VILLAGE OF
LINCOLNSHIRE
PUBLIC WORKS DEPARTMENT

Notice to Bidders

TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES

The Village of Lincolnshire will receive sealed bids until 10:30 a.m. local time on, October 5, 2026, at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, Illinois 60069-3035, at which time and place the bids will be publicly opened.

The proposed project consists of **Tree Acquisition and Planting on Public and Village Properties** located within the Village of Lincolnshire. The proposed project consists of providing specific species of trees, installation in the Village rights-of-way and anywhere on Village property, day of planting watering, a mulch layer over the planted tree root system and as specified in the specifications and proposal documents.

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).

Proposal specifications will be made available free of charge on Monday, September 14, 2026 at the Village of Lincolnshire website located at http://www.lincolnshireil.gov/i-want-to/find/bid-information.

The Village of Lincolnshire reserves the right 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

VILLAGE OF LINCOLNSHIRE

TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES

TO: Mayor and Board of Trustees
Village of Lincolnshire
1 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 to conduct the **TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES** for the Village of Lincolnshire, Illinois ("Village") in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of the Contract included in the bid specifications distributed for **TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES** (collectively, the "**Contract Documents**"). The undersigned declares that we have examined said Contract Documents 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. The undersigned agrees to commence work not later than 10 calendar days after the notice to proceed from the Village, and to complete the project within the time frame specified in the Contract Documents.

The Contractor understands that a contract to purchase products and/or work shall be based upon the terms of the Contract Documents upon acceptance of Contractor's proposal by the Village, and that the Village will not execute any form of contract submitted by the Contractor. The Village expressly rejects any form of contract submitted by the Contractor, and that by submitting a bid the Contractor has agreed that any such form is expressly superseded by the Contract Documents. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

RETURN WITH BID

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 90 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 _____20____.

Respectfully submitted,

_____
Company

_____
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"). P.A. 96-0437 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. The most current prevailing rate of wages can be found here:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

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 set forth the reasons therefore.

RETURN WITH BID

TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES

SCHEDULE OF UNIT PRICES 2027

Quantity	Species	Size	Unit Cost
TBD	Acer griseum / PaperBark Maple	2.5” dbh	
TBD	Acer nigrum / Black Maple	2.5” dbh	
TBD	Acer rubrum / Red Maple	2.5” dbh	
TBD	Acer saccharum / Sugar Maple	2.5” dbh	
TBD	Aesculus glabra / Ohio Buckeye	2.5” dbh	
TBD	Aesculus hippocastanum / HorseChestnut	2.5” dbh	
TBD	Aesculus pavia / Red Buckeye	2.5” dbh	
TBD	Betula nigra / River Birch	8’ clump	
TBD	Carpinus caroliniana / American Hornbeam	2.5” dbh	
TBD	Carpinus caroliniana / American Hornbeam	8’ clump	
TBD	Carya cordiformis / Bitternut Hickory	2.5” dbh	
TBD	Carya ovata / Shagbark Hickory	2.5” dbh	
TBD	Celtis occidentalis / Hackberry	2.5” dbh	
TBD	Cladrastis kentukea / Yellow wood	2.5” dbh	
TBD	Fagus grandifolia / American Beech	2.5” dbh	
TBD	Gleditsia triacanthos / Honey Locust	2.5” dbh	
TBD	Gymnocladus dioica / Kentucky Coffeetree	2.5” dbh	
TBD	Jugans cinerea / Butternut	2.5” dbh	
TBD	Liquidambar styraciflua / Sweetgum	2.5” dbh	
TBD	Liriodendron tulipifera / Tulip Tree	2.5” dbh	
TBD	Nyssa sylvatica / Black Tupelo	2.5” dbh	
TBD	Ostrya virginiana / American Hophornbeam	2.5” dbh	
TBD	Ostrya virginiana / American Hophornbeam	8’ clump	
TBD	Quercus alba / White Oak	2.5” dbh	
TBD	Quercus bicolor / Swamp White Oak	2.5” dbh	
TBD	Quercus macrocarpa / Burr Oak	2.5” dbh	
TBD	Quercus rubra / Northern Red Oak	2.5” dbh	
TBD	Tilia Americana / American Basswood	2.5” dbh	
TBD	Cercidiphyllum japonicum / Katsura	2.5” dbh	
TBD	Cercis Canadensis / Eastern Redbud	2.5” dbh	
TBD	Cercis Canadensis / Eastern Redbud	8’ clump	
TBD	Amelanchier arborea / Serviceberry	2.5” dbh	
TBD	Amelanchier arborea / Serviceberry	8’ clump	
TBD	Crataegus virdis / Green Hawthorne	2.5” dbh	
TBD	Ginkgo biloba / Ginkgo	2.5” dbh	
TBD	Hamamelis virginiana / American Witch Hazel	8’ clump	
TBD	Larix decidua / European Larch	8’	
TBD	Malus ‘Prairifire” / Prairie Fire Crabapple	8’	
TBD	Malus sargentii / Sargent Crabapple	8’	
TBD	Metasequoia glyptostroboides / Dawn Redwood	8’	
TBD	Picea abies / Norway Spruce	8’	
TBD	Picea glauca / White Spruce	8’	
TBD	Picea omorika / Serbian Spruce	8’	

