

**SPECIFICATIONS & CONTRACT DOCUMENTS
2026
LANDSCAPE FERTILIZATION
AT
ROADSIDE RIGHTS-OF-WAY & MEDIAN &**

SPECIFIED FACILITIES

Required For Use By:

CITY OF DARIEN
Darien, Illinois 60561

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 26

**** MUST BE EXECUTED AND NOTARIZED ****

BIDS TO BE EXECUTED IN DUPLICATE

ALL SIGNATURES TO BE SWEARN BEFORE A NOTARY PUBLIC

ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD:	May 1, 2026 – April 30, 2027
2 nd Year Extension (Option)	May 1, 2027 – April 30, 2028
3 rd Year Extension (Option)	May 1, 2028 – April 30, 2029

BID DEPOSIT: Five Percent (5%) of total bid

DRAWINGS: None

BID OPENING-DATE/TIME/LOCATION: February 11, 2026 – 10:00 AM

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

2026
LANDSCAPE FERTILIZATION PROGRAM
AT ROADSIDE RIGHTS OF WAY, MEDIAN &
SPECIFIED FACILITIES

LEGAL NOTICE

REQUEST FOR BIDS

Notice is hereby given that the City of Darien is seeking bids for the 2026 Landscape Fertilization Program at Roadside Rights of Way and Medians and 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 10:00 a.m. on Wednesday February 11, 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 No bid shall be withdrawn after opening of bids without the consent of the City of Darien, Darien, Illinois, for a period of one hundred twenty (120) days.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

2026 LANDSCAPE FERTILIZATION PROGRAM AT ROADSIDE
RIGHTS OF WAY, MEDIAN & SPECIFIED FACILITIES

ISSUED: **January 14, 2026**

BID OPENING: **February 11, 2026 10:00 a.m.**

I. GENERAL CONDITIONS

1. 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, Du Page County, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF PROPOSAL

The bidder must submit his proposal 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 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 completed, executed and notarized at the time of submission of a bid:

1. CONTRACTOR'S CERTIFICATION - BID PROPOSAL

2. BID PROPOSAL

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

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

3. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid. Notice the closing time for the receipt of bids.

However, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days after said opening of bids, nor shall the successful bid be withdrawn, canceled, or modified after having been accepted by the City.

4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- Each bid proposal meets City Specifications and is submitted separately.
- The City shall not consider an alternate bid which fails to meet specifications.

5. BID DEPOSIT

When required on Page 1 of these Specifications, a bid deposit in the amount specified shall accompany all bids. 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 Darien or a 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.

6. 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 bidder(s) fails to furnish the performance bonds within thirteen (13) 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 estimate of the amount of damages that said City will sustain due to the Bidder's failure to furnish said bond.

7. EQUIVALENT PRODUCT

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.

8. BASIS OF AWARD

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

9. ACCEPTANCE OF BID

The City shall make its determination with respect to bids within sixty (60) days 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.

10. 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.

11. DELIVERY

No products for this contract shall be delivered to the City of Darien.

12. GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the bidder and shall be delivered to the City before the final payment voucher is issued.

13. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the City of Darien 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 bidder from his obligations or change the terms 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 under "insurance."

The 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.

14. 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 Darien upon any debt, contract or other obligation or who has failed to perform faithfully any previous contract with the City.

The bidder shall have no less than five (5) years of experience within the fertilization market applications within a municipal or commercial setting. Bidder shall provide at least three (3) references as required on page 43.

The bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the City of Darien 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 whom, in the sole and exclusive discretion of the City, cannot completely perform the services or deliver the goods specified in these specifications.

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

The equipment supplied to the City of Darien 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 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 successful bidder will strictly comply with all ordinances of the City of Darien, the laws of the State of Illinois and United States Government.

16. SPECIAL HANDLING

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

17. 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.

18. TOXIC SUBSTANCES

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 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 bidder.

