

PROPOSAL FORM

LANDSCAPE MAINTENANCE PROGRAM
for the
VILLAGE OF SOUTH HOLLAND, ILLINOIS

TO THE OWNER, Village of South Holland, IL

1. PROPOSAL OF:

Name: _____

Address: _____

City, State: _____

Phone: _____ FAX: _____

E-Mail Address: _____

2. BASE BID:

The undersigned having become familiar with the local conditions affecting the cost of furnishing the: **Landscaping Maintenance Program** for the Village of South Holland, Illinois, hereby proposes to keep the landscape healthy, clean, safe and attractive through November 30, 2015.

All work specified as itemized on the Bid Price Sheets for the

**Village of South Holland – Landscape Maintenance Program for the LUMP SUM
PRICE OF** _____

Dollars (\$ _____ **)**

3. The Contractor hereby offers and proposes to design, and furnish all materials, as well as all equipment, labor, transportation, and services necessary to completely finish and install the work set forth herein and for which a bid submitted, in full compliance with the project conditions and in strict accordance with the provisions of this proposal for prices named in the attached bid price sheet.
4. In submitting this bid, it is understood that the Village of South Holland, Illinois reserves the right to reject any or all Bids, to waive any and all technicalities or irregularities in a bid, and to accept a bid which, in the judgment of the Village after obtaining advice from the Review Committee or legal counsel, is in the best interest of the Village. The Contractor proposes and agrees to execute and deliver the contract in the prescribed form.

5. In submitting this proposal the Contractor declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.

6. SUBCONTRACTORS:

The Contractor hereby states the following items of work will not be performed by his/her own organization. The following lists work items and the names and addresses of the subcontractors who will perform the work:

WORK DESCRIPTION	SUBCONTRACTOR (Name & Address)
_____	_____
_____	_____
_____	_____

7. The Contractor further declares that he/she has carefully examined the instructions to bidders, proposal form, form of contract and contract bond, and any special provisions (if any), and that he/she has inspected in detail the site(s) of the proposed work and he/she has become familiarized with all of the local conditions affecting the contract and the detailed requirements of the construction, and understands that in making this proposal he/she waives all rights to plead any misunderstanding regarding the same.

8. The Contractor further understands and agrees that if this proposal is accepted, he/she is to furnish and provide all materials, necessary equipment, tools, apparatus and other means of construction to do all of the work in the manner and at the times herein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.

9. Schedule Dates:

a. Spring Clean Up:

Clean up all areas to remove debris (paper, bottles, dead grass, leaves, fallen branches, etc.) resulting from the fall winter seasons, including removal of any annual or dead perennial plant material, leaving the area in a neat and orderly condition. Clean up also includes pick up of all paved areas immediately surrounding the Village's property including sidewalks. A complete inspection of all plant material and turf grass shall be conducted and a brief report given to the Village. Clean up shall be completed prior to the growing season, and all work completed no later than May 15. Price shall include disposal of all debris.

b. Mulching: (All Areas Currently Mulched)

Pick up, delivery and installation of 100% Hardwood Mulch. Mulch shall be installed approximately 2 inches thick and shall be properly placed in areas where applicable. Mulched beds shall be weed free prior to installation of mulch. Areas shall appear neat and free of debris prior to departing each location.

c. Summer Clean Up:

Services shall include weeding all areas and tree rings, spade edging, trimming bushes, and trimming all low hanging tree branches and disposal of all debris. Upon completion all areas shall appear well-manicured. Work shall be completed by August 14.

d. Fall Clean Up:

Services shall include general clean up, including trimming bushes, the removal of annuals, leaves, tree branches, debris, etc. Upon completion all areas shall appear dormant and ready for the winter season. Work shall be completed by November 13.

10. Regular Monthly Maintenance:

Service to include weeding areas two to three times per month or as required, edge areas and sidewalks, and spot spray weeds in turf areas as needed. Area shall appear neat and well-manicured prior to departing, including pick up of any litter and debris. Service to include disposal of all waste generated at site.

11. Regular Weekly Maintenance:

The Village is requesting weekly grass cutting services at the Village Hall Municipal Complex (including the South Holland Library), and the new Police Station. The location shall be mowed once a week. Services include grass cutting, weed whipping, pavement blowing, mechanical edging as needed, and fertilizer, weed & grub control (as described in section 28A). All grass clippings to be mulched in place.

12. The Contractor is to submit to the Director of Public Works, or his designee, a monthly summary of all work performed during the prior month, as well as any problems incurred, solutions provided recommendations and new or outstanding issues that may be of relevance to the operation.

13. The Contractor shall not be liable for any loss or delay due to inclement weather, civil or military authority, animals, labor strikes, or acts of God.

14. The Contractor shall be responsible for thoroughly cleaning up any and all areas affected by his work. All debris and landscape related materials shall be completely removed from sidewalks, driveways and roadways. All parkways must be left neat. If the area has not been cleaned properly, Public Works will use any equipment deemed necessary to clean the area, costs reimbursable by the Contractor to the Village.

15. The Contractor shall be responsible for satisfactory removal and disposal of all waste material, stone, dirt, or debris generated in the course of the work. As well as any litter found in the area.

