SPECIFICATIONS AND CONTRACT DOCUMENTS
2027
LANDSCAPE MAINTENANCE SERVICES
75TH STREET ROADSIDE RIGHTS OF WAY, MEDIANS
ENTRANCE WAY SIGNS – SPECIFIED FACILITIES

Required For Use By:

CITY OF DARIEN
Darien, Illinois 60561

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 19
** MUST BE EXECUTED AND NOTARIZED **
BIDS TO BE EXECUTED IN DUPLICATE
ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD:		MAY 1, 2027 – APRIL 30, 2028
OPTIONAL EXTENSIONS	YEAR 1	MAY 1, 2028 – APRIL 30, 2029
OPTIONAL EXTENSIONS	YEAR 2	MAY 1, 2029 – APRIL 30, 2030

BID DEPOSIT: 5% of Bid Amount (*See Page 4)*
(Certified Check, Bank Cashier's Check or Bid Bond)

PERFORMANCE BOND(S) REQUIRED: No (*See Page 4*)

DRAWINGS: None

BID OPENING–
DATE/TIME/LOCATION: **9:30 AM CST DECEMBER 16, 2026**
DARIEN CITY HALL
1702 Plainfield Road
Darien, IL 60561

Issued by: Municipal Services Department
CITY OF DARIEN, Illinois
1702 Plainfield Road
Darien, Illinois 60561
(630) 353-8105

Bryon Vana
City Administrator

Daniel Gombac
Director of Municipal Services

2027 LANDSCAPE MAINTENANCE SERVICES of 75TH STREET ROADSIDE RIGHTS OF WAY, MEDIANS, and ENTRANCEWAY SIGNS – SPECIFIED FACILITIES

LEGAL NOTICE

REQUEST FOR BIDS

Notice is hereby given that the City of Darien is seeking bids for the 2027 Landscape Maintenance Services of 75th Street Roadside Rights of Way, Medians and Entrance Way Signs -Specified Facilities at various locations throughout the City, in accordance with specifications currently on file and which may be picked up in the office of the City of Darien, City Hall, located at 1702 Plainfield Road, Darien, Illinois 60561. Completed bids are due in the office of the Darien City Hall no later than 9:30 a.m. on Wednesday, December 16, 2026, where said bids will be opened and publicly read aloud. The City of Darien reserves the right to reject any or all bids or to accept any bid, which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the City of Darien, Darien, Illinois, for a period of one hundred twenty (120) days. Only bids responsive to the provisions of the specifications will be considered.

The Mayor and City Council reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in bidding and to disregard all nonconforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

CITY OF DARIEN, ILLINOIS

INVITATION TO BID

2027 LANDSCAPE MAINTENANCE SERVICES of 75TH STREET ROADSIDE RIGHTS OF WAY, MEDIANS, and ENTRANCEWAY SIGNS – SPECIFIED FACILITIES

ISSUED: **November 25, 2026**
BID OPENING: December 16, 2026 9:30 a.m.

I. GENERAL CONDITIONS

A. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

_____

_____

_____

B. City shall mean the City of Darien, DuPage County, Illinois, an Illinois Municipal Corporation.

B. PREPARATION AND SUBMISSION OF PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the City of Darien. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents shall be executed at the time of submission of a bid:**

Contractor's Certification Bid Proposal - Page #19

BID PROPOSAL PAGE

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

C. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids. However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the City.

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

1. Cash bid proposals meet City Specifications and are submitted separately.
2. The City shall not consider an alternate bid which fails to meet specifications.

E. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Darien, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the City of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

F. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the City, furnish a performance bond in the full amount of the contract, in a form acceptable to the City.

In the event that the successful Bidder(s) fails to furnish the performance bond within thirteen (13) calendar days after acceptance of the bid by the City, then the bid deposit of the successful Bidder shall be retained by the City as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said City will sustain due to the successful Bidder's failure to furnish said bond.

G. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The City shall be the sole determiner of the equivalence of the substitute offered.

H. BASIS OF AWARD

The City reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

I. ACCEPTANCE OF BID

The City shall make its determination with respect to bids within forty-five (45) days, or within sixty (60) days where approval by other agencies is required, from the date of opening of bids. Should the City fail to act within the times herein specified, all bids shall be rendered null and void.

J. CATALOGS

Each Bidder shall submit catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

K. DELIVERY

All materials shipped to the City must be shipped F.O.B. freight prepaid, designated location Darien, Illinois. The materials must then be delivered where directed, and unloaded by the successful Bidder, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery

by rail, weight will be ascertained from bill of lading from originating line, but the City reserves the right to re-weigh at the nearest available railroad scale.

