

VILLAGE OF LINCOLNSHIRE

REQUEST FOR PROPOSALS

TREE ACQUISITION AND PLANTING ON PUBLIC AND PRIVATE PROPERTY

The Village of Lincolnshire, will receive sealed proposals from Illinois Department of Agriculture Certified Nurseries for the acquisition and planting of trees on public and residential property until 10:00 a.m. local time on September 25, 2014, at which time and place the bids will be publicly opened.

The proposed project consists of providing specific species of trees, installation in the rights-of-way, anywhere on residential property and/or anywhere on public property, day of planting watering, a mulch layer over the planted tree root system and as specified in the specifications and proposal documents.

The proposal forms and specifications will be made available free of charge on August 29, 2014 at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Village of Lincolnshire reserves the right to defer the acceptance of a proposal for a period not to exceed 45 calendar days after the date proposals are to be received and to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the Village.

Village of Lincolnshire

Bradford H. Woodbury
Director of Public Works

Village of Lincolnshire

**Proposal for
Tree Acquisition and Planting on Public and Private Property**

TO: Mayor and Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

FROM: _____
Company

Address

City State Zip

(_____) _____
Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the **Acquisition and Planting of Trees on Public and Private Property** for the Village of Lincolnshire, Illinois, in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one year period, but shall provide that it can be extended, on an annual basis, at the option of the Village of Lincolnshire in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public works Act (30 ILCS 570).

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

The Contractor understands that a contract to purchase the product and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

Attached is a Schedule of Unit Prices for the work to be performed. This work includes all man power, materials and equipment necessary to purchase, install, water and mulch individual trees. The Schedule of Unit Prices will provide the framework for the Village to select species of trees most appropriate for each particular site. It is estimated that a least 60 trees will be planted in the spring or fall of each year. Additional species of trees may be selected to be planted by the Village. If the selected Contractor is able to provide those species, a unit price will be provided by the selected contractor, when those requests are made. The Contractor shall only deliver, on any given day, the specific trees that it intends to plant on that day. No staging of trees will be permitted.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

The undersigned has received and considered in this proposal the following:

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The prices stated in this proposal are guaranteed for 365 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Dated this _____ day of _____ 2014.

Respectfully submitted,

Company

By _____
Title

PREVAILING WAGE ACT
NOTIFICATION TO CONTRACTORS

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefor.

SCHEDULE OF UNIT PRICES 2015

Quantity	Species	Size	Unit Cost
TBD	Acer griseum	2.5" dbh	
TBD	Acer nigrum	2.5" dbh	
TBD	Acer rubrum	2.5" dbh	
TBD	Acer saccharum	2.5" dbh	
TBD	Aesculus glabra	2.5" dbh	
TBD	Aesculus hippocastanum	2.5" dbh	
TBD	Aesculus pavia	2.5" dbh	
TBD	Betula nigra	8' clump	
TBD	Carpinus caroliniana	2.5" dbh	
TBD	Carpinus caroliniana	8' clump	
TBD	Carya cordiformis	2.5" dbh	
TBD	Carya ovata	2.5" dbh	
TBD	Celtis occidentalis	2.5" dbh	
TBD	Cladrastis kentukea	2.5" dbh	
TBD	Fagus grandifolia	2.5" dbh	
TBD	Gleditsia triacanthos	2.5" dbh	
TBD	Gymnocladus dioica	2.5" dbh	
TBD	Jugans cenera	2.5" dbh	
TBD	Liquidambar styraciflua	2.5" dbh	
TBD	Liriodendron tulipifera	2.5" dbh	
TBD	Nyssa sylvatica	2.5" dbh	
TBD	Ostraya virginiana	2.5" dbh	
TBD	Ostraya virginiana	8' clump	
TBD	Quercus alba	2.5" dbh	
TBD	Quercus bicolor	2.5" dbh	
TBD	Quercus macrocarpa	2.5" dbh	
TBD	Quercus rubra	2.5" dbh	
TBD	Tilia Americana	2.5" dbh	
TBD	Cercidiphyllum japonicum	2.5" dbh	
TBD	Cercis Canadensis	2.5" dbh	
TBD	Cercis Canadensis	8' clump	
TBD	Amelanchier aborea	2.5" dbh	
TBD	Amelanchier aborea	8' clump	
TBD	Crataegus virdis	2.5" dbh	
TBD	Ginkgo biloba	2.5" dbh	
TBD	Hamamelis virginiana	8' clump	
TBD	Larix decidua	8'	
TBD	Malus 'Prairifire'	8'	
TBD	Malus sargentii	8'	
TBD	Metasequoia glyptostroboides	8'	
TBD	Picea abies	8'	
TBD	Picea glauca	8'	
TBD	Picea omorika	8'	
TBD	Picea pungens	8'	
TBD	Plantanus xacerifolia	2.5"	
TBD	Taxodium distichum	8'	
TBD	Ulmus 'Accolade'	2.5"	
TBD	Tsuga Canadensis	8'	
TBD	Catalpa Speciosa	2.5"	
TBD	Aesculus x Carnea "briotti"	2.5"	

