



REQUEST FOR PROPOSALS

Requesting:	Proposals(s) For Native Landscape Planting Maintenance Services
Issue Date:	May 7, 2020
Pre-Proposal Meeting:	May 11, 2020, 8:00 AM
Pre-Proposal Meeting Location:	Police Headquarters 3355 Woolley Road Oswego, IL 60543
Last Date for Questions:	May 13, 2020, 9:00 AM
Addendum Posted:	May 14, 2020, 12:00 PM
Proposals Due:	May 20, 2020, 10:00 AM
Submission link:	www.demandstar.com
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village of Oswego and DemandStar websites by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

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LEGAL NOTICE

REQUEST FOR PROPOSAL FOR NATIVE LANDSCAPE PLANTING MAINTENANCE SERVICES

The Village of Oswego will be accepting proposals from vendors to perform Native Landscape Planting Maintenance Services until Wednesday, May 20, 2020 at 10:00 AM local time.

Project Title: Request for Proposals for Native Landscape Planting Maintenance Services
Proposal No. 20-6040-001

Proposals must be submitted electronically. All necessary documents are available through the Village's website at <http://www.oswegoil.org>. The link can be found under the Business & Development Tab-Proposals & RFPs. Downloading documents and submitting proposals requires registration with "DemandStar," the Village's service provider. If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Hard copy, emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to cparker@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

Award of Contract: The Village will make the final award of the proposal. The Village reserves the right to reject any or all Proposals. No Proposal shall be withdrawn for a period of thirty (30) days after the proposal opening date without the consent of each Village.

Questions regarding this legal notice or proposal package must be emailed directly to cparker@oswegoil.org until Thursday, May 13, 2020 at 9:00 AM local time.

Carri Parker
Purchasing Manager

PROJECT SPECIFICATIONS

1. Introduction

The Village of Oswego (herein known as “Village”) is requesting proposals for Native Landscape Planting Maintenance Services.

Typical maintenance tasks may include, but are not limited to, prescribed burning (including acquisition of burn permits and pre-burn/post-burn notifications), chemical management for aggressive plant species, trash pick-up, mowing, weed control, and/or mechanical management for weed control, repair of problem areas and remedial reseeding and/or replanting.

2. Work Location

This site is located at 3355 Woolley Road (see Exhibit A). The Village reserves the right to add additional areas throughout the Village at the discretion of the Village.

Approximate Acreage by Area

South - .45 acres

North - .93 acres

East – 3.72 acres

3. Pre-Proposal Site Visit

Contractors are encouraged but not required to visit the site prior to submitting a proposal. Submission of the proposal is an acknowledgment that the contractor is aware of and accepting of existing conditions.

4. Annual Maintenance

The Contractor shall perform all work to the complete satisfaction of the Village and in accordance with all municipal, county, state and other laws and ordinances applicable to such work.

The Contractor’s personnel shall present a neat and professional appearance. All work shall be done, and all complaints handled by the contractor with due regard to the Village’s public relations.

The contractor shall complete five visits per season in April, May, June, August, and September, or at another mutually agreed upon schedule. Work per season shall include all labor, material, equipment, and transport necessary for, and incidental to, continued stewardship of the natural areas including, but not limited to:

- Overseeding/reseeding and replanting

- Controlling invasive/weedy species through mowing, hand pulling and herbicide application
- Trash and debris removal and disposal at an appropriate off-site location.
- Any other items identified in the annual work plan.

The Contractor shall be responsible for the clean-up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Method of Measurement: Site maintenance will be not be measured for payment.

Basis of Payment: Site maintenance will be paid at the contract unit price per visit.

