



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

**Landscape Maintenance Services of Bi-weekly Village-Owned Sites (“C” Locations),
Bi-weekly Cul-de-Sac Islands/Dead-ends (“D” Locations), and Other Weekly Sites (“E” Locations)**

2026, 2027, and 2028 Seasons

BID OPENING DATE: March 10, 2026

BID OPENING TIME: 11:00 am

BID DEPOSIT: Bid bond or cashier’s/certified check in the amount of \$1,000 is required with submission of bid

PREPARED BY
Village of Hoffman Estates
Department of Public Works
2305 Pembroke Avenue, Hoffman Estates IL. 60169
847.490.6800

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HOFFMAN ESTATES

GROWING TO GREATNESS

Prospective Bidder,

The Village of Hoffman Estates is soliciting bids for the 2026–2028 Contract Landscape Services Program for “C,” “D,” and “E” sites, as described in the accompanying bid documents.

On behalf of the Village and its residents, we appreciate your interest in participating in this procurement process. Bidders are responsible for carefully reviewing the Instructions to Bidders and all associated legal documents and specifications prior to submitting a proposal. Any exception to the Village’s requirements must be clearly identified in writing and fully explained. Deviations not properly disclosed and approved as part of the award may result in the bid being deemed non-responsive.

All equipment must be suitable for heavy-duty municipal, utility, or construction applications and must meet or exceed the stated minimum specifications. Unless expressly identified as “No Substitution,” alternative equipment exceeding minimum standards may be proposed. All deviations or proposed enhancements must be clearly described in the bid submission.

Please note the following (see also Special Provisions):

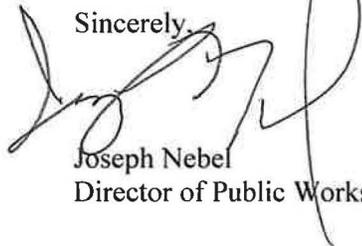
- a. A \$1,000 bid security is required in the form of a cashier’s check, certified check, or bid bond.
- b. Bidders must submit a list of equipment and personnel sufficient to meet the schedules and requirements outlined in the specifications.
- c. A mandatory site visit with a Village representative must be scheduled and completed prior to 1:00 PM on March 9, 2026. The tour may last up to four (4) hours and will not include every site. Site maps will be provided; bidders are encouraged to independently review all locations. No additional site visits will be scheduled.
- d. Failure to comply with these requirements may result in rejection of the bid.

Site maps are provided for reference only and may not reflect all turf and landscaped areas. In addition to the general scope applicable to all sites, certain locations include site-specific requirements detailed elsewhere in the bid documents. Bidders should review all materials carefully, as service expectations may differ from prior contract cycles.

The Village reserves the right to reject any or all bids, to award in whole or in part, and to waive informalities or technical irregularities in the best interest of the Village.

Questions regarding this solicitation, or requests to schedule the mandatory site visit, should be directed to Nick Lackowski, Village Forester, at Nick.Lackowski@vohe.org or 847.490.6800.

Sincerely,



Joseph Nebel
Director of Public Works

1900 Hassell Road
Hoffman Estates, Illinois, 60169
www.hoffmanestates.org

Phone: 847-882-9100
Fax: 847-843-4822

William D. McLeod
MAYOR

Gary J. Pilafas
TRUSTEE

Karen J. Arnet
TRUSTEE

Karen V. Mills
TRUSTEE

Gary Stanton
TRUSTEE

Patty Richter
VILLAGE CLERK

Anna Newell
TRUSTEE

Patrick Kinnane
TRUSTEE

Eric Palm
VILLAGE MANAGER

VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID

The Village of Hoffman Estates Department of Public Works is soliciting sealed bids for the:

2026 – 2028 CONTRACT LANDSCAPE SERVICES PROGRAM

Sealed bids will be received at the Office of the Village Clerk, Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Cook County, Illinois until March 10, 2026, at 11:00 AM, at which time they will be publicly opened and read aloud.

It is the responsibility of the bidder to ensure timely delivery. Any bid received after the specified time will be returned unopened. Bids must be submitted in a sealed envelope clearly marked "SEALED BID" and labeled with the following information:

- Company Name
- Company Address
- Name of Bid ("2026 – 2028 LANDSCAPE SERVICES PROGRAM")
- Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Clerk. Questions regarding solicitation may be directed to Nick Lackowski, Village Forester, at Nick.Lackowski@vohe.org or 847.490.6800.

The Village strongly encourages minority-owned and women-owned business enterprises to submit bids. Prime contractors shall take affirmative steps to solicit participation from minority- and women-owned firms for any subcontract work.

The Village reserves the right to reject any or all bids, to award in whole or in part, and to waive any informalities or technical irregularities in the best interest of the Village.

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

2/20/26
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 2/23/26 PADDOCK PUBLICATIONS
(DATE)

VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM

RE: Certification of bidder, compliance with the Illinois Criminal Code

I/We hereby certify that, _____ (name of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: _____

Name/Title: _____ (please print)

Date: _____

Attest: _____ (Notary Public)

Commission Expiry: _____

Date: _____

(SEAL)

**THIS FORM IS MANDATORY AND MUST BE NOTORIZED.
PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**

VILLAGE OF HOFFMAN ESTATES
SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE

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

(Name of Contractor)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2026.

My Commission expires: _____

(Notary Public)

(SEAL)

**THIS FORM IS MANDATORY AND MUST BE NOTORIZED.
PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the ____ day of _____ (month, year) between the Village of Hoffman Estates, acting by and through its Mayor and Board of Trustees, known as the party of the first part, and _____ (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

 Clerk
 (Seal Below)

The Village of Hoffman Estates

By: _____
 Party of the First Part

(If a corporation)

 Corporate Name

 President, Party of the Second Part

(If a Co-Partnership)

Attest:

 Secretary

 Co-Partner

 Co-Partner

 Doing business under the firm name,
 Party of the Second Part

(If an individual)

 Party of the Second Part

**THIS CONTRACT FORM IS MANDATORY.
 PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.**

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES
PROPOSAL FORM

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance or the proposed work, hereby proposes to furnish all supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone _____

Signature _____ Date _____

Prospective bidders, please note:

- *All bid prices for landscape maintenance services shall remain firm for the entirety of said season.*
- *The Primary Bid is for the 2026 landscape maintenance season. Alternate bids have been requested for the 2027 and 2028 landscape maintenance seasons.*
- *The Village reserves the right to add, remove, or alter sites listed within these bid documents in the best interest of the Village. Any change to the scope of work shall be made in writing.*

VILLAGE-OWNED PROPERTIES – SOUTH (Cost for one complete bi-weekly maintenance cycle)

| Site # | Location Description | 2026 (per biweekly service) | 2027 (per biweekly service) | 2028 (per biweekly service) |
|--------|---|-----------------------------------|-----------------------------------|-----------------------------------|
| C1 | Moon Lake Blvd Center Medians | \$ | \$ | \$ |
| C2 | Volid Drive Center Medians | \$ | \$ | \$ |
| C3 | Hassell Road Bridges ROWs | \$ | \$ | \$ |
| C4 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C5 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C6 | Hassell Road Ditch Line (adjacent to Rosedale Lane) | \$ | \$ | \$ |
| C7 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C8 | Rosedale Lane ROW | \$ | \$ | \$ |
| C9 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C10 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C11 | 2380 Golf Road (Lift Station #17) | \$ | \$ | \$ |
| C12 | Almond Lane Ditch Line | \$ | \$ | \$ |
| C13 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C14 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C15 | Aspen Street Ditch Line | | | |
| C16 | Roselle Road ROW (Route 72 to Bradley Lane) | \$ | \$ | \$ |
| C17 | Evanston Street ROW at Bode Road | \$ | \$ | \$ |
| C18 | Bode Road and Grand Canyon (NE C/O) | \$ | \$ | \$ |
| C19 | Spring Mill Drive ROW (W. Berkley Lane to Alcoa Lane) | \$ | \$ | \$ |
| C20 | Grand Canyon Retention | \$ | \$ | \$ |

| | | | | |
|-----|---|----|----|----|
| C21 | Bode Road "S"-Curve ROW | \$ | \$ | \$ |
| C22 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C23 | Golf Road ROW (adjacent to shopping center) | \$ | \$ | \$ |
| C24 | Bode Road ROW (Western Street to Bode Circle) | \$ | \$ | \$ |
| C25 | Jones Road and Hassell Road ROWs | \$ | \$ | \$ |
| C26 | Pembroke Avenue ROW | \$ | \$ | \$ |
| C27 | 75 – 85 Golf Road Parking Lot | \$ | \$ | \$ |
| C28 | Barrington Road ROWs | \$ | \$ | \$ |
| C29 | SITE REMOVED FROM PREVIOUS SCOPE | | | |

VILLAGE-OWNED PROPERTIES – NORTH (Cost for one complete bi-weekly maintenance cycle)

| Site # | Location Description | 2026 (per biweekly service) | 2027 (per biweekly service) | 2028 (per biweekly service) |
|--------|----------------------------------|--------------------------------|--------------------------------|--------------------------------|
| C30 | Route 62 and Ela Road (NE C/O) | \$ | \$ | \$ |
| C31 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C32 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C33 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C34 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C35 | Westbury Drive (Lift Station #9) | \$ | \$ | \$ |
| C36 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C37 | Westbury Field | \$ | \$ | \$ |
| C38 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C39 | SITE REMOVED FROM PREVIOUS SCOPE | | | |

| | | | | |
|-----|---|----|----|----|
| C40 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C41 | Olmstead Drive ROW | \$ | \$ | \$ |
| C42 | Castaway Detention #1 | \$ | \$ | \$ |
| C43 | Huntington Boulevard ROW at Palatine Road | \$ | \$ | \$ |
| C44 | Castaway Retention #2 | \$ | \$ | \$ |
| C45 | Essington Retention | \$ | \$ | \$ |
| C46 | Palatine Road ROW North (Thornbark to Olmstead) | \$ | \$ | \$ |
| C47 | Palatine Road ROW North (Thornbark to Boulder) | \$ | \$ | \$ |
| C48 | Palatine Road ROW South (Castaway to property line) | \$ | \$ | \$ |
| C49 | Palatine Road ROW North (Castaway to Chambers) | \$ | \$ | \$ |
| C50 | Huntington Blvd ROW (Central to N. of Mundhank) | \$ | \$ | \$ |

VILLAGE-OWNED PROPERTIES – WEST (Cost for one complete bi-weekly maintenance cycle)

| Site # | Location Description | 2026 (per biweekly service) | 2027 (per biweekly service) | 2028 (per biweekly service) |
|--------|---|--------------------------------|--------------------------------|--------------------------------|
| C60 | Beverly Road (west side of Route 72 to Adesa property) | \$ | \$ | \$ |
| C61 | Beverly Road Center Medians and ROW | \$ | \$ | \$ |
| C62 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C63 | Beacon Pointe Drive Center Medians and ROWs | \$ | \$ | \$ |
| C64 | SITE REMOVED FROM PREVIOUS SCOPE | | | |
| C65 | Beacon Pointe Drive Roundabout (weeding) | \$ | \$ | \$ |
| C66 | Essex Drive Center Medians (north of Shoe Factory Road) | \$ | \$ | \$ |
| C67 | Rohrssen Road ROW (Golf Road to Shoe Factory Road) | \$ | \$ | \$ |

| | | | | |
|-----|--|----|----|----|
| C68 | 5400 West Golf Road (Lift Station #20) – site and path | \$ | \$ | \$ |
| C69 | Hunters Ridge ROW | \$ | \$ | \$ |
| C70 | Pheasant Trail ROW | \$ | \$ | \$ |
| C71 | McDonough Road ROW | \$ | \$ | \$ |
| C72 | McDonough Road ROW at Rohrssen Road | \$ | \$ | \$ |
| C73 | University Place (Lift Station #21) – inside fence | \$ | \$ | \$ |
| C74 | Route 59 and Route 72 NW C/O (gateway sign) | \$ | \$ | \$ |
| C75 | 4785 Higgins Road SW C/O (pumping station) | \$ | \$ | \$ |
| C76 | 2364 Higgins Road (Lift Station #11) | \$ | \$ | \$ |
| C77 | Essex Drive Center Medians (south of Shoe Factory Road) | \$ | \$ | \$ |
| C78 | Prairie Stone Parkway Sign Board (landscape only) | \$ | \$ | \$ |
| C79 | Hoffman Boulevard Sign Board (landscape only) | \$ | \$ | \$ |
| C80 | Beverly Rd Former Sign Site (NW C/O Beverly and Shoe Factory Rd) | \$ | \$ | \$ |
| C81 | Shoe Factory Center Medians (between Essex and Maureen) | \$ | \$ | \$ |

| | | | |
|---|----|----|----|
| Subtotal Cost for “C” Sites (one complete biweekly maintenance cycle) | \$ | \$ | \$ |
|---|----|----|----|

VILLAGE-MAINTAINED CUL-DE-SACS AND DEAD-ENDS – SOUTH
(one complete biweekly maintenance cycle)

| Site # | Location Description | 2026 (per biweekly service) | 2027 (per biweekly service) | 2028 (per biweekly service) |
|--------|---|-----------------------------------|-----------------------------------|-----------------------------------|
| D1 | Orange Lane at Westview Street (dead-end) | \$ | \$ | \$ |
| D2 | Flagstaff Lane (dead-end) | \$ | \$ | \$ |
| D3 | Audubon Street (665 – 685) | \$ | \$ | \$ |
| D4 | Warwick Circle North Court (1030 – 1046) | \$ | \$ | \$ |
| D5 | Warwick Circle North Court (1130 – 1140) | \$ | \$ | \$ |
| D6 | Warwick Circle South Court (1037 – 1049) | \$ | \$ | \$ |
| D7 | Worthington Court (1066 – 1080) | \$ | \$ | \$ |
| D8 | John Drive Court (1020) | \$ | \$ | \$ |
| D9 | Gannon Court | \$ | \$ | \$ |
| D10 | Wilmington Lane (1074 – 1078) | \$ | \$ | \$ |
| D11 | Dexter Lane North (930 – 948) | \$ | \$ | \$ |
| D12 | Darlington Court (1145 – 1230) | \$ | \$ | \$ |
| D13 | Dovington Court at Chatsworth Lane | \$ | \$ | \$ |
| D14 | Brookside ROW | \$ | \$ | \$ |
| D15 | Brookside Court (1474 – 1500) | \$ | \$ | \$ |
| D16 | Brookside Drive Court (1510 – 1530) | \$ | \$ | \$ |
| D17 | Brookside Drive Court (1583 – 1593) | \$ | \$ | \$ |
| D18 | Brookside Lane Court (1911 – 1921) | \$ | \$ | \$ |
| D19 | Greens Court (2019 – 2070) | \$ | \$ | \$ |

| | | | | |
|-----|---------------------------------------|----|----|----|
| D20 | Crescent Court (1950 – 1972) | \$ | \$ | \$ |
| D21 | Huttner Court (2021 – 2030) | \$ | \$ | \$ |
| D22 | Glen Lake Road Court (1701 – 1709) | \$ | \$ | \$ |
| D23 | Dovington Drive North (873 – 885) | \$ | \$ | \$ |
| D24 | Warwick Circle North (1061 – 1101) | \$ | \$ | \$ |
| D25 | Brookside Lane (1572 – 1578) | \$ | \$ | \$ |
| D26 | Audubon Street (705 – 755) | \$ | \$ | \$ |
| D27 | Audubon Street (700 – 750) | \$ | \$ | \$ |

VILLAGE-MAINTAINED CUL-DE-SACS AND DEAD-ENDS – NORTH
(one complete biweekly maintenance cycle)

| Site # | Location Description | 2026 (per biweekly service) | 2027 (per biweekly service) | 2028 (per biweekly service) |
|--------|--|-----------------------------------|-----------------------------------|-----------------------------------|
| D30 | Port Arthur Court (1465 – 1470) | \$ | \$ | \$ |
| D31 | Stone Harbor Court (1460 – 1475) | \$ | \$ | \$ |
| D32 | Gloucester Court (1390 – 1395) | \$ | \$ | \$ |
| D33 | Rock Cove Court (1350) | \$ | \$ | \$ |
| D34 | Burning Bush Lane (1588 – 1594) | \$ | \$ | \$ |
| D35 | Forest Glen Drive (4330 – 4334) | \$ | \$ | \$ |
| D36 | Huntington Boulevard (4611 – 4636) | \$ | \$ | \$ |
| D37 | Tarrington Court (4853 – 4859) | \$ | \$ | \$ |
| D38 | Trailside Court (4436 – 4461) | \$ | \$ | \$ |
| D39 | Somerton Court (4977 – 5005) | \$ | \$ | \$ |
| D40 | Whispering Trails Court (3993 – 4011) | \$ | \$ | \$ |

| | | | | |
|-----|----------------------------------|----|----|----|
| D41 | Firestone Court (4170 – 4190) | \$ | \$ | \$ |
| D42 | Dogwood Court (1779 – 1805) | \$ | \$ | \$ |
| D43 | Chambers Drive (5125 – 5153) | \$ | \$ | \$ |
| D44 | Cherry Court (4390 – 4395) | \$ | \$ | \$ |
| D45 | Alder Court (3762 – 3768) | \$ | \$ | \$ |
| D46 | Dukesberry Lane (5011 – 5035) | \$ | \$ | \$ |
| D47 | Portshire Court (3390 – 3405) | \$ | \$ | \$ |
| D48 | Fir Court Center Island | \$ | \$ | \$ |
| D49 | Moulin Lane (3864 – 3850) | \$ | \$ | \$ |
| D50 | New Britton (4035-4065) | \$ | \$ | \$ |
| D51 | Ludington Court | \$ | \$ | \$ |
| D52 | Eisenhower Court South | \$ | \$ | \$ |
| D53 | Paisley Court | \$ | \$ | \$ |
| D60 | Mallard Lane Center Island | \$ | \$ | \$ |

| | | | | |
|---|--|----|----|----|
| Subtotal Cost for “D” Sites (one complete biweekly maintenance cycle) | | \$ | \$ | \$ |
|---|--|----|----|----|

ALTERNATE SITES (to be performed weekly)

