

**VILLAGE OF LINCOLNSHIRE
NOTICE TO BIDDERS**

DEAD, HAZARDOUS, AND EMERGENCY TREE REMOVAL SERVICES

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. local time on October 9, 2014, 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 removal of dead and/or hazardous trees and emergency tree removal services in the Village of Lincolnshire.

Proposal specifications will be made available free of charge on September 9, 2014, at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois.

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

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

Village of Lincolnshire

Bradford H. Woodbury
Director of Public Works

Village of Lincolnshire

**Proposal for
DEAD, HAZARDOUS, AND EMERGENCY TREE REMOVAL 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 **Dead, Hazardous and Emergency Tree Removal 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 Notice to Bidders 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.

The undersigned agrees that the total number of trees to be removed shall vary based on need and the availability of funding.

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 that there is an "emergency or hazardous" nature of some of the work contracted for, under this contract, and shall be required to commence "emergency or hazardous" removals within 24 hours of notice to proceed and that the contractor has the capability to complete "emergency and hazardous" tree removals within that timeframe and

comply with all the Terms and Conditions. The undersigned agrees that all other tree removals shall commence, upon notice to proceed, within five days of notice and that all work shall comply with the Terms and Conditions. For purposed of this Contract, "emergency and hazardous" shall mean any condition that has the potential to cause damage to property or life.

The Contractor understands that a contract 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 Schedule of Unit Prices provides an opportunity for the Village to extend the contract for an additional two years. The bidder shall complete a Schedule of Unit Prices for 2015, 2016 and 2017, should the Village opt to extend the contract.

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, we agree to complete the work covered by this Proposal at said prices.

Dated this _____ day of _____ 201____.

Respectfully submitted,

Company

By _____
Title

PREVAILING WAGE ACT NOTIFICATION TO CONTRACTORS

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

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

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

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

CONTRACTOR'S CERTIFICATION

_____, of _____, Illinois, as part of its bid on a contract for **Dead, Hazardous and Emergency Tree Removal 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 most recent Illinois Compiled Statutes.

_____, certifies that all work conducted in the Village of Lincolnshire shall be directly supervised by a Certified Arborist. Proof of certification shall be filed with this proposal.

_____, having submitted a bid/proposal for **Dead, Hazardous and Emergency Tree Removal 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), of the most recent Illinois Compiled Statutes.

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

1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:
2.
 - a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

By: _____
Signature

Name, printed
Authorized Agent of Contractor

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

Notary Public
SEAL

SCHEDULE OF UNIT PRICES
Year One, 2015

Estimated Quantity	Size Class (dbh)	Unit Cost Per Inch to Remove	Unit Cost Per Inch to Stump	Unit Cost Per Inch to Restore
To Be Determined	0" – 6"			
To Be Determined	6.1" – 12"			
To Be Determined	12.1" – 24"			
To Be Determined	24.1" – 36"			
To Be Determined	36.1" +			

Dated this _____ day of _____, 201____.

Respectfully submitted,

 Company

By: _____

 Title

SCHEDULE OF UNIT PRICES
Year Two, 2016

Estimated Quantity	Size Class (dbh)	Unit Cost Per Inch to Remove	Unit Cost Per Inch to Stump	Unit Cost Per Inch to Restore
To Be Determined	0" – 6"			
To Be Determined	6.1" – 12"			
To Be Determined	12.1" – 24"			
To Be Determined	24.1" – 36"			
To Be Determined	36.1" +			

Dated this _____ day of _____, 201____.

Respectfully submitted,

 Company

By: _____

 Title

SCHEDULE OF UNIT PRICES

Year Three, 2017

Estimated Quantity	Size Class (dbh)	Unit Cost Per Inch to Remove	Unit Cost Per Inch to Stump	Unit Cost Per Inch to Restore
To Be Determined	0" – 6"			
To Be Determined	6.1" – 12"			
To Be Determined	12.1" – 24"			
To Be Determined	24.1" – 36"			
To Be Determined	36.1" +			

Dated this _____ day of _____, 201____.

Respectfully submitted,

Company

By: _____

Title

Add-Alternate Unit Pricing for Tree Removals on Public and Private Property
 (for materials services rendered above and beyond the Contract Specifications)

Removal of hazardous trees on public **and private** property over a one year period from January 1, 2015 to December 31, 2015. Payment for privately owned trees will be made by the homeowners who requested the service. It shall be the contractor's responsibility to bill the homeowners and to collect payment.

SCHEDULE OF UNIT PRICES
Year One, 2015

Estimated Quantity	Size Class (dbh)	Unit Cost Per Inch to Remove	Unit Cost Per Inch to Stump	Unit Cost Per Inch to Restore
To Be Determined	0" – 6"			
To Be Determined	6.1" – 12"			
To Be Determined	12.1" – 24"			
To Be Determined	24.1" – 36"			
To Be Determined	36.1" +			

Dated this _____ day of _____, 201____.

Respectfully submitted,

 Company

By: _____

 Title

Add-Alternate Unit Pricing for Tree Removals on Public and Private Property
 (for materials services rendered above and beyond the Contract Specifications)

Removal of hazardous trees on public **and private** property over a one year period from January 1, 2016 to December 31, 2016. Payment for privately owned trees will be made by the homeowners who requested the service. It shall be the contractor's responsibility to bill the homeowners and to collect payment.

SCHEDULE OF UNIT PRICES
Year Two, 2016

Estimated Quantity	Size Class (dbh)	Unit Cost Per Inch to Remove	Unit Cost Per Inch to Stump	Unit Cost Per Inch to Restore
To Be Determined	0" – 6"			
To Be Determined	6.1" – 12"			
To Be Determined	12.1" – 24"			
To Be Determined	24.1" – 36"			
To Be Determined	36.1" +			

Dated this _____ day of _____, 201____.