19. TERMINATION OF CONTRACT

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

1. If the 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 bidder);
2. If the 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;
3. If it is determined that bidder knowingly falsified information provided to the City;
4. If it is determined that bidder offered substantial 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 bidder decreeing the dissolution of the bidder and such order remains in effect for sixty (60) days; or,
6. The bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the bidder, or commence any proceedings relating to the 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 bidder, and the bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the 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 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 bidder shall be liable to the City for any excess costs for such similar supplies or service, provided that the bidder shall continue the performance of this contract to the extent not terminated under the provision of this clause.

20. 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 canceled 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 position thereof, it will determine the availability (in accordance with the department 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 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, such inclusion to be either verbatim or by reference so that the provision 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.

21. CONTRACTOR'S INSURANCE SPECIFICATIONS

- A. The contractor shall not commence work under this contract until he/she has obtained all insurance required herein and such insurance has been approved by the City. Nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. The contractor shall furnish two (2) copies of certificates, with the City, its elected and appointed officers, agents, employees, and volunteers named as additional insureds, showing the following minimum coverage in an insurance company acceptable to the City. In addition, the endorsements and provisions hereinafter set forth shall be provided, signed by authorized agents of the insurer(s).

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 claims are 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 \$1,000,000 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.

GIRMA Organization\WEBSITE\WORD DOCUMENTS\BEST PRACTICES-MODEL POLICIES\Model Risk Management Handbook\Recommended Contractual Insurance Guidelines-2013.doc

Adopted 1/2002
Revised 2/2005
Revised 1/2011
Revised 6/2011
Revised 5/2013
Revised 2/2015

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.

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.

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.

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

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 Opera- tions

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".

EXHIBIT E

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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: <input type="text"/> Producer/Ins. Broker Contact Info.	
		PHONE <input type="text"/> (A/C, No, Ext: <input type="text"/> FAX <input type="text"/> (A/C, No: <input type="text"/>	
		E-MAIL <input type="text"/>	
		ADDRESS: <input type="text"/>	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: <input type="text"/> Name of Insurance Company NAIC # <input type="text"/> Completed	
		INSURER B: <input type="text"/> Name of Insurance Company Completed	
		INSURER C: <input type="text"/>	
		INSURER D: <input type="text"/>	
		INSURER E: <input type="text"/>	
		INSURER F: <input type="text"/>	

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		REVISION NUMBER:
A	GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) <input type="checkbox"/> MED EXP (Any one person) <input type="checkbox"/> PERSONAL & ADV INJURY <input type="checkbox"/> GENERAL AGGREGATE <input type="checkbox"/> PRODUCTS - COMP/OP AGG <input type="checkbox"/> \$ <input type="checkbox"/>		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									
A	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) <input type="checkbox"/> BODILY INJURY (Per person) <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident) <input type="checkbox"/> \$ <input type="checkbox"/>		
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS									
A	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE <input type="checkbox"/> AGGREGATE <input type="checkbox"/> \$ <input type="checkbox"/>		
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE									
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT <input type="checkbox"/>		
	ANY PROPRIETOR/PARTNER/EXECUTIVE EXCLUDED? <input type="checkbox"/> MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below									
	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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ACORD 25 (2010/05)

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II. ADDITIONAL REQUIREMENTS

A. Examination of Site

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

B. 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.

C. 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.

D. Notification

Prior to any fertilizer application, the vendor shall be responsible for providing a forty-eight (48) hour notice via facsimile or in person to sensitive prone facilities. These facilities shall include but are not limited to:

- Schools
- Residents
- Retail Establishments

The City of Darien will provide the awarded vendor the contract information as required.

SPECIFIC AREAS OF MAINTENANCE

The area and scope of work herein described are general in nature and should be treated as such. Only after a meeting with the Superintendent of Municipal Services can a true cost factor be determined. The contract covers six (6) specific areas, they are identified as:

- I. RIGHT-OF-WAY
- II. SPECIFIED FACILITY MAINTENANCE
- III. SPECIFIED BASIN MAINTENANCE
- IV. LANDSCAPE BED PLANT FERTILIZATION
- V. TREE MAINTENANCE
- VI. RIP RAP AREAS

The following would be the required general scope and work to be accomplished.

