



REQUESTS FOR BIDS

MOWING AND LANDSCAPE MAINTENANCE
OF VILLAGE PROPERTIES

LEGAL NOTICE
INVITATION TO BID
TO PROVIDE MOWING AND LANDSCAPE MAINTENANCE
OF VILLAGE PROPERTIES

Sealed bids for Mowing and Landscape Maintenance of Village Properties will be received at the address listed below until Tuesday, April 7, 2015 at 10:00 a.m. Bids will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Tuesday, April 7, 2015 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for Mowing and Landscape Maintenance of Village Properties
Attention: Tina Touchette
Village Clerk
100 Parkers Mill
Oswego IL 60543

Proposal packets are available online at <http://www.oswegoil.org> or at the Oswego Village Hall, 100 Parker's Mill, Oswego, Illinois, 60543.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the bid and made payable to the client address Village of Oswego, Public Works Department, 100 Parker's Mill, Oswego IL. 60543. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and checking the bids.

This contract is not subject to payment of Prevailing Wages. Each contractor is to submit their bid as indicated in the Specifications.

Emailed or faxed bids will not be accepted.

The Village reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal or contract.

An Optional Meeting will take place at 10:00 a.m. on Tuesday, March 31, 2015 at the Public Works Facility, 100 Theodore Drive, Oswego IL. At this time maps will be provided and questions answered.

SPECIFICATIONS

Mowing and Landscape Maintenance of Village Properties

DEFINITIONS:

The Term “Village” whenever used in the contract documents shall be construed to mean the Village of Oswego.

I. Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

II. Insurance Requirements:

The Contractor will be required to meet the Village of Oswego insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Village of Oswego an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Workmen’s Compensation Insurance:	All Liability imposed Workmen’s Compensation stature
Employer’s Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damaged to the following Limits	

III. Optional Meeting:

An optional meeting will take place on Tuesday, March 31, 2015 at 10:00 a.m. All interested vendors will meet at the Public Works Facility at 100 Theodore Drive. For further questions, contact the Public Works office at 630-554-3242.

Contact with Village Employees. In order to ensure fair and objective evaluation, all questions related to this RFP, must be submitted in writing to Russ Garcia: rgarcia@oswegoil.org no later than 12:01 PM local time on Friday, April 3, 2015. Answers to all questions will be posted on the Village’s website for all to review. Contact with any other Village employee is expressly prohibited without prior consent of the persons so named herein. Vendors directly contacting Village employees will risk elimination of their proposal from further consideration.

IV. Equipment List:

All bidders must provide a list of equipment they will use to complete the project. The Village reserves the right to determine the capability of the equipment and to reserve acceptance or terminate the Contract due to improper or deficient equipment. The Village may conduct a visit to the Contractor's business facility to inspect all equipment that will be used to complete the project.

V. Scope of Work:

- A. Contractor shall perform the maintenance, furnish all labor, equipment, and supplies for the mowing, string trimming, cleanup, and plant bed maintenance services for the Village properties, (see map) for the period commencing approximately May 15, 2015 and approximately April 15 in each successive year. Work shall continue through December 1 of each year, subject to conditions.
 1. This work includes any and all spring, fall and winterization maintenance and care. The Contractor shall accomplish all lawn maintenance required under the contract during the hours allowed by the Village code which are 7:00 A.M. to 5:00 P.M. Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturday excluding observed holidays. Holidays shall be the legal holidays of New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day. The Public Works Department may grant, on an individual basis, permission to perform contract maintenance at other hours. All work shall be completed in a continuous manner, whereby the mowing, edging, trimming, etc., be completed before leaving the job site.
- B. Contractor must notify Village representative of their work schedule, to allow for inspection of maintenance work as needed.
- C. Prior to any mowing, remove litter from all sites. At no time shall any litter be mowed over.
- D. FINE CUT MOWING – All lawn areas shall be mowed every week, throughout the growing season, unless otherwise directed by a Village representative. Village Hall will be mowed on Mondays, unless otherwise directed by a Village representative. Areas to be mowed will be maintained at a height of two and half inches (2½"). Grass will be cut weekly or when it is one inch (1") higher than the specified height. Grass next to light poles, trees, any permanent objects etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All grass clippings and debris, shall be removed from the sidewalks, parking lots, and streets etc. at the time cutting takes place.

Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut. Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Use small mowers for difficult or tight areas where larger commercial mowing units cannot maneuver. Mowing shall be done optimally when the grass

is dry, however, mowing wet turf is acceptable. Bagging is not required, and grass clippings may be left on the grass providing no readily visible clumps remain on the grass surface after mowing. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping and thatch buildup. In the case of fungal disease outbreaks, clippings will be collected and disposed off-site until the disease is controlled.

The final appearance after mowing shall present a neat appearance. Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc., and the Contractor shall be responsible for damage caused by its operations.

The Contractor shall be responsible for damage to any plant material or site features caused by the Contractor or his/her employees. The Contractor will be notified in writing of the specific nature of the damage and cost of repair. The Village will, at its option, invoice the Contractor for the payment, or reduce payment by the amount of the repairs to the Contractor.

Mowing cycles shall commence on or about April 15 and continue through December 1, subject to conditions. The estimated number of occurrences is between fifteen (15) and thirty (30) per year. The contractor shall inspect sites on a weekly basis. All lawn areas shall be mowed to maintain a height of two and half inches (2½”), not to exceed three and a half inches (3½”) throughout the growing season, unless otherwise directed by a Village representative. At no time shall mowing remove more than one third (1/3) of the total leaf blade.

- E. MULCHING- All mulch spread is not to exceed two to three inches (2”-3”). Brown, shredded hardwood mulch will be applied during the spring. Mulch shall be applied to all perennial, shrub and tree beds.
- F. WEEDING- All landscaped areas will be inspected and maintained weekly and be kept weed free throughout the season.
- G. LANDSCAPE MAINTENANCE - Weekly visits to each area beginning the end of April through December 1, subject to conditions; a spring clean-up in March or early April and a complete mulching of all beds by May 30 in the first year of the contract (2015) and then all subsequent years mulching of all beds by May 15.
 - 1. Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed. Poison ivy shall be sprayed and removed.
 - 2. All plants in the landscape beds shall be pruned in accordance with ANSIZ133.1 standards. Pruning shall be completed in the spring, fall, and late fall for winterization. Prune all other shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter (¼) of the stems shall be trimmed to two to three inches (2”-3”) above the ground. Remove the largest and oldest stems first.
 - 3. Remove dead plant material. Notify the Village of Oswego of the date, type of plant, and location of removal within five (5) working days of removal.
 - 4. Remove all trash from bed.

5. Rake leaves from all landscaped areas weekly and remove leaves from the site beginning the last week in September. Estimate five (5) occurrences per year.
 6. Using an edger, edge all lawn areas, plant beds, tree rings, and where lawn abuts hard surfaces such as concrete, pavers, and cobble edges and gravel paths. Lawn edging cannot be done with a string trimmer. Estimate four (4) occurrences per year.
 7. Monitor plants for disease and pest activity. Report any problems to the Village.
 8. Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote more dense flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms.
- H. RIGHT-OF-WAY ROUGH CUTTING - all ROW areas shall be mowed once a month with the first cut beginning in May prior to the Memorial Day Weekend and ending with the last cut by the end of October. Areas to be mowed will be maintained at a height of six inches (6") throughout the growing season, unless otherwise directed by a Village representative. Grass next to light poles, trees, any permanent objects etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All debris and litter shall be removed prior to cutting.
- I. FORECLOSURE MOWING – Contractor will be required to mow foreclosed properties on an as needed basis. This will be paid at the Hourly Rate as specified on the bid sheet. A Village representative will contact the Contractor with specific addresses. The Contractor will have five (5) business days after notification to complete work. The grass is to be brought to height of one half (1/2) of the existing height not to exceed eight inches (8"). For example: if grass is eight inches (8") high at time of notification, the grass shall be cut to four inches (4").
- J. EQUIPMENT – All equipment and vehicles used by the Contractor shall be maintained and in good working mechanical condition.
- K. SAFETY REQUIREMENTS
1. Contractor will be responsible for high visibility vests for employees when working within 25 feet (25') of roadways. Safety cones shall be used around equipment and roadway.
 2. The contractor shall take all due precautions to avoid damaging the sprinkler heads, quick couplers and drip irrigation hoses. Any damage to the infrastructure by the contractor during the terms of this contract shall be repaired at the sole expense of the contractor within ten (10) days of the damage.
 3. Work in the right-of-way shall be conducted in accordance with the Illinois Manual of Uniform Traffic Control Devices and the Illinois Department of Transportation Standard Drawings:

- a. 216-701901-04 Traffic Control Devices
- b. 216-701006-05 Off Road Operations, 2L, 2W EOP FROM PAVEMENT EDGE 15' (4.5 m) TO 24" (600 mm)

L. CLEAN-UP OPERATIONS

1. Blow debris and clean off walkways, steps, and other hardscapes.
2. Haul and dispose of all materials in accordance with State and local ordinances.