TBD	Picea pungens / Blue Spruce	8’	
TBD	Plantanus xacerifolia / London Plane	2.5”	
TBD	Taxodium distichum / Bald Cypress	8’	
TBD	Ulmus ‘Accolade’ / Accolade Elm	2.5”	
TBD	Tsuga Canadensis / Eastern Hemlock	8’	
TBD	Catalpa Speciosa / Northern Catalpa	2.5”	
TBD	Aesculus Carnea “briotti” / Red Horse Chestnut	2.5”	
TBD	Aesculus Flava / Yellow Buckeye	2.5”	
TBD	Acer Miyabei / Miyabei Maple	2.5”	
TBD	Acer Freemanji / “Autumn Blaze” “Marmo”	2.5”	
TBD	Carpinus Betulus / European Hornbeam	2.5”	
TBD	Thuja occidentalis “wintergreen”	8’	
TBD	Cornas Mas / Cornelian Cherry	2.5”	
TBD	Thuja Plicata / Western Red Cedar	8’	
TBD	Ulmus “Accolade” Frontier, Triumph Vanguard	2.5”	
TBD	Fagus sylvatica / European Beech	2.5”	
TBD	Corylus Colurna / Turkish Hazel	2.5”	
TBD	Quercus muehlenbergii / Chinkapin Oak	2.5”	
TBD	Tilia Cordata / Littleleaf Linden	2.5”	
TBD	Amelanchier x grandiflora / Serviceberrry	2.5”	
Quantity	Species	Size	Unit Cost

Dated this _____ day of _____, 2026.

