

## INSTRUCTIONS TO BIDDERS

### 1.01 GENERAL

- A. Bids to be considered shall be prepared in accordance with the instructions contained herein.
- B. Contact person at the Village of South Holland for questions regarding this bid shall be directed toward:

George Gunkel, Director of Public Works  
16226 Wausau Ave.  
South Holland, IL 60473  
708-339-2323  
ggunkel@southholland.org

### 1.02 PREPARATION

- A. Submit bids on the Proposal Form and Certification forms furnished including the entire Price Schedule.
- B. The wording of the Proposal Form shall not be changed or supplemented except in accordance with these instructions.
- C. All blank spaces on the Proposal Form shall be filled in by computer, typewriter or ink by the Bidder.
- D. Where both written numbers (words) and numerical figures are given, the written numbers (words) will govern in the event of conflict. Any erasures or correction in the Proposal Form must be initialed by the Bidder.
- E. Failure to bid upon all items listed in the Proposal Form may cause rejection of the Bid.
- F. Sign in longhand and type the name and position of the signer under each signature. If the bidder is a partnership or co-partnership each partner must sign; if a corporation, sign with the legal name of the corporation followed by the name of the state of incorporation, corporation seal and the legal signature of an officer authorized to bid the corporation to a Contract.
- G. The Certificate of Understanding Regarding Hold Harmless & Insurance Coverage Requirements; Contractor's Tax Delinquency Certification; Contractor's Drug-Free Workplace Certification; and Contractor's Sexual Harassment Policy Certification shall be returned with bid

### 1.03 EXAMINATION OF SITE AND DOCUMENTS

- A. Each Bidder by submitting his Bid represents that he has read and understands the proposed Contract Documents and reference material and has compared them.
- B. Each Bidder by submitting his Bid represents that he has visited the site, familiarized himself with the local conditions, compared the Contract Documents with any work in place and informed himself of all conditions, difficulties and restrictions related to the execution of the work.
- C. Failure to perform the above shall in no way entitle the Bidder to additional consideration, compensation or relieve the Bidder from any obligation with respect to his Bid or to the Contract.

1.04 SUBMISSION OF BIDS

- A. Original, fully completed Bids will be received at the Village of South Holland Clerk's office, 16226 Wausau Avenue, South Holland, IL 60473 to the attention of Clerk's office. Bids must be received in the Village offices **no later than 10:00 A.M. on April 22, 2015** at which time they will be publicly opened and read aloud. Bids may not be faxed to the Village.
- B. Bids shall be placed in a sealed envelope addressed to the Village of South Holland, to the attention of the Clerk's office. On the outside of the envelope shall appear the Bidder's name and address. In the lower left hand corner, shall appear the following:
  - 1) Landscaping & Maintenance Program
  - 2) Date of Bid Opening

1.05 CONTRACT BOND

The successful Bidder, within ten (10) days of the notice of acceptance of his Bid by the Village, shall provide the Owner (Village) a surety bond for 100% of the Contract amount. The form of bond shall be that furnished by the Owner and the surety shall be acceptable to the Owner.

1.06 WITHDRAWAL AND MODIFICATION OF BIDS

- A. Any bid may be withdrawn by written request at any time prior to the time set for receipt of bids.

1.07 RIGHTS RESERVED BY OWNER

- A. The Village reserves the right to reject any or all Bids, to waive any and all technicalities or irregularities in a bid, and to accept a bid which, in the judgment of the Village after obtaining advice from the Review Committee or legal counsel, is in the best interest of the Village.
- B. The successful bidder must obtain a business license from the Village of South Holland prior to starting the work.

1.08 RETAIL SALES TAX EXEMPTION

- A. Retail sales taxes shall not be included in the bid amount. Purchases of building materials for incorporation into this project are exempt from certain Federal, State and Local sales taxes and such taxes shall be omitted from the bids, unless otherwise directed by the Village. This exemption does not, however, apply to tools, machinery equipment or other property leased by the Contractor or Subcontractors or to supplies and material which, even though they are consumed, are not incorporated into the completed project.
- B. The Contractors and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials.

1.09 WORK HOURS

- A. The Village of South Holland restricts planting activities to between the hours of 7:00 A.M. and 6:00 P.M. Additionally, no work is allowed on Sundays.

1.10 AGREEMENT

- A. The Contractor shall provide Certificates of Insurance evidencing coverage as stated below within ten (10) days of the Village's acceptance of the successful bid. The Village and Contractor will enter into an Owner Contract Agreement using AIA Doc. A101 – Standard Form of Agreement, or a form that is agreeable to both parties, within ten (10) days of Village's acceptance of the successful bid. This Agreement will incorporate such modifications as both parties shall reasonably agree to.

1.11 INSURANCE REQUIREMENTS

- A. During this course of performance of services under this Agreement and until final acceptance of the work, the Contractor shall maintain standard policies of liability insurance coverage and minimum limits of liability as indicated in the bid proposal

	<u>Coverage</u>	<u>Minimum Limits of Liability</u>
1.	Workmen's Compensation	\$1,000,000 ea. occurrence
2.	Contractor's Comprehensive	\$3,000,000 ea. Occurrence
	Commercial General Liability (incl. Contractual Liability, Owner's & Contractor's Protective Liability & Broad Form Property Damage Endorsement)	\$2,000,000 ea. aggregate
3.	Completed Operations	\$2,000,000 aggregate
4.	Automotive Comprehensive Liability (incl. hired automobiles and Non- Ownership Liability)	\$1,000,000 ea occurrence
5.	Umbrella	\$5,000,000