16. Work Zone safety shall be practiced and maintained at all times until the project work is completely finished. Landscaping work is situated in areas traveled by motorists and pedestrians. The landscape maintenance in this contract will be encountered by motorists, pedestrians, bicyclists. For this reason, the Contractor must anticipate this and accommodate them. Contractor is responsible for any necessary traffic detours, with 48 hours advance notice to the Village. Any potential hazards to the general public due to materials, equipment, obstructions, tripping hazards,

drop-offs or any hazardous aspects of the work must be remedied or properly protected and barricaded.

17. In providing the services under the contract, the Contractor shall:

- a. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional landscapers.
- b. Require all employees to wear professional attire and personal protection equipment during the time they are on Village property.
- c. Supply an adequate number of trained and fully insured personnel to perform all work.
- d. Require one employee on a crew to understand all verbal and written instructions in English issued by the Director of Public Works or his designee.
- e. Remove all rubbish, debris and waste from the location(s), resulting from the work performed, in an orderly and safe manner and legally dispose of same.
- f. Provide evidence of all licenses and permits that may be required for all maintenance service contract activities.
- g. Require all personnel to report any hazardous or out of the ordinary conditions, as well as any vandalism, theft, deterioration, graffiti, damage, spills, evidence of rodent or animal infestation, unusual activity or the like, that may affect the operation and/or safety on Village properties to the Director of Public Works or his designee. Any item in need of repair or replacement shall be reported on the same day it is observed.
- h. Provide all consumable supplies, fertilizers, chemicals, equipment, tools, materials, containers, transportation, insurance, and labor required to fulfill the contract and ensuring the health, vitality and appearance of plants and lawns.

18. Contractor is responsible for providing all the materials, labor and equipment necessary to remove and replace damaged areas that was caused by the Contractor. The Village will not provide a dumpsite for materials. Ruts caused by Contractor equipment or vehicles must be restored to its original state within 5 business days. Seed is acceptable for areas smaller one square foot.

19. Plant material that is damaged by maintenance operations shall be replaced at the appropriate planting time with plant material of the same species and size at the Contractor's expense.

20. The Contractor further agrees to execute a contract for this work and present the same to the Owner within ten (10) days after the date of notice of the award of the contract.

21. Upon execution of the contract, the Village will schedule a meeting with the person responsible for managing the work for the Contractor. The Contractor shall submit the progress schedule on or before this meeting. On or before this meeting, the Contractor and Director of Public Works, or his designee, shall review the exact locations for work to be performed, and inspect the work

sites to determine the existing conditions. The Contractor shall also submit a list of twenty-four (24) hour a day and emergency contact person(s) with phone numbers.

22. Before starting any digging, the Contractor shall contact JULIE for location of any and all utilities (if necessary). The toll free number is 800-892-0123. The Contractor is responsible for notification and coordination with JULIE for location of utilities before and throughout the length of the contract.
23. The Contractor further agrees that he/she and his/her surety will execute and present within ten (10) days after the date of notice of award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
24. The Contractor further agrees to begin work not later than seven (7) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The Contractor agrees to complete the work NO LATER THAN THE COMPLETION DATE SCHEDULE, FOR THE WORK CONTAINED IN THIS CONTRACT, after the date of the execution of the contract by both parties, unless additional time shall be granted by the Owner. In case of failure to complete the work within the times named herein or within such extra time as may have been allowed by extensions, the Contractor agrees that the Owner shall withhold from such sums as may be due him/her under the terms of the contract, which cost shall be considered and treated not as a penalty, but as damages due to the Owner from the Contractor by reason of added consultant costs and other items which have caused an expenditure of public funds resulting from the failure of the Contractor to complete the work within the time specified in the contract.
25. At any time during the term of the contract when the successful bidder has shown good faith and performance, the Village may extend this contract under the same terms and conditions as the original contract with the approval of both parties. The Village shall notify the Contractor in writing of its intentions to exercise this option. The Contractor, however, shall have the privilege of rejecting an extension of the contract period. Such rejection shall be made in writing to the Village, at least forty-five (45) days prior to the expiration of the Contract period and shall state his/her willingness to continue under the same terms and conditions.
26. The Contractor certifies that it is not barred from bidding on this contract as a result of a conviction for violation of State laws prohibiting bid-rigging or bid-rotating.
27. The Contractor who is awarded the Bid shall be licensed to work within the Village of South Holland. Contact the Village for information.

28. ADDITIONAL BID SPECIFICATIONS

- A. Granular fertilizer, weed control and grub control (applications at the Village Hall Municipal Complex, including the South Holland Library and the new Police Station):
 1. Early Spring – granular fertilize, apply crab grass preventer and broad leaf weed control.
 2. Late Spring – granular fertilize and broad leaf weed control.

3. Summer – granular fertilize, apply weed control and treat for surface active insects, if necessary.
 - a. Grub Control – a quality insecticide for root feeding insects such as chinch bugs, grubs, sod webworm, etc. This shall be applied in late August or September when insects are actively feeding. Application will be made only to areas with insect infestation and at the request of the Director of Public Works or his designee.
4. Early Fall – granular fertilize, apply broadleaf weed control.