NOTE: alternate sites (“E”) may be added, removed, or altered from the scope of this contract based on the Village’s needs.

| Site # | Location Description | 2026 (per biweekly service) | 2027 (per biweekly service) | 2028 (per biweekly service) |
|--|---|-----------------------------------|-----------------------------------|-----------------------------------|
| E1 | Village Hall (1900 Hassell Road) | \$ | \$ | \$ |
| E2 | Fire Station 21 (225 Flagstaff Lane) | \$ | \$ | \$ |
| E3 | Fire Station 22 (1700 Moon Lake Boulevard) | \$ | \$ | \$ |
| E4 | Fire Station 23 (1300 Westbury Drive) | \$ | \$ | \$ |
| E5 | Fire Station 24 (5775 Beacon Pointe Drive) | \$ | \$ | \$ |
| Subtotal Cost for “E” Sites (one complete weekly maintenance cycle) | | \$ | \$ | \$ |

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES
PROPOSAL FORM

[print firm name here]

2026 SEASON (PRIMARY BID)

Cost of completing one bi-weekly maintenance cycle (C Sites): \$ _____

Cost to complete 17 cycles (C sites): \$ _____

Cost of completing one bi-weekly maintenance cycle (D Sites): \$ _____

Cost to complete 17 cycles (D sites): \$ _____

Cost of completing one weekly maintenance cycle (alternate E sites): \$ _____

Cost to complete 34 cycles (alternate E sites): \$ _____

TOTAL COST FOR 2026 SEASON: \$ _____

2027 SEASON (ALTERNATE BID – CONTRACT EXTENSION)

Cost of completing one bi-weekly maintenance cycle (C Sites): \$ _____

Cost to complete 17 cycles (C sites): \$ _____

Cost of completing one bi-weekly maintenance cycle (D Sites): \$ _____

Cost to complete 17 cycles (D sites): \$ _____

Cost of completing one weekly maintenance cycle (alternate E sites): \$ _____

Cost to complete 34 cycles (alternate E sites): \$ _____

TOTAL COST FOR 2027 SEASON: \$ _____

(see the following page for the 2028 season and alternate service bid form)

2028 SEASON (ALTERNATE BID – CONTRACT EXTENSION)

Cost of completing one bi-weekly maintenance cycle (C Sites): \$ _____

Cost to complete 17 cycles (C sites): \$ _____

Cost of completing one bi-weekly maintenance cycle (D Sites): \$ _____

Cost to complete 17 cycles (D sites): \$ _____

Cost of completing one weekly maintenance cycle (alternate E sites): \$ _____

Cost to complete 34 cycles (alternate E sites): \$ _____

TOTAL COST FOR 2028 SEASON: \$ _____

ADDITIONAL SITE MAINTENANCE AND WEED REMOVAL (ALTERNATE BID)

The Contractor shall provide unit pricing for additional landscape maintenance services that may be incorporated into the contract at the direction/discretion of the Village. Such services may include, but are not limited to, additional cul-de-sac islands, Village-owned facilities, park-type areas, and weed removal within State route center medians.

The Village reserves the right to add or remove sites and to determine the scope, frequency, and extent of services for any such additional locations.

2026 CONTRACT SEASON

Cost per bi-weekly cycle for cul-de-sac sites added to the primary site list (per cul-de-sac):

\$ _____

Cost per bi-weekly cycle for additional sites added (as needed, per acre):

\$ _____

Cost per site visit for weed removal within State Route median spaces (as needed, per 1,000 square feet):

\$ _____

2027 CONTRACT SEASON

Cost per bi-weekly cycle for cul-de-sac sites added to the primary site list (per cul-de-sac):

\$ _____

Cost per bi-weekly cycle for additional sites added (as needed, per acre):

\$ _____

Cost per site visit for weed removal within State Route median spaces (as needed, per 1,000 square feet):

\$ _____

2028 CONTRACT SEASON

Cost per bi-weekly cycle for cul-de-sac sites added to the primary site list (per cul-de-sac):

\$ _____

Cost per bi-weekly cycle for additional sites added (as needed, per acre):

\$ _____

Cost per site visit for weed removal within State Route median spaces (as needed, per 1,000 square feet):

\$ _____

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES

REFERENCES

BIDDER NOTE: List five (5) references where like services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. References are mandatory.

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES
INSTRUCTIONS TO BIDDERS

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

FORMS

All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the appropriate spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, IL. 60169 prior to the bid opening date and time published on the cover of this bid packet. Bidders should reference the Notice to Bid for instructions on preparing their bid proposal.

ALTERNATE/MULTIPLE BIDS

The specifications contained within this bid packet are not intended to eliminate or exclude any bidder due to minor deviations, alternates, or changes. Bidders that desire to deviate from these specifications in their proposal are permitted to submit alternate/multiple bids. However, alternate bids must be clearly indicated as such with deviations from the applicable specifications clearly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc. shall be referred to that individual so referenced in the Specifications section. Vendors wishing to submit a secondary bid must do so as an alternate bid. Only one bid will be accepted per envelope.

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

RECEIVING OF BIDS

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

LATE BIDS

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

BIDS BY FAX

Bids transmitted by fax will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of fax machine.

ERROR IN BIDS

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

WITHDRAWAL OF BIDS

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

CONSIDERATION OF BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default to the Village upon any debt or contract, or that is a defaulter upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village. If requested, the Bidder shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment, fuel charges, packing, crating, freight, and shipping/unloading charges unless otherwise stated in this bid packet. Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Tax, and Federal Excise Tax. The Village will supply the successful bidder with the current tax exempt number.

Cash discounts will not be considered in determining contract price but may be used in the overall evaluation of bids.

AWARD OR REJECTION OF BIDS

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with this bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of the Bidder's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the Bidder. **Any exceptions not taken by the Bidder shall be assumed by the Village to be included.**

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

PAYMENT

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

REQUIREMENTS OF BIDDER

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

COMPLIANCE WITH ALL LAWS

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

CONTRACT ALTERATIONS

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

NOTICES

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

NON-ASSIGNABILITY

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

INDEMNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

REQUIRED INSURANCE

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

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

AUTOMOBILE LIABILITY

| | | |
|-----------------|-------------|-------------|
| Bodily Injury | \$1,000,000 | \$1,000,000 |
| Property Damage | \$1,000,000 | \$1,000,000 |

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

WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASES

Statutory for Illinois

| | |
|-------------------------------|--------------------------|
| Employer's Liability Coverage | \$1,000,000 per accident |
|-------------------------------|--------------------------|

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

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

BID PERFORMANCE DEPOSIT

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

ACCEPTANCE

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

DEFAULT

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

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

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

SPECIAL CONDITIONS

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

PERMITS AND LICENSES

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

GENERAL GUARANTY

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

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

MINIMUM WAGES

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

No less than the prevailing wage shall be paid for labor on the work to be done as required by law.

HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

If Illinois' rate of unemployment falls below 5%, this statute will no longer be in effect.

(30 ILCS 570/3) (from Ch. 48, par. 2203)

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (Source: P.A. 96-929, eff. 6-16-10.)

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only applies to prevailing wage eligible work being funded by the appropriated capital funds. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less

than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

BIDDER QUALIFICATIONS

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

- a. The location and description of the Bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the Bidder.
- d. A list of projects the Bidder presently has under contract.
- e. Any additional evidence tending to show that the Bidder is adequately prepared to fulfill the contract.

BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included within this document) certifying that Bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding bid rigging/rotating.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contests in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, **the form included with bid submittals must be notarized.**

DEVIATIONS

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

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

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

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

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in

effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

ARTICLE 33E. PUBLIC CONTRACTS (720 ILCS 5/Art. 33E heading)

Sec. 33E-1. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance. (Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1).

Sec. 33E-2. Definitions

In this Act:

- a. "Public contract" means any contract for goods, services, or construction let t any person with or without bid by any unit of State or local government.
- b. "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.
- c. "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- d. "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.
- e. "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.
- f. "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.
- g. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- h. "Prime contractor" means any person who has entered into a public contract.
- i. "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.
- j. "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.
- k. "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.
- l. "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

m. "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.) (720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)
Sec. 33E-3. Bid-rigging

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

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

Sec. 33E-5. Acquisition or disclosure of bidding information by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.
- b. Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid

whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.

- c. It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is also made generally available to the public.
- d. This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

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

- a. Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.
- b. Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offerer that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.
- c. It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.
- d. Any bidder or offerer who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.
- e. Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.
- f. It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.) (720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

Sec. 33E-7. Kickbacks

- a. A person violates this Section when he knowingly either:
 1. provides, attempts to provide or offers to provide any kickback;
 2. solicits, accepts or attempts to accept any kickback; or
 3. includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.
- b. Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.
- c. A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.
- d. Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

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

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

(Source: P.A. 85-1295.) (720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and

authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-10. Rules of evidence

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

(Source: P.A. 85-1295.) (720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

Sec. 33E-11

- a. Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- b. A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid. (Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article. (Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

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

- a. A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.
- b. Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.) (720 ILCS 5/33E-14)

Sec. 33E-15. False entries

- a. An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.
- b. Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-15)

Sec. 33E-16. Misapplication of funds

- a. An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.
- b. Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-16)

Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony. (Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

Sec. 33E-18. Unlawful stringing of bids

- a. A person commits unlawful stringing of bids when he ,or she, with the intent to evade the bidding requirements of a:ny unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.
- b. Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.) (720 ILCS 5/33E

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES
GENERAL CONDITIONS

INTENT

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

CONTRACT PERIOD

The contract period for the services specified herein must commence no later than April 15, weather dependent and conclude on or around November 30th once all work has been completed.

EXAMINATION OF CONTRACT DOCUMENTS AND JOB LOCATIONS

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

SCOPE OF SERVICES

Sites requiring bi-weekly maintenance have a scope of service that include general requirements that apply the same for all sites in that category. However, a few of the bi-weekly sites have an additional detailed scope of service required and potential bidders are encouraged to read the requirements closely.

ALTERNATE BIDS FOR CONTRACT EXTENSION

The Village recognizes the potential value in the extension of the original first year contract with the successful vendor, based upon first year performance and competitive pricing. Contractors are advised that the bid proposal page also seeks alternate bid prices to extend the first-year contract for each of two (2) additional landscape seasons.

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

COMPETENCY OF BIDDER

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

SUBCONTRACTING

The Contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the Director of Public Works. The Subcontractor, as approved, shall be bound by the conditions

of the contract between the Village and the Contractor. All required notices, work orders, directives, and requests will be directed to the Contractor. All directions given to the Subcontractor, in the field, shall bind the Contractor as if notice had been given directly to the Contractor.

PERMITS AND LICENSES

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

PAYMENT

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

COLLUSION

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

QUALITY ASSURANCE

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

CANCELLATION

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

DEFAULT

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

INVALID PROVISIONS

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

VILLAGE AGENT

Nick Lackowski, Village Forester, shall represent and act for the Village in all matters pertaining to the bid document specifications, proposal, and contracts in conjunction hereto. He may be contacted Monday thru Friday from 6:30 a.m., to 2:30 p.m., at (847) 490-6800 or by email at Nick.lackowski@vohe.org.

LEGAL AUTHORITY

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

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES
SCOPE OF WORK

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

BID LOCATIONS BY REFERENCE NUMBER – “C” SITES

| Ref # | Location Description | Approx Acreage | Ref # | Location Description | Approx Acreage |
|-------|--|----------------|-------|--|----------------|
| C1 | Moon Lake Blvd Center Medians | 1.0 | C41 | Olmstead Drive ROW | 0.22 |
| C2 | Volid Drive Center Medians | 0.35 | C42 | Castaway Detention #1 | 1.85 |
| C3 | Hassell Road Bridges ROW | 0.02 | C43 | Huntington Boulevard ROW (at Palatine Road) | 0.45 |
| C4 | SITE REMOVED FROM PREVIOUS SCOPE | - | C44 | Castaway Retention #2 | 0.54 |
| C5 | SITE REMOVED FROM PREVIOUS SCOPE | - | C45 | Essington Retention | 1.45 |
| C6 | Hassell Road Ditch Line (adjacent to Rosedale Lane) | 0.31 | C46 | Palatine Road ROW – South (Thornbark Dr to Olmstead Dr) | 1.52 |
| C7 | SITE REMOVED FROM PREVIOUS SCOPE | - | C47 | Palatine Road ROW – North (Thornbark Dr to Boulder Dr) | 0.29 |
| C8 | Rosedale Lane ROW | 0.11 | C48 | Palatine Road ROW – South (Castaway Ln to Property Line) | 0.09 |
| C9 | SITE REMOVED FROM PREVIOUS SCOPE | - | C49 | Palatine Road ROW – North (Castaway Ln to Chambers Dr) | 0.67 |
| C10 | SITE REMOVED FROM PREVIOUS SCOPE | - | C50 | Huntington Boulevard ROW (Central to north of Mundhank) | 4.07 |
| C11 | 2380 Golf Road (Lift Station #17) | 0.13 | C60 | Beverly Road (west side Rt 72 to Adesa) | 2.64 |
| C12 | Almond Lane Ditch Line | 0.29 | C61 | Beverly Road Center Medians (adjacent to church) | 0.86 |
| C13 | SITE REMOVED FROM PREVIOUS SCOPE | - | C62 | SITE REMOVED FROM PREVIOUS SCOPE | - |
| C14 | SITE REMOVED FROM PREVIOUS SCOPE | - | C63 | Beacon Pointe Drive Center Medians and ROWs | 1.32 |
| C15 | Aspen Street Ditch Line | 0.12 | C64 | SITE REMOVED FROM PREVIOUS SCOPE | - |
| C16 | Roselle Road ROW (Rt. 72 to Bradley Lane) | 0.83 | C65 | Beacon Pointe Drive Roundabout (weeding) | 0.10 |
| C17 | Evanston Street ROW (at Bode Road) | 0.33 | C66 | Essex Drive Center Medians (north of Shoe Factory Road) | 0.50 |
| C18 | Bode Road and Grand Canyon (northeast corner) | 0.23 | C67 | Rohrssen Road ROW (Golf Road to Shoe Factory) | 6.16 |
| C19 | Spring Mill Drive ROW (W Berkley Lane to Alcoa Lane) | 0.10 | C68 | 5400 W Golf Road Site and Path (Lift Station #20) | 1.75 |

| | | | | | |
|-----|---|------|-----|---|------|
| C20 | Grand Canyon Retention | 0.66 | C69 | Hunters Ridge ROW | 0.20 |
| C21 | Bode Road S-Curve ROW | 3.26 | C70 | Pheasant Trail ROW | 0.08 |
| C22 | SITE REMOVED FROM PREVIOUS SCOPE | - | C71 | McDonough Road ROW | 0.30 |
| C23 | Golf Road ROW (adjacent to shopping center) | 0.20 | C72 | McDonough Road ROW (at Rohrssen Road) | 0.10 |
| C24 | Bode Road ROW (Western Street to Bode Circle) | 0.23 | C73 | University Place – inside fence (Lift Station #21) | 0.04 |
| C25 | Jones Road and Hassell Road ROWs | 5.05 | C74 | Route 59 and Route 72 Gateway Signs (northwest corner) | 0.05 |
| C26 | Pembroke Avenue ROW | 2.68 | C75 | 4785 Higgins Road (southwest corner pump station) | 0.45 |
| C27 | Golf Road Lot (75 – 85) | 0.70 | C76 | 2364 Higgins Road (Lift Station #11) | 0.05 |
| C28 | Barrington Road ROWs | 0.75 | C77 | Essex Drive Center Medians (south of Shoe Factory Road) | 0.08 |
| C29 | SITE REMOVED FROM PREVIOUS SCOPE | - | C78 | Prairie Stone Parkway Message Board Landscaping | 0.05 |
| C30 | Route 62 and Ela Road (northeast corner) | 0.30 | C79 | Hoffman Boulevard Message Board Landscaping | 0.05 |
| C31 | SITE REMOVED FROM PREVIOUS SCOPE | - | C80 | Beverly Road Landscaping (NW corner of Beverly and Shoe Factory Rd) | 0.72 |
| C32 | SITE REMOVED FROM PREVIOUS SCOPE | - | C81 | Shoe Factory Center Medians (between Essex and Maureen) | .31 |
| C33 | SITE REMOVED FROM PREVIOUS SCOPE | - | | | |
| C34 | SITE REMOVED FROM PREVIOUS SCOPE | - | | | |
| C35 | Westbury Drive (Lift Station #9) | 0.21 | | | |
| C36 | SITE REMOVED FROM PREVIOUS SCOPE | - | | | |
| C37 | Westbury Field | 2.20 | | | |
| C38 | SITE REMOVED FROM PREVIOUS SCOPE | - | | | |
| C39 | SITE REMOVED FROM PREVIOUS SCOPE | - | | | |
| C40 | SITE REMOVED FROM PREVIOUS SCOPE | - | | | |

“C” SITE SCOPE OF SERVICES

- a. The Contractor shall provide on-site supervision for each crew at all times while performing work within the Village. At least one supervisor per crew must be able to communicate effectively in English. All personnel engaged in operations shall wear a Class 2 high-visibility yellow/lime reflective safety vest.

- b. The Contractor is responsible for providing and maintaining proper traffic control in accordance with all applicable Federal, State, and local laws and regulations. Work shall conform to accepted industry standards and the current edition of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, as applicable. Protection of the public and worker safety shall be paramount at all times.
- c. Work hours shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday. Work outside these hours requires prior written approval from the Village Agent and must be requested at least forty-eight (48) hours in advance.
- d. The Contractor shall correct any work deemed unacceptable by the Village within two (2) calendar days of notification, at no additional cost to the Village.
- e. All litter and debris shall be removed prior to mowing operations and disposed of off-site by the Contractor on the same day as service.
- f. Mowing shall be performed in a professional manner to prevent damage to turf, trees, shrubs, structures, vehicles, and pedestrians. Turf shall be cut evenly to a height of 3 to 3.5 inches using non-flail mowing equipment to ensure a smooth and consistent finish. At roadway intersections, mowing shall extend a minimum of twenty-five (25) feet along perpendicular rights-of-way to maintain sight visibility. Operations shall be conducted to prevent grass clippings or debris from being deposited onto roadways or sidewalks. Clippings may remain on-site provided they are evenly distributed across the finished turf area.
- g. Vegetation adjacent to sign posts, fences, light poles, guardrails, traffic signals, curb lines, and other fixed objects that cannot be cut with standard mowing equipment shall be trimmed during each mowing cycle using appropriate string or powered trimming equipment. Trimming shall be performed carefully to avoid damage to desirable vegetation or adjacent structures.
- h. The use of herbicides to control undesirable vegetation is permitted only with prior approval from the Village Agent and only when products approved for use in residential areas are utilized. The Contractor assumes full responsibility for all outcomes, corrective actions, and liabilities associated with herbicide application.