L. GUARANTEES AND WARRANTEES

All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the City before the final payment voucher is issued.

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the City shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the City a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the City Administrator having first been obtained.

N. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the City.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the City of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The City hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the City, cannot completely perform the services or deliver the goods specified in these specifications.

O. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, CITY ORDINANCES AND STATE LAWS

The equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at his/her expense to provide training to City employees in the operation of equipment and its maintenance at the convenience of the City.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Bidder will strictly comply with all ordinances of the CITY OF DARIEN, the laws of the State of Illinois and United States Government.

P. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

Q. MATERIAL INSPECTION AND RESPONSIBILITY

The City shall have a right to inspect any material to be used in carrying out this contract. The City does not assume any responsibility for the availability of any materials and equipment required under this contract.

R. TOXIC SUBSTANCES

Successful Bidder shall notify the City of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the City and shall be replaced by the successful Bidder at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises of the City at the expense of the successful Bidder.

S. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the City at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the City Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

T. TERMINATION OF CONTRACT

1. The City may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

    a) If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the City (and any charges for contract changes mutually agreed to by the City and the successful Bidder); or

    b) If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the City Administrator may direct in writing.

    c) If it is determined that successful Bidder knowingly falsified information provided to the City.

    d) If it is determined that successful Bidder offered substantial gifts or gratuities to a City official, employee, or agent whether in their official capacity or not.

    e) Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.

f) The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

g) In the event the City terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the City may procure, upon such terms in such manner as the City Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the City for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

U. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

   If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so

notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

CITY OF DARIEN CONTRACTUAL INSURANCE GUIDELINES

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the **City of Darien** named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 04 13 (Exhibit C). **CG 20 37 - Completed Operations – (Exhibit D) Required if box is checked ☐** ; and

A. Owners and Contractors Protective Liability (OCP) policy with the **City of Darien** as insured **Required if box is checked ☐** ; and

B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
Coverage required for employee exposure to lead, if box is checked ☐.

D. Builder Risk Property Coverage with **City of Darien** as loss payee
Required if box is checked ☐.

E. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. **Required if box is checked ☐.**

MINIMUM LIMITS OF INSURANCE - Contractor shall maintain limits no less than the following: (**if required under above Scope of Insurance**)

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

B. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

F. Environmental Impairment/Pollution Liability: $1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the **(City of Darien)**. At the option of the **City of Darien**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **City of Darien**, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The **City of Darien**, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Darien, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary and non-contributory as respects the **City of Darien,** its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **City of Darien**, its officials, employees, agents and volunteers shall be excess of Contractor'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 **City of Darien**, its officials, employees, agents and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the **City of Darien**, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by **City of Darien**. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. **Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the **City of Darien**, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than **City of Darien**'s, if the **City of Darien** is borrowing, leasing or in day to day control of contractor's employee. **Required if box is checked ☐.**

C. **Professional Liability (Required if box is checked ☐)**

1. Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3. Provide a certified copy of actual policy for review.

4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. **All Coverages**

1. No Waiver. Under no circumstances shall the **City of Darien** be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

   a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

   b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2. Each insurance policy required shall have the **City of Darien** expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the **City of Darien** with certificates of insurance naming the **City of Darien**, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates 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 received and approved by the **City of Darien** before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit A) or CG 2026 (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. The **City of Darien** reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor 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.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION*: (include as separate section of the contract.)*

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the **City of Darien**, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the **City of Darien**, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the **City of Darien**, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the **City of Darien,** its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **City of Darien**, its officials, employees and agents as herein provided.

Optional Paragraph: The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the **City of Darien**, may be retained by the **City of Darien** to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the **City of Darien**

III. SAFETY/LOSS PREVENTION

It is recommended that the following requirements be included in some form in all **City of Darien** bid packets and that compliance be confirmed prior to initiation of contract work:

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.

- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

ACKNOWLEDGEMENT BY:

Name _____ Date _____

(Attach Certificate of Insurance)

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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EXHIBIT C

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

 © Insurance Services Office, Inc., 2012

EXHIBIT D

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

EXHIBIT E

(Example)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer/Ins. Broker Contact Info.
Name of Insurance Broker	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Name of Insurance Company — Completed
INSURED	INSURER B : Name of Insurance Company — Completed
Name of Contractor	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE AGGREGATE	$ Per Request $ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number Inserted	Policy Start Date	Policy Start Date	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	Professional Liability (other specialty coverages as requested.			Policy Number Inserted	Policy Start Date	Policy Start Date	$1,000,000 per occurrence or as requested.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.
No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
Member named as cancellation notice recipient.

