

REQUEST FOR BID

LANDSCAPE MAINTENANCE PROJECT

Bid Submission Deadline: Friday, November 1, 2019 at 10:00 a.m.

Bid Opening: Friday, November 1, 2019, at 10:01 a.m.

**VILLAGE OF WORTH
7112 W. 111th Street
Worth, Illinois 60482**

Published: September 26, 2019

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ADVERTISEMENT FOR BID

LEGAL NOTICE

Dear Worth Citizen newspaper,

Please place the following ad in the Legal Notice section of your paper on September 26, 2019. If you have any questions, please don't hesitate to call.

Ms. Bonnie M. Price
Village Clerk
Village of Worth
bprice@villageofworth.com
(708) 923-7508

Invitation to Bidders

NOTICE IS HEREBY GIVEN that the Village of Worth, Illinois, is accepting proposals for **LANDSCAPE MAINTENANCE SERVICES**. The Village seeks qualified contractors with experience and interest to present their qualifications, capabilities, and proposals to provide Landscape Services at various locations in the Village. Sealed bids for the Landscape Maintenance Project will be accepted at the Village Clerk's Office, Worth Village Hall, 7112 W. 111th Street, Worth, Illinois 60482, until 10:00 a.m. on **Friday, November 1, 2019**. All bids will be opened at 10:01 a.m. on Friday, November 1, 2019 at Worth Village Hall, and Worth's Village Board may award a contract for the Landscape Maintenance Project at a regular or special Village of Worth Board meeting occurring on or after November 1, 2019. Bid specifications are available for pick up from Worth Village Hall, 7112 W. 111th Street, Worth, Illinois 60482.

The Village of Worth reserves all rights as permitted by law to reject any and all proposals or parts thereof, to waive any irregularities or informalities in proposals or procedures, and to award the contract in a manner best serving the interest of the Village.

September 26, 2019

LETTER TO BIDDER

RE: Landscape Maintenance Project
BID DEADLINE: Friday, November 1, 2019 at 10:00 a.m.
BID OPENING: Friday, November 1, 2019 at 10:01 a.m.

Dear Bidder:

Enclosed you will find information relating to the Village of Worth's intention to contract for landscape maintenance services in certain areas of the Village.

The materials enclosed are as follows:

1. Advertisement for Bids
2. Letter to Bidder
3. General Conditions for All Bids
4. Terms and Conditions for this Bid
5. Bid Specifications
6. Bid Form
7. Addendum
8. Contractor's Certification of Eligibility
9. Affidavit of Experience
10. List of Subcontractors and Suppliers
11. Sample Contract
12. Label for Sealed Bid Envelope

Please return your signed Bid Form, Addendum, Contractor's Certification of Eligibility, Affidavit of Experience, and List of Subcontractors and Suppliers in an opaque, sealed envelope, showing the Project name and Date and Time of Opening in the lower left-hand corner of the envelope. A sample label has been enclosed for your convenience. These forms must be filled out, signed, and returned in a sealed envelope, or your bid will not be considered.

If you have any questions regarding this bid, please contact Bonnie M. Price, Village Clerk, Village of Worth, at (708) 923-7508.

Sincerely,

Bonnie M. Price
Village Clerk
Village of Worth

VILLAGE OF WORTH

REQUEST FOR BID FOR LANDSCAPE MAINTENANCE SERVICES

Bids will be received until Friday, November 1, 2019 at 10:00 a.m. on the Labor and Materials specified herein. The Village will publicly open the bids on Friday, November 1, 2019 at 10:01 a.m. at Worth Village Hall, 7112 W. 111th Street, Worth, Illinois 60482. All vendors are welcome to attend this opening.

GENERAL CONDITIONS

1. PREPARATION OF BIDS

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, **sealed and clearly marked showing the bid identification, and date and time of opening in the lower left-hand corner.** The envelope must also contain the name and address of the Bidder. **The Bidder must insure that the "sealed bid" envelope is properly identified.** The Village of Worth will not be responsible for the premature opening of bid envelopes that are not properly marked. Any bids opened prior to the scheduled bid opening due to the Bidder's failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and will not be considered.

2. EXAMINATION

Each bidder shall first examine the Specifications, taking into consideration all such conditions that may affect this work. A submission of a proposal implies that this examination has been made. Each bidder shall examine each and every part of these Specifications in order to comply with all requirements.

3. ERRORS AND OMISSIONS

All bidders are requested to notify the Village of Worth immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Village of Worth will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by bidders on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect. Mere computational errors on the Bid Form, however, will be corrected by the Village of Worth.