5. Prescribed Burn

Prescribed burn shall include all labor, material, equipment, and transport necessary for, and incidental to, permit acquisition, coordination with local jurisdictions, notifications, site preparation (may include the disposal of brush, vegetation, downed logs, stumps, sod, limited rubbish, surface debris, or other material occurring within the natural area which will interfere with the work), creation of required burn breaks, ignition, containment, smoke monitoring & management, and mop-up activities. Mop-up activities include, but are not limited to, suppression of all smoldering material, ensuring burn crew members are on-call and remain within 2-hours of the burn site for 24 hours after burn completion, etc.

a. Personnel/training

Highly trained and experienced employees shall perform prescribed burns. The Contractor shall meet the requirements specified under “contractor qualifications”; documentation of fully trained and experienced personnel shall be submitted to the Village at the time of proposal submission.

In accordance with the Department of Natural Resources Illinois Prescribed Burning Act, a Prescribed Burn Manager performs the following activities:

- writes and/or approves burn prescriptions as described in said Act;
- serves as the direct supervisor of the burn personnel at the scene of a prescribed burn and is responsible for implementing a burn prescription as described in said Act; and
- the prescribed burn manager must have a valid Illinois Certified Prescribed Burn Manager Certificate issued by the Department of Natural Resources.

b. Equipment

Contractor should have the following equipment on-site at the time of the prescribed burn:

- Equipment sufficient for size of burn on-site
- Two-way radios for all personnel involved in the fire
- All necessary personal protective equipment for all personnel

c. Roadside visibility materials

Roadside visibility materials are essential if the fire is near a roadway. Contractor shall provide and install temporary warning signage along all roadways bordering the burn unit. Warning signage shall be visible by road traffic and shall display the Contractor's contact information. All signage on public roadways shall conform to all applicable local and Illinois DOT signage specifications.

d. Burn plan

The Contractor shall complete and submit a burn plan for approval by the EPA, ~~the Village~~ and the Oswego Fire Protection District prior to burning. The area to be burned needs to contain unburned refuge for animal species.

Because of the large degree of variation in the complexity of prescribed burns, there are no standardized burn plans, only standardized information. A burn plan can be short or long, depending on the complexity of the proposed burn and the desires of the ecologist / burn boss.

e. Public notification

The Contractor shall notify the Village at least 48 business hours in advance of the burn.

f. Execution

The Contractor shall mop up all burning material to 100% black after the main fire has passed. There shall be no burning materials when the Contractor leaves the site.

The Contractor shall be available to return to the site within 2 hours following mop up operations to extinguish burning materials. The person selected to return to the site must have access to all crew members in the event that they must be re- deployed to the project site.

Method of Measurement: Prescribed burns will not be measured for payment.

Basis of Payment: Prescribed burns will be paid at the contract unit price per burn, complete visit.

6. Annual Report

Annual monitoring report shall be submitted to the Village in duplicate by November 15th.

The annual report of activities shall identify successes and problem areas dealt within the completed season and provides a list to be focused on during the next year. The annual report should include before and after photos of the problem areas, noting how the problem areas were addressed. The Contractor will include representatives from the Village during the annual report visit.

Method of Measurement: The annual report will not be measured for payment.

Basis of Payment: The annual report visit will be paid at the contract unit price per report upon acceptance by the Village.

7. Products

All materials, products or equipment described and specified herein are subject to inspection and approval by the Village. Inspections conducted by the Village does not waive the right to reject and material or product after it has been installed.

Re-seeding may be inspected by the Village at source of supply or the Village may require the Contractor to submit color photographs which illustrate the specified plant material at the source of supply.

The specified products and quantities in this document may be modified by the Village as a result of site conditions and/or availability.

a. Herbicide

All herbicide product labels must be strictly followed and shall supersede any of the information contained in this document. Contractor shall submit the herbicide Safety Data Sheets to the Village approval before application.

All herbicide use shall be in strict compliance with manufacturers label specifications, application rates, procedures, warning labels, and all applicable codes, standards, and best management practices.

Contractor shall conduct herbicide applications so that over- application/overspray is minimized or eliminated. Herbicide shall be applied to treat only those species targeted.

Damage caused by mistreatment or over- application/overspray shall be quantified and calculated by the Village and repaired by the Contractor at no cost to the Village or adjacent landowners.

No herbicide(s) shall be mixed or loaded on the project site unless approved in writing by the Village.