CERTIFICATE HOLDER	CANCELLATION
Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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CONTRACTOR'S CERTIFICATION - BID PROPOSAL

_____, as part of its bid on a
(Name of Contractor)

contract for _____ to The City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20 _____.

MY COMMISSION EXPIRES:

_____

_____
NOTARY PUBLIC

CONTRACT– *Page One of Two*

1. This agreement, made and entered into this _____ day of _____ 20____, between the CITY OF DARIEN, acting by and through its Mayor and City Council and _____

2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the CITY OF DARIEN at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.

3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the CITY OF DARIEN, are all essential documents of this contract and are a part hereof.

4. In witness whereof, the said parties have executed these presents on the date above mentioned.

==========

Attest: The _____ of _____

By: _____ By: _____
City Clerk Mayor

(Seal)

==========

IF A CORPORATION **CORPORATE NAME**

Attest: _____

By: _____ By: _____
Secretary President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____

_____
NOTARY PUBLIC

CONTRACT - *Page Two of Two*

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

_____

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

==========

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

B. LOCATION OF UTILITIES

The successful Bidder shall contact the City of Darien, Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The City bears no responsibility for damage done to existing utilities during construction.

C. TRAFFIC CONTROL AND PROTECTION

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform to all provisions of the appropriate standards. The City shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

D. EXAMINATION OF SITE

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

E. ADDITIONAL WORK

The City reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the City has approved the charges.

F. PREVAILING WAGES

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this City are on file in the office of the City Clerk of the CITY OF DARIEN. **THE PROPOSED MAINTENACE WORK IS NOT CONSIDERED PREVAILING WAGE.**

G. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the City and shall be repaired promptly by the successful Bidder when ordered to do so by the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

H. BIDDER'S RESPONSIBILITY

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the City. The lack of a competent superintendent on the site during construction shall be just cause for the City to order the work to cease.

I. SITE CONDITION AND CLEAN-UP

The successful Bidder shall store materials and equipment where directed by the City and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the City. Upon completion of the improvement, the site shall be left in a condition acceptable to the City. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the City.

J. TRESPASS ON LAND

The successful Bidder shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the City.

K. COPIES OF DRAWINGS AND SPECIFICATIONS

The City shall furnish to the Bidder, without charge, three (3) sets of specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the City at Bidder's expense.

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the City, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the City may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the City to order cessation of work.

M. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the City, all work that develops defects whether these defects may be inherent in the functioning of

the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

N. PAYMENT

Final payment will be made when the work is accepted by the City. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

O. ACCEPTANCE

The work shall not be accepted by the City until the City has determined that all work is complete and in accordance with the specifications.

III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. EXAMINATION OF SITE

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the City, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

B. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Superintendent and the Director of Municipal Services and/or their designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and discus the manner in which work will be proceeding, among other items.

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

D. PREVAILING WAGES

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this City are on file in the office of the City Clerk of the City of Darien. **THE PROPOSED MAINTENACE WORK IS NOT CONSIDERED PREVAILING WAGE**

E. SUBLETTING CONTRACT

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the CITY OF DARIEN; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

F. DEFAULT

The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the CITY OF DARIEN, shall constitute contract default.

G. SAFETY

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the City of Darien as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

H. WORKMANSHIP

Workmanship shall be of the highest caliber in every respect. Workers must take care to insure the least amount of disturbance to the sites, City staff members, and the general public.

I. PENALTY FOR NON-COMPLETION

Time is of the essence to the contract. Should the Contractor fail to complete the work within the timelines stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the City two hundred fifty dollars ($250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on the City or additional administration and/or operating expenses for the City. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars ($100.00) per incident per day. Some examples include:

- failing to complete work in a manner or sequence as required;
- damaging landscaping (i.e. debarking plants by running into them with equipment);
- failure of the contractor to be accessible to the City or respond to requests to complete work;
- improperly applying mulch;
- not completing and/or maintaining the removal of weeds; and
- failing to clean-up garbage or debris.

J. SUPERVISION AND TRAINING

Competent English speaking supervisory personnel shall be present at each facility on a regular basis. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities being cleaned on a weekly basis to be sure that it has been completed in a satisfactory manner. The City reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the City's account if the current representative(s) are deemed unacceptable.

