



## INSTRUCTIONS TO BIDDERS

**DATE: 01/28/2021**

**BID REQUEST: Bulk Fertilizer Applications and Turf Products**

Sealed bids will be accepted until **February 12, 2021 at 1:00 P.M** and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting.

### **1. Preparation and Submission of Bid Proposal**

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including; equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

## **2. Requirement of Bidders**

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On the Project References form provided herein, list at least five (5) construction projects your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the project and brief project description, owner and telephone number, project cost and date of completion.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or owner's representative.

Other required submittals include: Bid Proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

### **3. Examination of Site, Drawings, Specifications**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

### **4. Acceptance or Rejection of Bids**

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Arlington Heights Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

## **5. Surety**

All bids must be accompanied by a bid bond or bank cashier's check or certified check payable to the Arlington Heights Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Arlington Heights Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Arlington Heights Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

## **6. Withdrawal of Bid**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

## **7. Award, Acceptance and Contract**

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2017, as modified by the Park District (or such other form of agreement or contract selected by Owner), and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

## **8. Interpretation of the Contract Documents**

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to

[jlindstrom@ahpd.org](mailto:jlindstrom@ahpd.org) at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

## **9. Addenda**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

## **10. Substitutions during Bidding**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The American Institute of Architects "AIA Document A201-2017 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

#### **I. Insurance and Indemnity Requirements**

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

- A. Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$3,000,000 each occurrence**. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, **using ISO additional insured endorsement CG 20 10** or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- B. Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- C. Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0

I, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance.** Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

**E. General Insurance Provisions.**

**1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.

**2. Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**F. Indemnification**

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



**By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:**

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
6. To furnish a Bid Bond in accordance with the Instructions to Bidders;
7. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;
8. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
9. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;



## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.



**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Arlington Heights Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

B. The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

## **SCOPE AND SPECIFICATION OF WORK**

- The Contractor shall provide all labor, materials, equipment, supplies, fuel and any other items necessary to complete the scope of the work specified herein.
- Scheduled applications are to take place at various park sites and athletic field locations throughout the Village of Arlington Heights as noted in the enclosed specifications. Maps to be provided.
- Quantities (acreage) listed are estimates for bid purposes only; actual quantities may be more or less. The Park District shall be billed for the exact amount of acreage applied.
- Contractor shall provide the Arlington Heights Park District with all Safety Data Sheets and labels for any and all products to be used on Park District property prior to any application.
- Bidders recommending an “Or Equal Product” must provide product literature for the item recommended. Failure may be cause for rejection as non-compliant.
- The Park District may and without cost to the District, require the bidder to provide a product sample or equipment demonstration within 5 days following a verbal request for consideration of an acceptable “Or equal” product or equipment. Failure may be cause for rejection as non-compliant.
- Bidder must notify the District immediately via email if a manufacturer makes a product deletion, substitution or other changes to those specified herein.
- Contractor shall notify the Arlington Heights Park District prior to any application of products 2 days prior to applications to allow for proper posting of areas if necessary, and assure any maintenance needed beforehand, has been completed, and no planned uses scheduled.
- All turf applications shall be applied by an Illinois Licensed Pesticide Operator, under the direct supervision of an appropriate Illinois Licensed Pesticide Applicator. Copies of licensed individuals shall be provided to the Arlington Heights Park District before work begins.
- All Federal, State, Local laws and ordinances, as well as any Policies or Procedures of the Arlington Heights Park District regarding turf applications must be followed.
- Contractor must follow all applicable labels and laws regarding the use of acceptable products.
- Contractor shall supply a current Certificate of Insurance with the Arlington Heights Park District listed as additionally insured.
- The Owner will inspect the sites after applications to determine acceptability. If the application does not comply with specifications, the Owner will notify the Contractor. The Contractor will correct any unacceptable applications at his/her own expense.

