



***CITY OF HIGHWOOD  
HIGHWOOD, IL 60040***

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
LANDSCAPING MAINTENANCE  
2009**

**Contract period:** August 1, 2009 through October 31, 2009, with options for May 1, 2010 and 2011 through October 31, 2010 and 2011.

**Bid deposit:** \$1,000.00

**Performance bond:** Required

**Bid opening – Date/time/location:** June 30, 2009 at 3:00 p.m.

**City of Highwood  
17 Highwood Avenue  
Highwood, IL 60040**

## **PUBLIC NOTICE**

### **NOTICE OF REQUEST FOR BIDS CITY OF HIGHWOOD, ILLINOIS LANDSCAPE MAINTENANCE**

Notice is hereby given that the City of Highwood is seeking bids for Landscaping Maintenance, in accordance with specifications currently on file and which may be picked up at Highwood's City Hall, located at 17 Highwood Avenue., Highwood, Illinois 60040 between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday. Bid Specifications are also available at [www.cityofhighwood.org](http://www.cityofhighwood.org).

Completed bids are due at the Highwood City Hall no later than 3:00 p.m., local time, on Tuesday, June 30, 2009, at which time said bids will be opened and publicly read aloud. The City of Highwood reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening. Only bids responsive to the specifications will be considered. Please direct all questions to Anne Marrin, Assistant City Manager or Gregory Jackson, City Manager, at (847) 432-1924.

## INSTRUCTION TO BIDDERS

**1. General information.** The bidder must submit a proposal on the forms furnished by the City of Highwood. All blank spaces on the proposal form must be filled in if applicable. Authorized signatures are as follows:

- Individuals - the individual.
- Partnerships - a general partner or a duly authorized officer. In addition, the name of the partnership, the state of registration and the address of its principal place of business shall be included.
- Corporations - President or other authorized officer and attested to by the Secretary or Assistant Secretary of the corporation. In addition, the name of the corporation, the state of incorporation and the address of its principal place of business shall be included. A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the bid to sign the bid shall be included.

The proposal is contained in these documents and must remain attached hereto when submitted. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. The following documents shall be completed, executed and notarized at the time of submission of a bid:

- Contractor's Certification – Bid Proposal – See page 15
- Bid Form – See pages 16 - 22

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

BIDDER'S NAME, ADDRESS, DESIGNATED DATE AND HOUR OF BID OPENING, AND "LANDSCAPING MAINTENANCE BID".

Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening.

**2. Bid deposit.** A bid deposit of \$1,000.00 shall accompany the bid. Bid deposits shall be in the form of a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Highwood.

The bid deposit of all except the three (3) lowest bidders on each contract will be returned within ten (10) 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 Highwood of a satisfactory performance bond.

**3. Basis of award.** The City reserves the right to accept or reject any and all bids and to waive technicalities.

**4. Acceptance of bid.** The City shall make its determination with respect to bids within ten (10) days from the date of opening of bids. Should the City fail to act within such time, all bids shall be rendered null and void.

**5. Security for performance.** The successful bidder shall, within ten (10) 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 bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of the bid by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty, it being agreed by the bidder that said sum is a fair estimation of the amount of damages that said City will sustain due to the bidder's failure to furnish said bond.

**6. Subletting or assignment of contract or contract funds.** No contract awarded by the City of Highwood shall be assigned, in whole or in part, or any part or the same sub-contracted without the written consent of the City Manager. In no case shall such consent relieve the bidder from his obligations or change the term of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the bidder. Prior to commencing any work, subcontractors must place on file with the City a certificate of insurance as outlined in paragraph 14 herein.

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

**7. 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 of Highwood upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the City.

**8. Compliance with OSHA standards, the Americans with Disabilities Act, City ordinances and state and federal laws.** The equipment used by the successful bidder must comply with all requirements and standards specified by the Occupational Safety and Health Act.

The successful bidder will strictly comply with all ordinances of the City of Highwood, the laws of the State of Illinois and the United States of America, including, without limitation, the Americans with Disabilities Act.