TBD	Aesculus Flava	2.5"	
TBD	Acer Miyabei	2.5"	
TBD	Acer Freemanji "Autumn Blaze" "Marmo"	2.5"	
TBD	Catalpa Speciosa	2.5"	
TBD	Carpinus Betulus	2.5"	
TBD	Thuja occidentalis "wintergreen"	8'	
TBD	Cornas Mas	2.5"	
TBD	Thuja Plicata	8'	
TBD	Ulmus "Accolade" Frontier, Triumph Vanguard	2.5"	
TBD	Fagus sylvatica	2.5"	
TBD	Carya ovata	2.5"	
TBD	Corylus Colurna	2.5"	
TBD	Quercus muehlenbergii	2.5"	
TBD	Tilia Cordata	2.5"	
TBD	Amelanchier x grandiflora	2.5"	

SCHEDULE OF UNIT PRICES 2016

Quantity	Species	Size	Unit Cost
TBD	Acer griseum	2.5" dbh	
TBD	Acer nigrum	2.5" dbh	
TBD	Acer rubrum	2.5" dbh	
TBD	Acer saccharum	2.5" dbh	
TBD	Aesculus glabra	2.5" dbh	
TBD	Aesculus hippocastanum	2.5" dbh	
TBD	Aesculus pavia	2.5" dbh	
TBD	Betula nigra	8' clump	
TBD	Carpinus caroliniana	2.5" dbh	
TBD	Carpinus caroliniana	8' clump	
TBD	Carya cordiformis	2.5" dbh	
TBD	Carya ovata	2.5" dbh	
TBD	Celtis occidentalis	2.5" dbh	
TBD	Cladrastis kentukea	2.5" dbh	
TBD	Fagus grandifolia	2.5" dbh	
TBD	Gleditsia triacanthos	2.5" dbh	
TBD	Gymnocladus dioica	2.5" dbh	
TBD	Jugans cenera	2.5" dbh	
TBD	Liquidambar styraciflua	2.5" dbh	
TBD	Liriodendron tulipifera	2.5" dbh	
TBD	Nyssa sylvatica	2.5" dbh	
TBD	Ostraya virginiana	2.5" dbh	
TBD	Ostraya virginiana	8' clump	
TBD	Quercus alba	2.5" dbh	
TBD	Quercus bicolor	2.5" dbh	
TBD	Quercus macrocarpa	2.5" dbh	
TBD	Quercus rubra	2.5" dbh	
TBD	Tilia Americana	2.5" dbh	
TBD	Cercidiphyllum japonicum	2.5" dbh	
TBD	Cercis Canadensis	2.5" dbh	
TBD	Cercis Canadensis	8' clump	
TBD	Amelanchier aborea	2.5" dbh	
TBD	Amelanchier aborea	8' clump	
TBD	Crataegus virdis	2.5" dbh	
TBD	Ginkgo biloba	2.5" dbh	
TBD	Hamamelis virginiana	8' clump	
TBD	Larix decidua	8'	
TBD	Malus 'Prairifire'	8'	
TBD	Malus sargentii	8'	
TBD	Metasequoia glyptostroboides	8'	
TBD	Picea abies	8'	
TBD	Picea glauca	8'	
TBD	Picea omorika	8'	
TBD	Picea pungens	8'	
TBD	Plantanus xacerifolia	2.5"	
TBD	Taxodium distichum	8'	
TBD	Ulmus 'Accolade'	2.5"	
TBD	Tsuga Canadensis	8'	
TBD	Catalpa Speciosa	2.5"	
TBD	Aesculus x Carnea "briotti"	2.5"	