I. RIGHT-OF-WAY FERTILIZATION

Work under this section shall include all fertilizing and broad leaf weed control as described below: Area included under this category and other specific locations as defined and located upon consultation with the Superintendent of Municipal Services.

A.	(1)	All median areas and roadside of ways on 75 th Street from, 1 Lot west of Sheridan Drive to Lemont Road.	29.94 acres
	(2)	Plainfield Road from Cass Avenue east to 75 th Street.	<u>2.00 acres</u>
		Total acres <u>31.94 acres</u>	

APPLICATION #1	MARCH-APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 with 0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control
APPLICATION #2	APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.
APPLICATION #3	MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative
APPLICATION #4	JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control
APPLICATION #5	SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G Insecticide
APPLICATION #6	NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS

II. SPECIFIED FACILITY MAINTENANCE

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

	<u>Acres</u>
City Hall 1702 Plainfield Rd	0.70
Municipal Services 1041 S Frontage Rd	1.70
Water Plant #2 1220 Plainfield Rd	.33
Water Plant #3 1930 Manning Rd	.57
Water Plant #4 1901 Manning Rd	.66
Water Plant #5 8600 Lemont Rd	.83
Water Stand Pipe 6709 Wilmette Ave	<u>.11</u>
Total	4.90

APPLICATION #1 MARCH-APRIL
Fertilizer application with Crabgrass Pre-emergent 25-0-5 with 0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control

APPLICATION #2 APRIL – MAY
Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.

APPLICATION #3 MAY – JUNE
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative

APPLICATION #4 JULY – AUGUST
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control

APPLICATION #5 SEPTEMBER
Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G Insecticide

APPLICATION #6 NOVEMBER - DECEMBER
Dormant Fertilizer application.
25-0-5 50% AS

Special Note: The vendor shall adhere to all government guidelines for the product uses listed above. In the event that a product has been banned or its use has been limited, the vendor shall provide such documentation along with a substitute. Equivalent products are allowed, provided that a certification letter from the proposed equivalent manufacturer are submitted within the bid packet and noted. All proposed equivalent products must meet or exceed the bid specifications.

III. SPECIFIED BASIN MAINTENANCE

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

	<u>Acres</u>
Dale Road Basin	1.20
Nantucket Basin	2.50
Woodland Basin/Whittier	3.10
Green Valley Basin	1.80
Fairview Manning Basin	1.70
86 th Street Basin	2.10
Plainfield Manning Basin	0.75
Westminster Court Basin	0.30
Florence Basin	<u>0.25</u>
Total	13.70

APPLICATION #1 MARCH-APRIL
Fertilizer application with Crabgrass Pre-emergent 25-0-5 with 0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control

APPLICATION #2 APRIL – MAY
Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.

APPLICATION #3 MAY – JUNE
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative

APPLICATION #4 JULY – AUGUST
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control

APPLICATION #5 SEPTEMBER
Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G Insecticide

APPLICATION #6 NOVEMBER - DECEMBER
Dormant Fertilizer application.
25-0-5 50% AS

Special Note: The vendor shall adhere to all government guidelines for the product uses listed above. In the event that a product has been banned or its use has been limited, the vendor shall provide such documentation along with a substitute. Equivalent products are allowed, provided that a certification letter from the proposed equivalent manufacturer are submitted within the bid packet and noted. All proposed equivalent products must meet or exceed the bid specifications.

IV. LANDSCAPE BED PLANT MAINTENANCE

Work under this section shall include the following locations:

Section A 75th Street Median Landscape Beds	Planting Beds	Estimated Total Square Yards
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
8 - 75 th St & Williams Ave - East (Park Ave)	1	175
TOTALS	8	2060