Respectfully submitted,

_____
Company

By: _____

_____
Title

RETURN WITH BID

TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES

SCHEDULE OF UNIT PRICES 2028

Quantity	Species	Size	Unit Cost
TBD	Acer griseum / PaperBark Maple	2.5” dbh	
TBD	Acer nigrum / Black Maple	2.5” dbh	
TBD	Acer rubrum / Red Maple	2.5” dbh	
TBD	Acer saccharum / Sugar Maple	2.5” dbh	
TBD	Aesculus glabra / Ohio Buckeye	2.5” dbh	
TBD	Aesculus hippocastanum / HorseChestnut	2.5” dbh	
TBD	Aesculus pavia / Red Buckeye	2.5” dbh	
TBD	Betula nigra / River Birch	8’ clump	
TBD	Carpinus caroliniana / American Hornbeam	2.5” dbh	
TBD	Carpinus caroliniana / American Hornbeam	8’ clump	
TBD	Carya cordiformis / Bitternut Hickory	2.5” dbh	
TBD	Carya ovata / Shagbark Hickory	2.5” dbh	
TBD	Celtis occidentalis / Hackberry	2.5” dbh	
TBD	Cladrastis kentukea / Yellow wood	2.5” dbh	
TBD	Fagus grandifolia / American Beech	2.5” dbh	
TBD	Gleditsia triacanthos / Honey Locust	2.5” dbh	
TBD	Gymnocladus dioica / Kentucky Coffeetree	2.5” dbh	
TBD	Jugans cinerea / Butternut	2.5” dbh	
TBD	Liquidambar styraciflua / Sweetgum	2.5” dbh	
TBD	Liriodendron tulipifera / Tulip Tree	2.5” dbh	
TBD	Nyssa sylvatica / Black Tupelo	2.5” dbh	
TBD	Ostrya virginiana / American Hophornbeam	2.5” dbh	
TBD	Ostrya virginiana / American Hophornbeam	8’ clump	
TBD	Quercus alba / White Oak	2.5” dbh	
TBD	Quercus bicolor / Swamp White Oak	2.5” dbh	
TBD	Quercus macrocarpa / Burr Oak	2.5” dbh	
TBD	Quercus rubra / Northern Red Oak	2.5” dbh	
TBD	Tilia Americana / American Basswood	2.5” dbh	
TBD	Cercidiphyllum japonicum / Katsura	2.5” dbh	
TBD	Cercis Canadensis / Eastern Redbud	2.5” dbh	
TBD	Cercis Canadensis / Eastern Redbud	8’ clump	
TBD	Amelanchier arborea / Serviceberry	2.5” dbh	
TBD	Amelanchier arborea / Serviceberry	8’ clump	
TBD	Crataegus virdis / Green Hawthorne	2.5” dbh	
TBD	Ginkgo biloba / Ginkgo	2.5” dbh	
TBD	Hamamelis virginiana / American Witch Hazel	8’ clump	
TBD	Larix decidua / European Larch	8’	
TBD	Malus ‘Prairifire” / Prairie Fire Crabapple	8’	
TBD	Malus sargentii / Sargent Crabapple	8’	
TBD	Metasequoia glyptostroboides / Dawn Redwood	8’	
TBD	Picea abies / Norway Spruce	8’	
TBD	Picea glauca / White Spruce	8’	
TBD	Picea omorika / Serbian Spruce	8’	

TBD	Picea pungens / Blue Spruce	8’	
TBD	Plantanus xacerifolia / London Plane	2.5”	
TBD	Taxodium distichum / Bald Cypress	8’	
TBD	Ulmus ‘Accolade’ / Accolade Elm	2.5”	
TBD	Tsuga Canadensis / Eastern Hemlock	8’	
TBD	Catalpa Speciosa / Northern Catalpa	2.5”	
TBD	Aesculus Carnea “briotti” / Red Horse Chestnut	2.5”	
TBD	Aesculus Flava / Yellow Buckeye	2.5”	
TBD	Acer Miyabei / Miyabei Maple	2.5”	
TBD	Acer Freemanji / “Autumn Blaze” “Marmo”	2.5”	
TBD	Carpinus Betulus / European Hornbeam	2.5”	
TBD	Thuja occidentalis “wintergreen”	8’	
TBD	Cornas Mas / Cornelian Cherry	2.5”	
TBD	Thuja Plicata / Western Red Cedar	8’	
TBD	Ulmus “Accolade” Frontier, Triumph Vanguard	2.5”	
TBD	Fagus sylvatica / European Beech	2.5”	
TBD	Corylus Colurna / Turkish Hazel	2.5”	
TBD	Quercus muehlenbergii / Chinkapin Oak	2.5”	
TBD	Tilia Cordata / Littleleaf Linden	2.5”	
TBD	Amelanchier x grandiflora / Serviceberrry	2.5”	

Dated this _____ day of _____, 2026.

