



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

VILLAGE OF HOFFMAN ESTATES

BID DOCUMENTS

***LANDSCAPE MAINTENANCE SERVICES
OF VILLAGE MAINTAINED PROPERTIES
A- LOCATIONS – WEEKLY VILLAGE SITES
B- STATE/COUNTY RIGHTS-OF-WAYS
2021-2023 SEASONS***

BID OPENING DATE: March 9, 2021

BID OPENING TIME: 10:00 a.m., Local Time

BID DEPOSIT REQUIRED: Cashier's Check, Certified Check, or Bid Bond only in the amount of \$1000 is required with submission of bid.

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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

To Prospective Bidder:

The Village is soliciting your sealed bid for 2021 landscape maintenance services of A)Village owned properties as well as Village maintained B) State/County rights-of-way. These properties include sites that require a **higher degree of detailed weekly maintenance as well as a number of properties which require bi-weekly (every other week) maintenance.** Alternate bid prices for possible contract extension for 2022 and 2023 are also requested in your proposal along with a request for pricing for contractor supplied and installed hardwood mulch. I call your special attention to the Instructions to Bidders section of the attached bid documents. **Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid.**

Please note the following are required:

- a) A \$1000 BID SECURITY DEPOSIT IS REQUIRED. Cashier's Check, Certified Check or Bid Bond only.
- b) Vendors submitting a bid must possess and provide the Village with a list of the equipment and manpower necessary to maintain the weekly/biweekly schedules within these specifications. NO EXCEPTIONS!
- c) **As the Village is seeking bids for an additional like service for other Village maintained properties, the Village reserves the right to limit the awarding of one contract per vendor if we feel it would be in our best interest and insure the swift and proper completion of the activity being performed.**
- d) Vendors interested in tendering a bid are required to schedule a site visit with a Village representative. The scheduled site visit MUST be completed by 1:00pm Friday, March 5, 2021. This site visit **IS REQUIRED** in order to submit a bid proposal and is to ensure contractor comprehension of the maintenance that is required. The tour can take up to 4 hours and not all sites will be visited but contractors will be provided site maps for their use in visiting all sites which they are encouraged to do prior to submitting a proposal. NO ADDITIONAL DATES WILL BE SCHEDULED FOR OTHER TOURS.
- e) Failure to comply with any of these requirements will void a prospective vendor's bid.

Please review all of the legal documents affecting this bid call. Any exceptions that you make from the Village's request for proposals must be noted, in writing, and explained. Maps have been provided to assist you but are not to be considered as all-inclusive of the turf and landscaping at the various sites. In addition to a general scope of services for all sites, **each of the weekly sites being bid have a separate scope of service and should be reviewed closely to insure understanding of the maintenance required. Sites requiring bi-weekly maintenance have a scope of service that include general requirements that apply the same for all sites in that category with a few of the bi-weekly sites also having an additional detailed scope of services required and potential vendor's are encouraged to read the requirements closely!**

The Village reserves the right to waive any informalities in or to reject any or all bids and to accept that bid (or that combination of bids) which (is/are) deemed to be in the best interest of the Village of Hoffman Estates.

Any questions with regards to specifications and scheduling of site visit with Village representative should be directed to Nick Lackowski, Village Forester at (847) 490-6800.

Sincerely,

Joseph Nebel
Director of Public Works

NOTICE TO BID

VILLAGE OF HOFFMAN ESTATES
Hoffman Estates, IL 60169

The Village of Hoffman Estates Department of Public Works is soliciting bids for **"2021 SEASONAL LANDSCAPE MAINTENANCE SERVICES OF VILLAGE OWNED PROPERTIES & MAINTAINED STATE RIGHTS OF WAY, LOCATIONS A & B"** located at various sites throughout the Village and as described within bid documents.

Sealed bids will be received by the Office of the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, (Municipal Building) until 10:00 a.m., local time, March 9, 2021, at which time they will be publicly opened and read aloud. It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date, and time of opening. **Each bid must be submitted with a bid deposit in the form of a Certified Check, Cashier's Check or Bid Bond in the sum of \$1000. Vendors interested in tendering a bid are required to schedule a site visit with a Village representative. The scheduled site visit MUST be completed by 1:00pm Friday, March 5, 2021.**

Specifications and complete bid documents may be obtained from the Office of the Village Clerk. Further information regarding this bid may be obtained by contacting Nick Lackowski, Village Forester at (847) 490-6800.

The Village of Hoffman Estates reserves the right to waive any/all formalities, or to reject any/all bids and/or parts thereof; and to accept that bid which it deems most favorable to Hoffman Estates after all bids have been examined and canvassed.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

Monday, February 15, 2021
(date)


Bev Romanoff, Village Clerk

TO BE PUBLISHED ON Tuesday, February 23, 2021 PADDOCK PUBLICATIONS

**VILLAGE OF HOFFMAN ESTATES
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

x
_____ Print Bid Firm Name Here

It is understood that this proposal form, when signed by both parties, shall constitute a contract for the period of time commencing in April, no later than April 15 and terminating on November 30. It is also understood that either party may cancel the whole or any part of this contract with the delivery of thirty (30) days written notice to the other party.

It is further understood that the Village of Hoffman Estates reserves the right to waive any formality in or to reject in whole or part, any bid, or all bids. All bid prices, for 2021 season maintenance, shall remain firm the entirety of said season.

The undersigned having examined all bid documents for this bid call and having visited all bid site locations is aware of all conditions affecting the professional landscape maintenance services requested, and agrees to deliver said specified services for the length of the contract period for the following bid prices:

Primary Bid -2021 Season

Bid Locations requiring weekly maintenance:

Bid Price Per Cycle:

- | | |
|--|-------------------|
| A1) Police Dept., 411 W. Higgins Rd | \$ _____ per week |
| A2) Village Hall, 1900 Hassell Rd | \$ _____ per week |
| A3) Fire Station #21, 225 Flagstaff Ln | \$ _____ per week |
| A4) Fire Station #22, 1700 Moon Lake Blvd | \$ _____ per week |
| A5) Fire Station #23, 1300 Westbury Dr | \$ _____ per week |
| A6) Fire Station #24, 5775 Beacon Pointe Dr | \$ _____ per week |
| A7) NOW Arena, 5333 Prairie Stone Pkwy | \$ _____ per week |
| A8) Sunderlage Farmhouse, 1775 Volid Dr | \$ _____ per week |
| A9) Children's Adv. Ctr., 640 Illinois Blvd | \$ _____ per week |
| A10) Public Works Center, 2305 Pembroke Ave | \$ _____ per week |
| A11) Vehicle Maint Facility, 2405 Pembroke Ave | \$ _____ per week |
| A12) Huntington Blvd Center Medians | \$ _____ per week |
| A13) Arbor Day Park, Sumac Trl @ Downing Dr | \$ _____ per week |

**VILLAGE OF HOFFMAN ESTATES
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

x _____
Print Bid Firm Name Here

**Primary Bid -2021 Season
Bid Locations requiring bi-weekly maintenance:**

Bid Price Per Cycle:

State Rights-of-way

- | | |
|--|------------------------|
| B1) Route 72 (Plum Grove Rd to Healy Rd) | \$ _____ per bi-weekly |
| B2) Golf Rd (Gannon Dr to Moon Lake Blvd) | \$ _____ per bi-weekly |
| B3) Golf Rd (South side – Apple St to Basswood St) | \$ _____ per bi-weekly |
| B4) Route 62 (Ashbury Ln to Forest Way) | \$ _____ per bi-weekly |
| B5) Shoe Factory Rd, (Essex Dr to Wakefield Dr) | \$ _____ per bi-weekly |

