

**VILLAGE OF LINCOLNSHIRE
NOTICE TO BIDDERS**

RIGHT-OF-WAY TREE PRUNING SERVICES

The Village of Lincolnshire will receive sealed proposals until 10:30 a.m. local time on October 4, 2018, at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, IL 60069-3035, at which time and place the bids will be publicly opened.

The proposed project consists of pruning of right of way trees to eliminate line of sight issues, dead or obstructive limbs or tree removals in selected areas of the Village of Lincolnshire.

The proposal forms and proposal specifications will be made available free of charge on September 17, 2018 on the Village website at www.lincolshireil.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 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 of the Village.

Village of Lincolnshire

Bradford H. Woodbury
Public Works Director

Village of Lincolnshire

**Proposal for
RIGHT-OF-WAY TREE PRUNING SERVICES**

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 **RIGHT-OF-WAY TREE PRUNING SERVICES** 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 undersigned submits a bidder's bond, certified check, bank cashier's check, or bank draft, in an amount of \$2,000. Checks shall be made payable to the "Village of

Lincolnshire”.

If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

The undersigned agrees to submit a performance bond in the amount of \$11,000 at the time of execution of the contract with the successful bidder.

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

Right-of-Way Tree Pruning Services Proposal for 2019

Price quoted is based on an hourly rate for time and materials, including but not limited to one crew (two men) and one chipper.

Hourly rate for manpower:_____

Hourly rate for equipment:_____

Dated this _____ day of _____, 201____.

Respectfully submitted,

Company

By: _____

Title

SCHEDULE OF UNIT PRICES

Right-of-Way Tree Pruning Services Proposal for 2020

Price quoted is based on an hourly rate for time and materials, including but not limited to one crew (two men) and one chipper.

Hourly rate for manpower:_____

Hourly rate for equipment:_____

Dated this _____ day of _____, 201____.

Respectfully submitted,

Company

By: _____

Title

SCHEDULE OF UNIT PRICES

Right-of-Way Tree Pruning Services Proposal for 2021

Price quoted is based on an hourly rate for time and materials, including but not limited to one crew (two men) and one chipper.

Hourly rate for manpower:_____

Hourly rate for equipment:_____

Dated this _____ day of _____, 201____.

Respectfully submitted,

Company

By: _____

Title

CONTRACTOR'S CERTIFICATION

_____, of _____,
Illinois, as part of its bid on a contract for Right of Way Tree Pruning Services 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 Right of Way Tree Pruning Services 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 _____, 20____.

Notary Public
SEAL

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

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. 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. Proposals may not be submitted by email or facsimile.

5. 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.

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 judgement of the Village might hinder or prevent the prompt completion of additional work if awarded.

7. Award of Contract: 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.

Upon awarding of this contract the successful bidder shall provide to the Village a performance bond in the amount of \$11,000. 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 contractor shall pay the premiums for such insurance in such amount and with such provisions as will protect the Village from contingent liability and a copy of such insurance policy or policies shall be delivered to the Village. 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 General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit one million dollars (\$1,000,000.00) for each item.
- 8.2 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of one million dollars (\$1,000,000.00).
- 8.3 Excess liability umbrella coverage of one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) in aggregate.
- 8.4 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

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: 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.

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: 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.

14. 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.

15. Discrepancies: Prior to the opening of bids, requests for clarification of the plans, specifications, or contract documents shall be submitted in writing to the Village. Clarifications will be issued at the discretion of the bidder. Only clarifications provided in writing shall be relied upon when preparing bids.

Upon execution of the Contract, 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 judgement.

16. Drug-free Workplace: Employees are required to be drug and alcohol free at all times that they are in the workplace. This means that no measurable amount of abuse drug or alcoholic beverage shall be present in the employee's system while on the job, either during the regularly scheduled workday or any overtime or emergency response. Employees must realize that many legal and illegal drugs used for recreational purposes may remain in the system for several days, and that residual amounts of legal and illegal drugs discovered in the system are included in this policy.