4. TIMELY SUBMISSIONS

The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time **will not be considered** unless evidence is presented acceptable to the Village of Worth that it was in possession of the bid prior to the bid opening date and the bid was inadvertently misplaced while in the Village of Worth's possession. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the Bidder unopened, if possible. The bid will be opened if the Village cannot ascertain the Bidder's

name and address from the outside of the envelope.

5. QUALIFICATIONS OF BIDDER

The Village of Worth may take action deemed necessary by the Village to investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid Documents and submit such form with the Bid Form. The Village reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate successful completion of **comparable project work by submitting three references from other customers at the time of submission**. Bidders must also demonstrate that they have sufficient resources, *i.e.*, capital, laborers, sub-contractors, *etc.*, to accomplish all tasks to complete the project by the specified completion date.

6. TAX EXEMPTION

The Village of Worth is not subject to Federal Excise Tax or Illinois Retailers Occupation Tax.

7. COMPLETION DATE

Bidder shall complete the work of this Project by the dates set forth in the Specifications. Failure of the Bidder to complete this Project in accordance with the Specifications shall constitute a breach of the Contract.

8. SUBSTITUTIONS

The use of a brand name or catalog number in the Specifications is only for the purpose of establishing a grade or quality required. Because the Village of Worth does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal." Bidders proposing to use an alternate must request approval in writing from the Village of Worth no later than five (5) business days prior to the bid opening. Bids which propose to use a non-approved alternate will be rejected.

The Village of Worth shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

9. ADDENDA AND INTERPRETATION

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

10. AWARD SELECTION

Bids will be awarded to the lowest responsible bidder complying with the Conditions and Specifications presented herein. **Although price is a major consideration in the award of bids, the Village of Worth does not award on price alone. The Village of Worth also considers the quality of product, as judged by the Village of Worth, terms of delivery, serviceability and any**

and all other factors as permitted by law.

The Village reserves the right to award the Contract to one bidder for the entire project or to any series of bidders for an appropriate proportion of the Project, as determined by the Village. If specified in the Bid Form, awards will be based upon the submitted unit prices. The Village of Worth reserves the right to determine whether the selection, in its judgment, meets the needs or purposes intended; reject any or all prices or bids submitted and waive any formality or technicality in any Proposal; and change the required amount of labor and/or materials shown on bid. Such decisions shall be final and not subject to recourse.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of **ninety (90) days** after the date set for the bid opening. Bids may be submitted to the Village Board for consideration at a regular or special meeting of the Board of Trustees for the Village of Worth.

11. CONTRACT

The Bidder to whom the project is awarded is required to enter into a contract with the Village of Worth. The contract is identified in these Bid Documents as the Sample Contract. The Bidder shall submit any proposed modifications to the Sample Contract at the time the Bidder submits its bid to the Village. Failure to submit proposed modifications to the Sample Contract at the time the bid is submitted shall be deemed acceptance by the Bidder of the Sample Contract's terms and conditions.

12. EQUIPMENT REMOVAL

If and whenever removal of any existing material or equipment is required, the Bidder shall contact the Village of Worth to determine ownership of said material. Any items the Village desires to keep will be removed by the Village of Worth; otherwise, Bidder must remove such items, as outlined in the Specifications.

13. INVOICING AND PAYMENT

Invoices shall be typed and sent to the Village of Worth containing the following information:

1. The name, address and phone number of the Contractor;
2. Any payment discount terms offered;
3. Invoice number (payment will not be made from a statement);
4. An itemization of all labor and materials provided.
5. Completed W-9 form.
6. Certified Payroll.

The Village of Worth Purchasing Policy, the Sample Contract, and the Illinois Prompt Payment Act shall govern all payment obligations.

14. COMPLIANCE WITH LAWS

All labor and materials provided under this bid must comply with all federal, state, county and local laws, ordinances, rules, regulations, and orders, as amended, that in any manner affect the services contemplated herein. Additional certifications, attached as addenda, will be required in the event federal or state funds are used to fund this contract. Lack of knowledge on the part of the Bidder will

in no way be cause for release of this obligation. The Bidder shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Village of Worth reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if the Village becomes aware of a violation of any laws on the part of the Bidder.

15. PREVAILING WAGE ACT

To the extent that it applies, Contractor shall comply with the Illinois Prevailing Wage Act. The Bidder to whom the work is awarded shall perform all work and use only those materials that conform to Village, state, and federal codes, rules, and regulations, as amended, regarding health, safety and welfare. The Contractor shall defend, indemnify, and hold harmless the Village of Worth for any failure of work and/or material that do not conform to such codes, rules, and regulations. The Contractor shall comply with Equal Opportunity clause required by the Illinois Fair Employment Practices Commission.