VILLAGE OF HOFFMAN ESTATES
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL x _____
Print Bid Firm Name Here

Bid Prices for Primary Bid -2021 Season

Cost for one complete 2021 weekly maintenance cycle: \$ _____
(Sites A1 through A14)
X 33 cycles = \$ _____

Cost for one complete 2021 bi-weekly maintenance cycle: \$ _____
(Sites B1 through B5)
X 17 cycles = \$ _____

Total Cost for 2021 Season: \$ _____

Bid Prices for Contract Extension -2022 Season

Cost for one complete 2022 weekly maintenance cycle: \$ _____
(Sites A1 through A14)
X 33 cycles = \$ _____

Cost for one complete 2022 bi-weekly maintenance cycle: \$ _____
(Sites B1 through B5)
X 17 cycles = \$ _____

Total Cost for 2022 Season: \$ _____

Bid Prices for Contract Extension -2023 Season

Cost for one complete 2023 weekly maintenance cycle: \$ _____
(Sites A1 through A14)
X 33 cycles = \$ _____

Cost for one complete 2023 bi-weekly maintenance cycle: \$ _____
(Sites B1 through B5)
X 17 cycles = \$ _____

Total Cost for 2023 Season: \$ _____

II. Alternate Bid Price for Mulch Type Material Installation

Contractor is requested to provide costs for installation and/or replenishment of mulch type material in planting beds, tree rings, and other like areas throughout the various maintained sites. Bids are requested based on contractor's price for material and installation. Material is to be installed to a depth of 3" to 3.5" with a finished cut landscape edge to contain the material. Total yardage to be installed/replenished is unknown and will be based on proposed cost versus budget funding available for the contract season.

2021 Contract Season

Cost per cubic yard for *contractor supplied* and installed premium shredded hardwood mulch

\$ _____ /cubic yard

2022 Contract Season

Cost per cubic yard for *contractor supplied* and installed premium shredded hardwood mulch

\$ _____ /cubic yard

2023 Contract Season

Cost per cubic yard for *contractor supplied* and installed premium shredded hardwood mulch

\$ _____ /cubic yard

Note: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH THE ILLINOIS CRIMINAL CODE.

I, We hereby certify that _____
(Name of Bidder)

by bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: _____

Attest: _____
Notary Public

Name/Title: _____
(Please Print)

Commission expiry: _____

Date: _____

Date: _____

REFERENCES

RETURN WITH BID

BIDDER NOTE: List five (5) references where “**LIKE**” services have been performed in comparable economic scope. Like services would include other municipalities, park districts, county & state agencies, larger companies, etc. "Municipal" references are to be provided if possible and are preferred.

MANDATORY INFORMATION

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

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ADDRESS: _____
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PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

SUBSTANCE ABUSE PREVENTION PROGRAM

CERTIFICATE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) _____
_____ that
(Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: _____
(Name of Contractor)

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20___. My Commission Expires:

Notary Public

SEAL

**LANDSCAPING MAINTENANCE SERVICES
2021-2023 SEASONS
GENERAL CONDITIONS**

INTENT

It is the intent of this Request for Proposal/Bid to outline the professional landscaping maintenance services required by the Village of Hoffman Estates for the seasonal care and upkeep of the Village owned properties more fully described within the specifications section of these bid documents.

CONTRACT PERIOD

The contract period for the services specified herein must commence no later than April 15*. The contract period shall terminate on November 30. (may require minor adjustment depending when contract is begun)

EXAMINATION OF CONTRACT DOCUMENTS AND JOB LOCATIONS

Bidders shall completely familiarize themselves with the bid documents and job locations referenced within this call for bids. Bidder shall make all investigations required to be thoroughly informed regarding the work, work sites, and/or service to be furnished in accordance with his bid proposal. No plea of ignorance by the bidder of conditions that exist, or, that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigation will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder.

SCOPE OF SERVICES

Each of the sites requiring weekly landscape maintenance has a separate scope of service and should be reviewed closely to insure understanding of the maintenance required. Sites requiring bi-weekly maintenance have a scope of service that include general requirements that apply the same for all sites in that category BUT a few of the bi-weekly sites also having an additional detailed scope of service required and potential vendor's are encouraged to read the requirements closely!

ALTERNATE BIDS FOR CONTRACT EXTENSION

The Village recognizes the value in the future consideration of the possible extension of the original first year contract with the successful vendor (based upon first year performance and competitive pricing).

Contractors are advised that the bid proposal page also seeks alternate bid prices to extend the first year contract for each of two (2) additional landscape seasons, 2022 and 2023 (April 15 – November 30).

Interested bidders should tender bids for contract extensions within the spaces provided upon the bid forms. Contract extension bids should be based upon the same scope of services requested for the 2021 season.

Contract extension sums for upgraded scope of services bids which may be tendered by bidder as alternate bids should be included within same.

COMPETENCY OF BIDDER

Bidder shall furnish satisfactory evidence of ability to provide the services specified. Bidder shall complete the reference form which is contained within these documents. References which reflect landscape maintenance accounts of like scope, nature and size as those being specified herein shall be most advantageous to include upon the reference list. REFERENCE INFORMATION REQUESTED MUST BE FURNISHED!

SUBCONTRACTING

The Contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the Director of Public Works. The Subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the Contractor. All required notices, work orders, directives and requests will be directed to the Contractor. All directions given to the Subcontractor, in the field, shall bind the Contractor as if notice had been given directly to the Contractor.

PERMITS AND LICENSES

The successful bidder shall obtain at his own expense a Village of Hoffman Estates Contractor's License. In addition, the successful bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

PAYMENT

All work covered by the specifications herein shall be billed at the end of each month. Payment shall be made within thirty days of the invoice date. No billing for extra work, for items not included in the proposal amount, shall be approved for payment unless the contractor has first obtained written authorization for the work from the Village agent designated herein.

COLLUSION

Bids will be considered only if made without any connection with any other person or firm submitting a bid and if in all respects fair and without collusion of any kind. The non-collusion form/statement contained with the proposal page section must be fully completed by bidders.

QUALITY ASSURANCE

Provide at least one person who shall be present at all times during execution of the work called for herein and who shall be thoroughly familiar with the work extent and its best methods for execution, and who shall direct all work performed with respect to this bid call.

CANCELLATION

Either party may cancel the whole or any part of the contract with thirty days written notice. The notice must be sent via certified mail.

DEFAULT

In case of default by the bidder, the Village will procure the service from another source and shall hold the original bidder responsible for any excess cost incurred.

INVALID PROVISIONS

If any part hereof is determined to be invalid by a Court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

VILLAGE AGENT

Nick Lackowski, Village Forester, shall represent and act for the Village in all matters pertaining to the bid document specifications, proposal and contracts in conjunction hereto. He may be contacted at the following telephone number Monday thru Friday from 8:00 a.m. to 2:30 p.m., at (847) 490-6800. In his absence, contact Rick Kassal at (847) 490-6800 during business hours of 8:00 a.m. to 2:30 p.m.

LEGAL AUTHORITY

The Director of Public Works shall constitute the Village legal authority relative to the interpretation of any of the sections comprising this bid call.

**VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF PUBLIC WORKS
INSTRUCTIONS TO BIDDERS**

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. FORMS

Bid forms are furnished. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, prior to the bid opening date and time.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope "**SEALED BID**" and with the following information: Company's name, address, item bid, date and time of opening.

2. ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. **Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.**

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or nonopening of a bid not properly addressed and identified, except as otherwise provided by law.

4. LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, **will not be accepted**. These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

5. BIDS BY FAX

Bids must be submitted on the original forms provided by the Village completely intact as issued. Facsimile machine transmitted bids **will not be accepted**, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.

6. ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

7. WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

8. CONSIDERATION OF BID

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

9. PRICES

Unit prices shall be shown for each unit on which there is a bid, and shall include all equipment fuel charges, packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

10. AWARD OR REJECTION

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE VILLAGE TO BE INCLUDED.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

11. PAYMENT

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village agent, and Bidder's compliance with all stipulations relating to the bid/contract.

12. REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; b) carry insurance acceptable to the Village, covering public liability, property damage and workmen's compensation.

13. COMPLIANCE WITH ALL LAWS

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

14. CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

15. NOTICES

All notices required by the contract shall be given in writing.

16. NONASSIGNABILITY

The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager or his authorized agent. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

17. INDEMNITY

The Contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

19. REQUIRED INSURANCE

In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverages:

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	1,000,000	3,000,000
Contractual Insurance- Broad Form	1,000,000	3,000,000
AUTOMOBILE LIABILITY		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	1,000,000	1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION &
OCCUPATIONAL DISEASES:
Employers Liability Coverage:

Statutory for Illinois
\$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of proof of insurance coverages.

The bidder further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors or his employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

20. BID PERFORMANCE DEPOSIT

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required it must accompany the bid. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

21. ACCEPTANCE

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

22. DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. fails to make progress so as to endanger performance of the contract, or
- c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

23. SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirement shall take precedence.

24. PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

25. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

26. MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

27. BIDDER'S QUALIFICATIONS

All bidders must submit the following information on or before the time at which the Proposal is required to be submitted:

1. The location and description of the Bidder's permanent place of business.
2. Evidence of ability to provide an efficient and adequate plant for executing the work including a list of equipment necessary to perform the work in a proper, safe and professional manner.
3. List of similar projects carried out by the Bidder.
4. List of projects the Bidder presently has under contract.
5. Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

28. BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification form (copy included in document) certifying that bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding Bid Rigging/Rotating.

Illinois State Law Article 33E-3 and 33E-4 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that he bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. IT IS NECESSARY THAT THIS BE DONE UNDER OATH; THEREFORE, THE FORM INCLUDED WITH BID SUBMITTAL SHEETS MUST BE NOTARIZED.

29. DEVIATIONS

Unless denoted "No Substitution", the Villages minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified! Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

LANDSCAPE MAINTENANCE SERVICES
A- LOCATIONS – VILLAGE SITES
B- STATE/COUNTY RIGHTS-OF-WAYS
2021-2023 SEASON
SPECIFICATIONS

INTENT

Within this section the bid locations to receive landscape maintenance shall be listed and the scope of service to be provided at all locations shall be specified. Maps for each of the bid sites are located at the end of this section.

A- Locations – Villages Sites	
BID LOCATIONS BY REFERENCE NUMBER	APPROXIMATE SITE SIZE (ACRES)
Weekly Maintenance Required	
A1) Police Department, 411 W. Higgins Rd	5.20
A2) Village Hall, 1900 Hassell Rd	19.70
A3) Fire Station #21, 225 Flagstaff Ln	.24
A4) Fire Station #22, 1700 Moon Lake Blvd	.94
A5) Fire Station #23, 1300 Westbury Dr	.71
A6) Fire Station #24, 5775 Beacon Pointe Dr	2.10
A7) NOW Arena, 5333 Prairie Stone Pkwy	12.00
A8) Sunderlage Farmhouse, 1775 Volid Dr	1.36
A9) Children’s Adv. Ctr., 640 Illinois Blvd	1.95
A10) Public Works Center, 2305 Pembroke Ave	1.29
A11) Vehicle Maint Facility, 2405 Pembroke Ave	1.11
A12) Huntington Blvd Center Medians	1.24
A13) Arbor Day Park, Sumac Trl @ Downing Dr	4.39

The following scope of services will apply to **ALL** bid locations. Additional services required for individual locations are addressed later within these specifications.

A. General

- 1) All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices.
- 2) Any and all materials shall be applied in accordance with manufacturers' directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- 3) Adequate personnel and equipment shall be provided to permit the timely and professional completion of all operations.
- 4) Landscape debris shall be removed from the site at the end of each work day at no additional cost to the Village.

B. Spring and Fall Clean-ups

- 1) At the commencement and termination of the contract period perform a complete clean-up of all turf areas, planting beds, etc. for litter and debris such as paper, glass, cans, etc., as well as leaves, branches, limbs, and all other debris.
- 2) All mulched or rock/stone covered planting beds shall be cleared of all litter and debris and raked where applicable.
- 3) All dead plant material, litter and debris shall be removed from the site.
- 4) All planting beds and tree bases not mulched and not rock or stone covered shall be cultivated to a depth of not less than 3", and all weeds and grasses removed. (Refer to Plant Bed Cultivation, Item H, and Tree Ring Cultivation, Item I, for spring herbicide application requirements).

B. Routine Clean-up

- 1) **All litter and debris shall be picked up prior to any mowing activity including branches limbs, etc.**
- 2) All culverts and drainage swales shall be kept free of debris and blockages to insure a neat appearance and continuous drainage. No toxic sprays or chemicals shall be used.

C. Disposal

- 1) All debris shall be removed from the Village site and legally disposed by the contractor.

D. Turf Mowing

- 1) Turf shall be mowed each week, height to be varied during periods of stress. Turf generally shall be maintained at a height not to exceed 4" nor less than 3" and should be mowed often enough to avoid removing more than 1/3 of the leaf surface at any one cutting.
 - a) Up-to-date, well maintained turf mowing equipment shall be used to promote an even manicured turf appearance at each mowing completion.
 - b) Mowing direction shall be changed regularly to prevent matting and increase aesthetic value.
 - c) Grass clippings will not need to be picked up provided mowing practices do not create excessive clippings. Should excessive clippings be present they shall be removed from the site. Excessive clippings shall be defined as grass clippings that rest on surface of newly clipped turf mowing forming a mat or bunch.

- d) **Mowing habits shall not permit lawn clippings to be blown onto adjacent property, water bodies, walks, or any other non-lawn areas. If clippings blow or are blown onto those areas they shall be swept or otherwise cleared of clippings on the same day of mowing operation.**
- e) It is the contractor's responsibility to prevent scalping or turf rutting due to excessive mower weight and/or wet ground conditions, or otherwise damaging turf, shrubbery, trees, or other areas with mowing equipment.
- f) Prior to July 4th activities, which will be held at the Sears Centre Site, 5333 Prairie Stone Pkwy, Road site, coordinate all mowing activities with the Village Agent to avoid conflicts with site pre-holiday set-up and post-holiday take down.
- g) At season end, final mowing of all turf to be at a height of two (2) inches to two and one half (2.5) inches.