TBD	Aesculus Flava	2.5"	
TBD	Acer Miyabei	2.5"	
TBD	Acer Freemanji "Autumn Blaze" "Marmo"	2.5"	
TBD	Catalpa Speciosa	2.5"	
TBD	Carpinus Betulus	2.5"	
TBD	Thuja occidentalis "wintergreen"	8'	
TBD	Cornas Mas	2.5"	
TBD	Thuja Plicata	8'	
TBD	Ulmus "Accolade" Frontier, Triumph Vanguard	2.5"	
TBD	Fagus sylvatica	2.5"	
TBD	Carya ovata	2.5"	
TBD	Corylus Colurna	2.5"	
TBD	Quercus muehlenbergii	2.5"	
TBD	Tilia Cordata	2.5"	
TBD	Amelanchier x grandiflora	2.5"	

SCHEDULE OF UNIT PRICES 2017

Quantity	Species	Size	Unit Cost
TBD	Acer griseum	2.5" dbh	
TBD	Acer nigrum	2.5" dbh	
TBD	Acer rubrum	2.5" dbh	
TBD	Acer saccharum	2.5" dbh	
TBD	Aesculus glabra	2.5" dbh	
TBD	Aesculus hippocastanum	2.5" dbh	
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TBD	Nyssa sylvatica	2.5" dbh	
TBD	Ostraya virginiana	2.5" dbh	
TBD	Ostraya virginiana	8' clump	
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TBD	Quercus macrocarpa	2.5" dbh	
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TBD	Aesculus x Carnea "briotti"	2.5"	

TBD	Aesculus Flava	2.5"	
TBD	Acer Miyabei	2.5"	
TBD	Acer Freemanji "Autumn Blaze" "Marmo"	2.5"	
TBD	Catalpa Speciosa	2.5"	
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TBD	Cornas Mas	2.5"	
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TBD	Fagus sylvatica	2.5"	
TBD	Carya ovata	2.5"	
TBD	Corylus Colurna	2.5"	
TBD	Quercus muehlenbergii	2.5"	
TBD	Tilia Cordata	2.5"	
TBD	Amelanchier x grandiflora	2.5"	

CONTRACTOR'S CERTIFICATION

_____, of _____,
Illinois, as part of its bid on a contract for _____
_____ for the Village of
Lincolnshire, hereby certifies that said contractor is not barred from bidding on the **Tree
Acquisition and Planting on Public and Private Property Project** contract as a result
of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the
most recent Illinois Compiled Statutes.

_____, having submitted a bid/proposal for
Tree Acquisition and Planting on Public and Private Property for the Village of
Lincolnshire, hereby certifies that said contractor has a written sexual harassment policy
in place in full compliance with Chapter 775 ILCS 5/2-105(A), of the most recent Illinois
Compiled Statutes.

I, _____ duly authorized agent for _____,
having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by
the Illinois Department of Revenue or if it is:

2. a. It has previously filed the appropriate document contesting its liability for the
tax or the amount of tax in accordance with procedures established by the
appropriate revenue Act; or

 b. It has entered into an agreement with the Department of Revenue for
payment of all its taxes due and is in compliance with that agreement.

By: _____
Signature

Name, printed
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____ day
of _____, 201__.

Notary Public
SEAL

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. Examination of Plans, Specifications and Site of Work: The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. **The Village of Lincolnshire reserves the right to select the plant materials to be installed for this project at the nursery. Once selected, the plant material becomes the responsibility of the contractor.** If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

2. Preparation of Proposal: The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

3. Bidder's Statement of Competency: The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (3) similar projects completed within the last 18 months, and any other pertinent or material facts.

4. Delivery of Proposal: The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened.

5. Opening of Proposals: Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

6. Rejection of Proposals: The Village reserves the right to reject a bidder's proposal for any of the following causes:

6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.5 Proposal form is other than furnished by the Village.