A supply of chemical absorbent shall be maintained at the project site. Any chemical spills shall be cleaned up and reported to the Village immediately.

Herbicide(s) shall not be applied within two (2) hours of anticipated precipitation or if heavy rains have resulted in an extremely wet soil or stump surface. Applications shall be postponed until the next expected dry two (2) hour period.

Contractor shall not apply herbicide during periods of excessive wind.

Only personnel who are a State of Illinois certified pesticide applicator or certified pesticide operator working under a certified pesticide applicator and is trained in plant identification shall perform the application of herbicides. All certifications must be current. The contractor shall submit a copy of herbicide licenses for all applicators and operators to the Village at the time of proposal submission.

b. Native seed

All seed shall be true to genus and species. All seed packaging shall be tagged showing see species, sources, and weights. The seed weights shall be based on pure live seed (pls) percentage for all seed species. All see installed must meet a minimum of 95% PLS (Pure Live Seed) per species as verified by independent laboratory test results. Test results can be no more than twelve (12) months old. Contractor must provide verification of test results prior to install.

Prairie seeding performed before June 30 shall be mowed to a height of 6” once during the month of August or September of the same year. Seeding performance after June 30 shall be mowed to a height of 6” once the following year is in the month of June or July.

At the end of the first full growing season, at least 25% of all species seeded shall be present as live plants. At least 75% of the seeded area shall be vegetated, and no more that 10% (by area cover) in the seeded area will be dominated by perennial weedy species. Areas not meeting these standards Shall be scarified and re-seeded in accordance with this specification.

Seed packaging shall be legibly tagged as to supplier name & address, species, size of container, and germination testing results. Seed stock shall be true to species as specified in this document, or as approved in writing by the Village.

Contractor shall provide written documentation to the Village as to the source of supply, quantities, and species of the seed ordered prior to installation (e.g. Supplier’s invoice).

Sheet L300 (Exhibit B) and L100 (Exhibit C), attached are hereby incorporated by reference for specifications related to:

- Landscape Specifications
- Native Seed Specifications
- Native Seeding
- Native Plantings Maintenance

8. Permits and Fees

The Contractor shall obtain any necessary permits for the required work and pay any fees required for permits. No additional payment for permits will be made, the cost thereof shall be included in the cost of other items.

9. Safety

Minimum crew size for any work on this project shall be two crew members. Crew members shall have the ability to communicate with one another at all times (cell phones, two-way radios, etc.) And shall have the ability to communicate with emergency personnel.

The Village shall be notified at least twenty-four (24) hours before the start of any work.

It shall be the responsibility of the contractor to adhere to all safety regulations and guidelines of local jurisdictions, all applicable osha safety regulations and guidelines, as well as federal construction safety and health standards while carrying out activities related to this project.

Any person applying herbicides shall be licensed by the State of Illinois. A licensed applicator must be on site to supervise herbicide application.

In the event of pesticide spillage, fuel or other chemical spillage, any personal injury or death related to the project, or damage of any kind, the Village shall be notified immediately.

Appropriate caution shall be taken when work is performed near trails, utilities, and roads. This shall include the posting of look-out observers if there is the possibility of debris or brush from project activities landing in trail or road areas.

The Contractor shall conduct operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without written permission from the Village and other authorities having jurisdiction.

The Contractor shall ensure that the following safety equipment is available at the project site at all times for personnel involved in this project:

- First aid kit
- Portable emergency eye wash station
- Chemical spill kit
- Proper PPE for each task

10. Contractor Qualifications

Contractor must be in good standing with the Village of Oswego, the Illinois Department of Labor and the Illinois Office of Business Development.

Contractor shall be performed by a Contractor with at least five (5) years of documented experience in selective brush and tree clearing, planting of native species, and natural areas management (including prescribed fire) for the purposes of ecological restoration, and shall be able to demonstrate their knowledge in the field.