E. Turf Trimming

- 1) Turf trimming shall occur with every turf mowing.
 - a) Trimming around trees, evergreens, ground covers, fences, enclosures, walls, shrubs, flower beds, structures, and all else where necessary, etc., shall be done using hand or mechanical labor. Use of string line trimmers are allowed, but care must be taken not to damage items of wooden composition when trimming around same.
 - b) **Walkways, driveways, and all other turf areas adjacent to concrete or asphalt finished surfaces shall be edged trimmed with every turf mowing to prevent encroachment of turf onto hardscaped areas.**
 - c) Extra care shall be used to prevent damage to trees, posts, bollards, etc., and damage caused by trimming practices shall be repaired in a manner acceptable to the Village at no additional cost to the Village.
 - d) **Trimming shall also be done in all areas where asphalt pavement and curb meet within vehicle parking and traffic areas to remove curb line vegetation.**
 - e) **Dirt, clippings, or debris from trimming operations shall be cleaned up and removed from the site on the same day as the operation.**

F. Planting Bed Cultivation

- 1) In the spring all planting beds not mulched or stone covered shall be cultivated to a depth of not less than 3" and all grasses and weeds removed.
- 2) Upon spring start-up, all beds shall receive an application of granular pre-emergent herbicide which shall be applied uniformly and in complete conformance to manufacturer's specifications.
 - a) A Village approved granular pre-emergent herbicide shall be delivered to the sites in bags, labeled with the manufacturer's guaranteed analysis.
 - b) Contractor must provide Village Agent with a copy of the MSD sheet for the exact herbicide to be used.
 - c) Contractor must give the Village Agent 48 hours advanced notice of scheduled application date and time (MANDATORY).
 - d) **Contractor is advised that it is the Village's desire to keep beds as weed free and grass free as possible. Cultivation and/or additional chemical applications shall be delivered, as required, to achieve this objective.** No request for additional payment for successive

applications of material or labor that may be required to attain weed and grass free planting beds shall be approved by the Village.

- 3) **All planting beds shall be weeded weekly to control weeds and grasses.**
- 4) All bed edges are to be maintained in a crisp, clean, condition. This may require re-edging at various times throughout the season.

G. Tree Ring Cultivation

- 1) Each individual tree in a turf area shall be cultivated from the edge of its trunk in a circular pattern around its base. Soil material produce during this process shall not be piled on, against or around the trunk of the tree. **At no time shall soil or mulch be placed around the trees, shrubs, etc in a manner that would create a “volcano” type affect.**
- 2) All edges shall be maintained in a crisp, clean, condition. Depth of cut edges shall be 2” to 3”.
- 3) The base of each individual tree having a mulch ring shall be weeded weekly to control weed growth.
- 4) Upon spring start-up, apply a Village approved granular pre-emergent herbicide uniformly, and according to manufacturer’s specifications, in all tree beds prepared for same.
 - a) Contractor must provide Village Agent with a copy of the MSD sheet for the exact herbicide to be used.
 - b) Contractor must give Village Agent 48 hours advanced notice of scheduled application date and time (MANDATORY).
 - c) **Contractor is again advised that it is the Village’s objective to keep beds as weed and grass free as possible. Cultivation, manual weed/grass removal and/or additional chemical applications shall be delivered, as required, to achieve that purpose.** No contractor request for additional fees for successive applications of material or labor that may be required to attain weed/grass control shall be approved by the Village.

H. Mulching

- 1) The replenishment of mulch in beds and tree rings shall not be included within the scope of services and/or bid price per month for maintenance at site locations.
- 2) Should the contractor observe the need for mulch replenishment, the contractor should contact the Village Agent and notify him accordingly.
- 3) The Village does request that the contractor provide VOHE with a written cost quotation for the cost per yard for installation/replenishment of processed hardwood mulch. Quotation should be based on a price per yard installed.
- 4) **Should the contractor be utilized to provide and install hardwood mulch, installation shall be completed in a manner to avoid creating a volcano effect around the base of all trees, shrubs and plant material receiving this treatment. Prior to installation a Village Representative will meet with the contractor to provide information related to the desired result.**

I. Pruning of Deciduous and Evergreen Plant Material

Pruning shall be limited to the following unless noted specifically for individual locations addressed later within scope of services for individual sites.

- 1) All shrubbery, and ground covers shall be trimmed, sheared, and pruned a minimum of two (2) times during the season, and then as often as required to maintain each plant species properly. The work shall be done in order to accomplish the following:
 - Remove dead, diseased, or injured wood
 - Remove suckers at the base of plants and trees
 - Restore plants natural form, symmetry and conformation
 - Eliminate overhang branches which may damage structures or obstruct walkways
 - Strengthen weak crotches and promote growth correction
 - Assist plants in maintaining and improving their growth and health
 - Improve overall appearance of grounds
- 2) Ground covers shall also be trimmed a minimum of two (2) times during the season and then as often as required to maintain neat beds and direct new growth so as to develop uniform density of ground cover planting.
- 3) **No trimming of deciduous trees on any site locations is required by the contractor.**

ADDITIONAL SCOPE OF SERVICES FOR INDIVIDUAL LOCATIONS

In addition to the previously described services, the following maintenance items are required to be addressed by the contractor for the sites designated. Please read and review these requirements carefully.

A1) Police Department, 411 W. Higgins Rd

- a) All landscape maintenance related to standard scope of service applies. Additional special requirements are as follows;

1) Prairie Maintenance

At the beginning of each season, the natural prairie areas on the site shall be mowed down completely one time for the season to a height of 4 inches to help maintain noxious weeds and grasses within the naturalized areas. A controlled burning is not allowed due to the close proximity of adjacent residential dwellings. Weekly mowing of this natural area will consist of the mowing of a strip around the natural areas to allow access and maintain plant growth in the area.

A2) Village Hall, 1900 Hassell Rd

- a) All landscape maintenance related to standard scope of service applies. Additional special requirements are as follows;
- b) **All planting beds shall be weeded weekly to control weeds and grasses. Two (2) areas at this site require special attention for weekly maintenance to insure an aesthetically pleasing result are the planting beds located adjacent to the front entrance, on the north side by the fountain, and the secondary entrance, on the south side by the flag pole.**

A3) Fire Station #21, 225 Flagstaff Ln

- a) All landscape maintenance related to standard scope of service applies. No additional special requirements necessary for this site at this time.

A4) Fire Station #22, 1700 Moon Lake Blvd

- a) All landscape maintenance related to standard scope of service applies. No additional special requirements necessary for this site at this time.

A5) Fire Station #23, 1300 Westbury Dr

- a) All landscape maintenance related to standard scope of service applies. No additional special requirements necessary for this site at this time.

A6) Fire Station #24, 5775 Beacon Pointe Dr

- a) All landscape maintenance related to standard scope of service applies.
- b) All light poles surrounding parking lot area have grounding rods installed behind the poles that possess a grounding wire that connects to the pole. Extreme care needs to be exercised when performing mowing and stringline trimming around these grounding rods to avoid damaging the wire, rod and connection.
- c) Mowing of site bio-swales is required once at the beginning of the season only. Locations of bio-swales will be provided by Village representative.

A7) NOW Arena, 5333 Prairie Stone Pkwy

- a) All landscape maintenance related to standard scope of service applies. Additional special requirements are as follows;
- b) **All planting beds shall be weeded weekly to control weeds and grasses. Areas at this site require special attention for weekly maintenance to insure an aesthetically pleasing result of the planting beds located adjacent to the building.**

1) Prairie Maintenance

At the beginning of each season, the natural prairie areas on the site shall be mowed down completely one time for the season to a height of 4 inches to help maintain noxious weeds and grasses within the naturalized areas. A controlled burning is not allowed due to the close proximity of adjacent residential dwellings. Weekly mowing of this natural area will consist of the mowing of a strip around the natural areas to allow access and maintain plant growth in the area.