Respectfully submitted,

_____
Company

By: _____

_____
Title

RETURN WITH BID

TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES

SCHEDULE OF UNIT PRICES 2029

Quantity	Species	Size	Unit Cost
TBD	Acer griseum / PaperBark Maple	2.5” dbh	
TBD	Acer nigrum / Black Maple	2.5” dbh	
TBD	Acer rubrum / Red Maple	2.5” dbh	
TBD	Acer saccharum / Sugar Maple	2.5” dbh	
TBD	Aesculus glabra / Ohio Buckeye	2.5” dbh	
TBD	Aesculus hippocastanum / HorseChestnut	2.5” dbh	
TBD	Aesculus pavia / Red Buckeye	2.5” dbh	
TBD	Betula nigra / River Birch	8’ clump	
TBD	Carpinus caroliniana / American Hornbeam	2.5” dbh	
TBD	Carpinus caroliniana / American Hornbeam	8’ clump	
TBD	Carya cordiformis / Bitternut Hickory	2.5” dbh	
TBD	Carya ovata / Shagbark Hickory	2.5” dbh	
TBD	Celtis occidentalis / Hackberry	2.5” dbh	
TBD	Cladrastis kentukea / Yellow wood	2.5” dbh	
TBD	Fagus grandifolia / American Beech	2.5” dbh	
TBD	Gleditsia triacanthos / Honey Locust	2.5” dbh	
TBD	Gymnocladus dioica / Kentucky Coffeetree	2.5” dbh	
TBD	Jugans cinerea / Butternut	2.5” dbh	
TBD	Liquidambar styraciflua / Sweetgum	2.5” dbh	
TBD	Liriodendron tulipifera / Tulip Tree	2.5” dbh	
TBD	Nyssa sylvatica / Black Tupelo	2.5” dbh	
TBD	Ostrya virginiana / American Hophornbeam	2.5” dbh	
TBD	Ostrya virginiana / American Hophornbeam	8’ clump	
TBD	Quercus alba / White Oak	2.5” dbh	
TBD	Quercus bicolor / Swamp White Oak	2.5” dbh	
TBD	Quercus macrocarpa / Burr Oak	2.5” dbh	
TBD	Quercus rubra / Northern Red Oak	2.5” dbh	
TBD	Tilia Americana / American Basswood	2.5” dbh	
TBD	Cercidiphyllum japonicum / Katsura	2.5” dbh	
TBD	Cercis Canadensis / Eastern Redbud	2.5” dbh	
TBD	Cercis Canadensis / Eastern Redbud	8’ clump	
TBD	Amelanchier arborea / Serviceberry	2.5” dbh	
TBD	Amelanchier arborea / Serviceberry	8’ clump	
TBD	Crataegus virdis / Green Hawthorne	2.5” dbh	
TBD	Ginkgo biloba / Ginkgo	2.5” dbh	
TBD	Hamamelis virginiana / American Witch Hazel	8’ clump	
TBD	Larix decidua / European Larch	8’	
TBD	Malus ‘Prairifire” / Prairie Fire Crabapple	8’	
TBD	Malus sargentii / Sargent Crabapple	8’	
TBD	Metasequoia glyptostroboides / Dawn Redwood	8’	
TBD	Picea abies / Norway Spruce	8’	
TBD	Picea glauca / White Spruce	8’	
TBD	Picea omorika / Serbian Spruce	8’	

TBD	Picea pungens / Blue Spruce	8’	
TBD	Plantanus xacerifolia / London Plane	2.5”	
TBD	Taxodium distichum / Bald Cypress	8’	
TBD	Ulmus ‘Accolade’ / Accolade Elm	2.5”	
TBD	Tsuga Canadensis / Eastern Hemlock	8’	
TBD	Catalpa Speciosa / Northern Catalpa	2.5”	
TBD	Aesculus Carnea “briotti” / Red Horse Chestnut	2.5”	
TBD	Aesculus Flava / Yellow Buckeye	2.5”	
TBD	Acer Miyabei / Miyabei Maple	2.5”	
TBD	Acer Freemanji / “Autumn Blaze” “Marmo”	2.5”	
TBD	Carpinus Betulus / European Hornbeam	2.5”	
TBD	Thuja occidentalis “wintergreen”	8’	
TBD	Cornas Mas / Cornelian Cherry	2.5”	
TBD	Thuja Plicata / Western Red Cedar	8’	
TBD	Ulmus “Accolade” Frontier, Triumph Vanguard	2.5”	
TBD	Fagus sylvatica / European Beech	2.5”	
TBD	Corylus Colurna / Turkish Hazel	2.5”	
TBD	Quercus muehlenbergii / Chinkapin Oak	2.5”	
TBD	Tilia Cordata / Littleleaf Linden	2.5”	
TBD	Amelanchier x grandiflora / Serviceberrry	2.5”	
Quantity	Species	Size	Unit Cost

Dated this _____ day of _____, 2026.