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

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

Materials, components, or complete 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.

**11. Price reductions.** If at any time after a contract is awarded the successful bidder 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 the 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 the 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 the contract. The successful bidder, in addition, shall within ten (10) days of any general price reduction; notify the City Manager of such reduction by letter. Failure to do so may result in termination of the contract.

**12. Termination of contract.**

- A. The City may, by written notice of default to the successful bidder, terminate the whole or part of the contract in any one of the following circumstances:
  - 1. 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);
  - 2. If the successful bidder fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the 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 Manager may direct in writing;
  - 3. If it is determined that the successful bidder knowingly falsified information provided to the City;
  - 4. If it is determined that the successful bidder offered gifts or gratuities to a City officer, employee, or agent, whether in their official capacity or not;

5. Any order is entered in any proceeding against the successful bidder decreeing the dissolution of the bidder and such order remains in effect for sixty (60) days; or,
  6. 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.
- B. In the event the City terminates the 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 Manager 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 services, provided that the bidder shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

**13. 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:

- A. 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 under utilization.
- B. 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 under utilized.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

**14. Insurance specifications.** The successful bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the City.

The successful bidder shall maintain limits no less than:

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

**COMMERCIAL GENERAL LIABILITY**

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Insurance - With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications
7. Broad Form Property Damage - construction projects only.
8. Independent contractors
9. Personal Injury

**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE**  
**\$1,000,000**

**GENERAL AGGREGATE**  
**\$2,000,000**

**BUSINESS AUTOMOBILE LIABILITY OWNED, NON-OWNED, OR RENTED**

**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE**  
**\$1,000,000**

**WORKER'S COMPENSATION AND OCCUPATIONAL DISEASES**

**AS REQUIRED BY APPLICABLE LAWS**

**EMPLOYER'S LIABILITY PER OCCURRENCE**

**\$1,000,000**

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (ED. 11/85) with the City named as additional insured; (2) if requested, Owners and Contractors Protective Liability policy with the City named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

In the event of accidents of any kind, the successful bidder shall notify the City immediately and furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

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

## INSURANCE POLICY(S) ENDORSEMENT

*SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.*

CITY OF HIGHWOOD (the "City")  
17 Highwood Avenue  
Highwood, Illinois 60040

### A. POLICY INFORMATION.

1. Insurance Company
2. Policy Number
3. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_
4. Endorsement Effective Date
5. Named Insured
6. Address of Named Insured
7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
8. Deductible or Self-Insured Retention (Nil unless  
otherwise specified:) \$ \_\_\_\_\_

### B. VERIFICATION OF COVERAGE.

The successful bidder shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required. 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 attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The City reserves the right to request full certified copies of the insurance policies and endorsements.

**C. POLICY AMENDMENTS.**

Each policy shall contain, or be endorsed to contain, the following provisions:

**1. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The City, its officials, agents, employees, and volunteers are to be included as insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful bidder, (b) products and completed operations of the successful bidder, (c) premises owned, leased or used by the successful bidder, and (d) automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.

**2. CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the City, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

**3. SEVERABILITY OF INTEREST.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Bidder's limit of liability.

**4. SUBCONTRACTORS.**  
(ALL COVERAGES)

The successful bidder shall include all subcontractors as insured 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 in this Section.

**5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.**  
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.

**6. CANCELLATION NOTICE.**  
(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of the endorsement.

**7. INDEMNITY/HOLD HARMLESS PROVISIONS.**  
(ALL COVERAGES)

The insurance afforded by the policy shall include the "Indemnity/Hold Harmless" provisions set forth below.

**8. SUBROGATION.**  
(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

**9. ACCEPTABILITY OF INSURERS.**  
(ALL COVERAGES)

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.

**10. ASSUMPTION OF LIABILITY.**  
(ALL COVERAGES)

The successful bidder assumes liability for all injury to or death of any person or persons including employees of the successful bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.**

I, \_\_\_\_\_

(print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

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

Authorized Representative (Original signature required on endorsement furnished to the City).