M. MONTHLY REPORTS - During the growing season, submit monthly written reports outlining services performed, problems encountered, and any plant health concerns. The Contractor will be required to submit the monthly report by the 15th of the month, with the request for payment. Invoices submitted without completed monthly reports will be rejected.

The contractor shall provide the Owner with one contact person to whom all concerns can be addressed.

N. METHOD OF MEASUREMENT - This work will be measured for payment by cycle completed per location for the type of work specified.

O. BASIS OF PAYMENT

1. Mowing will be paid for at the contract unit price per cycle per location for the type completed. Only the initial mowing will be paid for during any given cycle. Any subsequent mowing required to obtain a height of not more than three and a half inches (3½"), (88.9 mm) or to disperse mowed material will be considered as included in the cost of the initial mowing.
2. Landscape maintenance will be paid for at the contract unit price per cycle per location.
3. The cost of inspections will not be paid for separately but shall be included in the cost of other items.
4. If, in the opinion of the Village of Oswego Public Works Department, the contractor has not or is not satisfactorily performing the work covered by this specification, and within forty eight (48) hours of receipt of a written demand from the Village of Oswego, for performance, has not cured any defect in performance specifically itemized in such demand, the Village of Oswego may, at its option:
 - a. Withhold payment.
 - b. Consider all or any part of this contract breached and terminate the contractor, or
 - c. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
 - d. Any demand for performance shall be specifically delivered to contractor by personal delivery or certified or registered mail.

The Village will make periodic inspections and follow up as needed with the contractor to discuss any issues etc.

VI. Billing/invoicing:

All billing and invoicing will be done on a monthly basis with detailed itemized billing for each work item performed for each location. Billing will include the date, the work item performed, the cost per work item and the total cost.

VII. Rejection of Bids:

- A. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- C. Any bid not conforming with the specifications or requirements set forth by the Village in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

VIII. Award of Bid:

- A. Formal bid submission shall be tabulated and a recommendation shall be prepared by the Department Head making a purchase subject to the formal bid requirements and sent to the Finance Director for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.
- B. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Contractor shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- C. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- D. The Finance Director shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Village President and the Board of Trustees for consideration of awarding a formal contract.
- E. All awards made in accordance with this Code are final determinations.

- F. **Renewal Option:** The contract shall be for a one year period, but may be extended on an annual basis at the option of the Village of Oswego in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

IX. Change Orders:

- A. After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - 1. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
 - 2. Is germane to the original contract; and
 - 3. Does not exceed twenty percent (20%) of the contractor amount; and
 - 4. Is approved by the Board of Trustees. However, the Village Administrator, or his/her designee can approve change orders for amounts that are not greater than fifteen thousand dollars (\$15,000.00). The Village Board shall be informed of any such Village Administrator approved change order at the next Village Board meeting.
- B. Change orders for contracts for public improvements shall be as provided by state law.

X. Construction Contracts:

- A. The bidder must comply with all applicable laws prerequisite to doing business in the state.
- B. The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- D. The bidder must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- E. The bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Finance Director or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
- F. The bidder must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

XI. Additional Items

A. CONTRACT REQUIREMENTS

The successful bidder will be required to enter into a contract with the Village of Oswego consistent with the terms of this Request for Proposal which should contain the following terms:

1. Wage Rate Requirements

- a. The type of work under this contract is not subject to prevailing wages per the Illinois Department of Labor's [Prevailing Wage Landscaping FAQ](http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx) (<http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx> accessed March 4, 2015).

B. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to one hundred and fifty percent (150%) of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by

any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

C. SEXUAL HARRASSMENT

During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

D. DRUG FREE WORKPLACE

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
2. 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 statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
3. Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy for maintaining a drug free workplace;
 - c. Available counseling, rehabilitation, or assistance programs; and
 - d. Penalties imposed for drug violations.
4. Providing 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.
5. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
6. 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 Section 5 of the Drug Free Workplace Act.