SITE-SPECIFIC SCOPE OF SERVICES (INDIVIDUAL LOCATIONS)

In addition to the general services previously described, the Contractor shall perform the following site-specific maintenance activities at the locations identified below. These requirements are supplemental and must be reviewed carefully, as they apply only to the designated sites.

C66 – ESSEX DRIVE CENTER MEDIANS & C81 – SHOE FACTORY RD CENTER MEDIANS

All shrubbery and ground cover plantings shall be trimmed, sheared, and pruned a minimum of two times during the contract period, and more frequently as necessary to properly maintain each plant species. Pruning activities shall include the removal of dead, diseased, or damaged material; elimination of basal suckers; restoration of the plant's natural form and symmetry; removal of overhanging branches that obstruct sightlines or threaten structures; and overall improvement of the planting area's appearance.

Ornamental grasses shall be cut back to a height of four to six inches at the beginning of each spring maintenance season. Ground covers shall also be trimmed at least twice per season, and as often as necessary thereafter, to maintain neat planting beds and promote uniform density and controlled growth. Trimming of deciduous trees at this site is not required.

C78 AND C79 – VILLAGE ELECTRONIC MESSAGE BOARD SITES

All shrubbery and ground cover plantings at the Village electronic sign board sites shall be trimmed, sheared, and pruned a minimum of two times during the contract period and as often as necessary to

properly maintain each plant species. Maintenance activities shall include removal of dead, diseased, or damaged plant material; elimination of basal suckers; restoration of natural form and symmetry; removal of branches that may damage structures or obstruct visibility for vehicles or pedestrians; and enhancement of the overall appearance of the site.

Ornamental grasses shall be cut back to a height of four to six inches at the beginning of each spring maintenance season. Ground covers shall be trimmed at least twice per season and thereafter as required to maintain clean, orderly beds and promote uniform growth. No trimming of deciduous trees is required at these locations.

BID LOCATIONS BY REFERENCE NUMBER – “D” SITES

| Ref # | Location Description | Approx Acreage | Ref # | Location Description | Approx Acreage |
|-------|---|----------------|-------|---------------------------------------|----------------|
| D1 | Orange Lane at Westview Street (dead-end) | 0.11 | D31 | Stone Harbor Court (1460 – 1475) | 0.10 |
| D2 | Flagstaff Lane (dead-end) | 0.10 | D32 | Gloucester Court (1390 – 1395) | 0.10 |
| D3 | Audubon Street (665 – 685) | 0.10 | D33 | Rock Cove Court (1350) | 0.10 |
| D4 | Warwick Circle N Court (1030 – 1046) | 0.10 | D34 | Burning Bush Lane (1588 – 1594) | 0.10 |
| D5 | Warwick Circle N Court (1130 – 1140) | 0.10 | D35 | Forest Glen Drive (4330 – 4334) | 0.10 |
| D6 | Warwick Circle S Court (1037 – 1049) | 0.10 | D36 | Huntington Boulevard (4611 – 4636) | 0.10 |
| D7 | Worthington Court (1066 – 1080) | 0.10 | D37 | Tarrington Court (4853 – 4859) | 0.10 |
| D8 | John Drive Court (1020) | 0.10 | D38 | Trailside Court (4436 – 4461) | 0.10 |
| D9 | Gannon Court | 0.10 | D39 | Somerton Court (4977 – 5005) | 0.10 |
| D10 | Wilmington Lane (1074 – 1078) | 0.10 | D40 | Whispering Trails Court (3993 – 4011) | 0.10 |
| D11 | Dexter Lane N (930 – 948) | 0.10 | D41 | Firestone Court (4170 – 4190) | 0.10 |
| D12 | Darlington Court (1145 – 1230) | 0.10 | D42 | Dogwood Court (1779 – 1805) | 0.10 |
| D13 | Dovington Court (at Chatsworth Lane) | 0.10 | D43 | Chambers Drive (5125 – 5153) | 0.10 |
| D14 | Brookside ROW | 0.10 | D44 | Cherry Court (4390 – 4395) | 0.10 |
| D15 | Brookside Court (1474 – 1500) | 0.10 | D45 | Alder Court (3762 – 3768) | 0.10 |
| D16 | Brookside Drive Court (1510 – 1530) | 0.10 | D46 | Dukesberry Lane (5011 – 5035) | 0.10 |
| D17 | Brookside Drive Court (1583 – 1593) | 0.10 | D47 | Portshire Court (3390 – 3405) | 0.10 |
| D18 | Brookside Lane Court (1911 – 1921) | 0.10 | D48 | Fir Court Center Island | 0.10 |

| | | | | | |
|-----|---------------------------------------|------|-----|------------------------------|------|
| D19 | Greens Court (2019 – 2070) | 0.10 | D49 | Moulin Lane (3864 – 3850) | 0.10 |
| D20 | Crescent Court (1950 – 1972) | 0.10 | D50 | New Britton (4035-4065) | 0.10 |
| D21 | Huttner Court (2021 – 2030) | 0.10 | D51 | Ludington Court | 0.10 |
| D22 | Glen Lake Road Court (1701 – 1709) | 0.10 | D52 | Eisenhower Court S | 0.10 |
| D23 | Dovington Drive N (873 – 885) | 0.10 | D53 | Paisley Court | 0.10 |
| D24 | Warwick Circle N (1061 – 1101) | 0.10 | D60 | Mallard Lane Center Island | 0.10 |
| D25 | Brookside Lane (1572 – 1578) | 0.10 | | | |
| D26 | Audubon Street (700 – 750) | 0.10 | | | |
| D27 | Audubon Street (705 – 755) | 0.10 | | | |
| D30 | Port Arthur Court (1465 – 1470) | 0.10 | | | |

BID LOCATIONS BY REFERENCE NUMBER – “E” SITES

| Ref # | Location Description | Approx Acreage | Ref # | Location Description | Approx Acreage |
|-------|---|----------------|-------|---|----------------|
| E1 | Village Hall (1900 Hassell Road) | 19.70 | E4 | Fire Station 23 (1300 Westbury Drive) | 0.71 |
| E2 | Fire Station 21 (225 Flagstaff Lane) | 1.75 | E5 | Fire Station 24 (5775 Beacon Pointe Drive) | 2.10 |
| E3 | Fire Station 22 (1700 Moon Lake Boulevard) | 0.94 | | | |

ADDITIONAL SCOPE OF SERVICES FOR “E” SITES

In addition to previously described services, the Contractor shall perform the following maintenance activities at all applicable sites unless otherwise noted.

- a. Spring and Fall Clean-Ups
 - i. At the commencement and conclusion of each contract season, perform a complete clean-up of all turf and planting areas, removing litter, leaves, branches, limbs, and all other debris.
 - ii. All mulched and stone-covered planting beds shall be cleared of debris and raked, as applicable.
 - iii. All dead plant material and accumulated debris shall be removed and legally disposed of off-site.
 - iv. All non-mulched and non-stone planting beds and tree bases shall be cultivated to a minimum depth of three (3) inches, with all weeds and grasses removed (see Plant Bed Cultivation and Tree Ring Cultivation sections for herbicide requirements).
- b. Routine Clean-Up

- i. Litter and debris shall be removed prior to each mowing cycle.
 - ii. Culverts and drainage swales shall be kept free of debris to maintain proper drainage and appearance. No toxic sprays or chemicals shall be used in these areas.
- c. Disposal
 - i. All debris generated from operations shall be removed from Village property and legally disposed of by the Contractor.
- d. Turf Mowing
 - i. Turf shall be mowed weekly and maintained between three (3) and four (4) inches in height, adjusting as necessary during stress conditions. No more than one-third (1/3) of the leaf blade shall be removed at any single cutting.
 - Equipment shall be well-maintained and suitable to produce an even, manicured appearance.
 - Mowing patterns shall be rotated to prevent matting.
 - Clippings may remain if evenly dispersed; excessive clippings (defined as matted or bunched clippings visible on the turf surface) shall be removed.
 - Clippings shall not be deposited on adjacent property, sidewalks, roadways, water bodies, or hard surfaces. Any such material shall be removed the same day.
 - The Contractor shall prevent turf rutting, scalping, or other damage due to equipment or ground conditions.
 - Prior to July 4th activities at the NOW Arena site (5333 Prairie Stone Parkway), mowing shall be coordinated with the Village Agent to avoid event conflicts.
 - Final mowing of the season shall reduce turf height to two (2) to two and one-half (2.5) inches.
- e. Turf Trimming
 - i. Trimming shall occur with each mowing cycle.
 - Areas around trees, shrubs, structures, fences, enclosures, and other obstructions shall be trimmed using appropriate equipment. Care shall be taken to avoid damage, particularly to wood surfaces.
 - Turf edges adjacent to concrete or asphalt shall be edged at each mowing to prevent encroachment.
 - Damage caused by trimming shall be repaired at no cost to the Village.
 - Vegetation at curb lines within parking and traffic areas shall be removed.
 - Debris from trimming operations shall be cleaned and removed the same day.
- f. Planting Bed Cultivation
 - i. In spring, all non-mulched or non-stone beds shall be cultivated to a minimum depth of three (3) inches and cleared of weeds and grasses.
 - ii. Upon spring start-up, a Village-approved granular pre-emergent herbicide shall be uniformly applied in accordance with manufacturer specifications.
 - Product shall be delivered in original labeled bags showing guaranteed analysis.
 - Contractor shall provide the Village Agent with the Safety Data Sheet (SDS).
 - Forty-eight (48) hours advance notice of application is mandatory.
 - The objective is weed- and grass-free beds. Additional cultivation or applications required to achieve this standard shall be provided at no additional cost.
 - iii. Planting beds shall be weeded weekly.
 - iv. Bed edges shall be maintained in a crisp, defined condition throughout the season.
- g. Tree Ring Cultivation
 - i. Trees in turf areas shall be cultivated in a circular pattern around the base without placing soil or mulch against the trunk. "Volcano" mulching is strictly prohibited.
 - ii. Edges shall be maintained clean and defined to a depth of two (2) to three (3) inches.
 - iii. Mulch rings shall be weeded weekly.

- iv. A Village-approved granular pre-emergent herbicide shall be applied in spring in accordance with manufacturer specifications and subject to the same SDS and 48-hour notice requirements noted above.
- v. The Contractor shall provide all labor or additional treatments necessary to maintain weed-free conditions at no additional cost.
- h. Pruning – Deciduous and Evergreen Plant Material
 - i. Unless otherwise noted for specific sites:
 - Shrubs and ground covers shall be trimmed and pruned a minimum of two (2) times per season and as required to maintain plant health and appearance. Work shall include removal of dead or diseased material, sucker removal, restoration of natural form, elimination of obstructive branches, and overall aesthetic improvement.
 - Ground covers shall be maintained to promote uniform density and clean bed appearance.
 - No trimming of deciduous trees is required unless specifically identified in site-specific provisions.

SITE-SPECIFIC SCOPE OF SERVICES (INDIVIDUAL LOCATIONS)

E1 – VILLAGE HALL

- a. This site underwent landscape renovations in 2025. Strict compliance with all maintenance requirements is mandatory.
- b. Close monitoring for weed control is required, including removal from planting beds, pavers, and landscaped areas.
- c. Chemical applications are strictly prohibited within bioswales under any circumstances.

E5 – FIRE STATION 24

- a. Standard scope applies.
- b. Grounding rods and wires are installed at parking lot light poles. Extreme caution shall be exercised during mowing and trimming to prevent damage.
- c. Bioswales shall be mowed once at the beginning of the season only. Locations will be identified by the Village representative.

2026 – 2028 LANDSCAPE MAINTENANCE C|D|E SITES
SPECIAL PROVISIONS

ALL-INCLUSIVE BID SUM

The bid shall be an all-inclusive lump sum covering all labor, materials, equipment, supervision, transportation, disposal, and incidentals necessary to complete the work in accordance with the specifications. The sum of the base bid and all alternates identified in the Scope of Work must be submitted for the bid to be considered responsive.

No claims for additional compensation due to omissions, misunderstandings, or allegedly unforeseen requirements shall be considered by the Village.

BID SECURITY DEPOSIT REQUIREMENTS

A bid security in the amount of \$1,000 shall accompany the bid submission in the form of a cashier's check, certified check, or bid bond.

MANDATORY SITE VISIT

Vendors intending to submit a bid must schedule and complete a mandatory site visit with a Village representative no later than 1:00 p.m. on Tuesday, March 9, 2026. Attendance is a condition of bid eligibility and is required to ensure a complete understanding of the scope of services.

The guided tour may last up to four (4) hours. Not all sites will be visited during the tour; however, site maps will be provided and bidders are strongly encouraged to independently review all locations prior to submitting a proposal. No additional tour dates will be scheduled.

Failure to attend the mandatory site visit will result in the bid being deemed non-responsive.

MANPOWER AND EQUIPMENT

Bidders must demonstrate that they possess sufficient manpower and equipment to meet the weekly and biweekly service schedules outlined in the specifications. A detailed list of available personnel and equipment shall be submitted with the bid. Failure to provide this documentation may result in rejection of the bid.

APPENDIX: SITE MAPS

The following collection of site maps is provided for reference purposes only and is intended to assist bidders in identifying general site locations and boundaries. These maps are not guaranteed to depict all turf, landscaped, or maintained areas and shall not relieve the Contractor of the responsibility to fully inspect and verify site conditions prior to submitting a bid.

Site #C1 Moon Lake Blvd Center Medians



Site #C2 Volid Dr Center Medians



Site #4 (Place holder)
Site #5 (Place holder)

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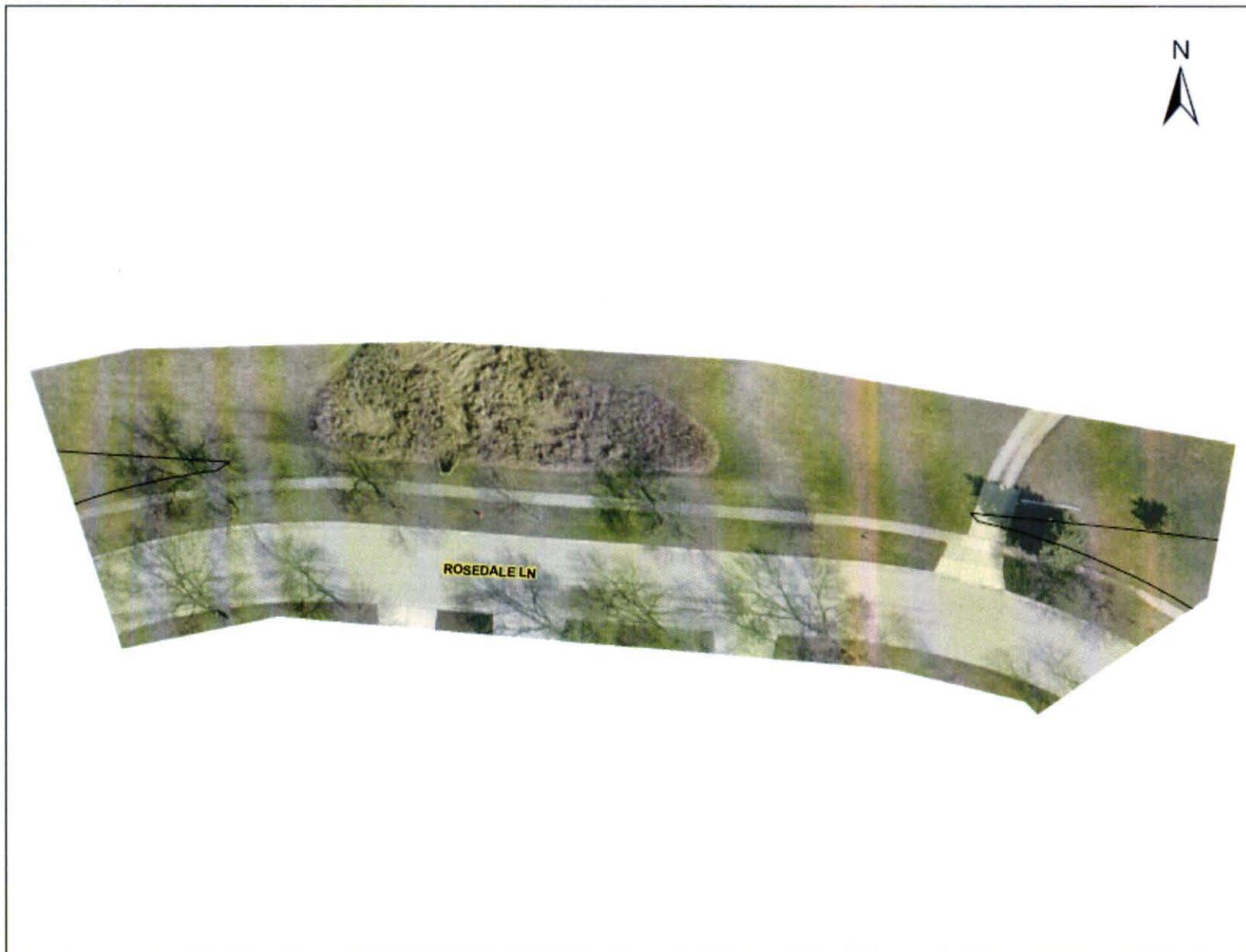
Site #C6 Hassell Rd ditchline South Side (Huntington Blvd to end of golf course property)



Site #C7 (Place holder)

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Site #C8 Rosedale Ln Row



Site #C9 (Place holder)