Contractor shall have met the requirements of Illinois law and regulations (17 Illinois Admin. Code 1565.70) and shall be recognized as a certified prescribed burn manager in compliance with the Illinois Prescribed Burning Act (525 ILCS 37); the certificate number and date of issue shall be provided on submitted resume.

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the Contractor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. Forms

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces.

2. Submittal of Proposal

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted electronically. Downloading the required documents and submitting proposals requires registration with “DemandStar,” the Village’s service provider. If you are not already a member, the Contractor can obtain a free agency subscription to the Village of Oswego account by going to www.demandstar.com/register.rsp. Hard copy, emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to cparker@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

All proposals must include the following documents:

- A) Submit all of the below in one sealed envelope identified with the enclosed label:
 - 1) Signed Contract
 - 2) Proposal Cost Sheet
 - 3) Detail Exception Sheet
 - 4) Equipment List
 - 5) Subcontractor Listing
 - 6) References

3. Examination of Forms, Specifications, and Site

The contractor shall carefully examine the proposal forms which may include the invitation to proposal, instruction to contractors, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The contractor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The contractor will examine the site and the premises and satisfy themselves as to the existing conditions under which the contractor will be obligated to operate. Failure of the contractor to notify the Village, in writing,

of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the contractor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the contractor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the Village shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. Work Schedule

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, ½ Day (afternoon)
Christmas Day	

Burn work shall be prohibited during certain public events in said area. Events specifically affected pertaining to this project will be the PrairieFest, tentative dates June 11-12, 2020.

5. Customer Service & Private Property

- Respect for the property is very important. The contractor should consider specialized equipment to minimize property damage.
- The contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage.
 - All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
 - Said photographs will support defense by Contractor against claims for the same.
 - Unresolved claims against the Contractor will delay approval of the final payment.

6. Safety Officer

- The Contractor shall provide a Safety Officer contact for the Village.
- The Safety Officer shall address all concerns, and communicate resolution to the Village, within a one (1) hour window.

7. Equipment

All Equipment required to perform the contract is the sole responsibility of the contractor and should be included in the proposal. Multiple mobilizations may be expected and will not be treated like extras.

8. Delivery of Materials

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

9. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

10. Decisions and Explanations by Village

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of

any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

11. Maintenance of Traffic

The purpose of this contract is to provide for the safe and continuous maintenance of traffic through the locations where services are being performed and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

All work shall be performed in accordance with IDOT Special Provision for Flaggers in Work Zones (LRS4), if applicable.

Normal rush hour traffic conditions are from 6:30 a.m. to 9:00 a.m., and 3:30 p.m. to 6:30 p.m. on certain high-volume roads. Work performed during these times will be restricted to secondary roads not subject to significant rush hour peaks. The Village shall determine which locations are subject to the above restrictions.

The Contractor shall be solely responsible for all accidents and/or damage to persons and/or property that may result from the Contractor's operations.

12. Additional Information Request

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Carri Parker, Purchasing Manager, at cparker@oswegoil.org. Answers will be provided in writing to all potential Contractors; No oral comments will be made to any Contractor as to the meaning of the Proposal and Specifications or other contract documents. Contractors will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Contractor should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other contract documents. Before the proposals are opened, all modifications or additions to the Proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Contractor shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Proposal quotation. Failure of a Contractor to include a signed formal Addendum in its Proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if it in its best interest.

13. Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Contractor acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Proposal cannot include any amounts of money for these taxes.
- B. To be valid, the Proposals shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the Alternate Proposal any item at the prices indicated in the itemization of the Proposal.
- D. All Proposals shall be good for thirty (30) days from the date of the Proposal opening.
- E. Contractors shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages.

14. Award of Proposal

The Village reserves the right to reject any or all Proposals or packages and to waive any informality or technical error and to accept any Proposal deemed most favorable to the interests of the organization.

- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally 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.
- B. The Village has the sole discretion to award the alternate Proposal based upon the best interest of the Village.
- C. All awards made in accordance with this Code are final determinations.
- D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
- E. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.