- 7 Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- 8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 9 The Contractor will be required to sign a Drug Free Workplace Certification.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Before an employer commences work on a public works project as defined in 820 ILCS 130/2, the employer shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

1. A minimum requirement of a nine (9) panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
2. A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3. A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commenced work on the public works project.
4. A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

F. NON-COLLUSION

The Contractor is barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

G. INELIGIBLE CONTRACTORS OR VENDORS

The Contractor shall certify their review of the village debarment list found at www.oswegoil.org and to further comply with all provisions of Title 1-16-16 of the Village Code. Each proposal, bid or quotation must also include a listing of all intended subcontractors.

Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such proposals, quotations, or offers.

H. COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Steve Jones, Village of Oswego Administrator Date

Attest _____ Title _____

(Printed Name of Contractor)

Address Date

City State Zip Code

Signature of Authorized Representative

Title Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor’s policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing 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.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. 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 Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

(Printed name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 1-19-16 of The Village Code regarding ineligible contractors.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATE

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

REFERENCES

VILLAGE OF OSWEGO

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

VILLAGE OF OSWEGO

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

BID SHEET

Fine Cut Mowing			
Location	2015	2016	2017
SITES			
Park-N-Ride, Entire Site	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Village Hall - Entire Site	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Public Works Facility – Entire Site	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Park at South end of Harrison St	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Public Parking lot @ Harrison St South of W Washington St	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Promenade	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Outlot North of E Van Buren & E Washington St	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Utility Sites - TOTAL	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Booster Station #2			
Well # 3			
Well # 4			
Well # 6			
Well # 7			
Well # 8			
Well # 9 - No landscape beds			
Well # 10			
Well # 11			
RIGHTS-OF-WAY			
Station Drive, Both Sides, Entire Limits	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Tuscany Trail Bike Path from Well 11 property east toward Orchard. (Both sides of the bike path)	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
North St, at Intersection of North Adams and South Adams	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle

Fine Cut Mowing			
Location	2015	2016	2017
Adams St, East Side from Jackson to Waubensee Creek	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Monroe St Alley between Wilson & E Benton St	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
South side of Douglas St near intersection of Main St, 380' easement	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
W Tyler St, South Side, from Adams to Main	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Penn Ct, South Side	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Washington Street, North Side, from Harrison to Adams	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Mill Road, North Side, Fox Chase S. to Village Limits	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Mill Rd, South Side, from Fox Chase S. to Village Limits	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Mill Rd Bike Path, from Rte 31 to Orchard Rd (from the curb to the path)	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Woolley Road, NS, from Plainfield Rd to Colchester Dr - TOTAL	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Woolley Road, North side, from Plainfield Road to Stonehill Lane			
Woolley Road, North Side, from Stonehill Lane Colchester Drive			
Hackney Lane Right-of-way, East of Morgan Valley	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Collins Road, North Side, from Grove Road to Buckskin	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Islands on Boulder Hill Pass - TOTAL	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Island on BHP across from Chesterfield Dr			
Island on BHP btw Orchard Ave & Church Parking lot			
Island on BHP btw US Rte 34 and Orchard Ave			
Island on BHP, south of Lombardy Ln			
BHP, East Side, US Rte 34 to Chesterfield			
BHP, East Side, Chesterfield to School Property			

Fine Cut Mowing Location	2015	2016	2017
US Rte 34, North Side, Walgreens to PD Bridge - TOTAL US Rte 34, North Side, Walgreens to Pfund Ct US Rte 34, North Side, BPH to Chesterfield US Rte 34, North Side, from Bridge to 100' North US Rte 34, North Side, from Bridge to BHP US Rte 34, North Side, from Chesterfield to PD US Rte 34, North Side, from PD to Bridge US Rte 34, North Side, from Pfund to Bridge	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Douglas Road, East Side, from Wiesbrook to Barnaby - TOTAL Douglas Road, East Side, from Long Beach to Saugatuck Douglas Road, East Side, from Wiesbrook to Long Beach Douglas Road, East Side, from Easement to Barnaby Douglas Road, East Side, at Farmington Lakes Dr (ComEd easement) Douglas Road, East Side, from Saugatuck to Barnaby	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Douglas Road, West Side, from Ferwood to Barnaby - TOTAL Douglas Road, West Side, from Long Beach to Saugatuck Douglas Road, West Side, from Fernwood to Long Beach Douglas Road, West Side, from Easement to Barnaby Douglas Road, West Side, US 34 to Old Post Rd	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle

Fine Cut Mowing Location	2015	2016	2017
Douglas Rd (East side from Bluegrass Pkwy to service entrance near Sears)	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Douglas Rd (West side from Bluegrass Pkwy to Dunn Funeral Home property)	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
US Route 30 Islands from Douglas Rd to US Rte 34 South side Right-of-way from Douglas Rd to Rte 34 North side Right-of-way from Douglas Rd to Rte 34	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
US Rte 34, North Side from N.S. of 2677 US Rte 34 to Heritage Drive	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
Heritage entrance island at US Rte 34	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle
TOTALS:	\$_____ per cycle	\$_____ per cycle	\$_____ per cycle

Landscape Maintenance			
Location	2015	2016	2017
Park-N-Ride, Entire Site	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle
Village Hall - Entire Site	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle
Park at South end of Harrison St	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle
Public Parking lot @ Harrison St South of W Washington St	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle
Promenade	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle
Utility Sites - TOTAL	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle
Booster Station #2			
Well # 3			
Well # 4			
Well # 6			
Well # 7			
Well # 8			
Well # 10			
Well # 11			
TOTALS:	\$ _____ per cycle	\$ _____ per cycle	\$ _____ per cycle

Right-of-Way Rough Cut			
Location	2015	2016	2017
Tuscany Trl (North side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Tuscany Trl (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Mill Rd (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Mill Rd (North side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Route 31 (West side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Minkler Rd (East side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Minkler Rd (West side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Cole Ave Lot	\$ _____ per month	\$ _____ per month	\$ _____ per month
Stephens Rd (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Stephens Rd (North side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Collins Rd (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Collins Rd (North side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Woolley Rd (North side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Woolley Rd (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Durham Ln (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Wolf's Crossing (South side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Wolf's Crossing (North side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Fifth St (West side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Fifth St (East side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Roth Rd (East side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Roth Rd (West side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Harvey Rd (East side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Harvey Rd (West side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Route 34 (East side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
Route 34 (West side of road)	\$ _____ per month	\$ _____ per month	\$ _____ per month
	\$ _____ per month	\$ _____ per month	\$ _____ per month
TOTALS:	\$ _____ per month	\$ _____ per month	\$ _____ per month

FORECLOSURE HOURLY RATE \$ _____

PRINTED NAME _____

SIGNED _____

TITLE _____

COMPANY _____

DATE _____

CONTRACTOR BID AGREEMENT

TO: Village of Oswego
100 Parker's Mill
Oswego, IL. 60543

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the Village upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: _____