Respectfully submitted,

_____
Company

By: _____

_____
Title

RETURN WITH BID

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 **Tree Acquisition and Planting on Public/Village Properties** 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. 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.

3. **Patriot Act.** The aforementioned Contractor represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

By: _____
Signature

_____
Name, printed
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____day
of _____, 20__.

_____
Notary Public
SEAL

RETURN WITH BID

CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work for municipalities/agencies as identified in Bidder Qualifications.

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: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

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 Contract Documents. If this bid is accepted, the bidder will be responsible for all errors in the proposal resulting from 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 the proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be handwritten with ink. A proposal made by an individual shall be signed by the bidder or a 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 the proposal a satisfactory statement of 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 equipment, prior experience including the project names, locations, dates of completion, contact names with telephone numbers of at least three (3) similar projects completed within the last 36 months.

4. **Delivery of Proposal:** The proposal shall be placed in a sealed envelope plainly marked to indicate the project name, 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. The bidder is solely responsible for delivery of its proposal on time.

5. **Opening of Proposals:** Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. The Village reserves the right to hold a closed bid opening with the recording being available per the instructions in the Notice to Bidders. The Village will not accept any unsolicited information regarding the proposals after the bid opening, but reserves the authority to request supplemental information meant to clarify any ambiguities in a proposal.

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

   6.1 Developments or information discovered 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.

6.9 The bidder's history of performance or nonperformance on prior projects for the Village.

7. **Award of Contract:** All bids will remain firm for 90 days after the bid opening. The Village reserves the right to reject any or all bids or to accept any bid, which in the Village's judgment, will be in the best interest of the public or to waive any informalities in bidding. In determining the lowest responsive and responsible bidder, the Village further reserves the right to combine or separate or delete any section of work or alternates or items in the bid if it is in the best interest of the Village. Only bids in compliance with the provisions of the contract documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of 90 days after the bid date opening.

8. **Insurance Requirements:** The Contractor shall secure and maintain such insurance from an insurance company authorized to write commercial general liability 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 Contractor shall submit a certificate of insurance or certified copy of the insurance policy with the Village. The insurance shall cover the following:

   - Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State of Illinois Revised Statutes.

   - 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.

   - 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).

9. **Failure to Execute Contract:** Failure on the part of the successful bidder to execute a contract within 15 days after the date the contract was mailed or otherwise delivered, will be just cause for annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed 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, defend, and hold harmless the Village and its officers, 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, 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 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. The Contractor shall further indemnify, defend, and hold harmless the Village and its officers, agents, and employees from and against any claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting from Contractor's breach of the Contract.

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 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 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 a separate contractor employed by the Village, or of an employee of either, 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 approves invoices on the second and fourth Mondays of each month. All invoices must be submitted for payment one week prior to each board meeting which generally fall on the second and fourth 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 Subcontractor(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 Subcontractor. Prior to any work being performed by the Subcontractor, the Contractor shall submit all the necessary information to the Village regarding Subcontractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project, and contact person. The Village, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

15. 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 thereof shall be charged to the Contractor or subtracted from any holdback amount.

16. Final Acceptance

16.1 Preliminary Procedures: before requesting final payment, complete the following:

16.1.1 List any exceptions in the request for final payment.

16.1.2 Submit an updated final statement, accounting for final additional changes to the Contract.

16.1.3 Submit the notice of final acceptance from the Village along with all other documentation.

16.1.4 Submit a final lien waiver and contractor sworn statement from the Contractor, all Subcontractors, and materialmen.

16.2 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 any 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 obligations that have not been fulfilled but are required for final acceptance.

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 payments shall be made to the Contractor until all necessary waivers of lien are submitted to the Village.

18. Warranty: The Contractor shall guarantee that the materials, merchandise and workmanship incorporated into the work are of the highest quality in every respect and that it will make good any defects in materials or workmanship which may develop within one year from the date of final acceptance, at no cost to the Village.

Contractor shall assign to the Village, to the fullest extent permitted by law, all warranties provided by original equipment manufacturers for materials incorporated into the work or provided in the performance of the Contract.