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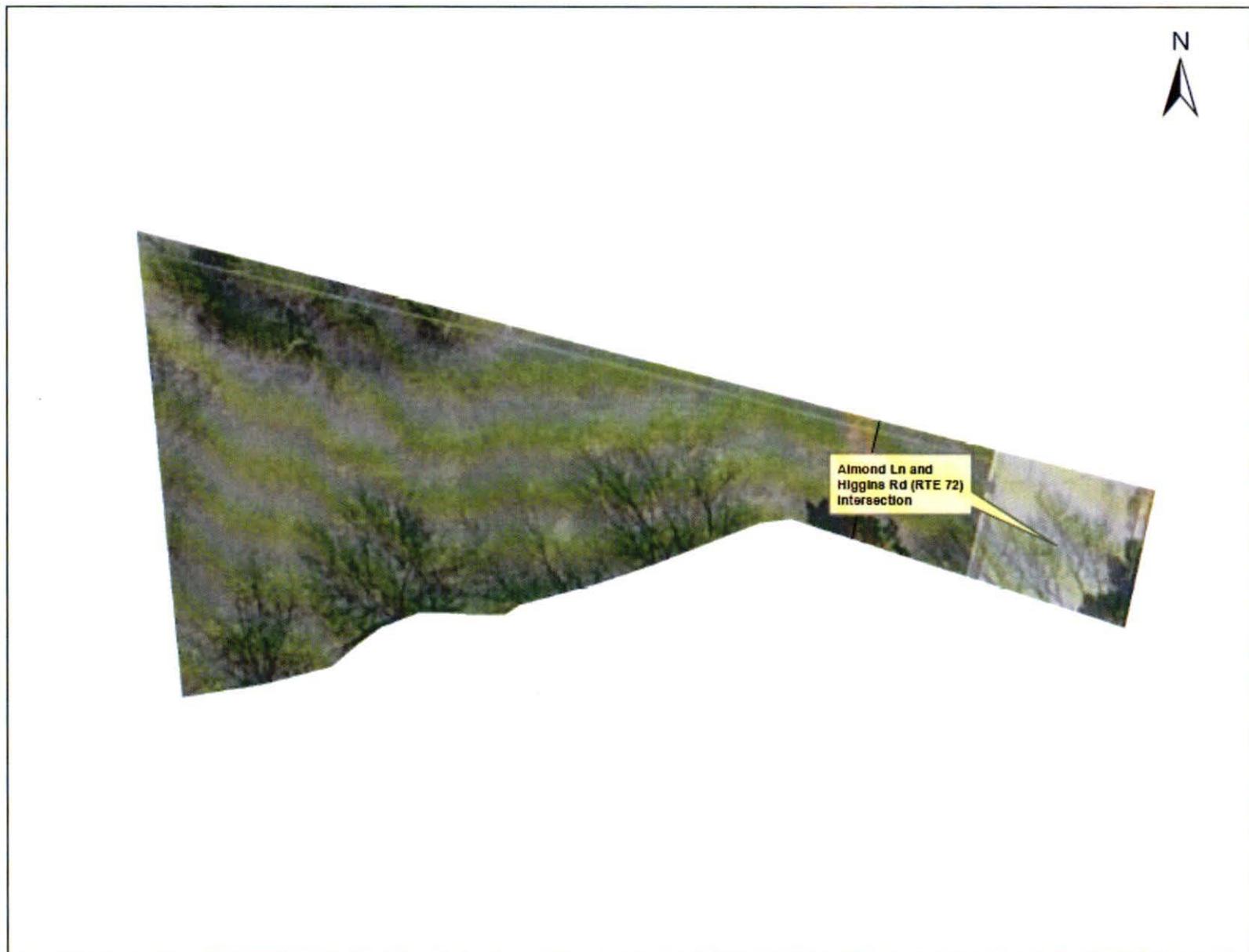
Site #C10 (Place Holder)
Site #C11 2380 Golf Rd Lift station #17 (Eric Lift)

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Site C11
2380 Golf Rd
Lift station #17
(Eric Lift)



Site #C12 Almond Ln Ditch line



Site #13 (Place holder)

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Site #14 (Place holder)

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Site #C15 Aspen St Ditch line



Site #C16 Roselle Rd RT 72 to Bradley Ln

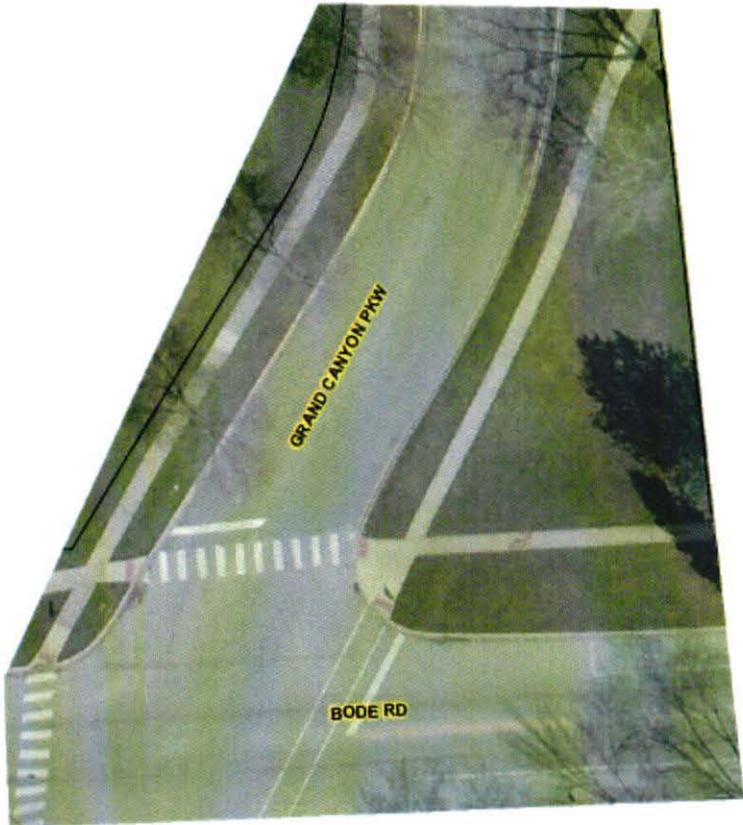


Site #C17 Evanston St ROW at Bode Rd to car dealer



Site #C18 Bode Rd and Grand Canyon Site #C19 Spring Mill Dr

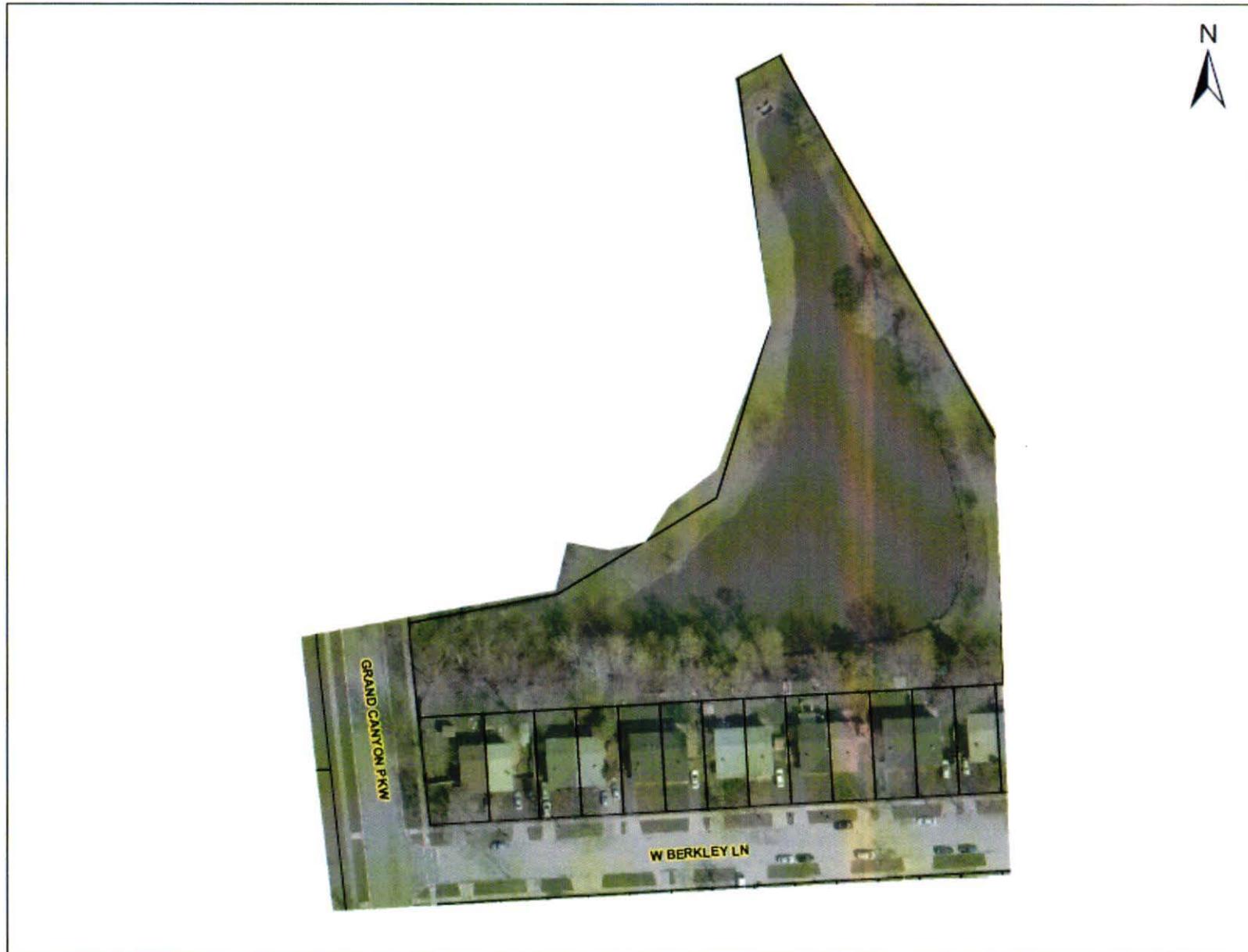
Site C18
Bode and Grand Canyon



Site C19 Spring Mill Dr
W Berkley to Alcoa Ln



Site #C20 Grand Canyon Retention



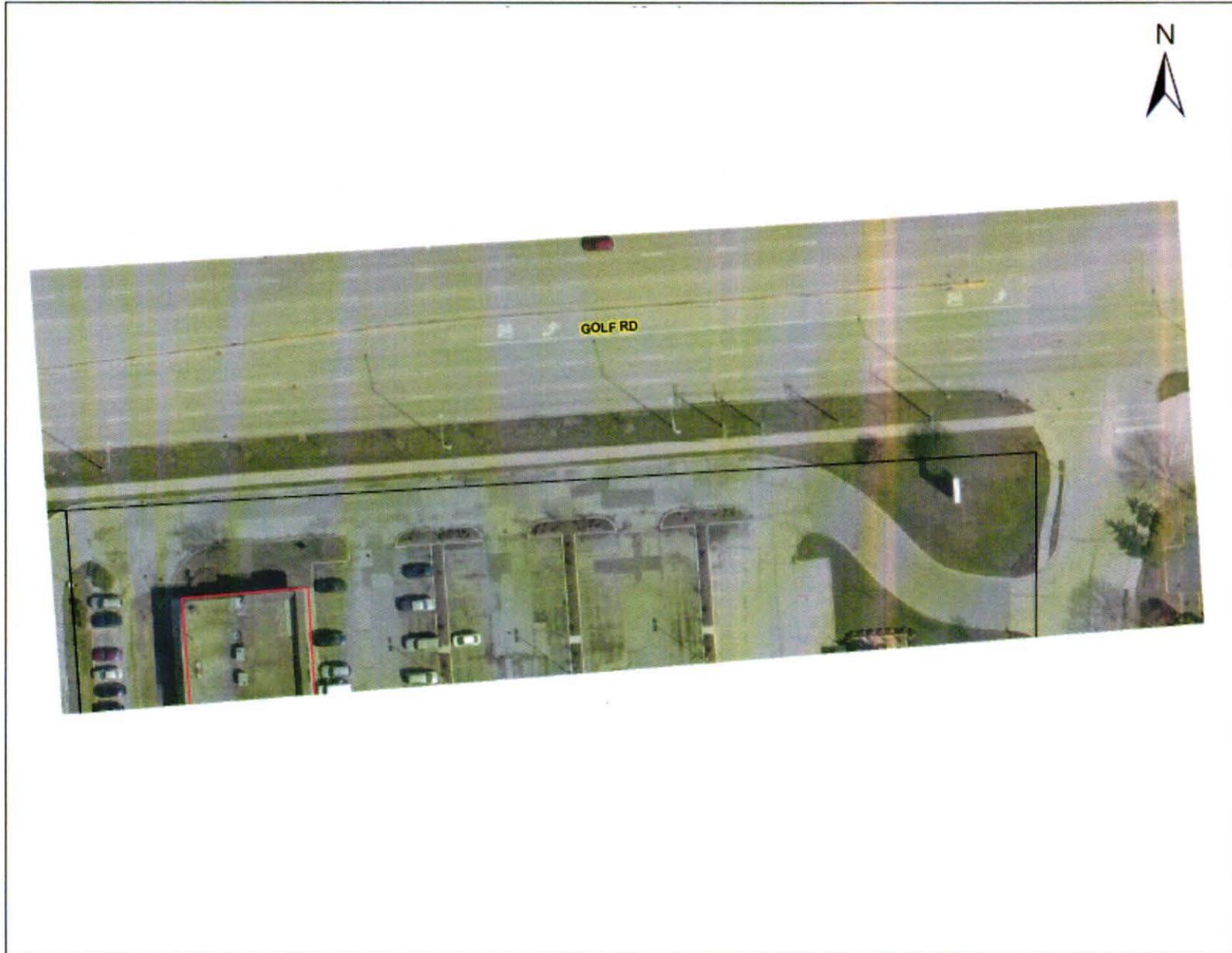
Site #C21 Bode Rd S curve ROW



Site #C22 (Place holder)

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Site #C23 Golf Rd ROW @ Hoffman Center