To the fullest extent applicable, the Contractor shall comply with Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*, and Village of Worth codes, rules, and regulations requiring payment of prevailing wages, including, but not limited to paying all laborers, workers or mechanics not less than the general prevailing rate of hourly wages in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed. The Contractor is required to investigate the current prevailing wage rates prior to the first day of each month and to pay the then-current prevailing wage rate, as determined by the Illinois Department of Labor. Current prevailing wage rates are published at: <http://www.state.il.us/agency/idol/rates/Rates.htm>. The Contractor agrees to defend, indemnify, and hold harmless the Village for any violations or alleged violations of the Prevailing Wage Act.

Prior to the commencement of the Work, Contractor shall have in place a written Drug Policy program that meets the requirements of 820 ILCS 130/5.5 and, upon the Village's request, Contractor shall file the same with the Village. Contractor agrees that the Village will make any documents submitted in accordance with this paragraph available for inspection and/or copying by the general public.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

16. FAIR EMPLOYMENT

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

17. EQUAL OPPORTUNITY

In connection with the performance of work under this contract, the Bidder agrees not to discriminate

against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The Bidder further agrees to take affirmative action to ensure Equal Employment Opportunities. The Bidder agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

18. DRUG FREE WORKPLACE ACT

At the time of contract, the Contractor will make the certification required in the Contract and will comply with all of the provisions of the Drug Free Workplace Act that are applicable to the Company. False certification or violation of the requirements of the Drug Free Workplace Act may result in sanctions including, but not limited to, suspension of the Contract with the Village of Worth, termination of the Contract and debarment of contracting with the Village of Worth for at least one (1) year but not more than five (5) years.

19. WARRANTY/GUARANTEE

The Bidder warrants to the Village of Worth that the labor and materials furnished under the Contract will be of good quality and new unless otherwise expressly 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 Village of Worth. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

All labor provided under this bid and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of one (1) year after performance of the labor in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder. Bidder must provide the Village of Worth with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Village of Worth.

20. NON-BARRED BIDDING

The Bidder must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

The Bidder, by signing the Bid Form, acknowledges, understands, and agrees to abide by all of the above "General Conditions."

TERMS AND CONDITIONS OF THIS BID

LANDSCAPE MAINTENANCE PROJECT

1. SCOPE OF WORK:

Maintain all turf areas, landscape beds, shrubbery and trees (trees 14' and under in height). The areas to be maintained are located at 111th and Depot St., Crandall and Depot St., 110 St. and Depot Street on the east side of the Metra Tracks. 110 St. and Depot on the west side of Metra Tracks. Addresses 7112 W. 111th St / 7100 W. 110 St / 11015 S. Harlem. The listed areas are to be maintained as follows:

a. Spring Clean-up

Clean all turf areas and landscape beds of all debris accumulated over the winter months. All ornamentals plants are to be trimmed as necessary. All mulch beds will be perimeter edged and re-defined, weeded, and cultivated. Spring clean to be performed between April 15th and April 30th. All debris to be collected and removed by contractor.

b. Fall Clean Up

Final season end clean up. Remove all annuals. Trim back any perennials as needed. Remove all debris and leaves accumulated during the fall months. Turf area to be mowed and trimmed at final height for winter season.

c. Lawn Maintenance

All turf areas will be mowed weekly, grass clipping area to be bagged and removed. String trimming will be performed weekly. All sidewalks and drives where applicable, will be powered edged. Landscape beds are to be edged, weeded, and cleaned of any debris weekly. Pavement areas and landscape beds will be safely treated (sprayed) with herbicide prevent and eliminate any plant or turf growth on pavement.

d. Pavement areas

All sidewalks and drives are to be blown off and free of any debris from maintenance work or accumulation from week to week. Stairs, stairwells, and walk ways are to be blown off at each location.

Surrounding curb lines at each location shall be kept clean of maintenance debris. All parking lot islands are to be kept weed and debris free.

e. Fertilization

All turf areas will be treated with 4 granular fertilizer applications: spring, early summer, late summer, and fall. The fertilizer make up will contain one (1) pound of nitrogen per 1000 sq. ft., a controlled release of no less than 20% to minimize burning and maintain an even green appearance. All granular material is to be removed or blown off any and all pavement.

f. Broadleaf Weed Control

All turf areas will be treated twice each season. The first application will be in the month of May. The second application depending on turf conditions, late August early September. Spray applications are not to be applied in the event of a drought to cause burning or stress the turf area.