ORGANIZATION:

ADDRESS:

TITLE:

TELEPHONE: ( ) \_\_\_\_\_

**INDEMNITY HOLD HARMLESS PROVISION**

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

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

The successful bidder further agrees that to the extent that money is due the successful bidder by virtue of the contract, an amount of said money, as shall be considered necessary in the judgment of the City, may be retained by the City 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.

**15. Additional work.**

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

**16. Protection of existing facilities.**

Existing facilities, including grounds, structures, landscaping and so forth, shall be protected by the bidder. Any damage to existing facilities shall be reported to the City and shall be repaired promptly by the 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 which becomes due.

**17. Examination of site.**

Bidders shall carefully examine the sites and become familiar with the conditions under which he will have to execute the work required under the contract. Failure to do so will in no way relieve the bidder of his responsibility under the contract.

**CITY OF HIGHWOOD  
SPECIFICATIONS**

1. City Public Right-of-Way Roadside and Shoulder Mowing
2. City Hall
3. Water Treatment Plant
4. Everts Park
5. Downtown Metra Train Station
6. Fort Sheridan Metra Train Station
7. DeRoo Loop Property
8. Bank Lane East Side of Metra Line
9. Clay Avenue and Lakeview Bike Path
10. Lift Station and Western Avenue
11. 50 Pleasant Park
12. Burtis and Burtis Park
13. Sheridan Road Bike Path

**CITY PUBLIC RIGHT-OF-WAY ROADSIDE AND SHOULDER, BANK LANE EAST  
SIDE OF METRA LINE, CLAY AVENUE AND LAKEVIEW BIKE PATH,  
SHERIDAN ROAD BIKE PATH LANDSCAPE MAINTENANCE**

1. The designated areas for mowing of public right-of-way roadsides and shoulders are outlined on a City map described as "Roadside and Shoulder Mowing."
2. The required equipment for performing roadside and shoulder mowing shall include mowers attached to the side of the motorized equipment and avoids any motorized equipment from traveling on the shoulders or in the ditches being mowed.
3. Mowing shall include a minimum of two passes six feet wide cutting all vegetation to a height not to exceed six inches.
4. Intersections shall have all radii mowed three to four passes or until a satisfactory line of sight has been achieved as approved by the City.

**CITY HALL, WATER TREATMENT PLANT, METRA TRAIN STATIONS,  
LIFT STATION, EVERTS PARK, DEROO LOOP, 50 PLEASANT PARK,  
BURTIS PARK LANDSCAPE MAINTENANCE**

1. The area of maintenance includes in and around the building the City Hall, 17 Highwood Avenue, Highwood, Illinois 60040.
2. Edging around all buildings, flagpoles, mulched landscaping and other such structures shall be part of the maintenance.

3. The grass areas are to be mowed to a normal height between two and three inches.
4. There shall be a minimum of two maintenance operations per month.
5. Edging to include the grass and weeds growing between the curb and concrete that occasionally appears at the intersections.
6. Occasional trimming of bushes and trees and the removal of leaves.