Section B Roadside ROW – Landscape Beds City Entrance Signs	Number of Planting Beds	Estimated Total Square Yards
1 - Plainfield Rd - Northern ROW	2	352
West of Route 83 & Evergreen trees-planting bed		
2 - 83rd St - Southern ROW	1	35
East of Janes Ave		
3 - 75th St - Southern ROW	1	52
East of Lemont Rd		
4 - 75th St - Southern ROW	1	52
West of Route 83		
5 - Cass Ave - Eastern ROW	1	52
North of Frontage Rd		
6 - Cass Ave - Western ROW	1	40
South of 67th St		
7 - Lemont Rd - Eastern ROW	1	60
North of I-55		
8 - 87th St - Southern ROW	1	85
East of Woodward		
TOTALS	9	728

Section C-1 City of Darien-Clock Tower and Marquee Corners Cass Ave and Plainfield Rd-Plant Bed Fertilization and Turf Fertilization	Number of Planting Beds	Estimated Total Square Yards
C-1 Plant Bed Fertilization		
1 - Cass Ave & Plainfield Rd North East Corner	4	450
2- Cass Ave & Plainfield Rd South West Corner	1	10
TOTALS	5	460
Section C-2	Turf	Estimated Total

City of Darien-Clock Tower Cass Ave and Plainfield Rd- Turf Fertilization	Fertilization Locations	Square Yards
C-2 Cass Ave & Plainfield Rd North East Corner Turf Treatment-Applications	1	250
TOTALS	1	250

V. ROOT FEEDING OF TREES

Work under this section shall be completed as follows:

240 trees along 75th Street from Nantucket Drive to Lemont Road to receive 6 fluid ounce injections of a balanced fertilizer (17-0-5). Doing injections from the drip line of the tree to the base of the trunk @ 2.5' intervals, 3 to 6 inches in depth.

VI. RIP RAP AREAS

Work under this section shall include the following locations

#	Location	Size	Sq. Ft
1	Dorchester/Somerset	39x82	3198
2	79th/Farmingdale Southside	39x82	3198
3	79th/Farmingdale Northside	36x48	1728
4	Farmingdale @ Honey Locust (Westside)	12x32	384
5	Walnut / Farmingdale (Bertha) Southside	16x32; 28x59	2164
6	Walnut / Farmingdale (Bertha) Northside	40x64	2560
7	Elm (Tennis Cts) Southside (x-7318 Elm)	20x22	440
8	Elm (Tennis Cts) Northside (7318 Elm)	16x16	256
9	Southeast Corner Elm / Evans	13x13	169
10	Sunrise / Elm	10x10; 8x13; 20x10; 20x10	604
11	74th Pipe Crossing	10x10; 10x20	300
12	74th (Patio) East	7x14	98
13	74th (Patio) Center	7x14	98
14	74th (Patio) West	7x12	84
15	74th (Patio) Outflow	7x6	42
16	7210 Sunrise	12x13	156
17	106 Janet	17x18	306
18	329 Janet	14x20	280
19	330 Janet	15x19	285
20	7306 Evans	20x20	400
21	X- 7314 Evans	10x18	180
22	6902 Brookbank (on 69th)	11x16	176
23	Crest/Holly	14x18	252
24	68th @ Dale Basin	20x20	400
25	67th @ Dale Basin	14x18	252
26	High Rd @ Dale Basin	20x24	480
27	6727 Clarendon Hills Rd	15x20	300
28	6722 Clarendon Hills Rd	15x20	300
29	6717 Alabama	18x23	414

30	Southside 67th - 200' East of Cass	5x9; 7x9; 8x9	180
31	Behind 7909 Knottingham	18x22	396
32	Behind 7941 Knottingham	8x10	80
33	Westside Oldfield across from Oldfield Oaks Park	12x12	144
34	Eastside Oldfield along Oldfield Oaks Park	8x196	1568
35	Rear Grandview/Drover	25x30	750
36	Hinsbrook Park	8x10	80
	Total		22,702

VII. GENERAL CONDITIONS

- A. The contractor shall submit each month, along with request of payment, an itemized listing of "work performed" during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.
- B. Contract payment, pay request and payout:
 - 1. Contractor's pay request billing, along with the itemized "work performed" listing, shall be in the offices of the Municipal Services Department, on each Tuesday prior to the first and third Monday of the month, beginning with the month of May and ending the month of November. (7 months)
 - 2. Contract payouts are City Council approved on the first and third Monday of each month, with payment to the Contractor available the following Tuesday by 12:00 noon. Unless otherwise expressed, payment will be placed in the mail.
- C. These specifications, along with the consultation period between Contractor and Municipal Services Department prior to submitting the bid proposal, are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these specifications omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Department, or at a negotiated cost with the Department so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

END OF SPECIFICATIONS

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 720ILCS 5/33E-3 or 5/33E-4.