A8) Sunderlage Farmhouse, 1775 Volid Dr

- a) All landscape maintenance related to standard scope of service applies. No additional special requirements necessary for this site at this time.**NO SHRUB OR PERENNIAL PRUNING IS TO BE PERFORMED AT THIS SITE.**

<u>B3) Golf Road (Route 58) right-of-way:</u> (<u>south side only</u> from 100 yards west of Apple Street to 100 yards east of Basswood Street	1
<u>B4) Algonquin Road (Route 62) right-of-way and center median:</u> (from just west of Whispering Trails Dr (village limits) to Asbury Lane (village limits)	8
<u>B5) Shoe Factory Road right-of-way and center median:</u> (Essex Drive to just east of Wakefield Drive)	3

BID LOCATIONS B1 Through B5 - SCOPE OF SERVICES – GENERAL REQUIREMENTS

1. The contractor shall provide supervision of each crew at all times while working in the Village. The supervisor must be able to converse in the English language. **All individuals involved in any portion of the operation shall wear a yellow/lime colored reflective safety vest with an ANSI Class 2 Level 2 rating.**
2. The Contractor shall be responsible for maintaining proper traffic control. Contractor is required to comply with all accepted trade standards and safety laws of the Federal, State, local, and Village governments. The current specification of the State of Illinois Department of Transportation’s “Standard Specifications for Road and Bridge Construction” shall apply to this maintenance operation. **Public safety is of utmost importance.**
3. Hours of operation shall be between the hours of 7:00 a.m., and 5:00 p.m., Monday through Friday. Work performed outside of the aforementioned hours requires pre-approval by the Village Agent and notification of same 48 hours prior to requested operation.
4. The Contractor shall be responsible for any and all work that is not acceptable to the Village of Hoffman Estates and shall be responsible for the correction of the unacceptable condition within two days notification at no additional cost to the Village.

ADDITIONAL SCOPE OF SERVICES FOR INDIVIDUAL LOCATIONS

In addition to the previously described services, the following maintenance items are required to be addressed by the contractor for the sites designated. Please read and review these requirements carefully.

B1) Higgins Road (Route 72) right-of-way and center median

- a) All litter and debris shall be picked up prior to any mowing activity and disposed of, off-site, by the contractor, on the day of mowing. All culverts and drainage swales shall be kept free of debris and blockages to insure a neat appearance and continuous drainage. **The contractor should be aware that the amount of highway traffic litter prior to each mowing cycle to be picked up is typical for high volume roads and varies during the season.**

- b) All mowing will be completed in a professional manner as to prevent damage to turf, trees, shrubs, buildings, vehicles, and pedestrians. Locations shall be mowed evenly to a height of 3 to 3.5 inches. Equipment utilized to conduct mowing operations shall consist of non-flail type to permit a smooth, even, and consistent cut. Mowing is to be completed in a neat, orderly and safe manner to prevent grass clippings and debris from being blown onto the roadway or sidewalks adjacent to the area being mowed. Grass clipping may remain on site as long as they are evenly distributed upon the finished cut turf.
- c) All plant material growing next to sign posts, fences, light poles, guard rails, traffic signals, along curb lines etc., which cannot be cut with regular mowing equipment, shall be neatly trimmed with proper string or power line trimming equipment at the time of mowing. The operation shall be performed in a manner that prevents any damage to all adjacent desirable vegetation growth and structures.

B2) Golf Road (Route 58) right-of-way and center median

B3) Golf Road (Route 58) right-of-way

- a) All litter and debris shall be picked up prior to any mowing activity and disposed of, off-site, by the contractor, on the day of mowing. **At the beginning of each season all sites shall have any downed branches and limbs picked up and removed.** All culverts and drainage swales shall be kept free of debris and blockages to insure a neat appearance and continuous drainage. The contractor should be aware that the amount of highway traffic litter prior to each mowing cycle to be picked up is typical for high volume roads and varies during the season.
- b) All mowing will be completed in a professional manner as to prevent damage to turf, trees, shrubs, buildings, vehicles, and pedestrians. Locations shall be mowed evenly to a height of 3 to 3.5 inches. Equipment utilized to conduct mowing operations shall consist of non-flail type to permit a smooth, even, and consistent cut. Mowing operations occurring at roadway intersections shall include the mowing of the perpendicular rights-of-way to a distance of 25' in order to prevent site obstructions. Mowing is to be completed in a neat, orderly and safe manner to prevent grass clippings and debris from being blown onto the roadway or sidewalks adjacent to the area being mowed. Grass clipping may remain on site as long as they are evenly distributed upon the finished cut turf.
- c) All plant material growing next to sign posts, fences, light poles, guard rails, traffic signals, along curb lines etc., which cannot be cut with regular mowing equipment, shall be neatly trimmed with proper string or power line trimming equipment at the time of mowing. The operation shall be performed in a manner that prevents any damage to all adjacent desirable vegetation growth and structures.

B4) Route 62 right-of-way and center median

- a) All litter and debris shall be picked up prior to any mowing activity and disposed of, off-site, by the contractor, on the day of mowing. **At the beginning of each season all sites shall have any downed branches and limbs picked up and removed.** All culverts and drainage swales shall be kept free of debris and blockages to insure a neat appearance and continuous drainage. The contractor should be aware that the amount of highway traffic litter prior to each mowing cycle to be picked up is typical for high volume roads and varies during the season.

- a) All mowing will be completed in a professional manner as to prevent damage to turf, trees, shrubs, buildings, vehicles, and pedestrians. Locations shall be mowed evenly to a height of 3 to 3.5 inches. Equipment utilized to conduct mowing operations shall consist of non-flail type to permit a smooth, even, and consistent cut. Mowing operations occurring at roadway intersections shall include the mowing of the perpendicular rights-of-way to a distance of 25' in order to prevent site obstructions. Mowing is to be completed in a neat, orderly and safe manner to prevent grass clippings from being blown onto the roadway or sidewalks adjacent to the area being mowed. Grass clipping may remain on site as long as they are evenly distributed upon the finished cut turf.
- b) All plant material growing next to sign posts, fences, light poles, guard rails, traffic signals, along curb lines etc., which cannot be cut with regular mowing equipment shall be neatly trimmed with proper string or power line trimming equipment at the time of mowing. Operation shall be performed in a manner that prevents any damage to all adjacent desirable vegetation growth and structures.

c) **Planting beds/areas located at the following locations on RT 62 Algonquin Rd,**

North side – Ela Road east to Ashbury Lane shall be maintained to control growth of weeds, unwanted grasses and all other undesirable plant growth as part of each mowing cycle. This maintenance shall be completed via use of hand pulling or cultivator type tool. The use of string-line type trimming devices is permitted for use in accomplishing this maintenance only for areas where damage to adjacent desirable vegetation can be avoided.

- a. **Maintenance of planting beds/areas shall consist of the removal of all weeds, grasses, tree sprouts, and undesirable plants growing within shrub, groundcover and perennial plant areas as part of each mowing cycle.**
- b. **Ornamental grasses shall be cut back to 4" to 6" at the beginning of each spring maintenance season.**
- c. **Ground covers shall also be trimmed a minimum of two (2) times during the contract season and then as often as required to maintain neat beds and direct new growth so as to develop uniform density of ground cover planting.**
- d. **No trimming of deciduous trees or shrubs on these two (2) sites is required by the contractor.**

B5) Shoe Factory Rd right-of-way and center median

- a) All litter and debris shall be picked up prior to any mowing activity and disposed of, off-site, by the contractor, on the day of mowing. **At the beginning of each season all sites shall have any downed branches and limbs picked up removed** All culverts and drainage swales shall be kept free of debris and blockages to insure a neat appearance and continuous drainage. The contractor should be aware that the amount of highway traffic litter prior to each mowing cycle to be picked up is typical for high volume roads and varies during the season.