## **SPECIFICATIONS**

### **BASE BID**

- All landscape beds to be weeded and all liter and debris removed.
- Clippings shall remain at all locations, as long as there are no clumps or piles left on the turf area.
- Trimming around all structures, trees, shrubs, and flowerbeds is to be completed during every visit to the site and shall be at the same height as adjacent mower cut.
- When trimming, extreme care must be taken to avoid hitting trees or shrubs with mowers and trimmers.
- When cutting mounds or uneven areas, exercise caution to avoid scalping of turf.
- Any grass clippings, which fall onto paved surfaces, shall be removed the same day. All paved surfaces shall be swept to remove dirt, litter and debris. All dead plant material shall be removed from the site.
- All debris such as paper, cans, bottles, twigs, and limbs plus any foreign material that would interfere with mowing shall be removed by the contractor prior to any work starting on each visit to the site.
- All mowing equipment should be kept in good condition, with blades and cutting edges kept sharp, in order to prevent tears to grass blades.
- All equipment shall be operated in a proper manner and bear safety markings as required by law.
- All equipment and operators are to be properly licensed as required by law.
- All planting beds not mulched shall be cultivated to a depth of not less than 3” and all grasses and weeds removed. All beds containing mulch shall be weeded weekly.
- There is a possibility that in some of the contract areas, small sections of sod or seed will be replaced during the course of the contract. In these cases, the Superintendent of Public Works will inform the contractor of such areas in advance of mowing. It shall then be the contractor’s responsibility to avoid mowing the new sod or seed until directed to do so by the Superintendent of Public Works.
- Payment to the contractor will be divided into six (6) equal monthly payments. Payments will be issued following City Council approval at monthly meetings. Invoices must be received by the City by the last day of the month for consideration at the subsequent month’s board meeting. The contractor shall submit each month, along with request of payment, an itemized listing of “work performed” during the period covered for payment.

**CONTRACTOR’S CERTIFICATION – BID PROPOSAL**

\_\_\_\_\_, as part of its bid on a contract for  
(Name of Contractor)  
Landscaping Maintenance to the City of Highwood, 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 5/33-3 or 5/33 E-4.

By: \_\_\_\_\_  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

this \_\_\_\_\_ day of \_\_\_\_\_, 2009

My commission expires: \_\_\_\_\_

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

**BID FORM – LANDSCAPING MAINTENANCE**

BID TO: City of Highwood  
17 Highwood Avenue  
Highwood, IL 60040

DATE: \_\_\_\_\_, 2009

BID FROM: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address, Town, Zip Code

**THE UNDERSIGNED**

1. Acknowledges receipt of Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

2. Agrees:

A. That this bid shall be good and may not be withdrawn after the scheduled closing time for receiving bids.

B. To accept the provision of the Instructions to Bidders regarding disposition of bid deposit.

C. To enter into and execute a contract with the City of Highwood if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all Bonds and Insurance required by the Bidding Document.

2. Accomplish the work in accordance with the Contract.

3. Complete the work within the Contract Time herein specified.

3. Contract Time: The successful bidder shall complete all the work required by the contract during the period of time between August 1<sup>st</sup> and October 31<sup>st</sup>.

4. The City of Highwood reserves the right to reject any and all bids for any reason and to reject the bid of any person or firms who, in its opinion, have not had sufficient experience in the type of work on which they are bidding, or who is not provided with the necessary capital, materials, machinery and personnel, including supervisory personnel to execute the work to be contracted.

**BASE BID – LANDSCAPING MAINTENANCE**

**LUMP SUM – Base Bid:** Shall include all labor, materials and equipment required to perform all work outlined in the contract documents and specifications. Item description corresponds with the Location Map included in these contract documents.

ITEM DESCRIPTION	AMOUNT
1. City Public Right-of-Way Roadside and Shoulder Mowing	\$ _____
2. City Hall	\$ _____
3. Water Treatment Plant	\$ _____
4. Everts Park	\$ _____
5. Downtown Metra Train Station	\$ _____
6. Fort Sheridan Metra Train Station	\$ _____
7. DeRoo Loop Property	\$ _____
8. Bank Lane East Side of Metra Line	\$ _____
9. Clay Avenue and Lakeview Bike Path	\$ _____
10. Lift Station and Western Avenue	\$ _____
11. 50 Pleasant Park	\$ _____
12. Burtis and Burtis Park	\$ _____
13. Sheridan Road Bike Path	\$ _____

**TOTAL BASE BID – 2009 LANDSCAPING MAINTENANCE**

Bidder agrees to perform all construction, exclusive of Alternate Bids, as set forth in the bidding documents for:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

**ALTERNATE BIDS – LANDSCAPING MAINTENANCE**

In the event that work shown or specified under any of the various Alternatives is accepted and incorporated into the contract, add to the Base Bid the sum of:

<u>ITEM</u>	<u>AMOUNT</u>
A. Landscaping Maintenance Bid for the 2010 Season (To be exercised at the option of the City of Highwood)	\$ _____
B. Landscaping Maintenance Bid for the 2011 Season (To be exercised at the option of the City of Highwood)	\$ _____

## UNIT COST BID

During the course of the season it may become necessary to perform extra work. Unit cost labor, material and equipment shall be applied when extra work is performed.