If defects appear due to faulty workmanship or materials within the warranted period, the Contractor will upon receipt of notice thereof repair or replace same without charge to the Village. All non-warranty services furnished by the Contractor after installation and acceptance will be provided by the Contractor at the prevailing rate of wages for the trade required. The Contractor will provide such service through its own mechanics and Subcontractors and shall charge only the effective rate. Replacement merchandise and parts other than those furnished under warranty shall be provided at the same rates as the basic products sold under these General Conditions.

In the case of any work performed in correcting defects pursuant to the guarantees provided for by the Contractor, the guarantee period shall begin anew from the date of the notice of acceptance of the repair work.

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.

TREE ACQUISITION AND PLANTING
PLANS AND SPECIFICATIONS

1. 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.

2. 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 execution. 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 or 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 by the Contractor under this RFP at the trees' point of origin to ensure that they adhere to these specifications. The Village may opt to select specific trees at the 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 trees grown in very sandy soils.

3. Digging of Plant Materials and Ball Characteristics
All trees provided by the Contractor under this RFP shall have root balls that are burlapped, with the tree's root flare positioned 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.

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, 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 shall be dug by hand; the Contractor may dig trees with a mechanical device only if the Contractor receives prior written approval from the Village. All trees dug more than twenty-four (24) hours prior to delivery shall be kept moist and under appropriate conditions until loaded for delivery.

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

4. 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 nurseries where the trees will be grown.

The Contractor shall schedule and coordinate delivery of each tree order placed by the Village to ensure that all delivered trees are planted on the day of delivery.
All trees provided under this RFP shall be covered during transport to reduce water loss through transpiration.

While delivering and handling trees, the Contractor shall exercise great care to prevent damage. If a tree's roots become dried out, a large branch is broken, its root ball is broken or loosened, or areas of its bark are torn during transit or handling, the Village shall reject the tree, and the Contractor shall provide a replacement tree at no additional charge. The Contractor shall prune only minor branches damaged during transit or handling.

5. Tree Planting Locations and JULIE Locates
Thirty (30) days prior to the Contractor's scheduled planting date(s), the Village shall mark or stake tree planting locations in the field and provide the Contractor with a list specifying the type of tree to be planted at each location. The Contractor shall contact the JULIE utility locating service to identify underground utilities at each planting location prior to conducting any digging.

6. Tree Planting Procedures
All trees provided by the Contractor under this RFP shall be planted according to the following specifications:

- **Excavation:** The Contractor shall plant all trees at the locations specified by the Village, hand-digging all planting holes. If field conditions warrant a modification to a specific location, the Contractor shall contact the Village for alternative direction. Each planting hole shall be dug at least twenty (20) inches larger in horizontal diameter than the widest part of the root ball and to a depth that situates the root collar at ground level. The sides of each planting hole shall slope inward. Material produced from digging shall be left immediately adjacent to the hole. Holes shall not be dug more than twenty-four (24) hours before scheduled planting. Excavated holes and soil piles must be barricaded until planting is complete.

- **Root Ball Preparation:** The Contractor shall remove all metal baskets, plastic twine, and non-degradable materials from the root ball prior to backfilling. Once the tree is positioned in the pit, the Contractor shall remove the top 1/3 to 1/2 of wire baskets, burlap, and twine to prevent root girdling.
- **Backfilling & Finishing:** The Contractor shall place the root ball in the planting hole and firmly backfill around it with material excavated from the hole, leaving a water retention basin one (1) inch deep. Excess soil shall be removed immediately after backfilling and disposed of properly by the Contractor; excess material shall not be used to fill other holes.
- **Stabilization:** All trees shall be planted firmly so that they do not require staking. If a tree begins to lean within forty-five (45) days of planting due to root ball settlement (and not as a result of severe storms/wind), the Contractor shall straighten the tree at no additional cost.
- **Watering:** The Contractor shall water each tree within two (2) hours of planting, applying seven (7) to ten (10) gallons of water to the root base. Water may be obtained without charge from the Village under the supervision of the Village Arborist.
- **Mulching:** The Contractor shall apply wood chip mulch around the base of each tree to a depth of four (4) inches, extending horizontally beyond the circumference of the excavated area. Mulch shall not be placed directly against the trunk of the tree. Mulching shall be completed within four (4) days of planting.

