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**WASCO SANITARY DISTRICT**  
Kane County, Illinois  
**Lawn Mowing and  
Landscape Maintenance  
Contract Documents**

March 7, 2023

Prepared for:

**WASCO SANITARY DISTRICT**  
P.O. BOX 9  
WASCO, ILLINOIS 60183

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
TABLE OF CONTENTS.....	1
NOTICE TO BIDDERS .....	1
INSTRUCTIONS TO BIDDERS .....	2
PROPOSAL .....	7
SUBCONTRACTOR / SUPPLIER LIST.....	9
CERTIFICATION FOR BID.....	12
CERTIFICATION FOR DRUG FREE WORK PLACE.....	13
SPECIAL PROVISIONS.....	14
INCIDENTAL ACTIVITIES .....	14
CLEAN UP AND DISPOSAL .....	14
DEFINITIONS.....	15
INSURANCE REQUIREMENTS.....	15
PROTECTION OF PUBLIC & PRIVATE PROPERTY .....	17
SP-1 SCOPE OF SERVICES .....	17
SP-2 PROPERTIES AND LOCATIONS OF WORK TO BE PERFORMED .....	20

## **NOTICE TO BIDDERS**

Sealed bids submitted in **duplicate** in a sealed envelope with the words "Wasco Sanitary District Lawn Mowing and Landscape Maintenance Contract 2023" clearly marked on it, will be received by the Wasco Sanitary District until **1:00 p.m., Wednesday, April 5, 2023** at the Finance Office of the Wasco Sanitary District, 40W250 LaFox Road, Campton Hills, IL, at which time they will be publicly opened and read aloud for the furnishing of all materials, labor, and for performing all related work for:

- Mowing and Landscape Maintenance for multiple sites located within the Wasco Sanitary District.

This work shall be done in accordance with the specifications as prepared by Sheaffer & Roland, Inc. Copies of the plans and specifications may be obtained in electronic form after 8:00 a.m. on Friday, March 10, 2023 from the District's web site. Hard copies are also available after the same date at the office of, Sheaffer & Roland, Inc. 611 Stevens Street, Geneva Illinois 60134 (Office: 630-208-9898).

**Bidders are required to submit qualifications in accordance with contract documents. There will be a non-mandatory pre-bid meeting on Wednesday, March 22, 2023 at 1:00 p.m. at the Finance Office of the Wasco Sanitary District, 40W250 LaFox Road, Campton Hills, IL.**

The Wasco Sanitary District reserves the right to reject any or all bids and waive technicalities. In addition, the District reserves the right to hold all bids for up to 90 days after opening.

## INSTRUCTIONS TO BIDDERS

### 1. DEFINED TERMS:

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" (who may also be the lowest Bidder) means the Bidder who on the basis of Owner's evaluation as hereinafter provided is qualified, responsible and responsive to whom Owner makes an award. The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, the Proposal and Bid Form, the proposed Contract Documents and Project Specifications (including all Addenda issued prior to receipt of Bids), and the plans prepared by Sheaffer & Roland, Inc.

### 2. COPIES OF BIDDING DOCUMENTS:

- 2.1. Complete sets of the Bidding Documents are available electronically from the District's web site and hard copies at the price stated in the Notice to Bidders may be obtained at Sheaffer & Roland, Inc. 611 Stevens Street, Geneva, Illinois, 60134, (phone 630-208-9898).
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4. BIDDER is solely responsible to verify if addenda to the Bid Documents are issued by checking the District web site or by contacting the Engineer prior to the Bid Opening.

### 3. QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the work and to be considered responsive and to consider the proposal as complete, each Bidder must be prepared and submit **with the Bid Form**, written evidence of the Bidder's ability to perform the Work. The submittal should be prepared using the Affidavit of Experience provided hereafter. Each Bid must contain evidence of Bidder's qualification to do business in Illinois or covenant to obtain such qualification prior to award of the Contract.

### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, there will be **non-mandatory pre-bid meeting on Wednesday, March 22, 2023 at 1:00 p.m. at the Finance Office of the Wasco Sanitary District, 40W250 LaFox Road, Campton Hills, IL.** (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Owner of all conflicts, errors or discrepancies in the Contract Documents, in writing, five days prior to the bid opening.