Fence Line located east of the apartment building, west side of Metra Tracks is to be safely treated with a non-selective herbicide. Application is to every other to prevent and eliminate any growth during spring, summer and fall season between fence and embankment.

Fence line located at 11015 Harlem located on the west side of train tracks between embankment and apartment building will be treated with vegetation killer / non-select herbicide every other month.

g. Pruning

All shrubbery, evergreens, hedges, will be trimmed to maintain healthy growth and neat appearance at least 2 times per year with a maximum of three times. All clippings are to be collected and disposed of by contractor. In the event any shrubbery, evergreens, or hedges need to be removed and or replaced, this will be at an additional cost **a written estimate must be provided prior to work performed.**

Ornamental trees, up to 14' will be shaped and trimmed twice per year, maximum of 3. Any lower branches will be maintained to maintain a safe and neat appearance. Clippings / branches are to be collected and removed by contractor. **Trees and or shrubbery growing next to stairways and sidewalks areas must be kept trimmed back to provide safe passage for pedestrians on an as needed basis.** Trimming for all the listed above is to be performed during the months of May, July, and September (if needed) weather permitting.

2. TERM OF WORK:

The term of this contract will be for no longer than 1 landscaping season. Work shall commence on April 15, 2020 and be complete by November 30, 2020, at the latest. The Village may, at its sole option, renew the contract for the 2020 landscaping season, and then possibly further renew for the 2021 season, based upon the Village's review of the Contractor's work performance. The final contract for this period is attached to this document entitled, "Sample Contract."

3. INSURANCE REQUIREMENTS:

Bidder shall obtain insurance of the types and in the amounts set forth in the Sample Contract.

4. INDEMNIFICATION:

To the fullest extent permitted by law, the Bidder shall indemnify, defend and hold harmless the Village of Worth and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses, investigations, and expenses, including, without limitation, legal fees (attorney's and paralegals' fees, court costs, and costs of appeals), arising out of or resulting from the

Bidder's activities, 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, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Bidder shall similarly protect, indemnify, defend and hold and save harmless the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Bidder's breach of any of its obligations under, or Bidder's default of, any provision of the Contract.

BID SPECIFICATIONS

Landscape Maintenance Project

[If left blank, none apply]

SPECIAL CONDITIONS

Landscape Maintenance Project

[If left blank, none apply]

BID FORM

Landscape Maintenance Project

A. ACKNOWLEDGMENT

By its signature below, the Bidder acknowledges it has received a complete set of Specifications and understands the meaning of their content, and shall willingly comply with these documents. The Bid Documents are comprised of the following documents, which the Bidder acknowledges it has received in full:

- Advertisement for Bids
- Letter to Bidder
- General Conditions for All Bids
- Terms and Conditions for this Bid
- Bid Specifications
- Bid Form
- Addendum
- Contractor's Certification of Eligibility
- Affidavit of Experience
- List of Subcontractors and Suppliers
- Sample Contract
- Label for Sealed Bid Envelope

If any of the above documents have been omitted, please contact the Village of Worth immediately to receive replacements for the missing documents.

BIDS FOR WORK

Total Bid Price:

B. CERTIFICATIONS AND SIGNATURE

The undersigned has checked the plan(s), specifications and the above figures and understands that he shall be responsible for any errors or omissions based upon these specifications as submitted on the Bid Form.

It is understood and agreed that the Village of Worth reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Village of Worth Board of Trustees or other officer of the Village of Worth, or any person in the employ of the Village of Worth is directly or indirectly interested in this bid, or in any portion of the profits thereof.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE () _____ FAX () _____

WEB ADDRESS: _____ E-MAIL: _____

Bid Form is not valid unless properly signed:

SIGNATURE: _____ TITLE: _____

DATE: _____

C. ADDENDUM

Each bidder for this project shall be responsible for acknowledging all addenda that are issued by the Village of Worth during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1

Signature Title

ADDENDUM NO. 2

Signature Title

ADDENDUM NO. 3

Signature Title

ADDENDUM NO. 4

Signature Title

ADDENDUM NO. 5

Signature Title

ADDENDUM NO. 6

Signature Title

ADDENDUM NO. 7

Signature Title

D. CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

_____, a (n) _____
Print name of Contractor Individual, Partnership, and Corporation

As part of his bid on the above referenced contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By:_____

Its:_____ Title

STATE OF ILLINOIS)
) SS _____
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated:_____ Notary Public:_____

F. LIST OF SUBCONTRACTORS AND SUPPLIERS

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number, and address of all subcontractors must be included.