K. WORKING HOURS

The Contractor shall work the same hours as the Municipal Services Department unless other arrangements are agreed upon ahead of time. The Contractor must inform the Director of Municipal

Services, or his designee, when the Contractor will be working outside of the normal working hours for Municipal Services.

L. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the City.

M. COSTS

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

N. TRAFFIC CONTROL

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

O. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to the City and shall be repaired promptly by the vendor when ordered to do so by the City at no cost to the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

P. ACCESSIBILITY OF CONTRACTOR

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the City. The Contractor must assign an English-speaking crew leader to monitor all work being performed within the City. The Contractor shall update the Director of Municipal Services or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

Q. REFERENCES

A reference list (attached) must also be submitted with the bid documents. The references must be municipal accounts or accounts similar in size, but shall include at least one (1) municipal client at a minimum.

R. BILLING & PAYMENT

Payment shall be made in seven (7) equal payments, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, for the following months: May, June, July, August, September, October and April following receipt of an invoice from the Contractor for the month in question.

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2027 to and including April 30, 2029. At the sole discretion of the City, this contract may be extended twice for an additional twelve (12) month period under the same terms and conditions.

T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS

The entire site will be inspected and cleared of all trash, debris, glass, rocks, etc. before mowing begins. Mowing over paper, cups, cans and other litter shall not be accepted. Should this occur the Contractor shall immediately pick-up and properly dispose of all debris.

U. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All mowing equipment will have sharp blades so that the grass is cut properly. All equipment will be kept in such a condition so that the gas/oil is not leaking.

V. FUEL/OILING

Spilling gasoline and oil kills the grass. Mowers will not be fueled or oiled in grass areas. They should be moved to a paved area to perform this function. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

W. FINAL APPEARANCE

Mowing patterns shall be such that the clippings and mulch are evenly distributed, not wind rowed into noticeable deposits. Grass clippings will not be allowed to accumulate on hard surface areas, sidewalks or roadways and must be removed by the Contractor in an appropriate manner. If windrows are present, raking and properly disposing of the material by the Contractor must remove the clippings. The Contractor shall immediately pick up any debris that is mowed over.

X. ADDITIONS OR DELETIONS

The City reserves to right to increase or decrease quantities and number of mowing/weeding based on actual field conditions and requirements. The Contractor will be asked to provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. These rates shall be used when the quantities of work must be increased or decreased for any reason such as adding sites, deleting sites, or failure of the Contractor to complete required work. Using these rates, the City and the Contractor shall meet and shall mutually agree upon the dollar amounts to be added to or deleted from the contract.

Y. OPTIONAL WORK

At the city's option, the Contractor may be asked to provide additional maintenance in the event that such services become necessary. The cost of such service will be provided on a per occurrence basis as stated on the proposal page.

Z. REPORT OF WORK PERFORMED AND SCHEDULED

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Director of Municipal Services in detailing the weekly progress that has been performed by the Contractor during the previous month. At the same time, the Contractor shall also provide a schedule of work that is anticipated to be completed in the subsequent month.

AA. PLANTING BED MAINTENANCE

The vendor will be required to provide services Tuesday and Wednesday with a minimal of a 4 man crew, consisting of approximately 64 man hours. Fridays may be regarded as a rain day. The vendor shall report to the Municipal Services designee upon arrival and departure daily. The work shall be completed every two weeks beginning April 1-November 1.

During the specified times the following work shall be performed:

All planting beds must be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds. Dirt, rocks and grass found in plant beds shall be removed the same day and failure to do so will be deemed as substandard work. Spring clean-up includes removing debris and cutting back dead shrub plant materials in beds, perennial beds, tilling, cultivating and additional mulch shall be completed by May 30. ***Planting beds must remain weed free at all times throughout the contract season. The SEASON IS CONSIDERED FROM APRIL 1 - NOVEMBER 1.*** Regular weeding and cultivating shall be carried out on a **2-WEEK BASIS.** Manual weed pulling will be necessary in most cases. Plant materials in plant beds are to be trimmed and thinned including shrubs and trees. Dead material shall be removed and pruned throughout the contract, in addition to trimming any overgrowth of plant materials.