6.6 Proposal is not accompanied by a proper bidder's statement of competency.

6.7 Lack of qualifications as revealed by the bidder's statement of competency.

6.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

7. Award of Contract:

7.1 Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the Village.

7.2 Upon award of this contract, and submittal by the Village to the contractor the list and number of trees to be purchased and installed, the successful bidder shall provide to the Village a performance bond equal to 110% of the amount of the price to be invoiced. The performance bond shall be valid for not less than three years from the date of awarding of this contract.

8. Insurance Requirements: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village. The insurance shall cover:

8.1 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

- 8.2 General liability insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit of two million dollars (\$2,000,000.00) for each item.
- 8.3 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00).
- 8.4 Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate. (Village Code Title 7-1-7A).

9. Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

10. Indemnification

10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 10.

10.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. Tax Exempt The Village of Lincolnshire is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to claim this tax exempt status.

12. Delays and Extensions of Time: If the Contractor is delayed at any time in progress of the work by an act or neglect of the Village, or of an employee of either, or of a separate contractor employed by the Village, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Village, at its sole discretion, pending arbitration, or by other causes which the Village, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the Village may determine at its sole discretion.

13. Payment and Holdback

13.1 Payment of invoices submitted before the 15 of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

13.2 Payments: Payments shall be as follows:

Waivers of Mechanics Lien: With each application for payment, submit waiver of mechanics lien for work shown on previous applications. When an application shows completion of an item, submit final or full waivers. The Village reserves the right to designate which entities involved in the work must submit waivers.

13.3 Holdback: An amount equal to 10% of the total invoice will be held by the Village until the final acceptance. Any charges or penalties owed to the Village will be subtracted from this amount at the time of final payment.

14. Sub-Contractor: If Contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The proposal shall include such documentation for each Sub-contractor. Prior to any work being performed by the Sub-Contractor, including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project contact person; and the Village at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

15. Cleaning Up: The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his work. Tools, equipment and surplus materials shall be removed upon completion of the work. If the Contractor fails to clean up as provided in the Contract Documents, the Village may do so and the cost thereof shall be charged to the Contractor or subtracted from any holdback amount.

PLANS AND SPECIFICATIONS

- B? **Tree Specifications.** All trees provided by the Contractor under this RFP shall conform to the American Standard for Nursery Stock as approved by the American National Standards Institute, Inc., issued as ANSI Z60.1- 2004, and all amendments thereof and shall come from Illinois Department of Agriculture Certified Nurseries.
- C? **Shape, Size, and Propagation Procedures.** All trees provided by the Contractor under this RFP shall be propagated by commonly accepted methods (e.g. fruit and seed germination, budding, cutting, and grafting) for the given tree species and cultivar. The Village must approve any alternative propagation method the Contractor proposes to utilize in writing prior to the Contractor utilizing it. All trees provided by the Contractor under this RFP shall be grown to the size specified in this RFP at a nursery in northern Illinois unless otherwise approved in writing by the Village. All trees provided by the Contractor under this RFP shall be straight, healthy, uniformly shaped, typical representatives of their normal species and varieties, and have terminal buds in place. Each shade tree provided by the Contractor under this RFP shall have a recognizable and definable central leader throughout its entire head, shall have typical branch growth in all quadrants of its crown, and shall not have been pruned excessively. All ornamental trees provided by the Contractor under this RFP shall have full branching in all of their quadrants. All trees provided by the Contractor under this RFP shall be freshly dug, shall have healthy and well-developed root systems, and shall be free of insect pests, plant diseases, sun scald, frost crack, fresh abrasions, and other injuries/maladies.

All trees provided by the Contractor under this RFP shall be true to their name and their nomenclature shall conform to that accepted in the nursery trade. All trees provided by the Contractor under this RFP shall meet the specifications for minimum shapes and heights provided in the species specifications attached to this RFP as **Appendix A**.

The Village may inspect the trees to be provided to it by the Contractor under this RFP at the trees' point of origin to ensure that they adhere to this RFP's specifications. The Village may opt to select specific trees to be provided to it by the Contractor under this RFP at the trees' point of origin, performing this selection within two (2) weeks of placing an order with the Contractor.