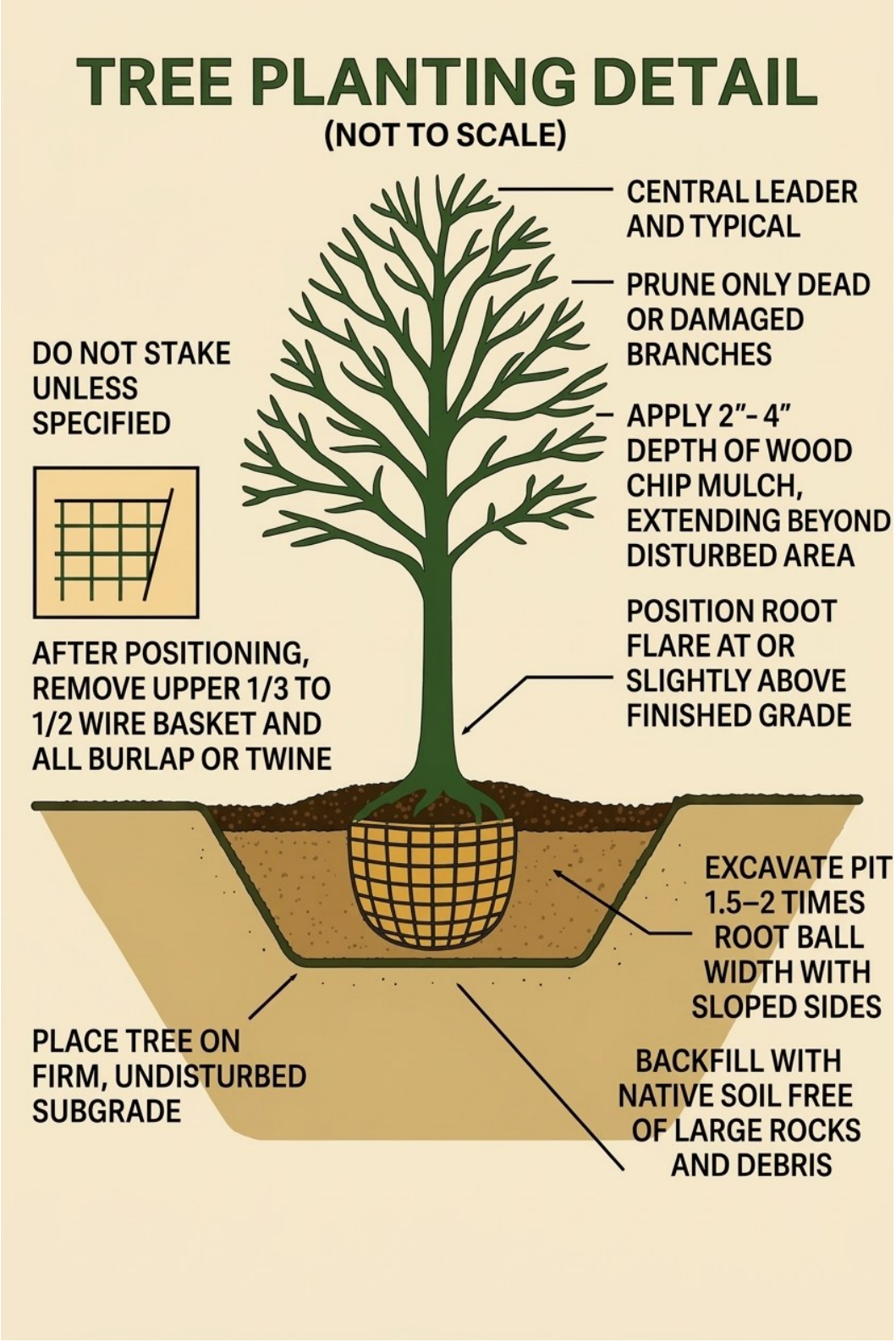
7. Quantities
The Village shall issue purchase orders to the Contractor for trees acquired under this contract. The Village estimates an annual purchase quantity of approximately fifty (50) trees, with subsequent years requiring similar quantities.