Subcontractors

Work Assignment

Suppliers

Material

SAMPLE CONTRACT

VILLAGE OF WORTH

**CONTRACT FOR
LANDSCAPE SERVICES**

Full Name of Contractor: _____ (“Contractor”)

Principal Office Address: _____

Contact Person: _____ Telephone Number: _____

TO: Village of Worth (“Village”)
7112 W. 111th Street
Worth, Illinois 60482
Attention: Bonnie M. Price

[Intentionally left blank]

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.

1. **Work**

A. **Contract and Work**. Contractor acknowledges, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract, all of the following, all of which is herein referred to as the “**Work**”:

1. **Labor, Equipment, Materials, and Supplies**. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for providing landscape services, as is more fully specified in Exhibit A attached hereto, throughout the Village of Worth (“**Work Site**”);
2. **Permits**. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance**. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes**. Pay all applicable federal, state, and local taxes;
5. **Miscellaneous**. Do all other things required of Contractor by this Contract; and
6. **Quality**. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards**. Contractor acknowledges and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications and description of Work attached hereto as Exhibit A.

C. **Responsibility for Damage or Loss**. Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. **Inspection/Testing/Rejection**. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village’s judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor’s cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor’s expense and risk.

2. **Contract Price**

Contractor acknowledges and agrees that Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. **Schedule of Prices**.

For providing, performing, and completing all Work, the following contract prices apply:

_____.

B. **Basis for Determining Prices**.

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. **Time of Payment**.

It is expressly understood and agreed that all payments shall be made within thirty (30) days of the Village receiving a complete invoice from the Contractor.

All payments may be subject to deduction or set off by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor’s

certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. **Contract Time**

Contractor acknowledges and agrees that Contractor shall commence the Work within seven (7) days following the Village's acceptance of this Contract provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies specified in this Contract ("**Commencement Date**"). Contractor further acknowledges and agrees that Contractor shall perform the Work diligently and continuously through November 30, 2020 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. **Financial Assurance**

A. **Bonds**. Contractor acknowledges and agrees that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract.

B. **Insurance**. Contractor acknowledges and agrees that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth in Exhibit B within 10 days following the Village's acceptance of this Contract. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth Exhibit B shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Exhibit B.

C. **Indemnification**. Contractor acknowledges and agrees that Contractor shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees and costs of appeal) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. **Penalties**. Contractor acknowledges and agrees that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's

performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

6. **Contractor's Representations and Warranties**

In order to induce the Village to accept this Contract, Contractor hereby represents and warrants as follows:

A. **The Work**. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. **Compliance with Laws**. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. **Not Barred**. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. **Qualified**. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. **Acknowledgements**

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

J. Governing Law; Venue. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the

State of Illinois. Venue for any action arising out of or due to this Contract shall be in the Cook County Circuit Court.

K. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

L. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. Exhibits. If any conflict exists between this Contract and any exhibit attached hereto, the terms of this Contract shall prevail. Any conflict that exists between Exhibit A and Exhibit B, the terms of Exhibit B shall prevail.

[Intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective on _____, 2019.

ATTEST:

VILLAGE OF WORTH, an Illinois municipal corporation

By: _____
Bonnie M. Price, Village Clerk

By: _____
Mary M. Werner, Village President

ATTEST:

By: _____

By: _____

Its: _____

Proposal dated _____

[Attached]

EXHIBIT B

Page SC6

Insurance Requirements

Certificates of Insurance shall be presented to the Village upon execution of this contract and vendor shall not commence work until it provides and receives acceptance of insurance certificates from the Village as required by this exhibit.

Each contractor performing any work pursuant to a contract with the Village of Worth and each permittee working under a permit as required pursuant to the provisions of the Village of Worth Municipal Code (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such contractor and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the contractor, permittee, or their agents, representatives, employees or subcontractors.

A contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by

the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

LABEL FOR SEALED BID ENVELOPE

Cut out and tape label below to the lower left hand corner of your return sealed bid envelope.

Return to:

Village of Worth
Attn: Bonnie Price, Village Clerk
7112 W. 111th Street
Worth, Illinois 60482

SEALED BID

Village of Worth
Landscape Maintenance Project
Attn: Bonnie Price, Village Clerk
DO NOT OPEN UNTIL:
November 1, 2019 at 10:01 a.m.