- 4.1. Information and data reflected in the Contract Documents with respect to Above or Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Above or Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.2. Before submitting a Bid each Bidder shall be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. A bidder by submitting a bid represents that it has visited the site and become familiar with all the conditions under which work is to be performed. No extra compensation shall be allowed by reason of any matters or things concerning the project which the bidder did not inform itself of prior to bidding
- 4.3. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the contract Documents. All additional lands and access thereto required for temporary staging facilities or storage of materials and equipment are to be provided by Contractor.
- 4.5. The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the contract Documents and such means, methods, techniques, sequences or procedures of maintenance activities as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**5. INTERPRETATIONS AND ADDENDA:**

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda posted to the District web site. Questions received less than five days prior to the date for opening of Bids may not be answered. Questions answered by fax or a formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**6. BID SECURITY:**

6.1. No bid security is required.

**7. BID FORM:**

7.1. All Bids must be made on the required Bid Form. The Bid Form is included with the

Bidding Documents. All bids must be filled out in duplicate.

- 7.2. All blanks on the Bid Form must be completed in ink or typed.
- 7.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 7.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5. All names must be typed or printed below the signature.
- 7.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.7. The address and telephone number for communications regarding the Bid must be shown.
- 7.8. A Bid price shall be made for all items of work and materials indicated in the bid schedule for each section of work. A bid price may or may not be submitted for the alternatives described in the documents as provided in the Bid Form. The Owner shall select which alternate, if any, will be awarded.

**8. SUBMISSION OF BIDS:**

Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title and if applicable, the designated portion of the Project for which the Bid is submitted, and name and address of the Bidder and accompanied by the Bid security, if required, and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

**9. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 9.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 9.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder shall be disqualified from further bidding on the Work to be provided under the Contract Documents.

**10. OPENING OF BIDS:**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at a time and place in accordance with the Notice to Bidders. A tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:**

All bids shall remain subject to acceptance for ninety days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## **12. AWARD OF CONTRACT:**

- 12.1.** Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of and Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices shall be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.
- 12.2.** In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. It is the intent of the District to award the contract to the most qualified, responsible and responsive bidder, based on the combination of base bid and bid alternates yielding the optimum overall project cost. Bidders who have not submitted qualifications with the Bid Form in accordance with bid requirements will not be considered responsive or qualified.
- 12.3.** Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Contract Documents. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 12.4.** Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 12.5** If the contract is to be awarded, it will be awarded to a qualified Bidder who has fully complied with bid requirements and whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. If the lowest bidder happens to be best qualified bidder to perform the work he/she or his/her firm will be the Successful Bidder.
- 12.6** If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within seven business days after the day of the Bid opening. Should there be reasons the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and Bidder.

## **13. CONTRACT SECURITY:**

A Performance bond is not required for this contract.

**14. SIGNING OF AGREEMENT:**

**14.1.** Then Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within three business days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within one business day thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

**14.2.** In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Security accompanying the proposal shall become the property of the Owner.

**15. SALES AND USE TAXES:**

Under Rule No. 40 of the Illinois Retailer's Occupation Tax Rules, issued April 15, 1965, sales to governmental bodies are exempt from State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax.

**16. APPLICABLE LAWS, ORDINANCES, RULES, AND REGULATIONS:**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over maintenance activities shall apply to the Contract throughout.

**17. BIDDING CERTIFICATE:**

A statement certifying that the Bidder is not barred from bidding on the Project Specifications as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) shall be submitted with the Bid prior to the time of the Bid opening. The certificate form is attached to the Project Specifications.

**18. PHOTOCOPIED BID PROPOSAL:**

The Contractor shall submit the original bid documents along with a copy of the bid proposal which can be removed from the original documents. The copy shall be a photocopy of the original and be placed in the designated location in the Bid Documents.

**19. CONTRACT PROVISIONS & SPECIFICATIONS:**

Submission of a bid proposal shall be sufficient to satisfy the requirement for a written agreement between the Contractor and Engineer as stipulated in Section 202.07(a) of the Standard Specifications. **Any discrepancies or disagreement with the specifications must be provided to the District in writing, prior to or at the bid opening.**



**PROPOSAL**

The following proposal is hereby made to the **Wasco Sanitary District**, hereinafter called the

Owner. Proposal is submitted in duplicate by \_\_\_\_\_

---

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform all work associated with the Lawn Mowing and Landscape Maintenance Contract 2023 in accordance with the Specifications and procedural documents attached, and other contractual documents, including the plans.