8. Completion Requirements
The Contractor shall dig trees ordered for the spring planting season between March 15 and May 15 and trees ordered for the fall planting season between October 1 and November 1. Digging outside of these seasonal windows requires prior approval from the Village.

9. Warranty
The Contractor shall provide a one-year warranty on all trees planted under this contract. Prior to the one-year anniversary, the Village shall inspect planted trees to identify any that have died or declined beyond recovery. The Village shall notify the Contractor of required replacement species and locations. Replacements shall be planted during the corresponding planting season of the following year and must comply with all original contract specifications.

10. Inspections
Representatives of the Village reserve the right to inspect all trees, materials, and services provided under this RFP. If any tree, material, or service fails to comply with contract specifications, the Contractor shall replace or correct it at no additional charge to the Village.

11. Discrepancies
Any discrepancies between drawings, plans, and specifications shall be subject to interpretation by the Village in its sole discretion. Upon discovering a discrepancy, the Contractor shall immediately request clarification from the Village. The Village shall provide written clarification within five (5) working days; otherwise, the Contractor shall proceed using best professional judgment.


TREE PLANTING DETAIL
(NOT TO SCALE)
CENTRAL LEADER AND TYPICAL
PRUNE ONLY DEAD OR DAMAGED BRANCHES
APPLY 2"- 4" DEPTH OF WOOD CHIP MULCH, EXTENDING BEYOND DISTURBED AREA
DO NOT STAKE UNLESS SPECIFIED
POSITION ROOT FLARE AT OR SLIGHTLY ABOVE FINISHED GRADE
AFTER POSITIONING, REMOVE UPPER 1/3 TO 1/2 WIRE BASKET AND ALL BURLAP OR TWINE
EXCAVATE PIT 1.5–2 TIMES ROOT BALL WIDTH WITH SLOPED SIDES
PLACE TREE ON FIRM, UNDISTURBED SUBGRADE
BACKFILL WITH NATIVE SOIL FREE OF LARGE ROCKS AND DEBRIS

APPENDIX "A" – TREE LIST
SIGNIFICANT TREES OF LINCOLNSHIRE

Common Name	Scientific Name
Black Maple	Acer nigrum
Red Maple	Acer rubrum
Sugar Maple	Acer saccharum
Ohio Buckeye	Aesculus glabra
Common Horsechestnut	Aesculus hippocastanum
Red Buckeye	Aesculus pavia
River Birch	Betula nigra
American Hornbeam	Carpinus caroliniana
Bitternut Hickory	Carya cordiformis
Shagbark Hickory	Carya ovata
Hackberry	Celtis occidentalis
Yellowwood	Cladrastis kentukea
American Beech	Fagus grandifolia
Thornless Honeylocust	Gleditsia triacanthos
Kentucky Coffeetree	Gymnocladus dioica
Butternut	Juglans cenera
Black Walnut	Juglans nigra
Sweetgum	Liquidambar styraciflua
Tulip Tree	Liriodendron tulipifera
Black Tupelo	Nyssa sylvatica
American Hophornbeam	Ostrya virginiana
White Oak	Quercus alba
Swamp White Oak	Quercus bicolor
Scarlet Oak	Quercus coccinea
Hill's Oak	Quercus ellipsoidalis
Shingle Oak	Quercus imbricaria
Bur Oak	Quercus macrocarpa
Chinkapin Oak	Quercus muehlenbergii
Chestnut Oak	Quercus prinus
Red Oak	Quercus rubra
Schumard Oak	Quercus shumardii
Black Oak	Quercus velutina
Linden	Tilia americana

Other species that the Village deems acceptable for this area consistent with appropriate Arborist standards.(Amd. Ord. 95-1595-57, eff. 9/14/98)(Amd. Ord. 02-1803-13,eff.5/13/02)(Amd. Ord. 11-3194-16, eff. 3/14/11)

TREE ACQUISITION AND PLANTING ON PUBLIC AND VILLAGE PROPERTIES

CONTRACT

THIS AGREEMENT made this _____ (Date), by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village" _____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 **Tree Acquisition and Planting on Public/Village Properties**, 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 Village of Lincolnshire **Tree Acquisition and Planting on Public/Village Properties** 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