CERTIFIED PESTICIDE APPLICATOR CERTIFICATE NO. _____
ATTACH A CURRENT COPY OF PESTICIDE APPLICATOR CERTIFICATE

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of
_____, 20__.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

**BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS, MEDIAN,
SPECIFIED FACILITIES AND RIP-RAP AREAS**

This bid proposal is based upon an itemization of one base year with two optional year contract proposal. **The below proposal is for May 1, 2026 through April 30, 2027.** The second year of the option to be determined and evaluated in April of 2027. 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.

I. RIGHT-OF-WAY MAINTENANCE - FERTILIZATION DESCRIPTION

<u>ACRES</u>	<u>COST</u>
31.94	

APPLICATION #1 MARCH – APRIL	\$ _____
Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Demision Pre-M & Escalade Broadleaf Weed Control	
APPLICATION #2 APRIL – MAY	\$ _____
Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	
APPLICATION #3 MAY – JUNE	\$ _____
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	
APPLICATION #4 JULY – AUGUST	\$ _____
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	
APPLICATION #5 SEPTEMBER	\$ _____
Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	
APPLICATION #6 NOVEMBER - DECEMBER	\$ _____
Dormant Fertilizer application. 25-0-5 50% AS	
SUB TOTAL I	\$ _____

NOTE: THE PIE CORNER IS INCLUDED AS PART OF THIS CONTRACT FOR 75TH
STREET AND PLAINFIELD ROAD NW CORNER .17 ACRES

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	<u>COST</u>
A. City Hall 1702 Plainfield Rd	0.70	
APPLICATION #1 MARCH – APRIL		\$ _____
Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Demision Pre-M & Escalade Broadleaf Weed Control		
APPLICATION #2 APRIL – MAY		\$ _____
Fertilizer application 25-0-5 AS with Escalade Broadleaf Weed Control.		
APPLICATION #3 MAY – JUNE		\$ _____
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		
APPLICATION #4 JULY – AUGUST		\$ _____
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		
APPLICATION #5 SEPTEMBER		\$ _____
Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G		
APPLICATION #6 NOVEMBER - DECEMBER		\$ _____
Dormant Fertilizer application. 25-0-5 50% AS		
SUB TOTAL II A.		\$ _____

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>
B. Municipal Services 1041 S Frontage Rd	1.70
	<u>COST</u>
APPLICATION #1 MARCH – APRIL	\$ _____
Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Demision Pre-M & Escalade Broadleaf Weed Control	
APPLICATION #2 APRIL – MAY	\$ _____
Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	
APPLICATION #3 MAY – JUNE	\$ _____
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	
APPLICATION #4 JULY – AUGUST	\$ _____
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	
APPLICATION #5 SEPTEMBER	\$ _____
Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	
APPLICATION #6 NOVEMBER – DECEMBER	\$ _____
Dormant Fertilizer application. 25-0-5 50% AS	
SUB TOTAL II B.	\$ _____