### **Equipment/Application Specifications:**

- 2 or 4-Wheel Drive spreader vehicle.
- Low Profile Floatation (turf) Tires required on equipment for use on turf areas.
- 2-5 ton (Min-Max) Hopper Capacity.
- Must be capable of applying in widths of 20ft to 60ft (Min-Max)
- Contractor must provide and operate equipment with “on-board” computerized spreading control systems, capable of controlling and spreading a consistent application of product to cover the entire specified area.
- Contractor shall make use of GPS equipment, log all data, and provide the District with maps showing areas applied.
- Must be capable of lifting large packaging/containers from product staging area for dumping/dispersing into hopper; i.e.; on-board crane or equivalent material handling capacity. The District does not provide equipment or manpower to assist with this function.
- Large farm or agricultural spreader equipment will not be accepted.

**Schedule:**

- Upon effective date of contract, bidder will coordinate with the Supt. of Parks to finalize the application schedule for products being applied. Dates will be weather and ground conditions dependent and not take place until conditions are deemed suitable by the District.
- Park users, District programs and athletics, as well School District use at application sites, take priority to applications. Skipping of a location does not exempt bidder from application, and rescheduling with the Supt. of Parks for the next available time, will be necessary.
- Applications will be scheduled for the early morning hours to reduce conflict with park and field users.
- The Supt. of Parks will provide a priority list and inform applicator of specific locations where applications must be made before others to reduce the conflict with users.
- Any interaction with users regarding the applications or possible conflicts shall be reported to the Supt. of Parks at the earliest convenience to the applicator.

**Product Delivery (individual contractor applications):**

- All delivery of products for contractor application must be sufficient to complete the application process at all the sites specified for each individual application dates.
- Product delivery will not be accepted more than 5 days before scheduled application date.
- The Supt. of Parks will coordinate with the contractor/bidder on the location for product delivery and staging area for equipment loading. **No Deliveries will be accepted prior to May 1, 2021.**
- Packaging must be so that product remains dry. Products may be stored outside, exposed to the weather elements before loading and application commences. Bidder is responsible for the unloading and proper placement of any products from delivery vehicles as per District representative.

**Product Delivery (non-contractor applications):**

- Upon effective date of contract, bidder will coordinate with the Supt. of Parks to finalize dates for the delivery of products not to be applied by contractor. **No Deliveries will be accepted prior to May 1, 2021.**
- Bidder/contractor is responsible for the unloading and proper placement of any products from delivery vehicles, at the direction of a District representative.

Any alterations or modifications of the work herein specified shall be made only by written agreement between the Bidder and the Park District, and shall be made prior to commencement of any such alterations or modifications. No claims for any extra work or materials will be allowed unless covered by written agreement.

**All bids submitted will be considered firm for a period of 60 days from the bid opening date.**

<b>SPREADING SERVICES</b>			
QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
	<b>Fertilizer Application Service, as specified herein 4 application dates (estimated weeks and product)</b>	<b>Per Acre</b>	<b>Totals</b>
<b>53 Acres</b>	May 3, 2021 (0-0-7 w/Acelepryn)	\$ _____	\$ _____
<b>90 Acres</b>	June 14, 2021 (25-0-15)	\$ _____	\$ _____
<b>90 Acres</b>	August 16, 2021 (25-0-15)	\$ _____	\$ _____
<b>90 Acres</b>	November 1, 2021 (25-0-15)	\$ _____	\$ _____
			<b>Grand total</b> \$ _____
<b>FERTILIZERS</b>			
	<b>0-0-7 w/ .067 Acelepryn insecticide w/ fertilizer Delivered in 1000 lb. totes and applied with spread specified above. Fertilizer must meet following specifications: Will consist of 7% sulfate of potash and .067% Acelepryn</b>	<b>Per Ton</b>	<b>Totals</b>
<b>4 TONS</b>		\$ _____	\$ _____
<b>1 App.</b>			
<b>5/3/21</b>	<b>Rate of product application is 150 lbs. per acre or 13.3 acres per ton</b>  <b>Mfg. _____</b>		
	<b>25-0-15 Fertilizer Delivered in 1000 lb. totes and applied with spread specified above. Fertilizer must meet following specifications: Total Nitrogen – Half of total Nitrogen to be slow release derived from methyl urea nitrogen, Potash derived from Sulphate of potash. (Or acceptable equal)</b>	<b>Per Ton</b>	<b>Totals</b>
<b>24 TONS</b>		\$ _____	\$ _____
<b>8 tons/app</b>			
<b>3 Apps.</b>			
<b>6/14/21</b>	<b>Rate of product application is approx. 175 lbs. per acre or 11.42 acres per ton</b>  <b>Mfg. _____</b>		
<b>8/16/21</b>			
<b>11/1/21</b>			