In submitting this proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract and the requirements of the maintenance work and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees to begin work after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as shall insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Any discrepancies or disagreement with the plan quantities must be provided to the District in writing, prior to or at the bid opening.

**BID FORM – SCHEDULE OF PAY ITEMS**

Fine Turf Mowing Location	2023
Well 1 Site	\$_____ Per Mowing
Well 2 Site	\$_____ Per Mowing
Bergland Site	\$_____ Per Mowing
Campton Site	\$_____ Per Mowing
Totals	\$_____ Per Mowing

Rough/Right of Way Mowing Location	2023
Bergland Site	\$_____ Per Mowing
Well 3	\$_____ Per Mowing
Campton Site	\$_____ Per Mowing
Totals	\$_____ Per Mowing

Landscape Maintenance Location	2023
Well 1 Site	\$_____ Per Season
Well 2 Site	\$_____ Per Season
Campton Site	\$_____ Per Season
Totals	\$_____ Per Season

Fence Line Maintenance Location	2023
Bergland Fence Line	\$_____ Per Season

**SUBCONTRACTOR / SUPPLIER LIST**

The following information gives the name, business address, and portion of work (description of work) for each subcontractor and equipment supplier listed below that will be used in the work if the bidder is awarded the Contract. Each listed discipline must be completed prior to the time of the bid opening. Failure to complete this section may result in the Bid being declared non-responsive.

(Additional supporting data may be attached to this page. Each page shall be sequentially numbered, e.g., 00430-2, and headed "Subcontractor / Equipment Supplier List" and shall be signed.)

**SUBCONTRACTOR LIST**

<b>Name</b>	<b>Business Address</b>	<b>Description of Work</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SUPPLIER LIST**

<b>Name</b>	<b>Business Address</b>	<b>Description of Work</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
*Signature of Bidder*

AFFIDAVIT OF EXPERIENCE

STATE OF \_\_\_\_\_)

\_\_\_\_\_ )SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, that he is  
\_\_\_\_\_, of \_\_\_\_\_  
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Which has performed work of the general description and type identified in this contract for  
\_\_\_\_\_ years and \_\_\_\_\_ months beginning in (year) \_\_\_\_\_

Has successfully completed work for the following entities of the general description and type identified in this contract:

<u>Name of Owner</u>	<u>Job Description/Location</u>	<u>\$ Amount</u>	<u>Year</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

and that \_\_\_\_\_ will utilize the following equipment:  
(the, said firm, said corporation)

<u>Machine</u>	<u>Year &amp; Owned / Leased</u>	<u>Machine</u>	<u>Year &amp; Owned / Leased</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and that \_\_\_\_\_ will be subcontracted to perform the  
(Name of Subcontractor)

following work under this contract, and that his experience in this kind of work is as follows:

Name of Subcontractor

Work Scope

References

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Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATION FOR BID**

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to The Wasco Sanitary District, Kane County, Illinois, that the bidder is not barred from bidding upon the Bid Specifications for the Project known as Lawn Mowing and Landscape Maintenance Contract 2023 as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

\_\_\_\_\_  
NAME

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

**CERTIFICATION FOR DRUG FREE WORK PLACE**

The undersigned, as a duly-authorized representative of the Contractor do hereby certify to The Wasco Sanitary District, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgment or ability to work safely should not be allowed on the work site or on any satellite location.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

**SPECIAL PROVISIONS**  
**WASCO SANITARY DISTRICT**  
**Lawn Mowing and Landscape Maintenance Contract 2023**

The following Special Provisions; the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, (hereinafter referred to as the Standard Specifications), the Standard Specifications for Water and Sewer Main Construction in Illinois (latest edition), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), the "Manual of Test Procedures of Material" in effect on the date of invitation for bids, the "Illinois Urban Manual" latest edition published by the NRCS and the Supplemental Specifications and Recurring Special Provisions shall apply to and govern the maintenance activities of Lawn Mowing and Landscape Maintenance Contract 2023. In case of conflict with any part or parts of said specifications, the Special Provisions shall take precedence and shall govern. In addition, these Special Provisions shall supersede any conflict with Division 100 of the Standard Specifications.