Site #C24 Bode Rd (South Side) Western St to Bode Cir



Date: 12/3/2014

Site #C25 Hassell and Jones ROW

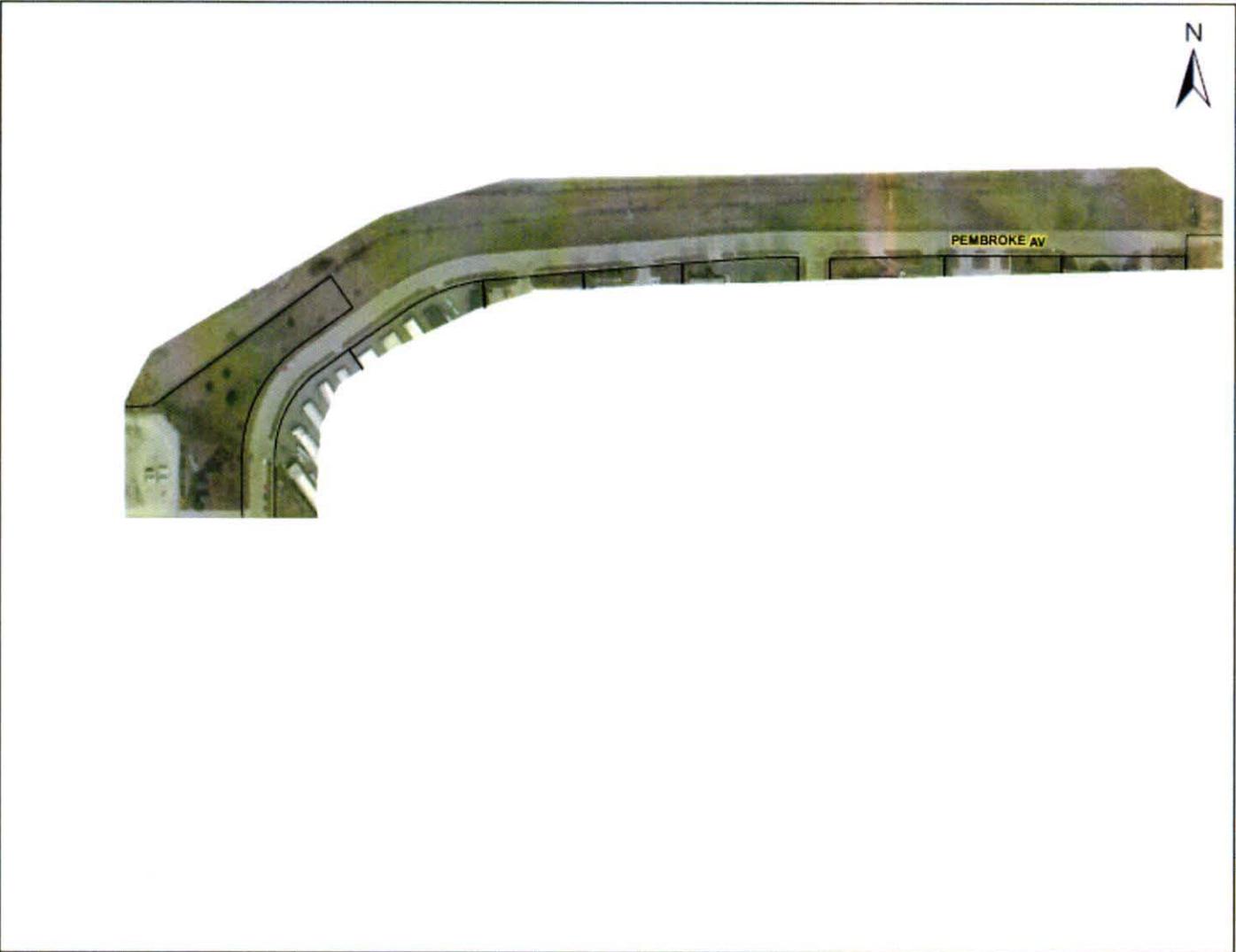
Site C25
Hassell and Jones ROW



Site C25
Hassell and Jones ROW



Site #C26 Pembroke Ave & Hassell Rd ROW's

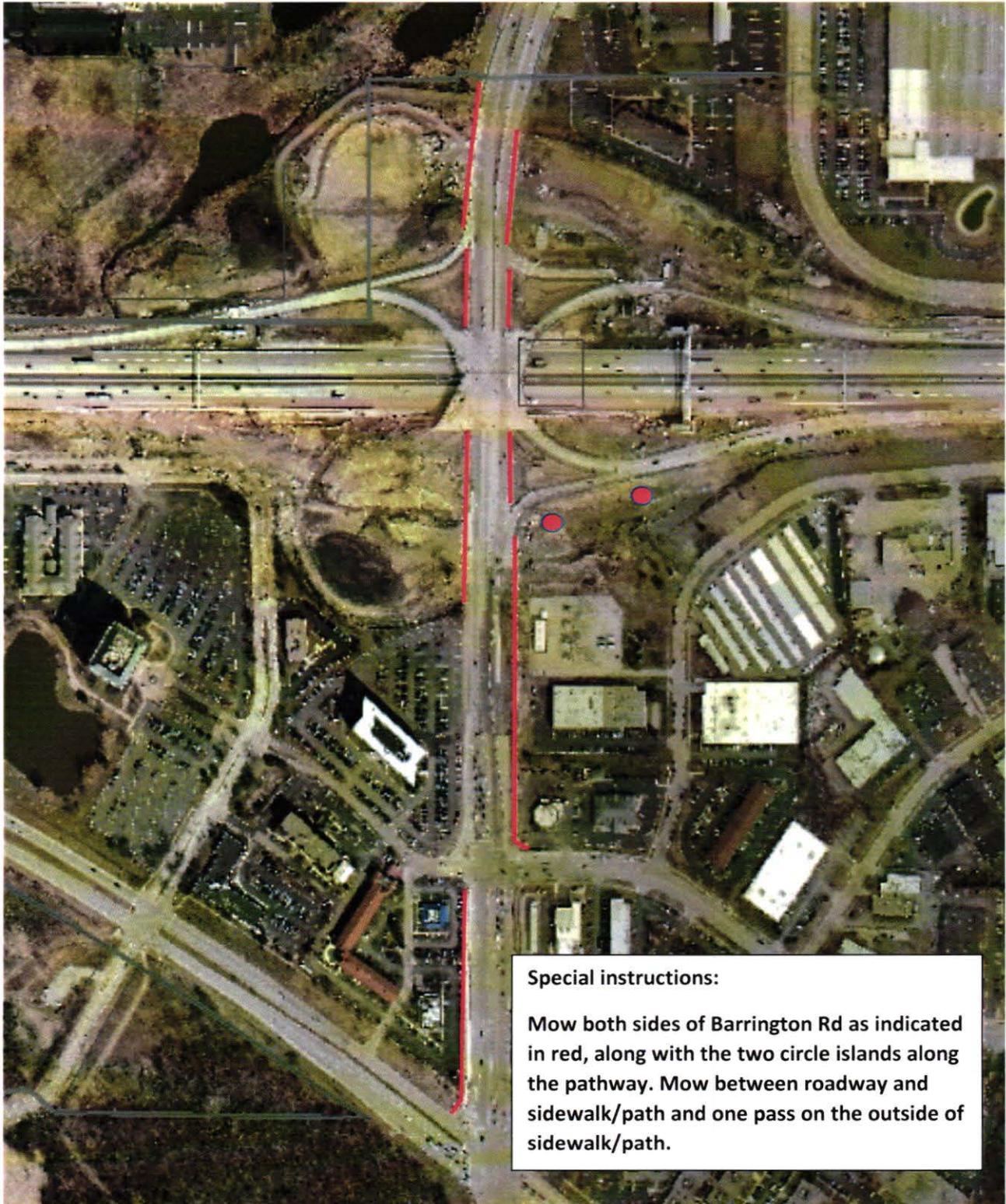


Site #C27 (75-85) Golf Rd



Date: 12/10/2014

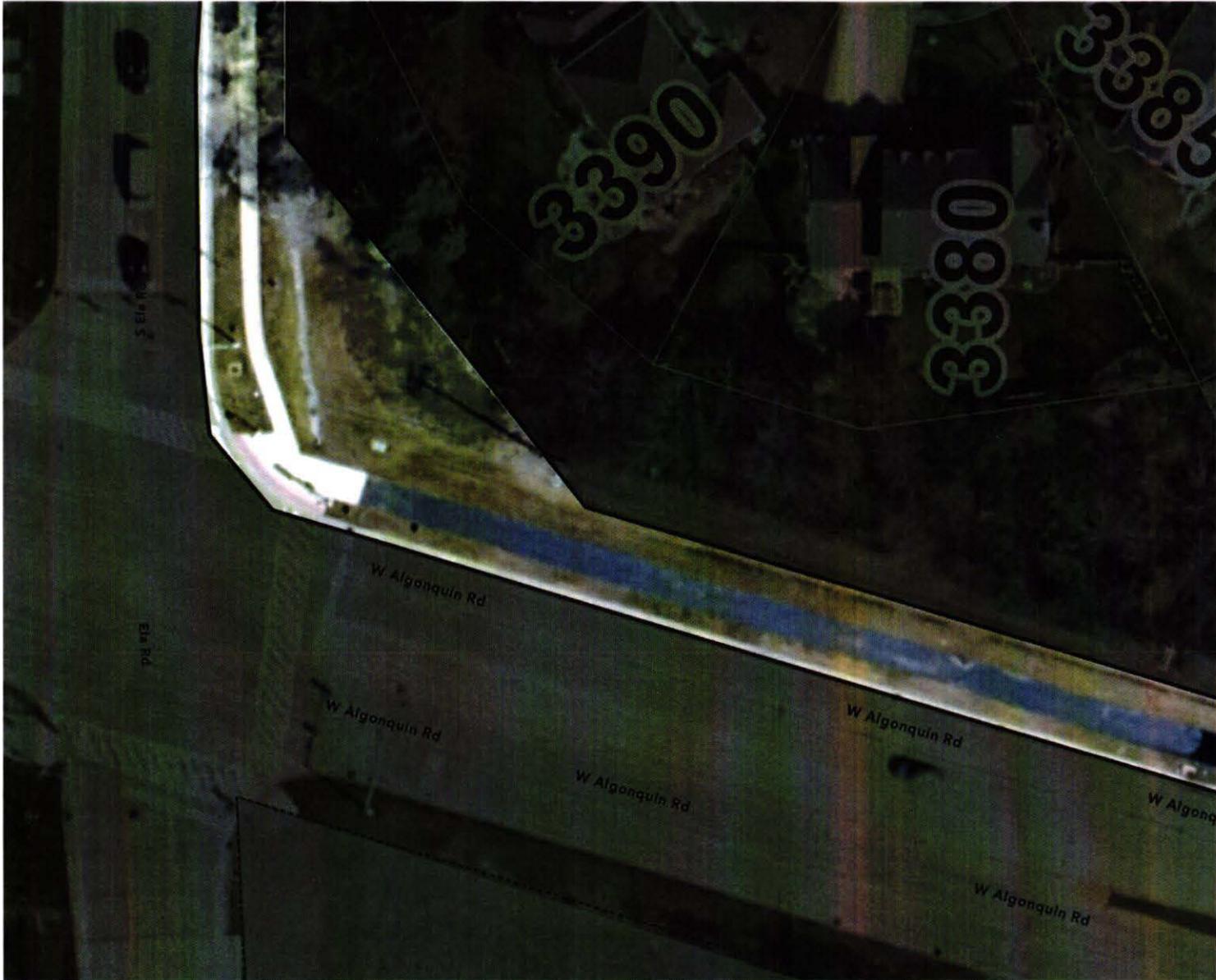
Site #C28 Barrington Rd (Tollway ROW)



Site #C29 (Place holder)

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**Site #C30 Rt 62 and Ela Rd
(NE c/o)**

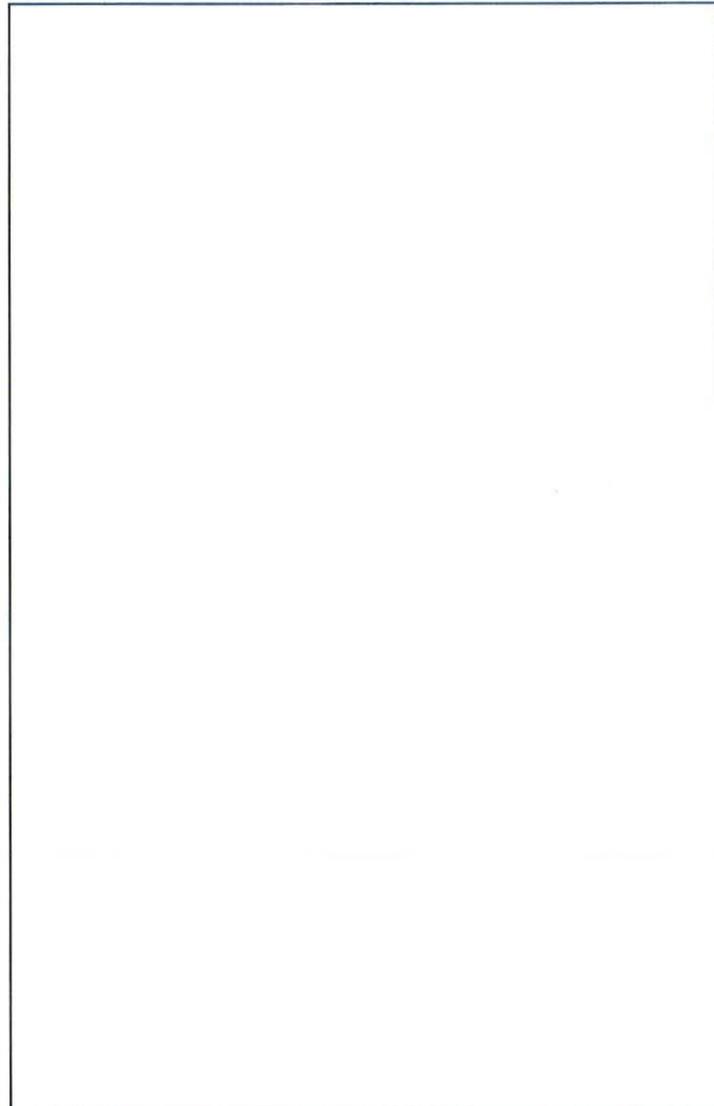
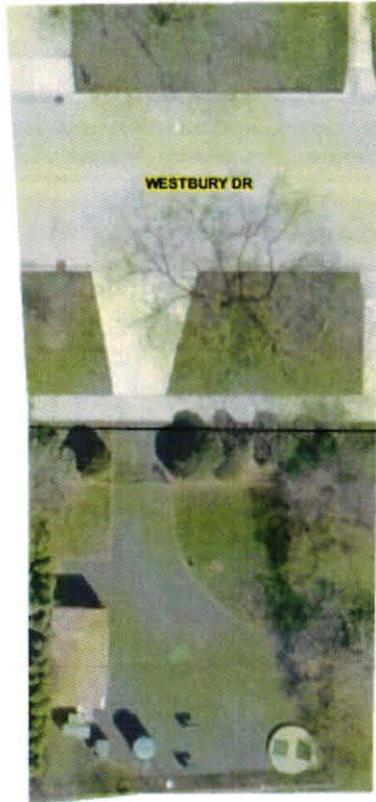


Site #31,32,33 & 34 (Place holder)

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Site #C35 1101 Westbury Dr (Lift #9)

Site #C35 1101 Westbury Dr
Lift station 9



Site #36 (Place holder)

INTENTIONALLY LEFT BLANK

Site #C37 Westbury Field (Just west of the fire station)



Date: 12/8/2014

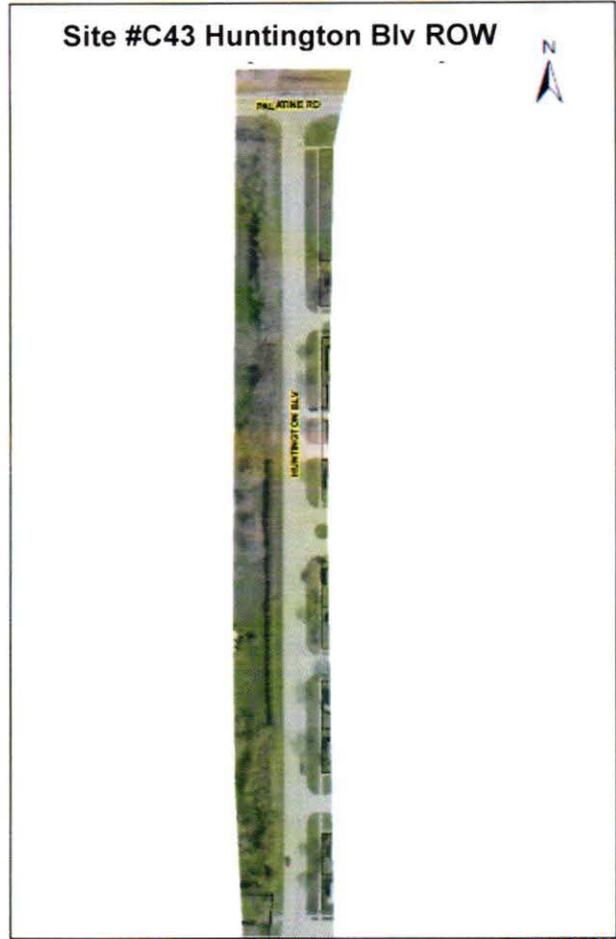
Site #38,39 & 40 (Place holder)

INTENTIONALLY LEFT BLANK

Site #C41 Olmstead Dr ROW

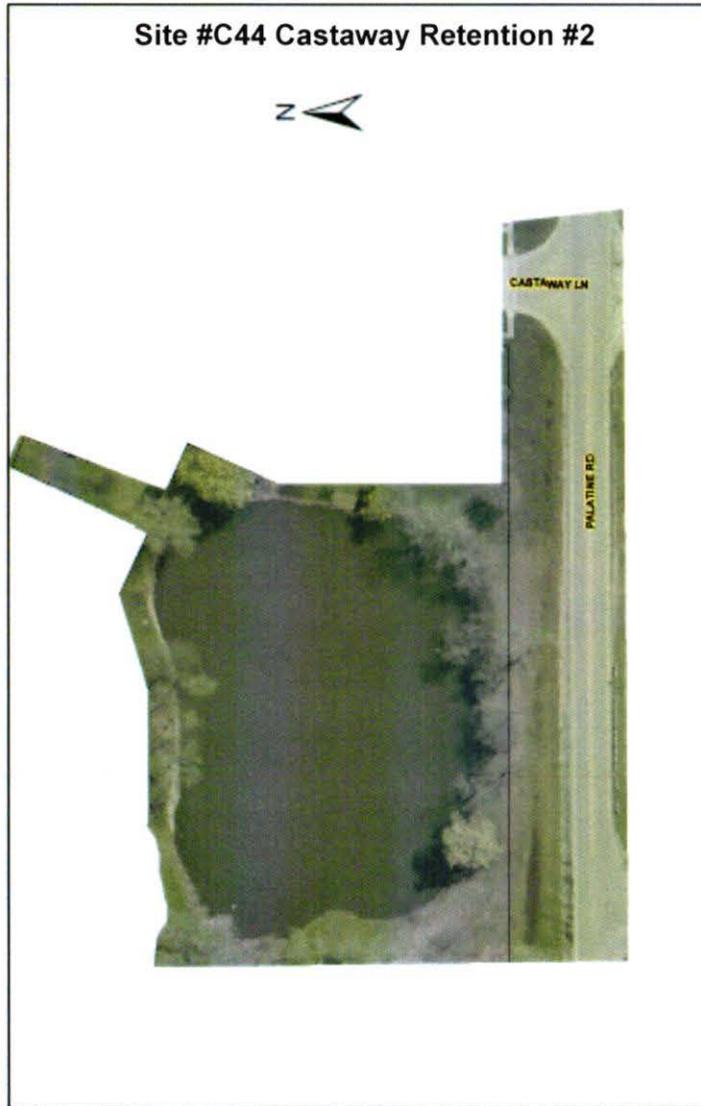


Site #C42 Castaway Detention #1 Site #C43 Huntington Blvd ROW @ Palatine Rd



Site #C44 Castaway Retention #2

Site #C45 Essington Retention

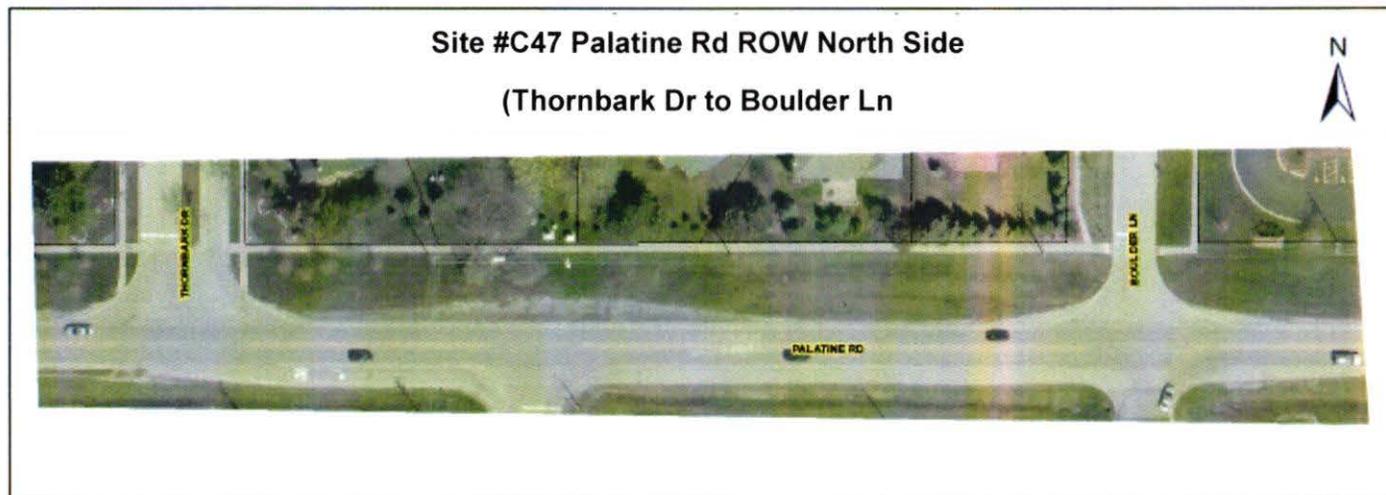


Site #C46 Palatine Rd ROW South side

(Thornbark to Olmstead Dr)

