

**VILLAGE OF LINCOLNSHIRE
NOTICE TO BIDDERS**

**INSECTICIDAL TREATMENT OF ASH TREES
ON VILLAGE OWNED PROPERTIES AND RIGHT OF-WAYS**

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. local time on October 4, 2018, at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, Illinois 60069-3035, at which time and place the quotations will be publicly opened.

The proposed project consists of the application of preventative insecticidal treatments of ash trees on Village owned properties and Right-of-Way areas in order to resist the spread of Emerald Ash Borer.

The proposal forms and proposal specifications will be made available free of charge on September 17, 2018 on the Village website at www.lincolnshireil.gov or at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, IL 60069.

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 Contractor shall employ only Illinois laborers on this project in accordance with 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
Public Works Director

**Proposal for
INSECTICIDAL TREATMENT OF ASH TREES
ON VILLAGE OWNED PROPERTIES AND RIGHT OF-WAYS**

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 **INSECTICIDAL TREATMENT OF ASH TREES ON VILLAGE OWNED PROPERTIES AND RIGHT OF-WAYS** 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 undersigned 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.

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 Contractor shall be responsible for identifying any and all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Any errors or omissions in mathematics shall inure to the benefit of the Village of Lincolnshire.

A bid may be declared unacceptable if a unit price is not shown.

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 45 days from the date hereof, and if awarded the work within that period, the Contractor agrees to complete the work covered by this Proposal at said prices.

Dated this _____ day of _____ 20_____.

Respectfully submitted,

Company Name

By _____
Name (Signature)

Printed Name

Printed 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

2019 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*	MERIT 75 BASAL DRENCH
6" – 12" Diameter		
12" – 20" Diameter		
20" to 30" Diameter		
30" Diameter and Over		

2020 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*	MERIT 75 BASAL DRENCH
6" – 12" Diameter		
12" – 20" Diameter		
20" to 30" Diameter		
30" Diameter and Over		

2021 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*	MERIT 75 BASAL DRENCH
6" – 12" Diameter		
12" – 20" Diameter		
20" to 30" Diameter		
30" Diameter and Over		

In submitting this proposal, the Undersigned Bidder understands that the right is reserved by the Village of Lincolnshire to reject any or all proposals, to waive technicalities, to advertise for new proposals, to accept a proposal or to proceed to perform the proposed work by other means, if in the judgment of the Village the best interest of the Village will be promoted thereby. Payment shall be based on the number of diameter inches satisfactorily completed, at the unit prices quoted.

Proposals submitted 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.

All addendums received for this proposal shall be listed below and initialed as received.

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 _____ 2018.

Respectfully submitted,

Bidder

Address

City/State/Zip Code

Bidder's Agent

Title

Telephone Number

SEAL:

ATTEST: _____
Title: _____

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 aforementioned
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 Illinois Compiled Statutes, 1994.

_____, having submitted a bid/proposal
for _____ to 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), 1994.

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 _____, 2018.

Notary Public
SEAL

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

- 1. Extent and Location of Work:** The work contemplated to be performed under this Specification consists of the insecticidal treatment of ash trees on Village owned properties within the corporate limits of the Village of Lincolnshire, Lake County, Illinois. Insecticidal treatment is to consist of either a trunk injection or soil drench. Application of the insecticidal treatments shall be in accordance with the manufacturer's specifications for the products Tree-age and Merit 75.
- 2. Examination of Plans, Specifications and Site of Work:** The bidder shall carefully examine the Description of Work, General Conditions and all forms of 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 Description of Work, General Conditions and all forms of Contract. If his quotation is accepted, the contractor 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.
- 3. 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.
- 4. 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.
- 5. Delivery of Proposal:** The Proposal and Executed Contract shall be returned to the Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, IL 60069 by the published bid opening date.
- 6. Opening of Proposals:** Proposals will be opened and read publicly at the time and place designated in the Bidders Notice. Bidders, their authorized agents, and other interested parties are invited to be present.

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

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 Proposal form is other than furnished by the Village.

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

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

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

8. Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within ten (10) 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.

9. Indemnification: 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.

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.

10. 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.

11. 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.

12. Payment and Holdback: The Village pays invoices on the first and third Mondays of each month. All invoices must be submitted for payment one week prior to each board meeting which generally fall on the first and third Mondays of each month. Invoices will be submitted for approval by the Village Board at each respective board meeting and payment will be made the following business day once approved.

13. Subcontractor: 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, the Contractor shall submit all the necessary information to the Village regarding 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.

14. Proposal Tabulation: The Contractor shall complete the Description of Work as part of the proposal package. The Contractor shall be responsible for identifying any and all costs to complete the project on time and in accordance with the Plans and Specifications. Any errors or omissions in mathematics shall inure to the benefit of the Village of Lincolnshire.

15. Substitutions: The Village, at its sole discretion, shall either accept or reject any item marked as a substitution prior to contract approval. If the Village rejects an item marked as a substitution, an appropriate amount, based upon a pro-rated proportion of the total shall be taken from the contracted amount.

16. Final Acceptance: Before requesting final payment the contractor shall complete the following:

- List any exceptions in the request for final payment.
- Submit the final payment request with releases, waivers of liens, and supporting documentation not previously submitted and accepted.
- Submit an updated final statement, accounting for final additional changes to the Contract sum.
- Submit the notice of final acceptance from the Village along with all other documentation.

17. Liens/Waivers: The Contractor shall submit in a timely manner a waiver of lien for each and every item of equipment procured or installed under this contract. No payment shall be made to the Contractor until all necessary waivers of lien are submitted to the Owner.

18. Warrantee: The forgoing remedies shall not deprive the Village of any action, right or remedy otherwise available for breach of any of the provisions of the Contract Documents by the Contractor and the periods referred to above and shall not be construed as a limitation on the time in which the Village may pursue other action, right or remedy.

19. Discrepancies: Any discrepancies between drawings and the plans and specifications shall be subject to interpretation by the Village of Lincolnshire as Owner, 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 5 working days or the Contractor shall use best judgment.

**Insecticidal Treatment of Ash Trees
on Village Owned Properties and Right-of-Ways**

CONTRACT

THIS AGREEMENT made this ____ day of _____, 2018, by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village", and, _____(contractor) 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 **Insecticidal Treatment of Ash Trees on Village Owned Properties and Right-of-Ways**, in accordance with the conditions and prices stated in the Proposal 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 **Insecticidal Treatment of Ash Trees on Village Owned Properties and Right-of-Ways**, at Supplemental Special Provisions of this contract, form part and partial of 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 Proposal 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:

Village of Lincolnshire:

By: _____
Signature
Barbara Mastandrea, Village Clerk

By: _____
Signature
Elizabeth J. Brandt, Mayor

Attest:

(Contractor)

Signature

Signature

Printed Name and Title

Printed Name and Title

CONTRACTOR REFERENCES

Please list below three (3) 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: _____