17. Smoke-free Workplace: No smoking is allowed on the premises of any buildings in the Village of Lincolnshire.

18. Clean Up: The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by the 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 there of shall be charged to the Contractor or subtracted from any holdback amount. Final cleaning of each surface or unit shall be done to return the site to the condition it was in prior to the work being accomplished.

19. 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.

20. Inspection/Re-inspection Procedure: The Village will inspect or re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Village. Upon completion of inspection or re-inspection, the Village will prepare a notice of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, re-inspection will be repeated.

21. 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 Village.

22. Penalty: A dollar amount of no less than \$250 shall be used in determining a penalty amount which shall be deducted from the final payment for each day or portion thereof, the Contractor exceeds the contract period. The contract period shall be 60 (sixty) days from the notice to proceed and shall not go beyond April 1, 2018

Right-of-Way Tree Pruning Specifications

1. All tree pruning shall be performed in accordance with the latest edition of American National Standard Institute: Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning) [ANSI A300-2001 (Part 1)], and in a manner satisfactory to the Village of Lincolnshire.
2. Emphasis shall be to remove under branches to 14 feet above the street, where practical, to allow passage for second class motor vehicles, as well as to trim or remove all low and hanging branches over sidewalks, residential lawns and driveways, and to identify and remove any possible hazards to the roadway, passersby, vehicles or structures.
3. Selective thinning of the interior crown, along with the removal of all dead, dying, diseased, conflicting branches, sucker growth and water sprouts shall be required.
4. Branches shall be trimmed where they may interfere with structures.
5. Trees that are dead, diseased, or structurally weak with decay, split crotches, or severe bark inclusion, shall be reported to the Village.
6. The performance of required tasks shall be in accordance with the American National Standards Institute: Standard Practices for Tree Care Operations Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush – Safety Requirements [ANSI Z133.1-1994 – or more current edition].
7. All pruning equipment shall be sterilized after each elm, ash or oak tree trimmed.
8. The Contractor shall clean up and legally dispose of all debris resulting from the pruning operations including raking all lawn areas and sweeping paved areas. All work shall be cleaned up by the end of each working day. All logs shall be legally disposed of by the contractor. The Village may, at its own discretion, allow brush to be neatly stacked overnight.
9. The Contractor shall be solely responsible for damages to private and public property, including all utilities.
10. Work shall be completed within 60 (sixty) days of execution of the contract. All contract tree pruning shall be completed by April 1st of each year.

11. The Contractor shall provide a certified arborist to work with each individual crew and this arborist shall be on site at all times when tree pruning is being done. Proof of certification shall be provided to the Village prior to the start of the project.
12. Each crew shall have one supervisor, on site at all times while work is being done, this supervisor shall be the Contractor's representative on site and shall be responsible to report to the Village. This supervisor shall be able to read, speak and understand English.
13. The Contractor shall contact the Village prior to the start of work each day work is to be underway in the Village and at the close of each day when work has been completed. A verbal report shall be provided to the Village each day as to the number of trees trimmed, addresses completed and the projected schedule for the next work day.
14. The Contractor shall notify all necessary utility companies and request utility locations or coordination prior to the commencement of any work. Tree pruning may be required in areas where overhead utilities exist. The Contractor shall make arrangements with the utility regarding any coordination or shared work related to the tree pruning.
15. The Village of Lincolnshire shall provide to the Contractor, at the time the Contract is executed, the list of addresses and locations to be pruned. The Village of Lincolnshire shall provide a maximum amount to be paid for the project. The Contractor shall start at a specified location and work through a route, consistently, until all funds are exhausted.

Right-of-Way Tree Pruning Services

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, 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 **Right-of-Way Tree Pruning Services**, 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 the **Right-of-Way Tree Pruning Services**, 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
Elizabeth J. Brandt, 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: _____