	<u>ITEM</u>	<u>UNIT COST</u>
a.	Laborer	\$ _____/hr
b.	Foreman	\$ _____/hr
c.	Pick-up Truck	\$ _____/hr
d.	One Ton Dump Truck	\$ _____/hr
e.	Front-end Loader	\$ _____/hr
f.	Back-hoe	\$ _____/hr
g.	Crawler loader	\$ _____/hr
h.	Crawler dozer	\$ _____/hr
i.	#2 Torpedo sand	\$ _____/cu. yd.
j.	Limestone screenings	\$ _____/cu. yd.
k.	CA-6 Granular stone	\$ _____/cu. yd.
l.	Seeding	\$ _____/cu. yd.
m.	Overseeding	\$ _____/cu. yd.
n.	Shredded wood bark mulch	\$ _____/cu. yd.
o.	Black dirt	\$ _____/cu. yd.
p.	Excelsior blanket	\$ _____/sq. yd.
q.	Aeration per acre	\$ _____
r.	Slit seeding per acre	\$ _____
s.	Soil analysis	\$ _____

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days.

RESPECTFULLY SUBMITTED, signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

State of registration or incorporation (if applicable): \_\_\_\_\_

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

Title: \_\_\_\_\_

Corporations must attach a certified copy of a resolution evidencing the authority of the person signing this bid to do so.

SUBSCRIBED AND SWORN BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 2009

-OR-

(IF A CORPORATION):

(SEAL)

\_\_\_\_\_  
Notary Public  
MY COMMISSION EXPIRES:

ATTEST:

\_\_\_\_\_  
Secretary

**CONTRACT**

1. This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the City of Highwood, acting by and through its Mayor and City Clerk and \_\_\_\_\_.
  
2. That for and in consideration of the payments and agreements mentioned in the City of Highwood Specifications and Contract Documents for Landscaping Maintenance attached hereto, \_\_\_\_\_ agrees with the City of Highwood and his/their 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 as such City of Highwood Specifications and Contract Document for Landscaping Maintenance attached hereto, for the year 2009.
  
3. It is understood and agreed that the City of Highwood Specifications and Contract Document for Landscaping Maintenance for the year ended October 31, 2009, hereto attached, prepared by the City of Highwood, are 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.

**CITY OF HIGHWOOD**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**IF A CORPORATION:**  
CORPORATE NAME:

\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

**IF AN INDIVIDUAL:**

\_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public  
MY COMMISSION EXPIRES: \_\_\_\_\_

\*\*\*\*\*

**IF A PARTNERSHIP:**

PARTNERS DOING BUSINESS UNDER THE  
NAME OF: \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public  
MY COMMISSION EXPIRES: \_\_\_\_\_

\*\*\*\*\*

## **GENERAL FIRM INFORMATION**

- A. Name, phone number and fax number of firm presenting proposal.
- B. List twenty-four hour phone or pager number of the person to be responsible for the fulfillment of the contract.
- C. List the general financial assets to support the ability of the firm to complete the work proposed.
- D. Give the number of years the firm has been in operation.
- E. Indicate whether the firm is an Illinois Corporation in good standing with the State of Illinois.
- F. List the principals of the firm.
- G. List the number of employees properly trained and available to perform the work proposed.
- H. List the type and amount of equipment that will be used to perform the work proposed; be specific.

List five references where similar work has been performed, giving the name of the person or firm where work was performed, the contact person and phone number.

**EXHIBIT A**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Name of Insured:  
Policy Number:  
Policy Period:  
Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractor's work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.