- a) All mowing will be completed in a professional manner as to prevent damage to turf, trees, shrubs, buildings, vehicles, and pedestrians. Locations shall be mowed evenly to a height of 3 to 3.5 inches. Equipment utilized to conduct mowing operations shall consist of non-flail type to permit a smooth, even, and consistent cut. Mowing is to be completed in a neat, orderly and safe manner to prevent grass clippings from being blown onto the roadway or sidewalks adjacent to the area being mowed. Grass clippings, which are a result of the Moon Lake Boulevard center median mowing, must be collected, each mowing, and legally disposed of offsite. All other site(s) grass clipping may remain, evenly distributed, upon the finished cut turf.
- b) All plant material growing next to sign posts, fences, light poles, guard rails, traffic signals, along curb lines etc., which cannot be cut with regular mowing equipment, shall be neatly trimmed with proper string or power line trimming equipment at the time of mowing. Operation shall be performed in a manner that prevents any damage to all adjacent desirable vegetation growth and structures.
- c) **Center median planting beds on Shoe Factory Road shall be maintained to control growth of weeds, unwanted grasses and all other undesirable plant growth for each mowing cycle. This maintenance shall be completed via use of hand pulling or cultivator type tool. The use of string-line type trimming devices is permitted for use in accomplishing this maintenance only for areas where damage to adjacent desirable vegetation can be avoided.**
- a) **All shrubbery, and ground covers shall be trimmed, sheared, and pruned a minimum of two (2) times during the season, and then as often as required to maintain each plant species properly. The work shall be done in order to accomplish the following:**
- **Remove dead, diseased, or injured wood**
 - **Remove suckers at the base of plants and trees**
 - **Restore plants natural form, symmetry and conformation**
 - **Eliminate overhang branches which may damage structures or obstruct vehicles and pedestrians.**
 - **Improve overall appearance of planting site.**
 - i. **Ornamental grasses shall be cut back at the beginning of each maintenance season to a height of 4" to 6".**
 - ii. **Ground covers shall also be trimmed a minimum of two (2) times during the season and then as often as required to maintain neat beds and direct new growth so as to develop uniform density of ground cover planting.**
 - iii. **No trimming of deciduous trees on this site is required by the contractor.**

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

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(720 ILCS 5/Art. 33E heading)

ARTICLE 33E. PUBLIC CONTRACTS

(720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1)

Sec. 33E-1. Interference with public contracting. It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services and construction paid for by public monies is decreased when contracts for such goods, services or construction are obtained by any means other than through independent noncollusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria publicly announced in advance.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

Sec. 33E-2. Definitions. In this Act:

(a) "Public contract" means any contract for goods, services or construction let to any person with or without bid by any unit of State or local government.

(b) "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.

(c) "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.

(d) "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.

(e) "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.

(f) "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect

to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.

(g) "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(h) "Prime contractor" means any person who has entered into a public contract.

(i) "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.

(i-5) "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.

(j) "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.

(k) "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

(l) "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.
(Source: P.A. 100-391, eff. 8-25-17.)

(720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the

corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.)

(720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.)

(720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

Sec. 33E-5. Acquisition or disclosure of bidding information by public official. (a) Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.

(b) Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.

(c) It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is

also made generally available to the public.

(d) This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.)

(720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

Sec. 33E-6. Interference with contract submission and award by public official.

(a) Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.

(b) Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offeror that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.

(c) It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.

(d) Any bidder or offeror who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.

(e) Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.

(f) It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.)

(720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

Sec. 33E-7. Kickbacks. (a) A person violates this Section

when he knowingly either:

(1) provides, attempts to provide or offers to provide any kickback;

(2) solicits, accepts or attempts to accept any kickback;
or

(3) includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.

(b) Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.

(c) A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.

(d) Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

Sec. 33E-8. Bribery of inspector employed by contractor.

(a) A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.

(b) Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-9. Change orders. Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more.
(Source: P.A. 86-150; 87-618.)

(720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

Sec. 33E-10. Rules of evidence. (a) The certified bid is prima facie evidence of the bid.

(b) It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

Sec. 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-12. It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable

alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid.

(Source: P.A. 86-150.)

(720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

Sec. 33E-13. Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article.

(Source: P.A. 87-855.)

(720 ILCS 5/33E-14)

Sec. 33E-14. False statements on vendor applications.

(a) A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.

(b) Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.)

(720 ILCS 5/33E-15)

Sec. 33E-15. False entries.

(a) An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.

(b) Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-16)

Sec. 33E-16. Misapplication of funds.

(a) An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.

(b) Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-17)

Sec. 33E-17. Unlawful participation. Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony.

(Source: P.A. 90-800, eff. 1-1-99.)

(720 ILCS 5/33E-18)

Sec. 33E-18. Unlawful stringing of bids.

(a) A person commits unlawful stringing of bids when he or she, with the intent to evade the bidding requirements of any unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.

(b) Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.)

SPECIAL PROVISIONS

All Inclusive Bid Sum

The bid sum shall include everything specified and/or otherwise required in order to complete the project in its entirety. Sum of base bid and both alternates as listed in the scope of work are required to receive consideration. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

Bid Security Deposit Requirements

Cashier's/Certified Check or Bid Bond in the amount of \$1000 is required to be included with bid submission.

Mandatory Site Visit

Vendors interested in tendering a bid are required to schedule a site visit with a Village representative. The scheduled site visit **MUST** be completed by 1:00pm Friday, March 5, 2021. This site visit **IS REQUIRED** in order to submit a bid proposal and is to ensure contractor comprehension of the maintenance that is required. The tour can take up to 4 hours and not all sites will be visited but contractors will be provided site maps for their use in visiting all sites which they are encouraged to do prior to submitting a proposal. **NO ADDITIONAL DATES WILL BE SCHEDULED FOR OTHER TOURS.**

Manpower & Equipment

Vendors submitting a bid must possess and provide the Village with a list of the equipment and manpower necessary to maintain the weekly/biweekly schedules within these specifications. **NO EXCEPTIONS!**

Awarding of Bid

As the Village is seeking bids for an additional like service for other Village maintained properties, the Village reserves the right to limit the awarding of one contract per vendor if we feel it would be in our best interest and insure the swift and proper completion of the activity being performed.