<b>GENERAL TURF FERTILIZER PRODUCTS</b>			
<b>40 BAGS</b>	36-0-6 Rough Grade Fertilizer, w/.067% Acelepryn and .167% Dimension or equivalent, 230SGN Delivered in 50 lb. bags. Delivery date approx. May 1, 2021  Mfg. _____	<b>Per Bag</b> \$ _____	<b>Total</b> \$ _____
<b>90 BAGS</b>	13-25-12 w/25% Duration slow release N. or equivalent. Delivered in 50 lb. bags. Delivery date approx. May 1, 2021  Mfg. _____	<b>Per Bag</b> \$ _____	<b>Total</b> \$ _____
<b>40 BAGS</b>	8-3-5 OMRI Organic fertilizer. 200SGN, or equivalent. Delivered in 50 lb. bags. Delivery date approx. June 14, 2021  Mfg. _____	<b>Per Bag</b> \$ _____	<b>Total</b> \$ _____
<b>40 BAGS</b>	24-0-12 w/8.40% XRT polymer-encapsulated urea, or equivalent. 230SGN Delivered in 50 lb. bags Delivery date approx. June 14, 2021  Mfg. _____	<b>Per Bag</b> \$ _____	<b>Total</b> \$ _____

**CUSTOM APPLICATION SUMMARY FOR THE 2021 GROWING SEASON. THE APPROXIMATE DATES WOULD BE THE WEEK OF:**

5/03/21	4 tons	0-0-7 w/.067% Acelepryn, delivered and applied at 150lb/Acre.
6/14/21	8 tons	25-0-15 delivered and applied at 175lb/Acre.
8/16/21	8 tons	25-0-15 delivered and applied at 175lb/Acre.
11/1/21	8 tons	25-0-15 delivered and applied at 175lb/Acre.

Dates, application times, and park sites to be confirmed with winning bidder, pending current weather and ground conditions. Overhead maps will be provided showing parks and designated areas where fertilizer is to be applied. Arlington Heights Park District staff may, if necessary, accompany the operators performing the applications. Arlington Heights Park District may agree to any or all parts of the bid, and/or award separate items to different bidders.

**2021 Bulk Fertilizer Applications for Grub Control**  
**0-0-7 w/ Acelepryn**

<b><u>Park Site</u></b>	<b><u>Approx. Acreage</u></b>
Volz Park	1
*Heritage Park	5
Frontier Park	6
*Raven Park	2.75
*Centennial Park	2.25
Legacy Park	2
*Patriots Park	9
Rand Berkley	3
Melas Park	8
Pioneer Park	6
Recreation Park	4
Methodist Park	4
Total Acres	53

\*Indicates school site

Please refer to Arlington Heights Park District Website for specific locations

[www.ahpd.org](http://www.ahpd.org)