B. Planting Bed Maintenance

1. Trees, Shrubs, and Evergreens

- a. A surface application of granular fertilizer will be made to all tree rings, planting beds and shrubs during early Spring cleanup.
- b. All mulched areas, including tree rings, shall receive a quality ornamental weed control which will include a post emergence to kill all existing weeds and a pre-emergent to deter growth of weed seed.
- c. All mulched areas shall be tilled to present a neat appearance throughout the growing season. All mulched areas shall be refreshed with new, high quality mulching.
- d. All tree rings and planting beds not mulched shall be turned, edged, and raked at each visit to maintain a manicured appearance. (Spring & Summer)
- e. All trees, shrubs and evergreens shall be trimmed as part of summer clean up to remove dead or damaged branches and develop the natural form of the plant and to create the effect intended by the landscape architect.
- f. All debris, leaves and weeds shall be removed.

C. Ground Cover and Flower Beds

1. Ground cover beds shall be trimmed and edged each visit, as needed.
29. The successful bidder shall endeavor at all times to maintain good public relations.
30. The Village of South Holland shall make payments, as the work is approved by the Village, within thirty (30) days after receipt of approved invoices.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of the work covered by this Bid Document to warrant submitting a Proposal for this work? _____

2. Do you have sufficient equipment to perform this work? _____ If so, list major items: _____

Also list all equipment to be rented: _____

3. Give Bank reference: _____
Address: _____

4. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? _____

a) If so, where? _____
b) For what reason? _____

5. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? _____

6. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? _____

7. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? _____

CERTIFICATE OF ELIGIBILITY TO BID

_____ (contractor), pursuant to Section 33E-11 of the Illinois Criminal code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offence of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the office of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961 as amended.

(Name of Contractor)

Date: _____
(Title)

By: _____

(If an individual)

Signature of Bidder _____ (SEAL)

Business Address _____

(If a co-partnership)

Firm Name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses of
All Members
of the Firm

(If a corporation)

Corporate Name _____

Signed by _____
(President)

Business Address _____

(Corporate Seal)

Insert President _____

Names of

Officers Secretary _____

Treasurer _____

Attest _____
(Secretary)

Phone Number _____

BID PRICE SHEET

For the Village of South Holland Landscape Maintenance Program, Contractor shall visit each site to become familiar with the size and scope of work to be completed. Contractor shall provide services for the care of grass, trees, shrubs, ground cover, annual and perennials in all designated areas, including trimming, cutting, weed control and fertilizing as needed.

Price shall include the removal and disposal of all materials, including at the end of the fall season for winterization.

At no time should the turf appear long or in need of mowing nor should the other areas have weeds. All weed control must be approved by the Director of Public Works or his designee.

Bid prices shall include all equipment, materials and labor to furnish and install the items stated above for the following locations:

TRAFFIC ISLANDS

<u>Qty</u>	<u>Location</u>	<u>Total Cost</u>
4	Route 6 – 170 th & Cottage Grove	_____
1	161 st Place & Wausau Ave.	_____
1	166 th & Cottage Grove Ave. (Freedom Circle)	_____

OTHER AREAS

<u>Qty</u>	<u>Location</u>	<u>Total Cost</u>
1	Village Hall Municipal Complex	_____
1	Community Center	_____
1	New Police Station (16330 South Park Ave.)	_____
1	Route 6 & South Park Ave. (Northeast Corner)	_____

TOTAL LUMP SUM PRICE..... _____

CERTIFICATE OF UNDERSTANDING
REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNERS: Village of South Holland

PROJECT DESCRIPTION: Landscape Maintenance Program

THIS IS TO CERTIFY THAT I, _____, President/Principal/Partner of _____
(hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the Village of South Holland, the Landscape Architect, the Ives/Ryan Group, Inc., and any and all other entities so named in said "Insurance Requirements" section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owners and/or Landscape Architect and Engineer relating to the subject project.

Dated this _____ day of _____, 2015.

CONTRACTOR'S NAME: _____

ADDRESS: _____

WITNESS:

SIGNED BY: _____
(President/Principal/Partner)

BY: _____

(SECRETARY/NOTARY)

(Typed/Printed Name)

(S E A L)

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-41.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due to the State of Illinois Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: _____

Contractor: _____

By: _____
(Signature)

Title: _____

STATE OF ILLINOIS)
COUNTY OF _____)

- SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug status conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) the dangers of drug use in the workplace;
- 2) the Contractor's policy of maintaining a drug-free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance program; and
- 4) the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (Continued)

- D. Notifying the contracting agency within 10 days after receiving notice under (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 5805.
- F. Assisting employees in selecting a course of action in the event during counseling treatment, rehabilitation is required, and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 5806.

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS)
COUNTY OF _____)

- SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION

("Contractor"), having submitted a bid/proposal for _____ to the _____
_____ hereby certifies that said Contractor has a
written sexual harassment policy in full compliance with 775 ILCS 5/2-105(A) (4).

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS)
COUNTY OF _____)

- SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that _____
_____ (Name of Signatory) appeared before me this day in person and, being first duly sworn
on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)