These Special Provisions supplement the Standard Specifications. In case of any conflict these Special Provision shall precede and govern.

The Contractor is herein notified that the Wasco Sanitary District reserves the right to add or delete items and delete sections of the proposed work from this Contract as deemed necessary. The aforementioned deletions or additions shall not alter the contract unit prices for this project.

The Contractor shall provide a list of the intended Subcontractors to be used for the project. **THE WASCO SANITARY DISTRICT SHALL APPROVE ALL SUB-CONTRACTORS TO BE USED ON THE PROJECT AND RESERVES THE RIGHT TO REJECT THE USE OF ANY SUBCONTRACTOR DUE TO PAST PERFORMANCE or THE APPARENT INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.**

**INCIDENTAL ACTIVITIES**

The Contractors shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation shall be allowed.

**CLEAN UP AND DISPOSAL**

The Contractor shall maintain all public streets and access roads drives in a clean and orderly manner. The District understands that the flow of traffic may be slowed because of the work in progress however, other than intermittently; the flow of traffic shall not be stopped. Debris and surplus material removal shall be performed at the end of each day's work. All excess material and any debris disposal by the Contractor shall be incidental and no additional compensation shall be allowed. If the streets are not kept free of debris the Engineer may direct the Contractor to stop all other work and clean the street. The Contractor shall dispose of debris and surplus material off-site and is responsible to acquire any permit required for such disposal.



### DEFINITIONS

"District" or "Owner" is the Wasco Sanitary District and its agents and/or representatives.

"Engineer" is Wasco Sanitary District Engineer, his representative and/or his agents.

All definitions stated in Section 101 of the Standard Specifications shall apply to this Contract.

### INSURANCE REQUIREMENTS

The Contractor shall not start or allow his subcontractor to start any work under this contract until all insurance required by Section 107 of the Standard Specifications has been secured and that such insurance has been approved by the District. Such insurance, after the date filed, shall be maintained during the remaining life of the contract. The Contractor shall submit, on forms satisfactory to the District, a certificate of insurance showing the required coverage.

The Certificate of Insurance shall name the Wasco Sanitary District and its Elected and Appointed Officials and Sheaffer and Roland, Inc. as additional insured. In addition, the certificate of insurance shall state, "the coverage and limits conforms to the minimums required by Article 107.27 of the Standard Specifications". All costs associated with meeting these requirements shall be considered incidental to the Contract.

Revise Article 107.27 of the Standard Specifications and Supplemental Specifications so that "Department" will be replaced by "District" and its representatives and add the following:

- A. **SAFETY:** In accordance with generally accepted practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

Add to Article 107.27(b):

The coverage provided shall be sufficiently broad to insure the provisions entitled, "Indemnification," as discussed in the paragraph below.

- B. **INDEMNIFICATION:** The Contractor shall defend, indemnify, keep and save harmless the Wasco Sanitary District and Sheaffer & Roland, Inc., and their employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under the contract by the Contractor or his subcontractors to the full extent as follows by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

A Certificate of Insurance evidencing the required coverages shall be submitted to the Owner and Engineer prior to commencing work on the project.

Liability Insurance

The limits of liability for the liability insurance required shall provide coverages for not less than the following amounts or greater where required by law and coverages shall be as follows:

Workers' Compensation

i.	Coverage A	Statutory
iii.	Coverage B	
	Bodily Injury by Accident (each accident)	\$500,000
	Bodily Injury by Disease (policy limit)	\$500,000
	Bodily Injury by Disease (each employee)	\$500,000

Include a waiver of Subrogation in favor of Wasco Sanitary District.

Commercial General Liability (including Blanket Contractual; Employees as Insureds; Broad Form Property Damage):

i.	General Aggregate	\$2,000,000
	Products/Completed Operations (Per Occurrence)	\$1,000,000
	Personal & Advertising Injury (Per Occurrence)	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any One Fire)	\$ 100,000
ii.	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages.	
iii.	The term "caused by an accident" shall be replaced by the term "occurrence".	

Comprehensive Automobile Liability:

i.	Bodily Injury / Property Damage (Combined Single Limit per Accident):	\$1,000,000
ii.	All owned, hired, or non-owned vehicles including the loading or unloading thereof.	
iii.	The term "caused by an accident" if used in bodily injury or property damage coverage shall be replaced by the term "occurrence".	