Due to soil conditions in the urbanized sections of northern Illinois, the Village shall not accept from the Contractor trees grown in very sandy soils.

- D? **Digging of Plant Materials and Ball Characteristics.** All trees provided by the Contractor under this RFP shall have root balls that are burlapped, with a tree's root flare at the top of its root ball—if necessary, the Contractor shall remove surface soil from the top of a tree's roots to obtain such a condition before preparing its root ball. The Contractor shall prepare root balls in a workmanlike manner, ensuring that they are firmly bound. The Contractor shall ensure that the diameter of all root balls conforms to ANSI Z60.1-2004—

the Contractor shall obtain approval from the Village before preparing any root ball that does not conform to this standard. The Contractor shall utilize only degradable burlap, twine, etc. in preparing root balls. The Village shall not accept trees with root balls containing materials such as treated burlap, treated sisal, or plastic twine.

All trees provided by the Contractor under this RFP shall be dug for either spring or fall planting depending on the season recommended for their given species as published in Manual of Woody Landscape Plants by Michael A. Dirr or the Morton Arboretum's Selecting and Planting Trees or Street Tree Fact Sheets. The Contractor shall dig trees to be provided under this RFP only after receiving an order from the Village, digging only the quantity of trees ordered for the current planting season (either spring or fall). All trees provided by the Contractor under this RFP shall be dug by hand—the Contractor may dig trees with a mechanical device if the Contractor receives prior approval by the Village. All trees dug more than twenty-four (24) hours prior to delivery shall be kept moist and under appropriate conditions until they are placed on a truck for delivery.

Subject to the approval of the Village, the Contractor may provide the Village trees for a fall planting that the Contractor dug or grew in a container during the previous spring season—this to allow the Village more species variety for fall plantings. All such pre-dug trees shall have survived the summer season in good condition with their root ball firmly intact.

E? **Tree Supply Source and Transportation.** All trees provided by the Contractor under this RFP shall be grown within an eighty-five (85) mile radius of the Village. The Contractor shall provide the Village a list of all of the nurseries where the trees to be provided under this RFP will be grown.

The Contractor shall schedule and coordinate delivery of each tree order placed by the Village to ensure that all of the trees delivered are planted on the day they are delivered.

All trees provided by the Contractor under this RFP shall be covered during transport to reduce water loss through transpiration.

While delivering and handling the trees it provides under this RFP, the Contractor shall exercise great care not to damage them. If while the Contractor is delivering or handling a tree, its roots become dried out, one of its large branches is broken, its root ball is broken or loosened, or areas of its bark are torn, the Village shall not accept it, and the Contractor will provide a replacement tree to the Village at no additional charge. The Contractor shall prune only minor branches on the trees that are damaged during transit or handling.

F? **Tree Planting Locations and JULIE Locates.** 30 days prior to the Contractor's scheduled planting date(s) for the Village, the Village shall mark or stake its tree planting locations in the field and provide the Contractor a list of the tree planting locations that specifies which type of tree the Contractor shall plant at each location. The Contractor shall have the JULIE service locate utilities at each planting location prior to conducting any digging at them.

G? **Tree Planting Procedures.** All trees provided by the Contractor under this RFP shall be planted per the following specifications:

The Village shall provide the Contractor with a list of all of the locations at which the Contractor will plant trees. The Contractor shall plant all of the trees to be provided under this RFP at the locations specified by the Village, hand digging all of the holes in which the trees will be planted. If the Contractor believes that field conditions warrant a modification to a specific planting location, the Contractor shall contact the Village requesting direction for a new location.

For all of the trees to be provided under this RFP, the Contractor shall dig each planting hole at least twenty (20) inches larger in horizontal diameter than the widest part of the tree's root ball to be inserted into it and to a depth that will situate the tree's root collar at ground level. The Contractor shall dig the sides of each planting hole so that they slope inward. The Contractor shall leave the material produced from digging a planting hole immediately adjacent to the hole. The Contractor shall not dig a planting hole more than twenty-four (24) hours before the Contractor is scheduled to plant a tree in it. After digging a planting hole, the Contractor shall barricade the hole and the material produced from digging it until the Contractor has completed planting a tree in it—the contractor may remove the barricades from the planting hole and adjacent material only when the Contractor is in the process of actually planting a tree in the hole.