Respectfully submitted,

 Company

By: _____

 Title

Add-Alternate Unit Pricing for Tree Removals on Public and Private Property
 (for materials services rendered above and beyond the Contract Specifications)

Removal of hazardous trees on public **and private** property over a one year period from January 1, 2017 to December 31, 2017. Payment for privately owned trees will be made by the homeowners who requested the service. It shall be the contractor's responsibility to bill the homeowners and to collect payment.

SCHEDULE OF UNIT PRICES
Year Three, 2017

Estimated Quantity	Size Class (dbh)	Unit Cost Per Inch to Remove	Unit Cost Per Inch to Stump	Unit Cost Per Inch to Restore
To Be Determined	0" – 6"			
To Be Determined	6.1" – 12"			
To Be Determined	12.1" – 24"			
To Be Determined	24.1" – 36"			
To Be Determined	36.1" +			

Dated this _____ day of _____, 201____.

Respectfully submitted,

 Company

By: _____

 Title

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

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

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

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

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

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

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

for any of the following causes:

- 6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.
- 6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.
- 6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.
- 6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.5 Proposal form is other than furnished by the Village.
- 6.6 Proposal is not accompanied by a proper bidder's statement of competency.
- 6.7 Lack of qualifications as revealed by the bidder's statement of competency.
- 6.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

7. Award of Contract:

- 7.1 Unless all proposals are rejected for good cause, award of contract will be made to one or more of the bidders. This contract shall be awarded to the most responsive, responsible bidder(s) whose proposal(s) comply with all specified requirements stated herein. The successful bidder(s) will be notified by letter that their bid has been accepted and they have been awarded a contract by the Village.
- 7.2 Upon award of this contract the successful bidder(s) shall provide to the Village a performance bond in the amount of \$5,000. This bond shall be valid for not less than three years from the date of award of this contract.

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

- 8.1 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.
- 8.2 General liability insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit of two million dollars (\$2,000,000.00) for each item.
- 8.3 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00).
- 8.4 Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate. (Village Code Title 7-1-7A).

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

10. Indemnification

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

10.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under

this paragraph shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

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

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

13. Payment and Holdback

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

13.2 Payments shall be as follows:

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

14. Chips/Grinding Debris Disposal:

14.1 The Contractor shall be responsible for the disposal of chips and grinding debris generated by work described within this contract. Any logs and chips wanted by the residents shall be given free of charge and shall not be from elm, ash or diseased trees. Logs left at the homeowner's request, must be placed on the resident's property and not the right of way.

14.2 The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his work. Tools, equipment and surplus materials shall be removed upon completion of the work.

14.3 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.

15. Safety Standards

15.1 All equipment to be used and all work to be performed shall be in full compliance with the most current revision of the American National Standards, Institute Standard Z-133-1, 1-2000, or amended (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing and for Cutting Brush).

15.2 Blocking of public streets shall not be permitted unless prior arrangement have been made with the Village and is coordinated with property departments.

15.3 Proper warning signs, barricades, and/or other protective devices must be provided by the Contractor. These shall be in accordance with the Manual of Uniform Traffic Control Devices.

16. Certification and Supervision

16.1 All work shall be done under the direction of a Certified Arborist. Proof of certification shall be required as part of this proposal. The Contractor shall provide qualified supervision of each crew at all times while working under the terms of this contract. Each supervisor shall be fluent in English and have the authorization by the Contractor to accept and act upon all directives issued by the Village of Lincolnshire.

17. Tree Removal

17.1 The Contractor shall remove all trees designated to a removal point not more than four inches (4") above the adjacent ground level.

17.2 The Contractor shall notify the Village prior to beginning work each day and immediately upon completion of the removal(s) requested. Each invoice shall show the removal date, location, species and size of tree(s) removed.

18. Stump Grinding and Restoration

18.1 The Contractor shall remove all tree stumps and buttress roots to a point twelve inches (12") below the adjacent ground level. Additionally, the Contractor shall remove all surface roots and sufficient subsurface roots as may be necessary to eliminate raised areas in the lawn or adjacent surfaces. The grinding of stumps shall be separate from a tree removal and the Village will advise the Contractor when stump grinding is required.

18.2 The Contractor shall fill all stump holes, depressions, tire ruts or other surface irregularities with appropriate soil eliminate any trip or other hazards.

18.3 All grinding and stump removals shall be completed no later than two weeks of tree removal.

19. Restoration

19.1 The restoration of all stump and tree removals shall be separate from a tree removal as shown on the attached Unit Price List. Restoration shall consist of removal of all grindings and other wood materials, placement and compaction of sufficient soil to eliminate any surface irregularities. In addition, the Contractor shall reseed the disturbed area with the appropriate seed for establishment of turf, i.e., shady grass mix, sunny grass mix, etc.

19.2 All restoration shall be completed no later than two weeks of the tree removal.

20. Notification of Utility Companies

20.1 The Contractor shall contact all necessary utility companies and request utility locations or coordination prior to the commencement of any work. This would include overhead and underground utilities.

20.1 Tree removal operations may be required in areas where overhead utilities exist. The contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting the operations of this contract.

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

CONTRACT

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

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

1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the **Dead, Hazardous and Emergency Tree Removal Services** PROJECT, in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Plans and Specifications, and Schedule of Unit Prices all of which are made a part hereof and herein called "Contract Documents."

2. All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for **Dead, Hazardous and Emergency Tree Removal 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:

Village of Lincolnshire:

By _____

By _____

Signature

Signature

Barbara Mastandrea, Village Clerk

Brett Blomberg, Mayor

Attest:

(Contractor)

Signature

Signature

Printed Name and Title

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: _____