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	<u>COST</u>
C. Water Plant #2 1220 Plainfield Rd	.33	
D. Water Plant #3 1930 Manning Rd	.57	
E. Water Plant #4 1901 Manning Rd	.66	
F. Water Plant #5 8600 Lemont Rd	.83	
G. Water Standpipe 6709 Wilmette Ave	<u>.11</u>	
TOTAL ACRES	2.5	
 APPLICATION #1 MARCH – APRIL		\$ _____
Fertilizer application with Crabgrass		
Pre-emergent 25-0-5 w/0.19% Demision		
Pre-M & Escalade Broadleaf Weed Control		
 APPLICATION #2 APRIL – MAY		\$ _____
Fertilizer application 25-0-5 AS with,		
Escalade Broadleaf Weed Control.		
 APPLICATION #3 MAY – JUNE		\$ _____
Fertilizer application 21-0-3 .2 Merit AS		
with Tri-Power Broadleaf Leaf Weed		
Control-Includes Grub Preventative		
 APPLICATION #4 JULY – AUGUST		\$ _____
Fertilizer application 25-0-5 50% AS		
with Tri-Power Broadleaf Weed Control		
 APPLICATION #5 SEPTEMBER		\$ _____
Fertilizer application with Broadleaf Weed Control.		
Follow up Grub Control as needed.		
25-0-5 50% AS, Tripower, Dylox 6.2G		
 APPLICATION #6 NOVEMBER - DECEMBER		\$ _____
Dormant Fertilizer application.		
25-0-5 50% AS		
 SUB TOTAL II C-G.		\$ _____

III. SPECIFIED BASIN MAINTENANCE

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

LOCATION	ACRES
DALE ROAD BASIN	1.20
NANTUCKET BASIN	2.50
WOODLAND BASIN/WHITTIER	3.10
GREEN VALLEY BASIN	1.80
FAIRVIEW MANNING BASIN	1.70
86 TH STREET BASIN	2.10
PLAINFIELD MANNING BASIN	.75
WESTMINSTER COURT	.30
7702 FLORENCE AREA	.25
TOTAL ACRES	13.70

FERTILIZATION DESCRIPTION	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ _____
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ _____
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ _____
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ _____
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	\$ _____
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ _____
SUB TOTAL III	\$ _____

IV. A. LANDSCAPE BED PLANT FERTILIZATION

A. Landscape Beds 75th Street Median	Number of Planting Beds	Estimated Total Square Yards
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
8 - 75 th St & Williams Ave – East (Park Ave)	1	175
TOTAL	8	2060

WORKSHEET

CATEGORY	UNIT COST	UNITS	TOTAL COSTS
CATEGORY#1		8	
CATEGORY#2		120	
CATEGORY#3		8	

TOTAL COSTS

CATEGORY#1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$_____

CATEGORY#2 SPECIAL

Bi weekly-**15 Applications** -Late April to Mid-October

Post Emergent 2 times a month-Razor Pro + Crop Oil

15 x (UNIT PRICE INSERT \$_____ x 8 BEDS = COST \$_____

CATEGORY#3

Late Fall-Mid November

Bed Pre-emergent-BroadStar \$_____

SUB TOTAL IV. A.

\$_____

IV. B. LANDSCAPE ENTRANCEWAY SIGNS BED PLANT FERTILIZATION

B. Roadside ROW – Landscape Beds B. City Entrance Signs	Number of Planting Beds	Estimated Total Square Yards
1 - Plainfield Rd - Northern ROW		
West of Route 83	1	52
Evergreen trees-planting bed	1	300
2 - 83rd St - Southern ROW		
East of Janes Ave	1	35
3 - 75th St - Southern ROW		
East of Lemont Rd	1	52
4 - 75th St - Southern ROW		
West of Route 83	1	52
5 - Cass Ave - Eastern ROW		
North of Frontage Rd	1	52
6 - Cass Ave - Western ROW		
South of 67th St	1	40
7 - Lemont Rd - Eastern ROW		
North of I-55	1	60
8 - 87th St - Southern ROW		
East of Woodward	1	85
Total City Entrance Signs	9	728

WORKSHEET

COSTS

CATEGORY	UNIT COST	UNITS	TOTAL COSTS
CATEGORY#1		8	
CATEGORY#2		120	
CATEGORY#3		8	

TOTAL COSTS

CATEGORY#1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ _____

CATEGORY#2 SPECIAL

Bi weekly-**15 Applications** -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil

15 x (UNIT PRICE INSERT \$ _____ x 8 BEDS = COST \$ _____

CATEGORY#3

Late Fall-Mid November

Bed Pre-emergent-BroadStar \$ _____

SUB TOTAL COST IV. B.