**Site #A1 Police Department
411 W. Higgins Rd (RT 72)**



Printed Date: 5/19/2015

Site #A2 Village Hall 1900 Hassell Rd



Date: 12/2/2014

Site #A3 Fire Station 21 225 Flagstaff



Site #A4 Fire Station 22 1700 Moon Lake Blvd



Date 12/2/2014

Site #A5 Fire Station 23 1300 Westbury Dr



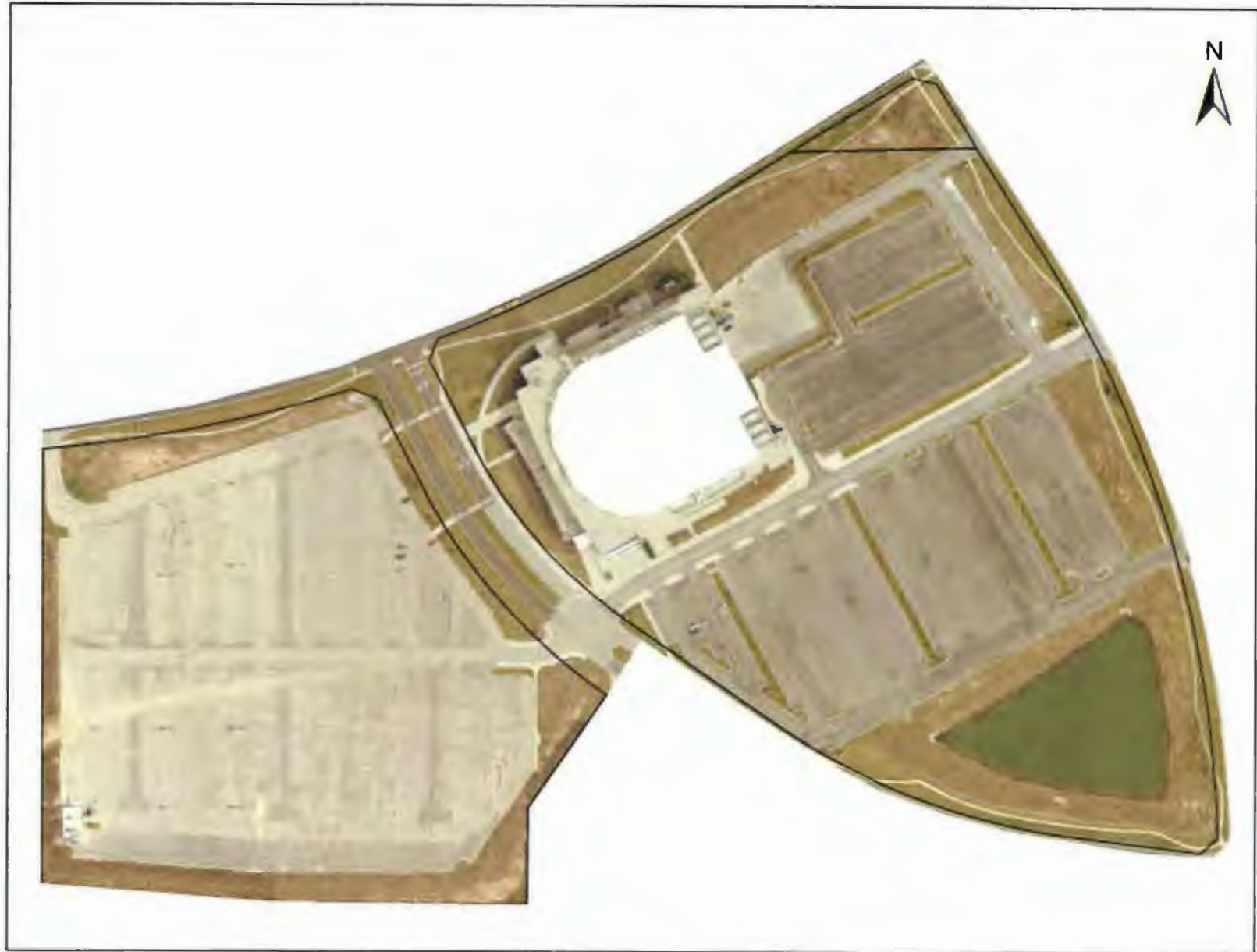
Date: 12/2/2014

Site #A6 Fire Station 24 5775 Beacon Pointe Dr



Date: 12/2/2014

**Site #A7 NOW Arena
5333 Prairie Stone Parkway**



**Site #A8 Sunderlage Farmhouse
1775 Volid Dr**



**Site #A9 Children's Advocacy Center
640 Illinois Blvd**



**Site #A10 Public Works Center
2305 Pembroke Ave**



Site #A11 Vehicle Maintenance Facility 2405 Pembroke Ave