The Contractor shall leave the burlap and twine of a tree's root ball significantly intact when planting it, simply peeling back the burlap and twine near the tree's trunk to expose the dirt on the top of the ball, unless directed to do otherwise by the Village. All metal baskets and any other non-degradable material shall be completely removed from the root ball prior to planting.

The Contractor shall place a tree's root ball in a planting hole and firmly fill around it with material taken from the hole, leaving a water retention saucer (or "tree basin") that is one inch deep. The Contractor shall remove any excess material from a planting hole immediately after the hole has been filled. The Contractor is responsible for disposal of all excess material. The Contractor shall not use this excess material to fill any other hole.

The Contractor shall plant all trees provided under this RFP firmly so that they do not require staking. If a tree provided under this RFP begins to lean within forty-five (45) days of the Contractor planting it due to shifting in the tree's root ball planting hole (and not as a result of excessive wind or storms), the Contractor shall straighten the tree.

The Contractor shall water each tree provided under this RFP within two hours of planting it, dousing its root base with approximately seven to ten gallons of water. The Contractor may obtain water from the Village, under the supervision of the Village Arborist without charge.

The Contractor shall mulch (i.e., pile wood chips) on the surface of the ground around the base of each tree provided under this RFP. The Contractor shall pile the mulch for a tree provided under this RFP to a depth of four (4) inches and a horizontal radius extending from

the base of the tree to a point beyond the circumference of the area disturbed by the Contractor's digging. The Contractor shall not place mulch immediately against the trunk of the tree. The Contractor shall mulch a tree provided under this RFP within four (4) days of planting it.

H? **Quantities.** The Village shall issue a purchase order (or purchase orders) to the Contractor for the trees that the Village wishes to purchase under this RFP. The Village estimates that the quantity of trees to be planted in 2012 will be approximately seventy-five (75) trees. It is believed the subsequent years will require similar numbers of trees.

I? **Completion Requirements.** The Contractor shall dig trees ordered by the Village Municipality for the spring planting season between March 15 and May 15 and shall dig trees ordered by the Village for the fall planting season between October 1 and November 1. The Contractor may dig trees outside of these dates if it receives approval by the Village.

J? **Warranty.** The Contractor shall provide a one year warranty on all trees planted under this contract. The Village shall review the planted trees, prior to the one year anniversary to determine if the tree has died or is of sufficient state of decline not to survive. The Village shall notify the Contractor of the species and locations for replacements. Replacements shall be made during the season they were planted of the subsequent year. Replacement planting shall comply with all of the provisions stated in this document.

BA? **Inspections.** Representatives of the Village shall have the right to inspect all trees, materials, services, etc. rendered by the Contractor under this RFP. If the Village finds any tree, material, service or other like thing provided by the Contractor unacceptable because it does not comply with this RFP's requirements, the Contractor shall replace it at no additional charge to the Village.

11. **Discrepancies:** Any discrepancies between the drawings, plans and specifications shall be subject to interpretation by the Village, in its sole discretion. The Contractor shall immediately, upon finding any discrepancy, request an interpretation from the Village. The Village shall provide a written clarification within five (5) working days or the Contractor shall use his best judgment.

Village of Lincolnshire
Tree Acquisition and Planting on Public and Private Property
CONTRACT

THIS AGREEMENT made this _____ day of _____, 201____, by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village", and, _____, of _____ (address) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the **Tree Acquisition and Planting on Public and Private Property Project**, in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Plans and Specifications, and Schedule of Unit Prices all of which are made a part hereof and herein called "Contract Documents."

2. All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for **Tree Acquisition and Planting on Public and Private Property Project**, and Supplemental Special Provisions of this contract, form part and partial this contract as if they were fully set forth herein.

3. The owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

4. This agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Attest:

By _____
Signature
Barbara Mastandrea, Village Clerk

Village of Lincolnshire:

By _____
Signature
Brett Blomberg, Mayor

Attest:

Signature

Printed Name and Title

(Contractor)

Signature

Printed Name and Title

CONTRACTOR REFERENCES

Please list below four (4) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____

Contact
Person/Telephone
Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

FOLLOWING IS A TREE PLANTING DETAIL.