\$ _____

TOTAL COSTS IV.A. AND IV.B. \$ _____

V.A. LANDSCAPE BED PLANT FERTILIZATION

Section A City of Darien-Clock Tower and Marquee Corners Cass Ave & Plainfield Rd-Plant Bed Fertilization & Turf Fertilization		Number of Planting Beds	Estimated Total Square Yards
A. Plant Bed Fertilization			
1 - Cass Ave & Plainfield Rd North East Corner		4	450
2- Cass Ave & Plainfield Rd South West Corner		1	10
TOTALS V.A. 1 AND 2		5	460

WORKSHEET

CATEGORY	UNIT COST	UNITS	TOTAL COSTS
CATEGORY#1		5	
CATEGORY#2		120	
CATEGORY#3		5	

TOTAL COSTS

CATEGORY#1
April-First two weeks
Bed Pre-emergent + Fertilizer- Snapshot TG
Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ _____

CATEGORY#2 SPECIAL
Bi weekly-**15 Applications** -Late April to Mid-October
Post Emergent 2 X a month-Razor Pro + Crop Oil
15 x (UNIT PRICE INSERT \$ _____ x 120 BEDS = COST \$ _____

CATEGORY#3
Late Fall-Mid November
Bed Pre-emergent-BroadStar \$ _____

SUB TOTAL COST V.A. 1 AND 2 \$ _____

V. B. TURF FERTILIZATION

Section B City of Darien - Clock Tower Cass Ave & Plainfield Rd- Turf Fertilization	Turf Fertilization Locations	Estimated Total Square Yards
Cass Ave & Plainfield Rd North East Corner Turf Treatment-Applications	1	250
TOTALS	1	250

Turf -Fertilization

FERTILIZATION DESCRIPTION

COST

APPLICATION #1 MARCH – APRIL

Fertilizer application with Crabgrass Pre-emergent
25-0-5 w/0.19% Deminsion Pre-M & Escalade
Broadleaf Weed Control

\$_____

APPLICATION #2 APRIL – MAY

Fertilizer application 25-0-5 AS with,
Escalade Broadleaf Weed Control.

\$_____

APPLICATION #3 MAY – JUNE

Fertilizer application 21-0-3 .2 Merit AS
with Tri-Power Broadleaf Leaf Weed
Control-Includes Grub Preventative

\$_____

APPLICATION #4 JULY – AUGUST

Fertilizer application 25-0-5 50% AS with
Tri-Power Broadleaf Weed Control

\$_____

APPLICATION #5 SEPTEMBER

Fertilizer application with Broadleaf Weed Control.
Follow up Grub Control as needed.
25-0-5 50% AS, Tripower, Dylox 6.2G

\$_____

APPLICATION #6 NOVEMBER - DECEMBER

Dormant Fertilizer application.
25-0-5 50% AS

\$_____

SUB TOTAL COST V.B.

\$_____

TOTAL COSTS V.A AND V.B

\$_____

COST

VI. TREE FERTILIZATION

Tree Root Feeding for trees

\$_____

SUB TOTAL VI

\$_____

VII. RIP RAP AREAS

The following areas shall be treated with environmental friendly weed kill within the specified areas. The specified areas contain rip-rap rock for earth stabilization. The application shall be completed in June/July pending weather.