Site #C47 Palatine Rd ROW North Side

Thornbark to Boulder

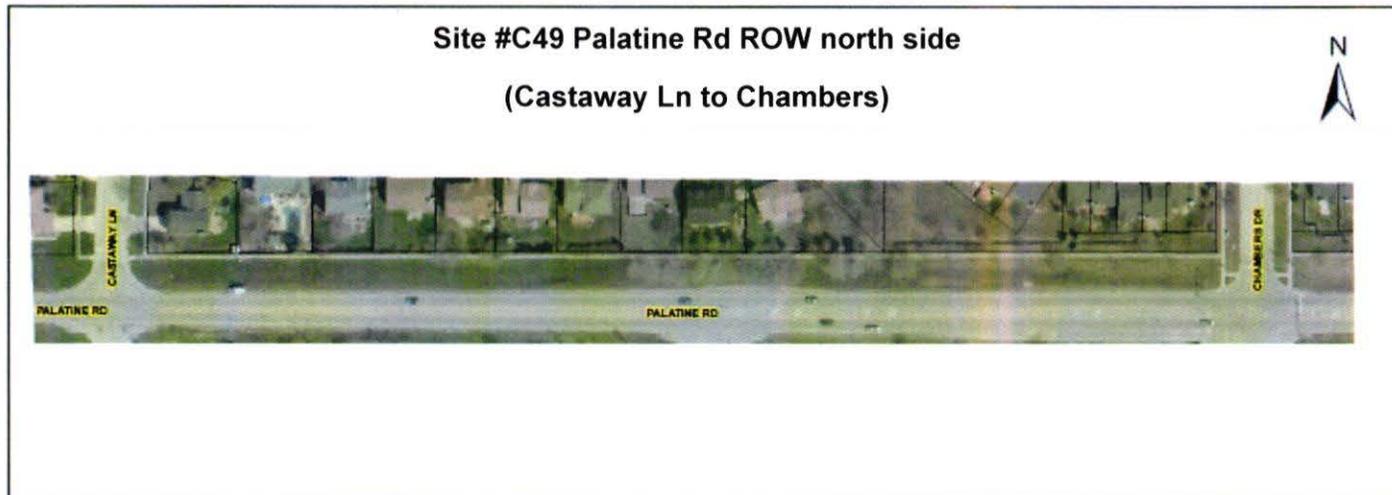
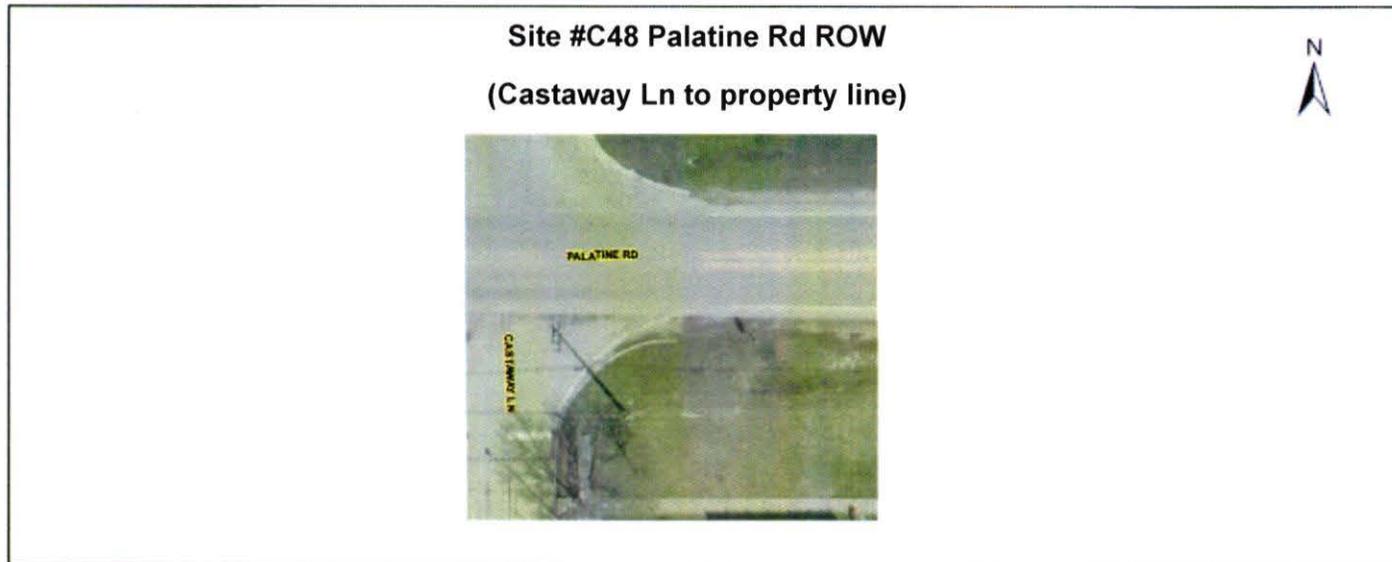


Site #C48 Palatine Rd ROW

(Castaway Ln to property line)

Site #C49 Palatine Rd ROW North Side

(Castaway Ln to Chambers Dr)



Site #C50 Huntington Blvd

(Mundhank to Lakewood Blvd section 1 of 2)

(Lakewood Blvd to Central Rd section 2 of 2)

Mundhank to Lakewood Blvd

Section 1 of 2



Lakewood Blvd to Central Rd

Section 2 of 2



Site #C60 Beverly Rd ROW West side



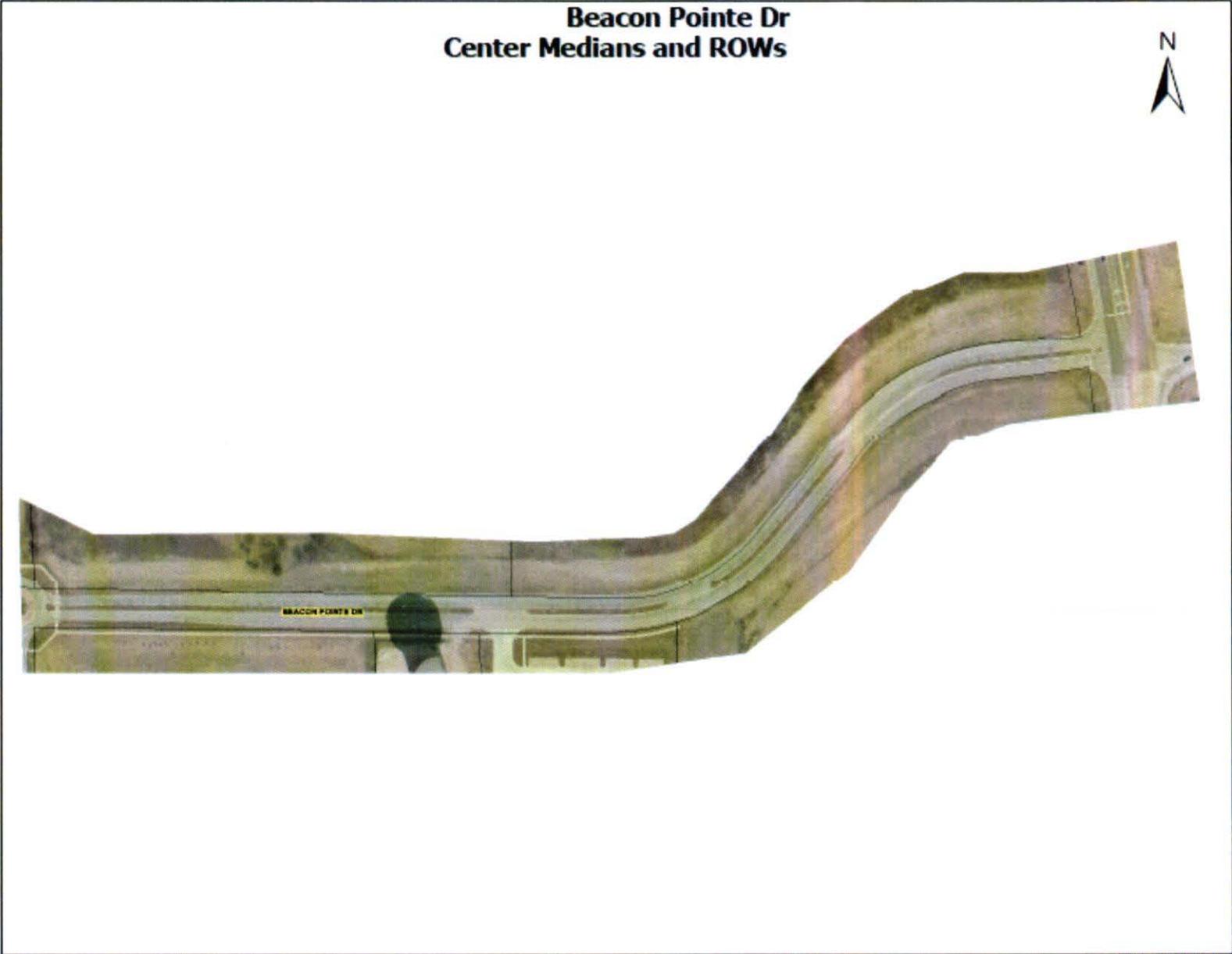
Site #C61 Beverly Rd Center Medians and ROW



Site #62 (Place holder)

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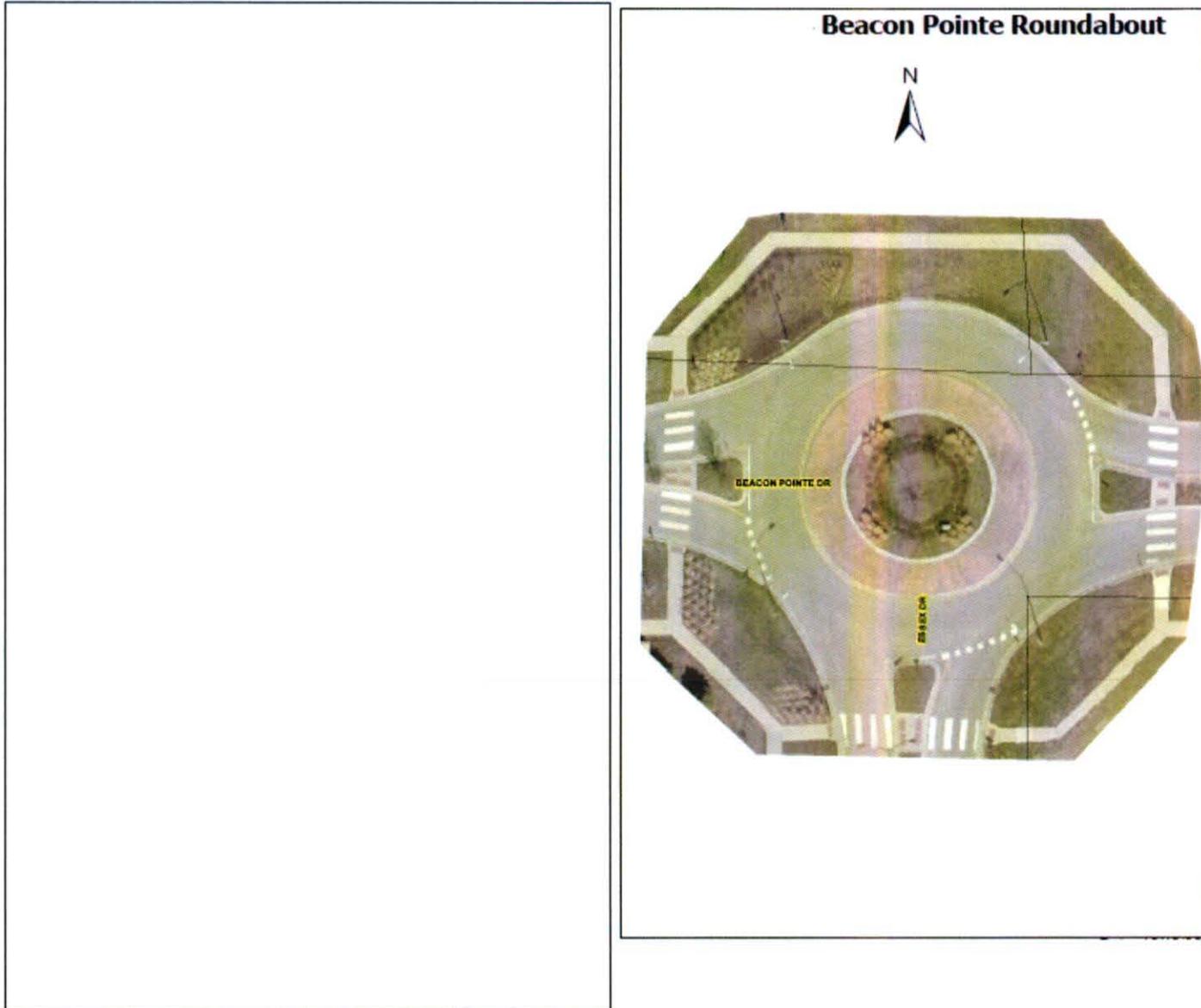
Site #C63 Beacon Pointe Dr Center medians and ROWs



Site #64 (Place holder)

INTENTIONALLY LEFT BLANK

Site #65 Beacon Pointe Roundabout



Site #C66 Essex Dr Medians (North of Shoe Factory)