No part of this contract requires fertilization. Efforts to coordinate with the awarded fertilizer vendor will be required. Mulch/Compost shall be added or removed at the City's request at a cost per bed. Mulch and/or compost will be provided by the City and delivered on site. Mulch in plant beds shall be a minimum of 3" to 4" in depth and turned at minimum of three times in April/May, July, and September. All mulch beds shall be tilled and mulch added, if needed, beginning no later than May 1 of each year of the contract.

The awarded vendor will be responsible for reporting all vegetation that requires removal and will be responsible to remove, dispose, and purchase plant alike material. The Superintendent of Municipal Services will be notified via e-mail, Kris Throm, kthrom@darienil.gov regarding the subject matter. The vendor shall purchase the material from a nursery. The vendor will have the ability to add a 15% markup on the purchased material and shall include a receipt of a paid invoice to the nursery. The vendor will provide a one-year guarantee where applicable and the City will maintain the watering as directed by the awarded vendor.

B.B. Annual Planting Maintenance and Removal

The Vendor shall be responsible for the maintenance and seasonal removal of all annual plantings. All annual plantings shall be flush cut and removed, including associated plant material and debris, no later than **November 15** of each contract year. All work shall be completed in a neat and workmanlike manner, with all resulting debris properly collected and disposed of off-site. The Vendor shall leave all planting beds in a clean and orderly condition upon completion. This item shall be a lump sum unit cost for all locations.

A. 75th STREET ROADSIDE RIGHTS OF WAY

A. 75th Street Median	Number of Planting Beds	Est. Total Square Yards
1. 75th Street and Plainfield Road East	1	285
2. 75th Street and Plainfield Road West	1	285

3. 75th Street and Plainfield Road Berm	1	430
4. 75th Street and Cass Ave-East	1	135
5. 75th Street and Cass Ave-West	1	160
6. 75th Street and Adams Street-East	1	285
7. 75th Street and Adams Street-West	1	305
8. 75th Street and Williams Ave-East (Park Ave)	1	175
Total	**8**	**2,060**

B. City Entrance Signs

	Number of Planting Beds	Est. Total Square Yards
1. Plainfield Road Northern Right of Way -West of Route 83	1	52
2. Plainfield Road Northern Right of Way -Evergreen trees-planting bed	1	300
3. 83rd Street Southern Right of Way -East of Woodward Ave	1	35
4. 75th Street Southern Right of Way -East of Lemont Road	1	52
5. 75th Street Northern Right of Way -West of Route 83	1	52
6. Cass Ave-Eastern Right of Way -North of Hinswood	1	52
7. Cass Ave-Western Right of Way -South of 67th Street	1	40
8. Lemont Road-Eastern Right of Way -North of I-55	1	60
9. 87th Street – Southern right of Way -East of Woodward	1	85
Total City Entrance Signs	**9**	**728**

C. City of Darien-Clock Tower-Cass Ave and Plainfield Road-North East Corner

Clock Tower	Number of Planting Beds	Est. Total Square Yards
Cass Ave and Plainfield Road -North East Corner	1	1,555
Total	**1**	**1,555**

C.1. City of Darien-City of Darien-Wall Plainfield and Cass Ave North West Corner and the Marquee Panel Site-South West Corner of Plainfield and Cass Ave

City of Darien Wall	Number of Planting Beds	Est. Total Square Yards
Cass Ave and Plainfield Road		

-North West Corner	2	200
Total	**2**	**200**

D. City of Darien City Hall Complex 1702 Plainfield Road

City Hall	Number of Planting Beds	Est. Total Square Yards
1702 Plainfield Road	2	300

D.1. City of Darien City Hall Complex 1702 Plainfield Road

Police Department	Number of Planting Beds	Est. Total Square Yards
1710 Plainfield Road	2	835

D.2. City Hall & Police Department-Parking Lot Areas Landscape Rock & Wood hip/Non-Plant Areas

1702 - 1710 Plainfield Road	Est. Total Square Yards
	1500

CITY OF DARIEN

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2027 through April 30, 2028. **All work is based on a minimum of a 4 man crew with a minimal of 64 hours, NO EXCEPTIONS**.

COST BASIS SHALL BE CALCULATED ON A BI-WEEKLY BASIS AND MULTIPLIED AT 17 WEEKS FOR A PERIOD BETWEEN APRIL 1-NOVEMBER 30. PAYOUTS SHALL BE SUBMITTED ON A TWO WEEK PERIOD.