#	<u>Location</u>	<u>Size</u>	<u>Sq. Ft</u>
1	Dorchester/Somerset	39x82	3198
2	79th/Farmingdale Southside	39x82	3198
3	79th/Farmingdale Northside	36x48	1728
4	Farmingdale @ Honey Locust (Westside)	12x32	384
5	Walnut / Farmingdale (Bertha) Southside	16x32; 28x59	2164
6	Walnut / Farmingdale (Bertha) Northside	40x64	2560
7	Elm (Tennis Cts) Southside (x-7318 Elm)	20x22	440
8	Elm (Tennis Cts) Northside (7318 Elm)	16x16	256
9	Southeast Corner Elm / Evans	13x13	169
10	Sunrise / Elm	10x10; 8x13; 20x10; 20x10	604
11	74th Pipe Crossing	10x10; 10x20	300
12	74th (Patio) East	7x14	98
13	74th (Patio) Center	7x14	98
14	74th (Patio) West	7x12	84
15	74th (Patio) Outflow	7x6	42
16	7210 Sunrise	12x13	156
17	106 Janet	17x18	306
18	329 Janet	14x20	280
19	330 Janet	15x19	285
20	7306 Evans	20x20	400
21	X- 7314 Evans	10x18	180
22	6902 Brookbank (on 69th)	11x16	176
23	Crest/Holly	14x18	252
24	68th @ Dale Basin	20x20	400
25	67th @ Dale Basin	14x18	252
26	High Rd @ Dale Basin	20x24	480
27	6727 Clarendon Hills Rd	15x20	300
28	6722 Clarendon Hills Rd	15x20	300
29	6717 Alabama	18x23	414
30	Southside 67th - 200' East of Cass	5x9; 7x9; 8x9	180
31	Behind 7909 Knottingham	18x22	396
32	Behind 7941 Knottingham	8x10	80
33	Westside Oldfield across from Oldfield Oaks Park	12x12	144
34	Eastside Oldfield along Oldfield Oaks Park	8x196	1568
35	Rear Grandview/Drover	25x30	750
36	Hinsbrook Park	8x10	80
	Total		22,702

	<u>COST</u>
APPLICATION #1-Weed Prevention June/July	\$ _____
APPLICATION #2 Optional To be determined	\$ _____
SUB TOTAL VII - Rip – Rap Areas	\$ _____
TOTAL COST SECTION - I & II & III & IV & V & VI & VII for 2026	\$ _____

BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS AND MEDIAN
AND SPECIFIED FACILITIES

CONTRACT EXTENSION ONE
MAY 1, 2027-APRIL 30, 2028

This bid proposal is for a contract extension of one year beginning **May 1, 2027 through April 30, 2028**. **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 SECTION - I & II & III & IV & V & VI & VII for 2027 \$_____

BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS AND MEDIAN
AND SPECIFIED FACILITIES

CONTRACT EXTENSION TWO
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 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 SECTION - I & II & III & IV & V & VI & VII for 2028 \$_____

BID PROPOSAL
SCHEDULE OF PRICES

We propose to furnish labor and material - complete in accordance with the foregoing specifications and subject to all conditions found within such specifications, either expressed herein writing, for the described area sections and within the general conditions, and as per the scheduled prices expressed herein and about.

RESPECTFULLY SUBMITTED:

(Corporate Seal)

CORPORATE NAME

Attest:

BY: _____

By: _____

President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20_____

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CONTRACT

1. This agreement, made and entered into this ____ day of _____ 20_____, between the City of Darien, acting by and through its Mayor and Clerk and _____.
2. That for and in consideration of the payments and agreements mentioned in City of Darien for the Specifications and contract documents for the 2026 Landscape Fertilization at Roadside Right of ways and Medians and Specified Facilities, along with two optional extensions for 2027 and 2028 and attached hereto, agrees with the City of Darien at 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 of such City of Darien Contract attached hereto.
3. It is understood and agreed that City of Darien Contract hereto attached, prepared by the City of Darien, is an essential document of this contract and is a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(City Seal)

CITY OF DARIEN

Attest:

By: _____
City Clerk

By: _____
Mayor

(Corporate Seal)

CORPORATE NAME

Attest:

By: _____
Secretary

By: _____
President

CONTRACT - Page Two

(Corporate Seal)

IF A PARTNERSHIP

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20____

MY COMMISSION EXPIRES:

NOTARY PUBLIC

REFERENCE LISTING

The bidder shall have a minimal of 5 years of experience within a municipal or commercial setting. Please provide a minimum of five references for which your firm has provided similar services during at least one of the past three years. The following information must be provided with each reference in order for the reference to be considered.

COMPANY NAME

COMPANY CONTACT

COMPANY TELEPHONE NUMBER

GENERAL DESCRIPTION OF SERVICES PROVIDED

You may use your own forms to provide the required reference information.