Date: 12/9/2014

Site #C67 Rohrssen Rd ROW Golf to Shoefactory Rd



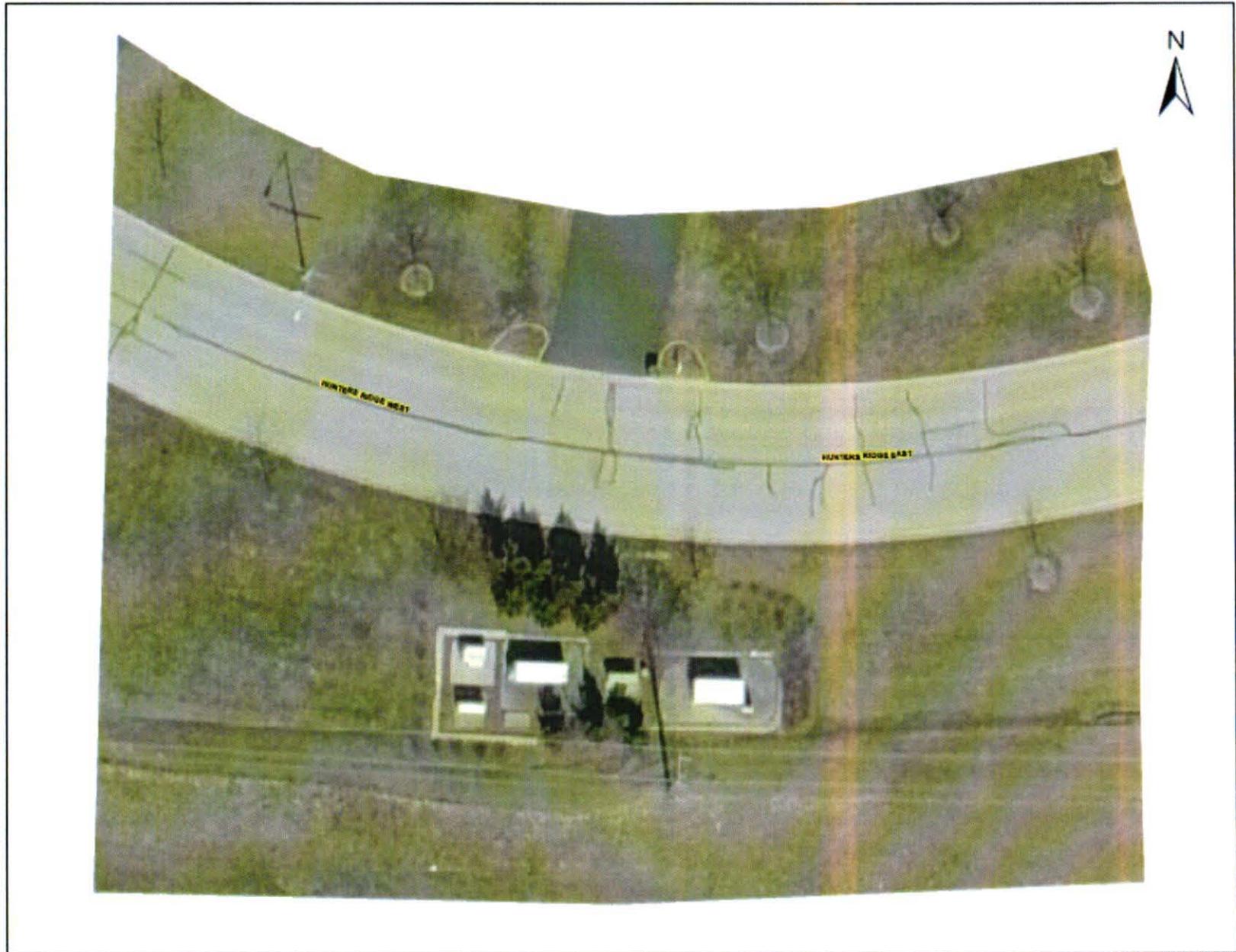
Date: 5/28/2015

Site #C68 Liftstation 20 5400 Golf Rd

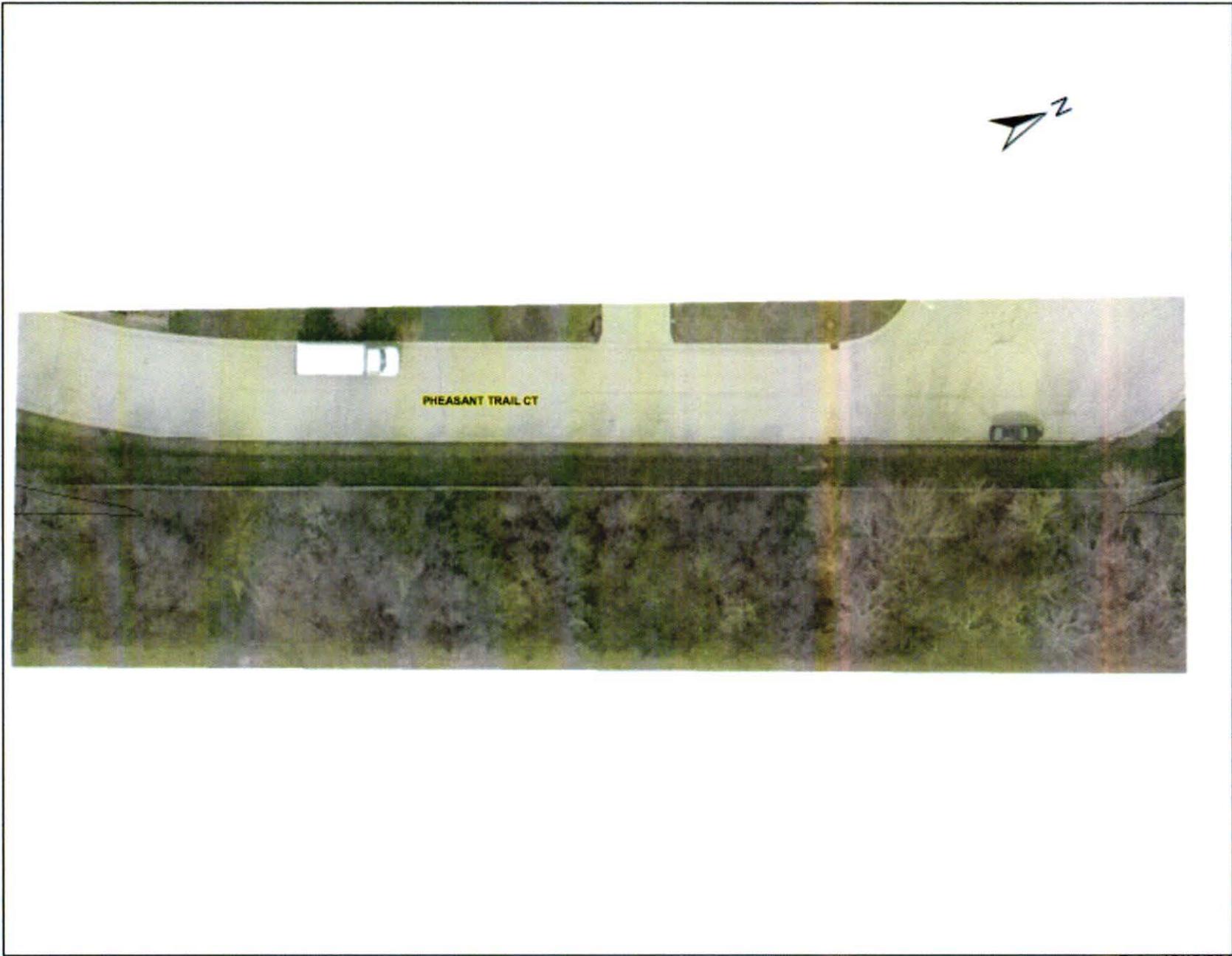


Date: 12/10/2014

Site #C69 Hunters Ridge ROW



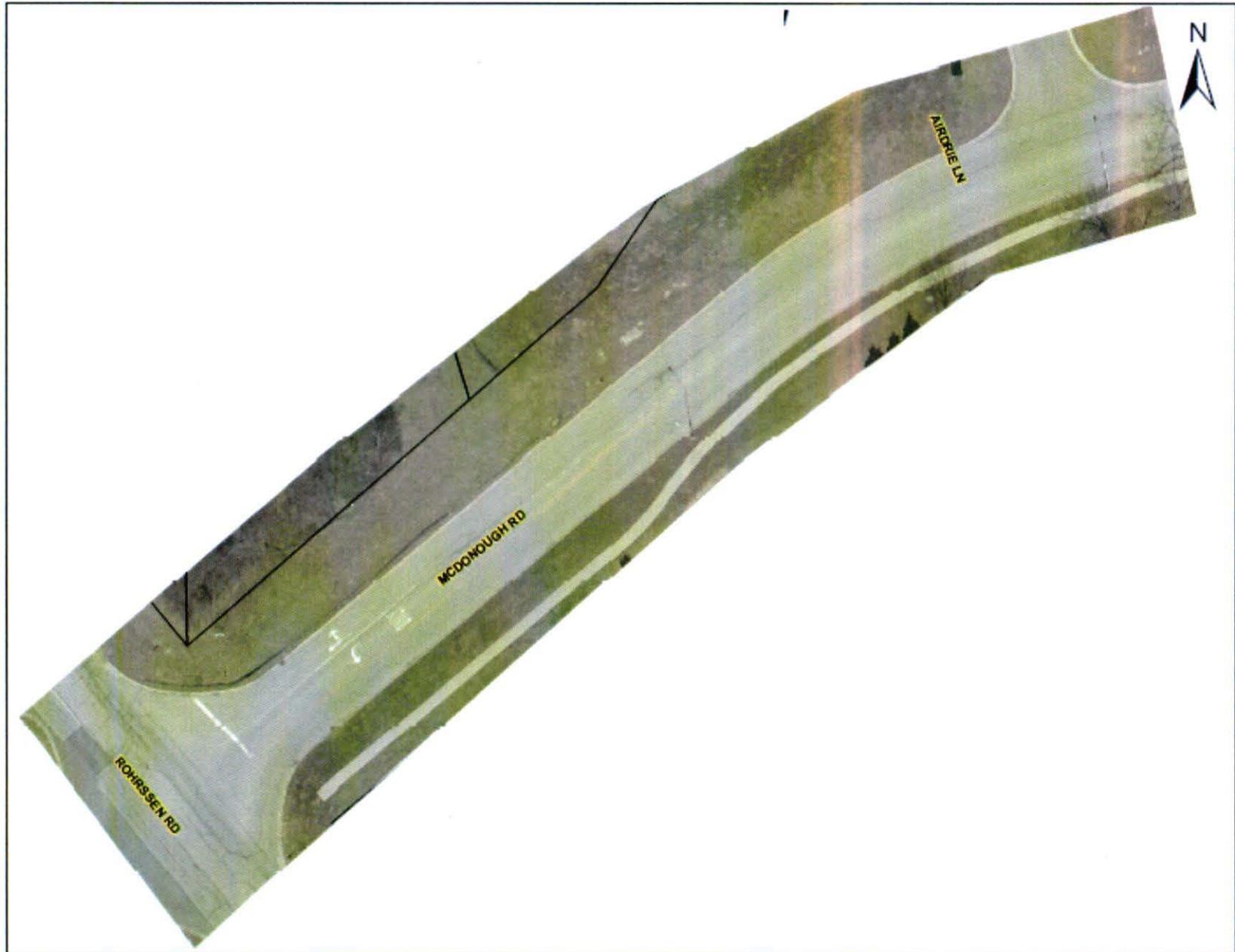
Site #C70 Pleasant Trl ROW



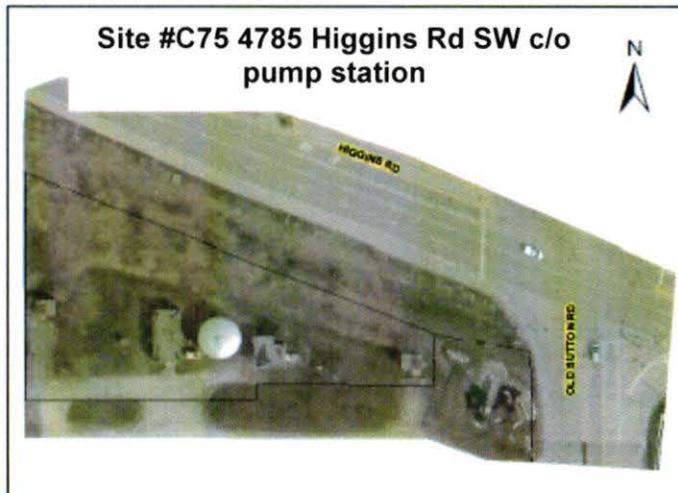
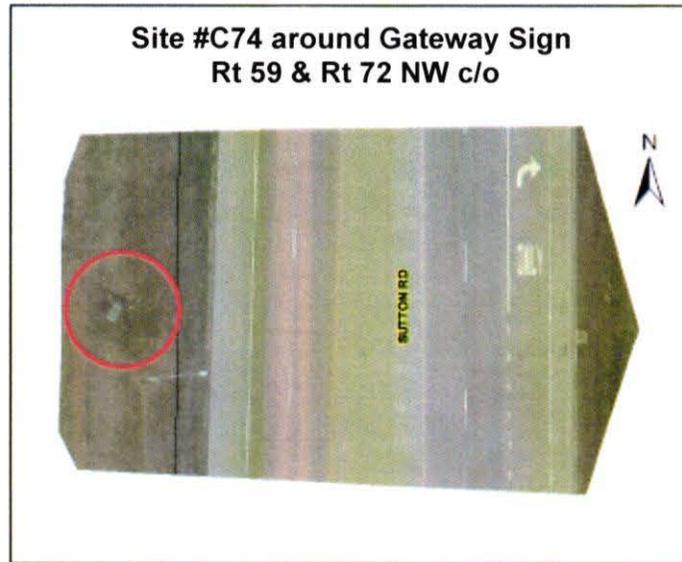
Site #C71 McDonough Rd ROW



Site #C72 McDonough ROW @ Rohrssen Rd

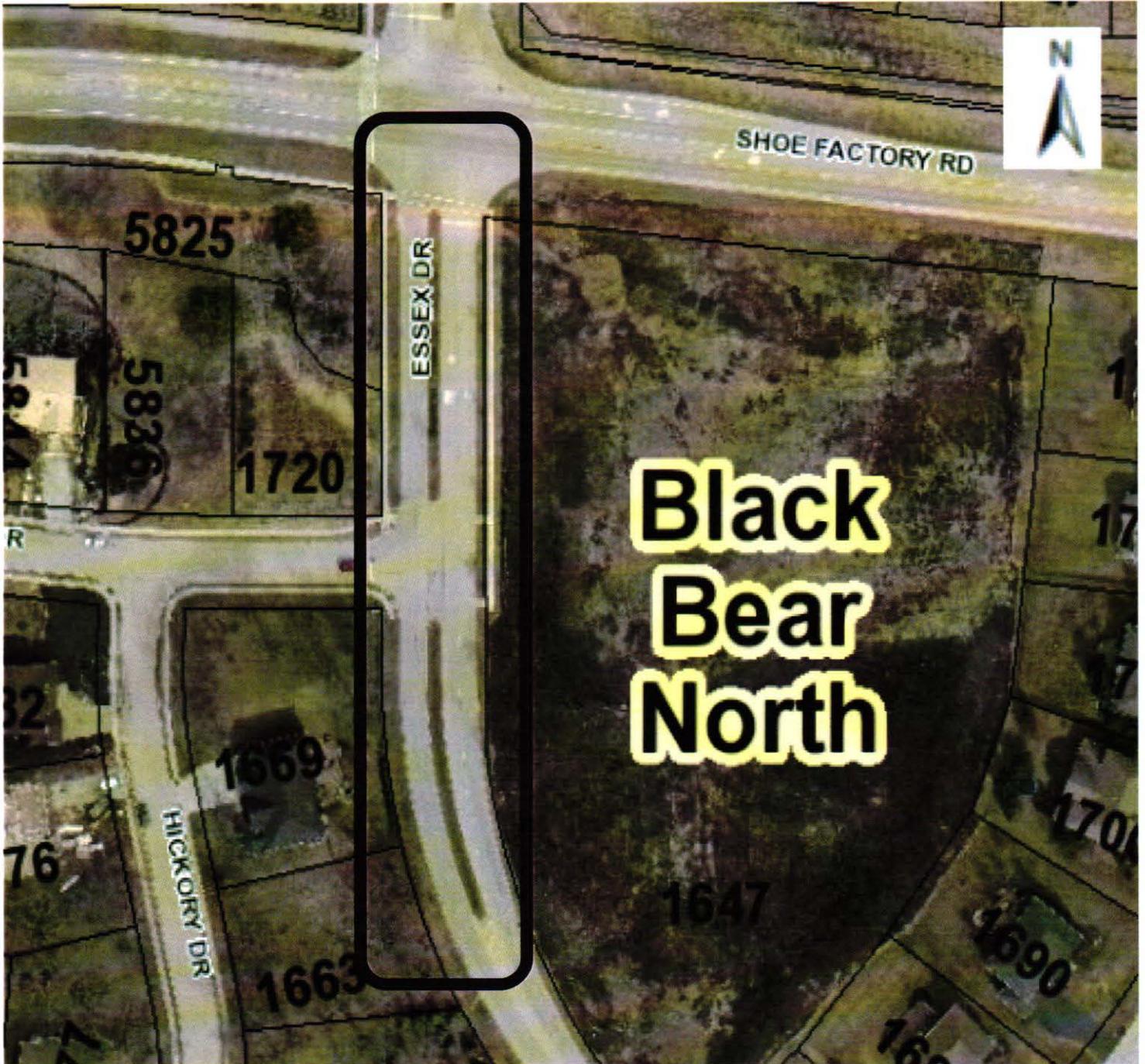


Site #C73 University Liftstation 21 (Maureen Dr)
Site #C74 Around Gateway Sign Rt 59 & Rt 72 NW c/o
Site #C75 4785 Higgins Rd SW c/o pump station
Site #C76 2364 Higgins Rd Lift station 11



Site #C77 Essex Dr

(Center Medians South of Shoe Factory Dr)



Site #C78 Prairie Stone Pkwy (Landscape maintenance only)



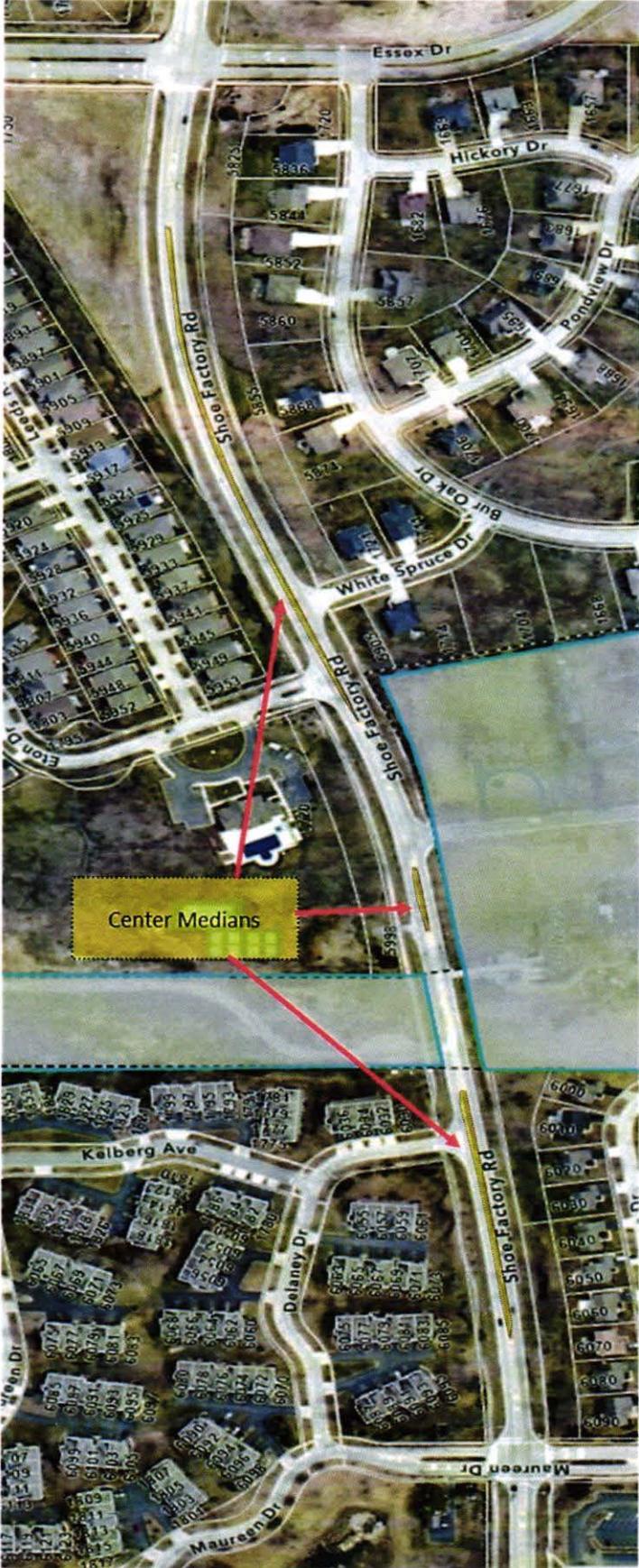
Site #C79 Hoffman Blvd (Landscape maintenance only)



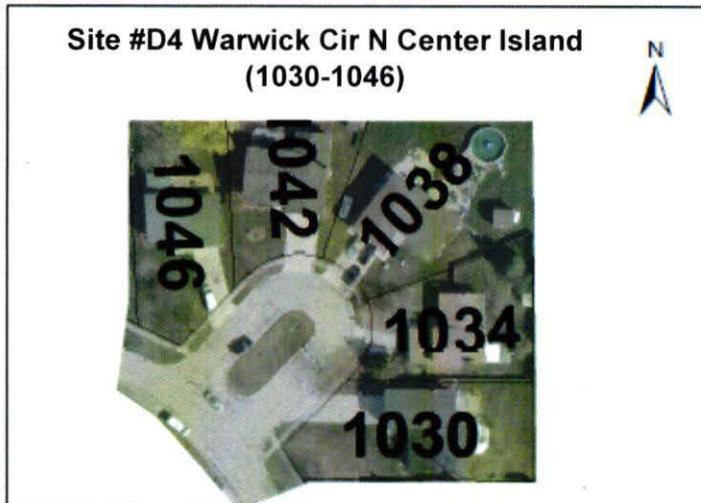
Site #C80 Beverly Rd ROW. N/W Corner of Beverly & Shoe Factory Rd