- Quality of performance on previous contracts.
- Previous and existing compliance with laws and ordinances relating to the contract.
- Sufficiency of financial resources.
- Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- Ability to provide future maintenance and service under the contract.
- Number and scope of conditions attached to the Proposal /proposal.
- Record of payments for taxes, licenses or other monies due to the Village.

15. Rejection of Proposals

- A. The Village reserves the right to cancel invitations for Proposals 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 Proposals, to waive any minor informality or irregularity in any Proposal, to negotiate changes and/or modifications with the lowest responsible Contractor and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Village in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Contractor 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.

16. Equal Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

17. Non-Discrimination

The Contractor, its employees, and subcontractors agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

18. Execution of Documents

The Contractor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

- B. Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- C. Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- D. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
- E. Proposals received from any listed contractor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for an 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.

CONTRACT

This contract is entered into this 28th day of May 2020, by and between the Village of Oswego (Village) and _____(Contractor).

The entire Proposal package together with all Exhibits and attachments and the following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a Proposal means that the person submitting the Proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Proposal Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If in the opinion of the Village, 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, for performance, has not cured any defect in performance specifically itemized in such demand, the Village 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 the contractor by personal delivery, certified or registered mail.

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

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property,

and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:

- i. Commercial General Liability Insurance. Commercial coverage at least \$5,000,000.00 (five million) dollars of general liability insurance and excess general liability for “prescribed fire operations” with a minimum \$2,000,000.00 (two million) per occurrence limit for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. The Contractor shall list prescribed fire on the certificate as the activity covered.
 3. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor’s contractual indemnity obligations under the Agreement.
 4. Premises-Operations and Independent Contractors.
 5. Broad form property damage coverage.
 6. Personal injury coverage.
 7. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 8. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor’s policy.
- ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- iii. Workers’ Compensation and Employers Liability Insurance. Statutory Workers’ Compensation coverage complying with the law of the State of Illinois and Employers’ Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
- iv. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
- v. Professional Liability Insurance. Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such

insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions - 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, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds

subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation

shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

7. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
8. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
9. **Contract Term:** 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.
10. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without bidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the contracted amount; and
 - D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$25,000.00).

11. **Compliance with Laws and Regulations:** In addition to the Proposal and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Proposal bond to the contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor 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.
12. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
13. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into

by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

14. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
15. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
16. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
17. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
18. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
19. **Notices:** Any notice shall be in writing and shall be deemed sufficient when personally served or sent pre-paid first-class United States mail as follows:

To the Village:
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60560

To the Contractor:

20. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work,

electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.

21. **Certifications:** Contractor hereby:

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Proposal rigging) or 33E-4 (Proposal rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

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.

VILLAGE OF OSWEGO:

By: _____
President

Attest:

Village Clerk

CONTRACTOR:

By: _____
Signature

Attest:

Witness

Print Name and Title

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.

VILLAGE OF OSWEGO:

By: _____
President

Attest:

Village Clerk

CONTRACTOR:

By: _____
Signature

Attest:

Witness

Print Name and Title

COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

TOTAL COST:

Contract Year	Site Maintenance (Per Visit)	Prescribed Burn (1 Each)	Annual Report (LSUM)	Total
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
Grand Total				\$

Name of Contractor

Printed Name of Authorized Representative *Title*

Signature of Authorized Representative *Date*

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

Business Name

Address

Village, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 2

Business Name

Address

Village, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 3

Business Name

Address

Village, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Business Name

Address

Village, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 2

Business Name

Address

Village, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 3

Business Name

Address

Village, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

CONTRACTOR PROPOSAL AGREEMENT

TO:

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Project: Native Landscape Planting Maintenance Services

The undersigned Contractor, in compliance with your advertisement for Proposals 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, do 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.

Contractor certifies this Proposal to be for the project described above to be in accordance with plans, specifications, and contract documents, included in the Request for Proposal packet.

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.

Company Name

Address

Village, State, Zip Code

Phone Number

Email Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Exhibit A



Native Planting Areas