Additional liability coverage for Owner and Engineer will be provided:

i.	By endorsement as additional insureds on Contractor's General Liability policy.	
ii.	Contractor's general liability carrier shall issue a separate Protective Liability policy covering Owner and Engineer. (Combined Single Limit):	\$1,000,000

Umbrella Liability Insurance in Contractor's name with Owner and Engineer as additional insureds.

i.	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
ii.	In addition to the insurance coverage set forth in the contract documents, the Contractor shall maintain an Umbrella/Excess Liability policy with	

coverages for the same perils as covered under the primary policies, including any special requirements.

The deductible on the Contractor's Insurance Policy (as outlined above) will not exceed \$5,000.00.

**ALL INSURANCE COVERAGE LIMITS PROVIDED THE DISTRICT (OWNER) ARE ON A PER LOCATION AGGREGATE LIMIT BASIS.**

All insurance provided to the District (Owner) is primary and non-contributory with any insurance or self-insurance program maintained by the District (Owner).

The Contractor's insurance policies are to be endorsed to the District (Owner) and at least 30 days advanced notice will be given to the District (Owner) of cancellation, material reduction of insurance or non-renewal.

### **PROTECTION OF PUBLIC & PRIVATE PROPERTY**

The contractor shall exercise reasonable care to protect all existing features within the public right-of-way including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property.

Any item damaged due to negligence on private property or in the ROW shall be repaired or replaced in kind by the contractor as directed by the Engineer at no additional cost to the Contract.

### **SP-1 SCOPE OF SERVICES**

Contractor shall perform the maintenance, furnish all labor, equipment, and supplies for the mowing, string trimming, tree/bush trimming, cleanup, and plant bed maintenance services for the District properties, (see attached maps) for the period commencing approximately April 15, through November 1 of each year, subject to conditions.

#### **1. TURF MOWING:**

- a. All turf will be mowed with professional quality mulching mower equipment. Pricing assumes that no bagging or removal of clippings will be required.
- b. Prior to each mowing, remove all litter and debris from lawn areas. Formal turf areas shall be mowed per the schedule below and maintained at a height of no less than 2-1/2 inches and no more than 3-1/2 inches.
- c. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height. Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut. Cutting grass too closely (scalping) shall be avoided.
- d. Trim all formal lawn areas that cannot be reached by a mower after each mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.
- e. Clippings will be swept or blown from hardscapes after each mowing. The final appearance after mowing shall present a neat appearance. Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc., and the Contractor shall be responsible for damage

caused by its operations.

2. TURF MOWING SCHEDULE:

- a. From April 15 through November 1 the turf mowing shall occur once per week. The District will have the right to increase or decrease the frequency of turf mowing during the season as weather dictates.

3. RIGHT-OF-WAY/ROUGH CUTTING:

- a. ROW areas and those indicated as rough mowing shall be mowed twice per month from April 15 -July 1 and once a month from July 1 ending with the last cut by the end of October. Areas to be mowed will be maintained at a height of six inches (6") throughout the growing season, unless otherwise directed by the District. Grass next to light poles, trees, any permanent objects etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All debris and litter shall be removed prior to cutting.

4. LANDSCAPE MAINTENANCE:

- a. Mechanically trim all landscape turf edges once a month. Edges include all formal lawn perimeters and tree wells in lawn areas. In April and August redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscapes and non-turf landscape areas. Remove larger debris. Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed.
- b. Weeding of all planting beds shall be performed once a month.
- c. All shrubs in the landscape beds and willows trees located at the Campton facility shall be pruned. Pruning shall be completed in the spring and late fall for winterization.
- d. All leaves shall be removed from all planting beds in late fall for winterization.
- e. All appropriate perennials shall be pruned and the debris removed in late fall for winterization.
- f. Contractor is responsible for any damage incurred as a result of trimmer or edger damage to trees and shrubs and must repair or replace any such damage at no cost to the District. Properly maintained tree wells are encouraged to minimize such damage.

5. FENCE LINE MAINTENANCE:

- a. Remove all tree and plant growth along and in the fence line along the Bergland Field roadway only.
  - i. Removal of all existing material, debris and disposal of all material one time.
  - ii. The area along the fence line will have at least one vegetation control application by an outside contractor paid for by the District after removal.