Print Name: _____

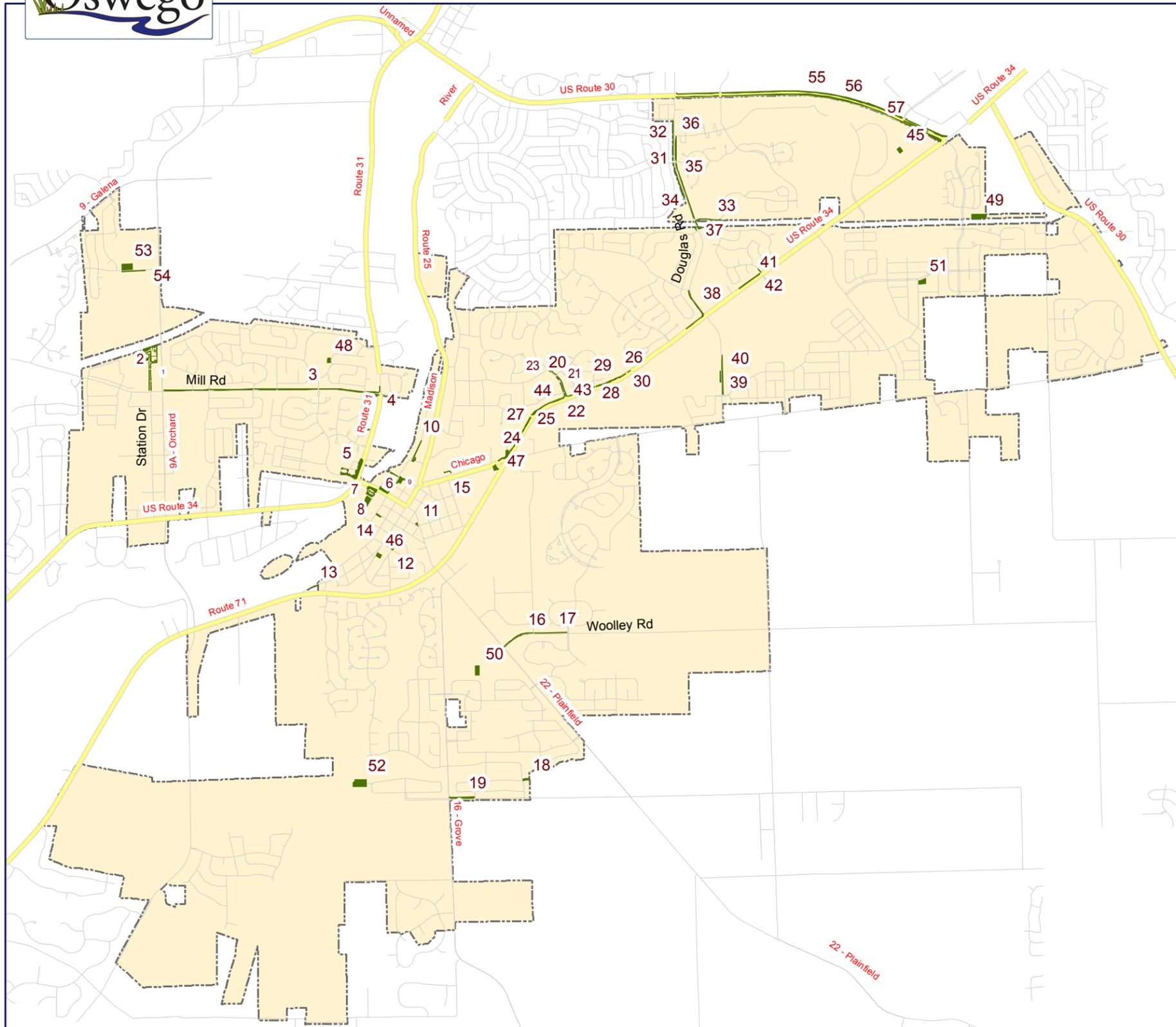
Title: _____

Company Name: _____

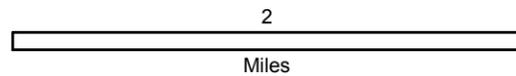
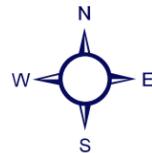
Date: _____