Planting Bed Maintenance

A. 75th Street (Section III – AA - A) 2,060 Sq Yds	**Cost-Bi Weekly**
1. 75th Street and Plainfield Road East	$_____
2. 75th Street and Plainfield Road West	$_____
3. 75th Street and Plainfield Road Berm	$_____
4. 75th Street and Cass Ave-East	$_____
5. 75th Street and Cass Ave-West	$_____
6. 75th Street and Adams Street-East	$_____
7. 75th Street and Adams Street-West	$_____
8. 75th Street and Williams Ave–East (Park Ave.)	$_____
SUB-TOTAL A.	**$_____**
SUB-TOTAL A. X 17 WEEKS	**$_____**

B. Entrance Way Signs-Specified Facilities (Section III - AA - B) 728 Sq Yds

1. Plainfield Road Northern Right of Way-West of Route 83 $_____

2. Plainfield Rd Northern Right of Way-Evergreen trees planting bed $_____

3. 83rd Street Southern Right of Way-East of Janes Ave $_____

4. 75th Street Southern Right of Way-East of Lemont Road $_____

5.75th Street Southern Right of Way-West of Route 83 $_____

6. Cass Ave-Eastern Right of Way-North of Frontage Road $_____

7. Cass Ave-Western Right of Way-South of 67th Street $_____

8. Lemont Road-Eastern Right of Way-North of I-55 $_____

9. 87th Street-Southern Right of Way East of Woodward $_____

SUB-TOTAL B. **$_____**

SUB-TOTAL B. X 17 WEEKS **$_____**

C. - C1. Clock Tower-Cass Ave and Plainfield Road-North East Corner City of Darien-City of Darien-Wall Plainfield and Cass Ave North West Corner and the Marquee Panel Site-South West Corner of Plainfield and Cass Ave-1,755 Sq-Yds

1. Cass Ave and Plainfield Road-North East Corner AND City of Darien-City of Darien-Wall Plainfield and Cass Ave North West Corner and the Marquee Panel Site-South West Corner of Plainfield and Cass Ave

SUB-TOTAL C - C.1. **$_____**

SUB-TOTAL C - C.1. X 17 WEEKS **$_____**

D-D2. City Hall Complex 1702-1710 Plainfield Road

1. City Hall 1702 Plainfield Road $_____

2. Police Department 1710 Plainfield Road $_____

SUB-TOTAL D - D.2. **$_____**

SUB-TOTAL D - D.2 X 17 WEEKS **$_____**

ANNUAL TOTAL (Sections A and B and C and D) **$_____**

E. Lump Sum Annual Planting Maintenance and Removal **$_____**

GRAND TOTAL (Sections A and B and C and D and E) **$ _____**

CITY OF DARIEN

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2
(CONTRACT EXTENSION (S)

Rates for services listed for 2027/28 contract period will not increase more than _____% for the **2028/29** ***optional*** contract extension period. At its sole discretion, the City may extend the contract for a one-year term beginning on **May 1, 2028** and concluding **April 30, 2029.**

Rates for services listed for 2028/29 contract period will not increase more than _____% for the **2029/30** ***optional*** contract extension period. At its sole discretion, the City may extend the contract for a one-year term beginning on **May 1, 2029** and concluding **April 30, 2030**.

Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank:

Company: _____

Address: _____

Email: _____

Telephone No. _____ Fax No. _____

Signature: _____

Name and Title: *(Please Print)* _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20_____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

BID PROPOSAL
SCHEDULE OF PRICES
LANDSCAPE MAINTENANCE SERVICES
75TH STREET ROADSIDE RIGHTS OF WAY, MEDIANS
ENTRANCE WAY SIGNS – SPECIFIED FACILITIES

CONTRACT EXTENSION ONE
MAY 1, 2028-APRIL 30, 2029

This bid proposal is for a contract extension of one year beginning **May 1, 2028 through April 30, 2029. This contract is for the 1st extension.** The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

TOTAL COST FOR 2028/29 $_____

BID PROPOSAL
SCHEDULE OF PRICES
LANDSCAPE MAINTENANCE SERVICES
75TH STREET ROADSIDE RIGHTS OF WAY, MEDIANS
ENTRANCE WAY SIGNS – SPECIFIED FACILITIES

CONTRACT EXTENSION TWO
MAY 1, 2029-APRIL 30, 2030

This bid proposal is for a contract extension of one year beginning **May 1, 2029 through April 30, 2030. This contract is for the 2nd extension.** The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

TOTAL COST FOR 2029/30 $ _____

REFERENCES

The Contractor must list at least four (4) references, including at least one (1) municipality, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate

EQUIPMENT RATES

Make/Model	Hourly Rate