6. BASIS OF PAYMENT:

- a. Mowing will be paid for at the contract unit price per mowing per location for the service completed.

- b. Landscape maintenance will be paid for at the time of service for the services provided. Total cost shall not exceed the contract season price.
- c. If, in the opinion of the District, the contractor has not or is not satisfactorily performing the work covered by this specification, and within forty eight (48) hours of receipt of a written demand from the District, for performance, has not cured any defect in performance specifically itemized in such demand, the District may, at its option:
  - i. Withhold payment.
  - ii. Consider all or any part of this contract breached and terminate the contractor, or
  - iii. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
  - iv. Any demand for performance shall be specifically delivered to contractor by personal delivery or certified or registered mail.
- d. The District will make periodic inspections and follow up as needed with the contractor to discuss any issues.

7. BILLING AND INVOICING

- a. All billing and invoicing will be done on a monthly basis with detailed itemized billing for each work item performed for each location. Billing will include the date, the work item performed, the cost per work item and the total cost.

**SP-2 PROPERTIES AND LOCATIONS OF WORK TO BE PERFORMED**

1. Bergland Field:

- a. Bergland Field is located on the south side of Old Burlington Road east of Bolcum Road and north of IL Rte. 64 and is the location of one of the Districts two land application sites used for the irrigation of reclaimed water.
- b. The attached map shows the areas to be mowed
  - i. Rough cut Right of Way along Wasco road and Old Burlington road from the pavement edge to the Bergland Field fence line.
  - ii. Turf mowing of the perimeter of the inside of the fence line with a minimum width of 60”.
  - iii. Turf mowing of the area around the irrigation pump enclosure, inside the irrigation pump enclosure and as indicated on the map for access to the irrigation mainline valves and monitoring wells. The access paths shown shall be mowed to a minimum width of 48”.
- c. Contractor should be aware that the field is used for irrigation purposes and shall coordinate a regular time and day for mowing activities with the District Operator to minimize interference with the facilities operations.
- d. Contractor shall confirm the conditions of the field before each mowing in order to not cause rutting or damage to the field from the use of the equipment.

2. Well 1 Site:

- a. Well 1 is located at 39W742 Carl Sandburg Road and is the location of the District potable water wells.

- b. The attached map shows the area to be mowed
      - i. The district owns two parcels at this location. The first parcel is the location of the well and the well house. The second parcel is the adjoining lot to the east.
      - ii. Both lots shall be mowed per the turf mowing specifications.
      - iii. Landscape Maintenance for all planting beds located on site.
- 3. Well 2 Site:
  - a. Well 2 is located at 40W250 LaFox Road and is the location of the Districts water tower, potable water well, treatment facilities and finance office.
  - b. The attached map shows the area to be mowed
    - i. Turf mowing of the entire lot shown
    - ii. Landscape Maintenance for all planting beds located on site.
- 4. Well 3 Site:
  - a. Well 3 is located east of Campton Crossing Dr with access from Campton Square.
  - b. The attached map shows the area to be mowed
    - i. The parcel shall be mowed per the Rough Cutting specifications.
- 5. Campton Field:
  - a. Campton Field is located at 40W200 Campton Hills Road and is the location of the Districts wastewater treatment facility and land application field.
  - b. The attached map shows the areas to be mowed
    - i. Rough cut Right of Way mowing of the area along Campton hills road to the fence line where it exists and north of the tree line to the east of the fence line.
    - ii. Turf mowing at entrance as indicated on the attached map and along the fence line west of the entrance drive to the top of the drainage ditch slope.
    - iii. Turf mowing around the intermittent sand filters and irrigation pump stations as indicated on the attached map.
    - iv. Turf mowing at Lift Station No. 2 building and driveway located at the northwest corner of the property as shown on the attached map.
    - v. Berm perimeter edge mowing along the outer edge of the gravel drive as indicated on the attached map. This area shall be mowed to a width of not less than 36". This perimeter mowing should occur on the same schedule as the Rough Cut Right of Way mowings.
    - vi. Willow trees along Campton Hills Road west of the access to the site shall be trimmed per the Landscape Maintenance specification.
    - vii. Monthly removal of fallen branches 2" or less in diameter.