Fine Cut Mowing Location 2015



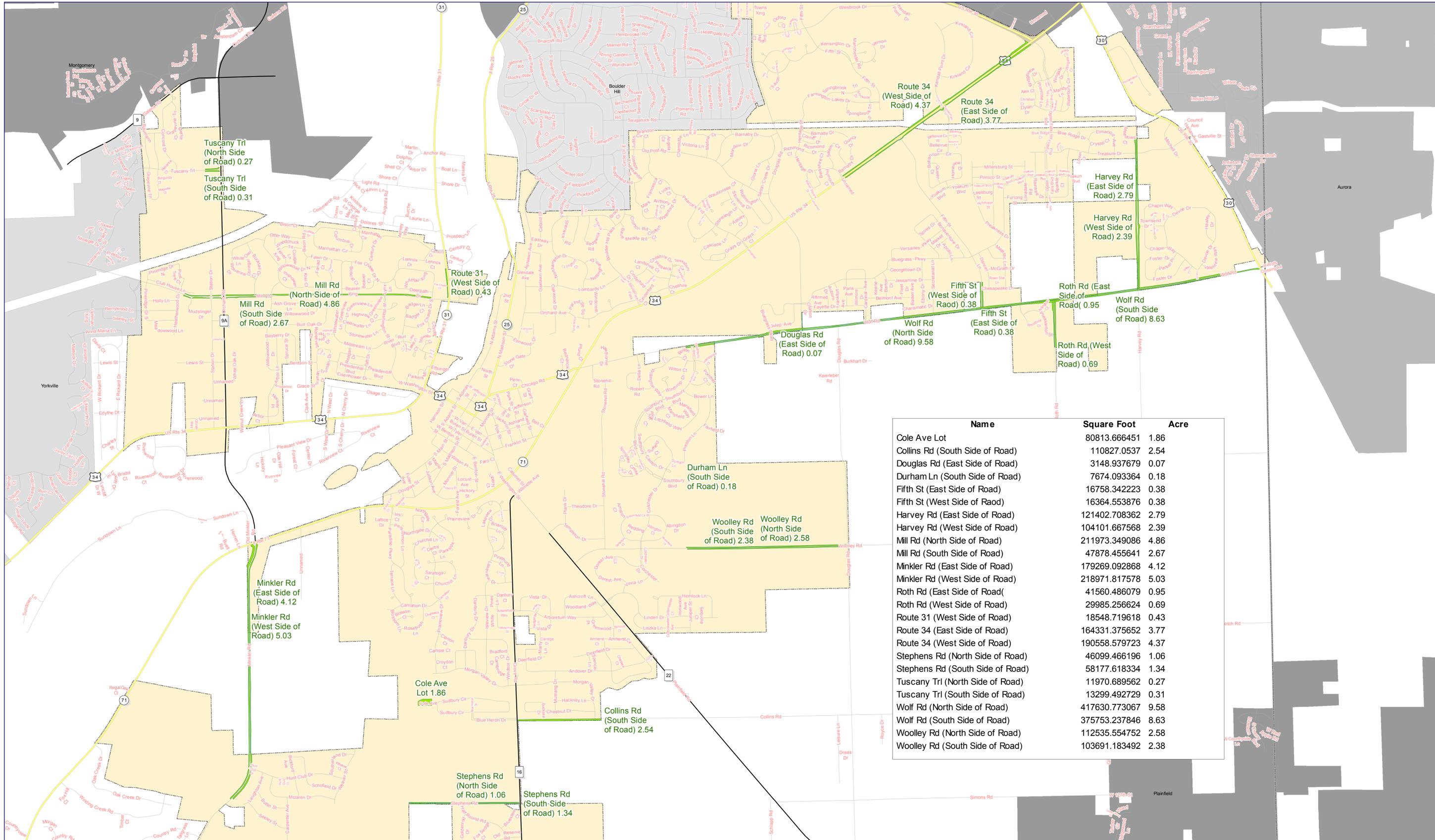
Date Printed: 3/16/2015



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ID	Location	SQFT	AC
1	Park-N-Ride, Entire Site	67080.673527	1.539967
2	Station Drive, Both sides, Entire Limits	21666.431873	0.497395
3	Mill Rd, N Side, from IL Rte 31 to Orchard Rd	205806.178767	4.724679
4	Mill Rd, S Side, Fox Chase S. to Village Limits	4724.527446	0.108461
5	Village Hall - Entire Site	88519.838122	2.032144
6	Washington St, North Side, from Harrison to Adams	19132.071057	0.439214
7	Park at South end of Harrison St	41964.014608	0.963365
8	Public Parkinglot @ Harrison St & W Washington St	47540.407012	1.091382
9	Promenade	33748.429608	0.77476
10	North St, at Intersection of N Adams, along Adams	17804.33118	0.408733
11	Outlot North of E Van Buren & E Washington St	3830.2452	0.087931
12	Monroe St Alley betw een Wilson & E Benton St	23213.911905	0.53292
13	Intersection, IL Rte 71 & Douglas St, NE Quadrant	8855.300729	0.203291
14	W Tyler St, South Side, From Adams to Main	6957.331606	0.159719
15	Penn Ct, South Side	4297.016946	0.098646
16	Woolley Rd, N. Side, from Plainfield to Stonehill	29267.921348	0.671902
17	Woolley Rd, N. Side, from Stonehill & Colchester	22020.607708	0.505526
18	Hackney Ln Right-of-Way, E. of Morgan Valley	13248.559923	0.304146
19	Collins Rd, North Side, From Grove Rd & Bucksin	35089.387572	0.805545
20	Island on BHP across from Chesterfield Dr	2101.682675	0.048248
21	Island on BHP btw Orchard Ave & Church Parkinglot	5705.499764	0.130981
22	Island on BHP btw US Rte 34 and Orchard Ave	1968.975614	0.045202
23	Island on BHP, south of Lombardy Ln	1827.628936	0.041957
24	US Rte 34, N. Side, Walgreens to Pfund Ct	30897.427666	0.70931
25	US Rte 34, N. Side, from Pfund to Bridge	36663.163625	0.841674
26	US Rte 34, N. Side, from Bridge to 100' North	1443.21116	0.033132
27	US Rte 34, N. Side, from Bridge to BHP	39043.819662	0.896326
28	US Rte 34, N. Side, BPH to Chesterfield	20086.767477	0.461131
29	US Rte 34, N. Side, from Chesterfield to PD	21054.466876	0.483346
30	US Rte 34, N. Side, from PD to Bridge	5208.785289	0.119578
31	Douglas Rd, East Side, from Longbeach to Saugatuck	26917.539031	0.617944
32	Douglas Rd, East Side, from Weisbrook to Longbeach	20012.251934	0.45942
33	Douglas Rd, East Side, around Easment to Heritage	37372.887063	0.857967
34	Douglas Rd, East Side, from Saugatuck to Barnaby	17322.115527	0.397663
35	Douglas Rd, West Side, from Longbeach to Saugatuck	21291.019204	0.488777
36	Douglas Rd, West Side, from Fernwood to Longbeach	20306.82481	0.466182