Date 12/2/2014

Site #A12 Huntington Blvd Center Medians

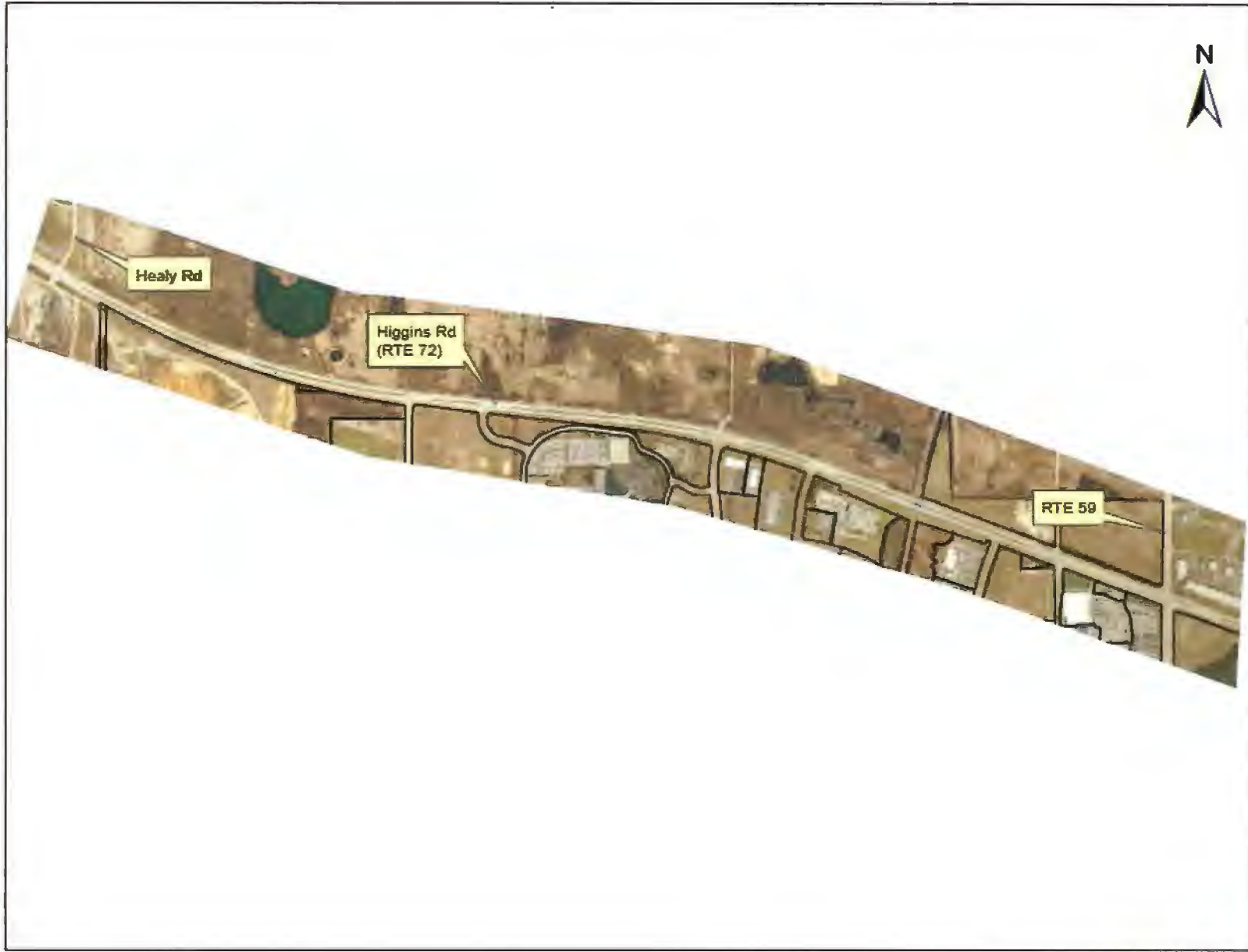


Site #A13 Arbor Day Park Sumac Trl @ Downing Dr

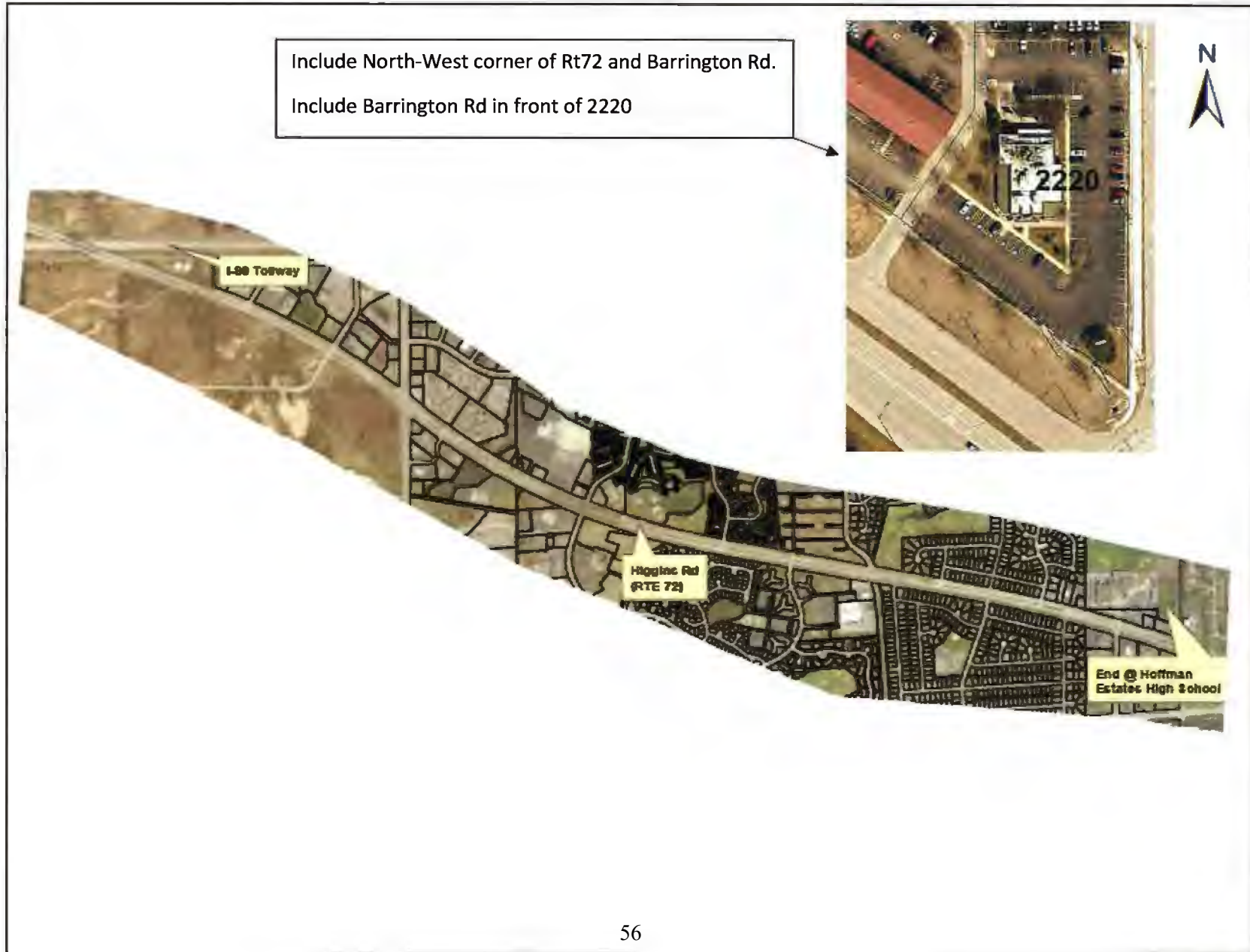


Date: 12/2/2014

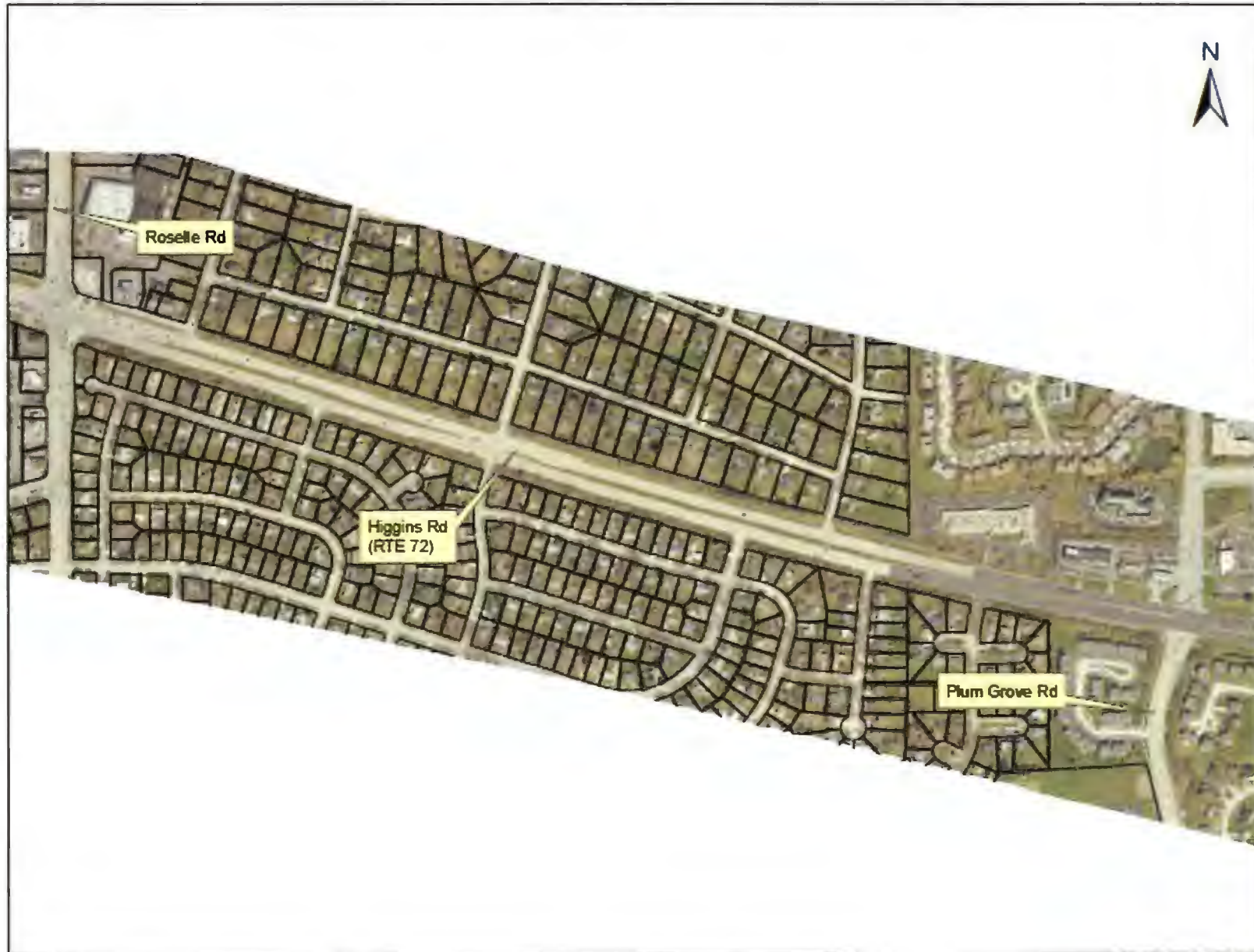
**Site #B1 (RT 72) page 1 of 3
Healy Rd to Plum Grove Rd
(Healy Rd to RT 59)**



Site #B1 (RT 72) page 2 of 3 Healy Rd to Plum Grove Rd (I-90 to Hoffman Estates High School)



Site #B1 (RT 72) page 3 of 3
Healy Rd to Plum Grove Rd
(Roselle Rd to Plum Grove Rd)



Site #B2 Golf Rd Gannon Dr to Moon Lake Blvd



Site #B3 Golf Rd Apple St to Basswood St



Site #B4 RT 62 Forest Way to Ashbury Ln



Site #B5 Shoefactory Rd Essex Dr to Wakefield Dr