**2021 Bulk Fertilizer Application Athletic Field Sites  
25-0-15**

<u>Park Site</u>	<u>Approx. Acres</u>
Camelot Park; Baseball/soccer	1.75
Carefree Park; Baseball/soccer	4
Carousel Park; Soccer	2.25
*Centennial Park; Baseball/soccer	6
*Dryden Park; Baseball/soccer	1.5
Dunton Park; Baseball/soccer	2.5
Evergreen Park; Baseball	0.75
Flentie; Baseball	1
Frontier Park; Baseball/soccer	6
*Greenbrier; baseball	1
Hasbrook Park; Baseball/soccer	3.5
*Heritage Park; Baseball/soccer	6
Legacy Park; Soccer	2
Melas Park; Baseball/soccer	6.5
Methodist Park; Baseball/soccer	5
*Miner School; Baseball/soccer	3
*Patriots Park; Baseball/soccer	9
Pioneer Park; Baseball/football	8
Prairie Park; Baseball/Soccer	3
Rand-Berkley Park; Baseball/soccer	4
*Raven Park; Baseball/soccer	2.75
Recreation Park; Baseball/soccer	5
*Thomas School; Baseball/soccer	2.5
Volz Park; Baseball	1
Wildwood Park; Soccer	2
Total acres	90 Acres

\* Indicates school site

Please refer to the Arlington Heights Park District website [www.ahpd.org](http://www.ahpd.org) for specific locations.

**NOTICE TO ALL BIDDERS**

**All materials accepted as low bid must be accompanied by safety data sheets and product labels where applicable, in order to comply with Illinois Law (Public Act 83-240)**

**BID PROPOSAL FORM**

**ARLINGTON HEIGHTS PARK DISTRICT  
410 N. ARLINGTON HEIGHTS ROAD  
ARLINGTON HEIGHTS, IL 60004  
(847) 577-3000**

**01/28/2021**

**02/12/2021**

**12/1/2021**

**DATED**

**BID OPENING DATE**

**FINAL COMPLETION DATE**

Sealed bids will be received by the Arlington Heights Park District until **1:00 PM on February 12, 2021**, and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Arlington Heights Park District Administration Center  
410 N. Arlington Heights Road  
Arlington Heights, IL 60004

The contractor shall be notified of purchase no later than **03/31/2021**, and shall so order the materials, supplies and necessary equipment so that it can be delivered after **May 1, 2021**.

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The bidder hereby acknowledges receipt of the following addenda, if any, distributed by the Arlington Heights Park District.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**TOTAL BASE BID FOR: Bulk Fertilizer Applications and Turf Products.**

\$ \_\_\_\_\_

(IN WORDS) \_\_\_\_\_

**DELIVERY OF MATERIALS TO:**

**DAVIS STREET FACILITY - 1440 E DAVIS ST. AND/OR  
FRONTIER SERVICE CENTER – 1913 N KENNICOTT DR.**

**YET TO BE DETERMINED**





## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021\_\_\_\_\_, by and

between \_\_\_\_\_, hereinafter called the "CONTRACTOR/VENDOR" and the ARLINGTON HEIGHTS PARK DISTRICT, hereinafter called the "PARK DISTRICT".

WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated here-in agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall provide all of the materials and perform all of the work described in the specifications entitled:

### **Bulk Fertilizer Applications and Turf Products**

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

ARTICLE II - TIME OF COMPLETION: This purchase will be made under this agreement and shall commence **5/1/2021 and shall be completed 12/1/2021.**

ARTICLE III - CONTRACT PRICE: The PARK DISTRICT shall make payments to the CONTRACTOR/VENDOR for the completed performance of work included in this agreement in compliance with the prices as noted in the proposal dated **1/28/2021** and in accord with subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

ARTICLE IV - COMPLIANCE WITH LAW: The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. This includes the **Toxic Disclosure Act** which states: Seller represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations as applicable. Such rules shall include the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish " Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with the requirements of said act for materials and supplies covered by the act. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

ARTICLE V - COMPLIANCE WITH ADA: In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with

the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VI - COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

- Instruction to Bidders
- Invitation to Bid
- Bid Form
- This Agreement
- Anti-Collusion Affidavit and Contractor's Certification
- Sexual Harassment and Illinois Drug Free Work Place
- Specifications
- Detailed Specifications (if any)
- Addenda (if any)
- Conditions of the Bid

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day, month and year first above written.

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

(SEAL)

PARK DISTRICT      ARLINGTON HEIGHTS PARK DISTRICT

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

(SEAL)