37	Douglas Rd, West Side, from Easment to Barnaby	3083.573506	0.070789
38	Douglas Rd, West Side, US Rte 34 to Old Post Rd	46346.928248	1.063983
39	Douglas Rd, West Side from Lagoon to Funeral Home	11382.481368	0.261307
40	Douglas Rd, East Side, from Bluegrass to Sears Lot	38371.9597	0.880903
41	US Rte 34, North Side, from 2677 to Heritage Dr	20969.767675	0.481402
42	Heritage entrance island at US Rte 34	1462.753049	0.03358
43	BHP, East Side, from US Rte 34 to Chesterfield	13935.035011	0.319906
44	BHP, East Side, from Chesterfield to School Bndy	3720.261904	0.085406
45	Booster Station #2	19667.130048	0.451497
46	Well # 3	20128.444161	0.462087
47	Well # 4	18854.247098	0.432836
48	Well # 6	15266.262061	0.350467
49	Well # 7	65804.429352	1.510668
50	Well # 8	42968.97201	0.986436
51	Well # 9 - No Landscape Beds	29519.006691	0.677666
52	Well # 10	89254.824825	2.049017
53	Well # 11	66222.251034	1.52026
54	Tuscany Trl, South Side, Bike Path to Well Prop.	12066.326826	0.277006
55	US Rte 30, From Douglas Rd to Rte 34, North Side	238547.138118	5.476311
56	US Rte 30, From Douglas Rd to Rte 34, South Side	241693.06855	5.548532
57	US Rte 30, Islands from Douglas Rd to Route 34	16401.044872	0.376518

Rough Cut Mowing Areas



Name	Square Foot	Acre
Cole Ave Lot	80813.666451	1.86
Collins Rd (South Side of Road)	110827.0537	2.54
Douglas Rd (East Side of Road)	3148.937679	0.07
Durham Ln (South Side of Road)	7674.093364	0.18
Fifth St (East Side of Road)	16758.342223	0.38
Fifth St (West Side of Road)	16364.553876	0.38
Harvey Rd (East Side of Road)	121402.708362	2.79
Harvey Rd (West Side of Road)	104101.667568	2.39
Mill Rd (North Side of Road)	211973.349086	4.86
Mill Rd (South Side of Road)	47878.455641	2.67
Minkler Rd (East Side of Road)	179269.092868	4.12
Minkler Rd (West Side of Road)	218971.817578	5.03
Roth Rd (East Side of Road)	41560.486079	0.95
Roth Rd (West Side of Road)	29985.256624	0.69
Route 31 (West Side of Road)	18548.719618	0.43
Route 34 (East Side of Road)	164331.375652	3.77
Route 34 (West Side of Road)	190558.579723	4.37
Stephens Rd (North Side of Road)	46099.466196	1.06
Stephens Rd (South Side of Road)	58177.618334	1.34
Tuscany Trl (North Side of Road)	11970.689562	0.27
Tuscany Trl (South Side of Road)	13299.492729	0.31
Wolf Rd (North Side of Road)	417630.773067	9.58
Wolf Rd (South Side of Road)	375753.237846	8.63
Woolley Rd (North Side of Road)	112535.554752	2.58
Woolley Rd (South Side of Road)	103691.183492	2.38

Date Printed: 3/16/2015



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