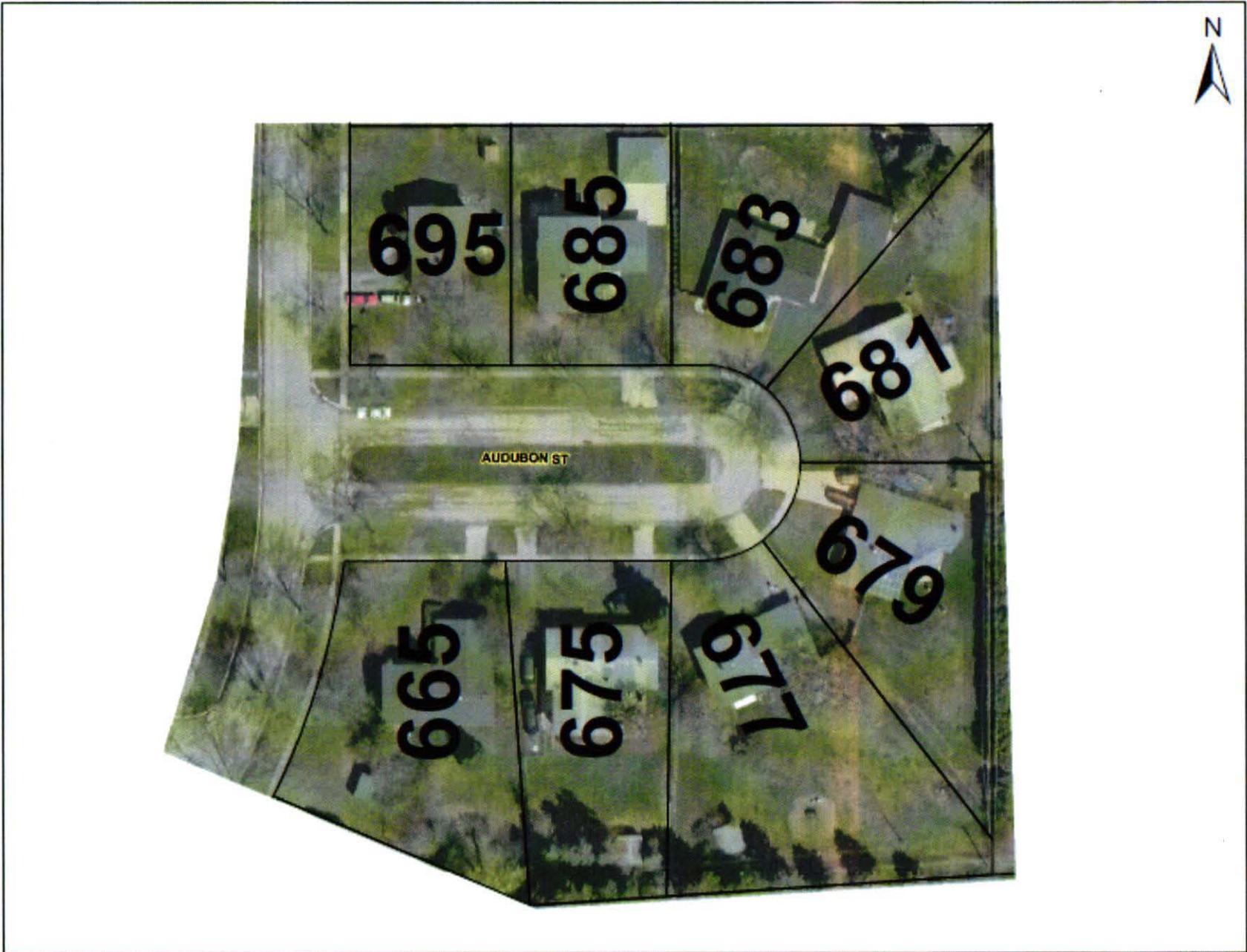
Site #C81 Shoe Factory Center Medians (Between Essex Dr and Maureen Dr)



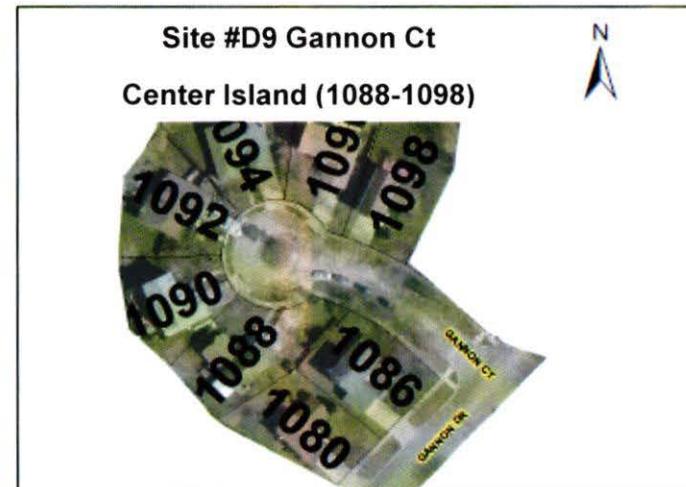
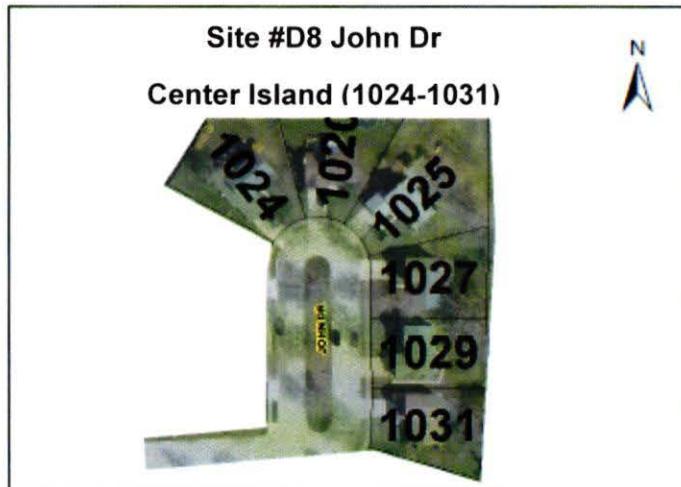
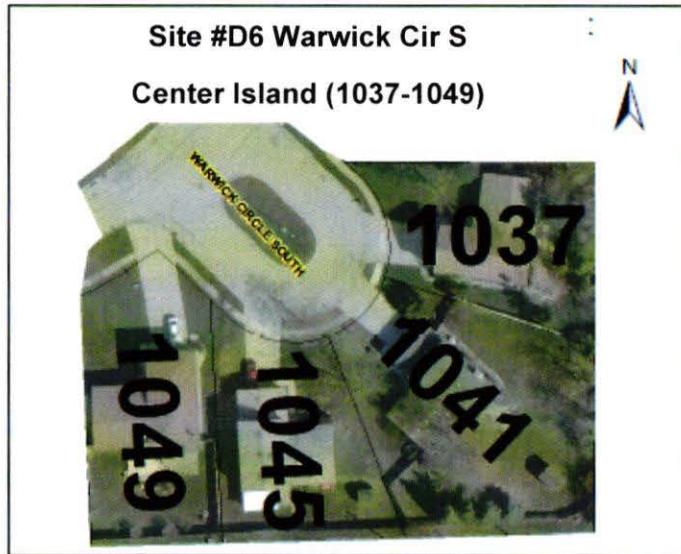
Site #D1 Orange Ln
Site #D2 Flagstaff Ln
Site #D4 Warwick Cir N
Site #D5 Warwick Cir N



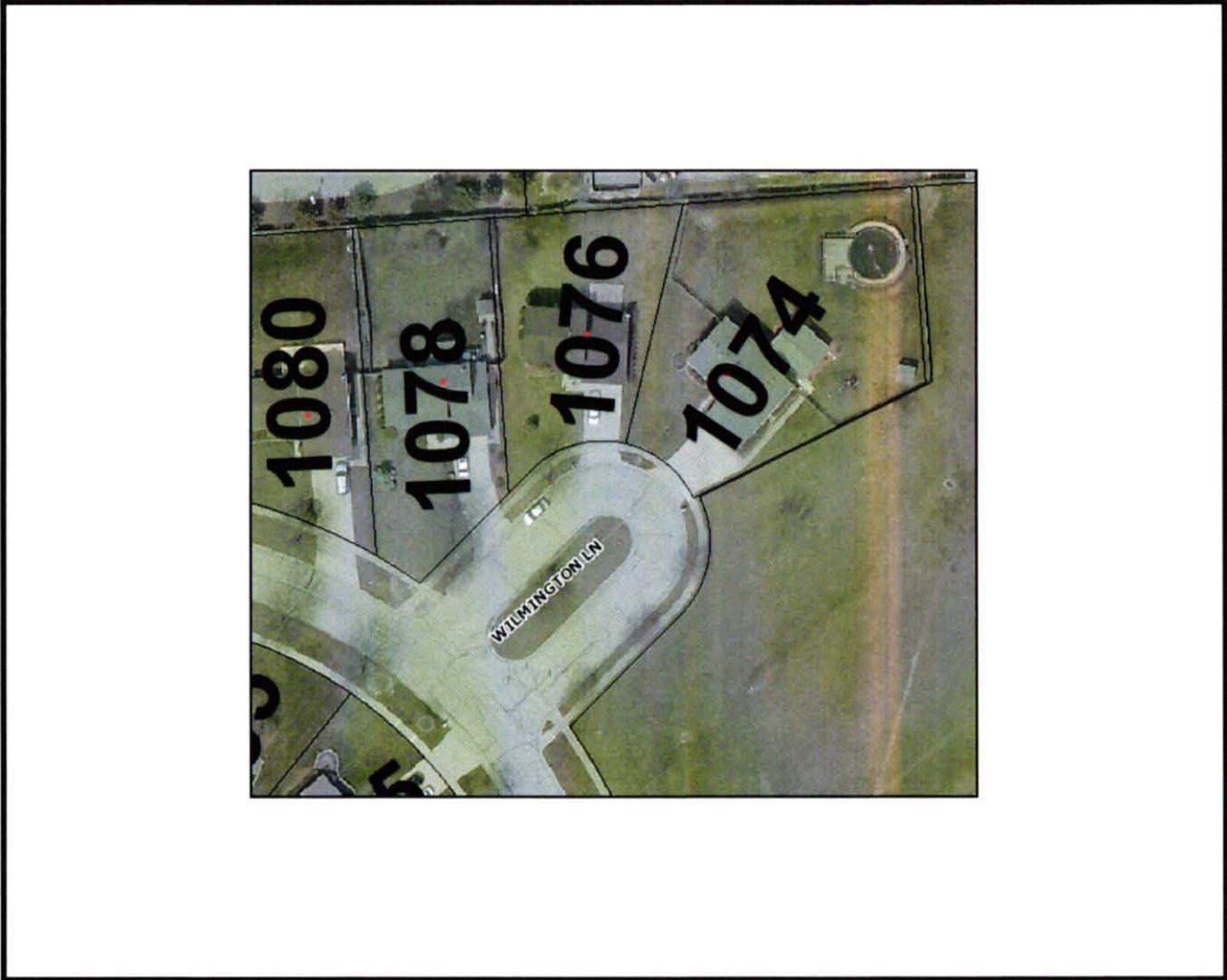
Site #D3 Audubon St (665-685)



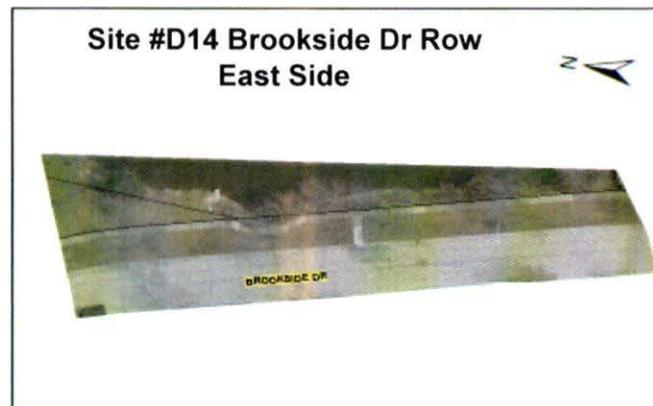
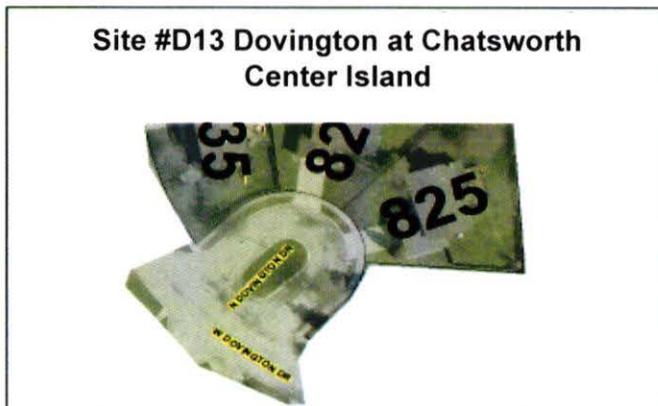
Site #D6 Warwick Cir S
Site #D7 Worthington Dr (1066-1080)
Site #D8 John Dr (1024-1031)
Site #D9 Gannon Ct (1088-1098)



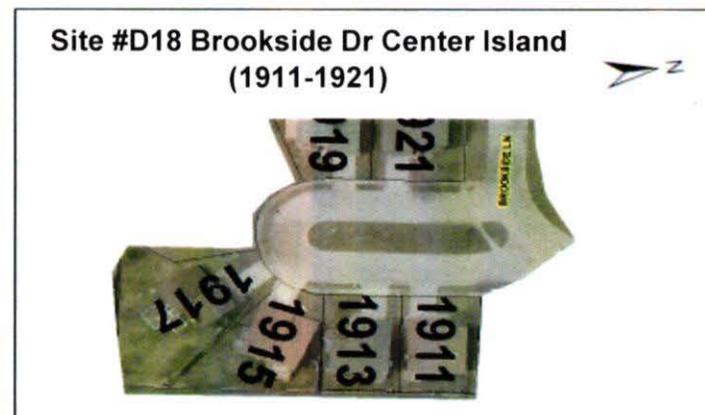
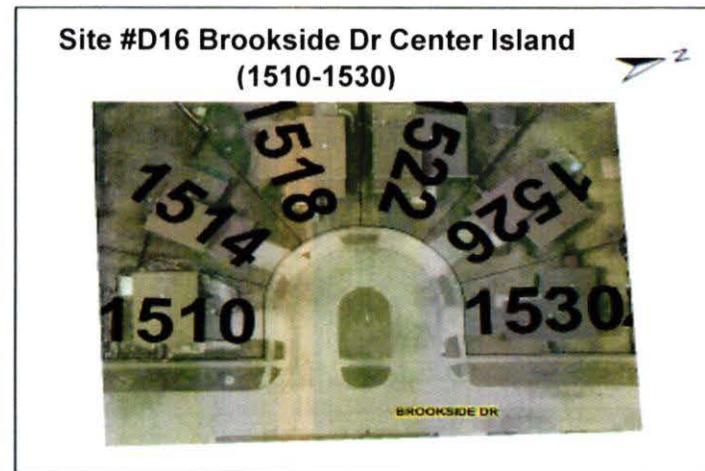
Site #D10 Wilmington Center island (1074-1078)



Site #D11 Dexter Ln Center Island (930-948)
Site #D12 Darlington Cir Center Island (1145-1230)
Site #D13 Dovington Dr at Chatsworth Center Island
Site #D14 Brookside Dr ROW East Side



- Site #D15 Brookside Dr Center Island (1474-1500)
- Site #D16 Brookside Dr Center Island (1510-1530)
- Site #D17 Brookside Dr Center Island (1583-1593)
- Site #D18 Brookside Dr Center Island (1911-1921)

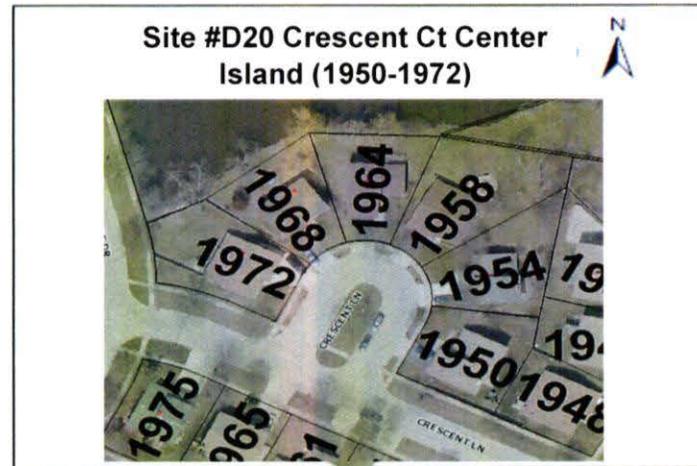
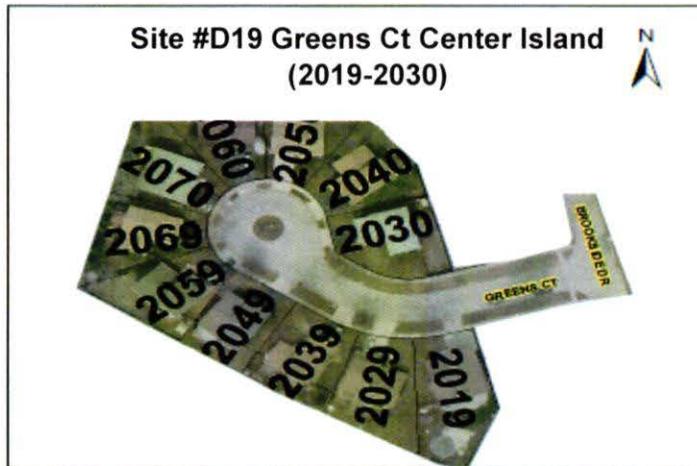


Site #D19 Greens Ct Center Island

Site #D20 Crescent Ct Center Island (1950-1972)

Site #D22 Glen Lake Rd Ct Center Island (1701-1709)

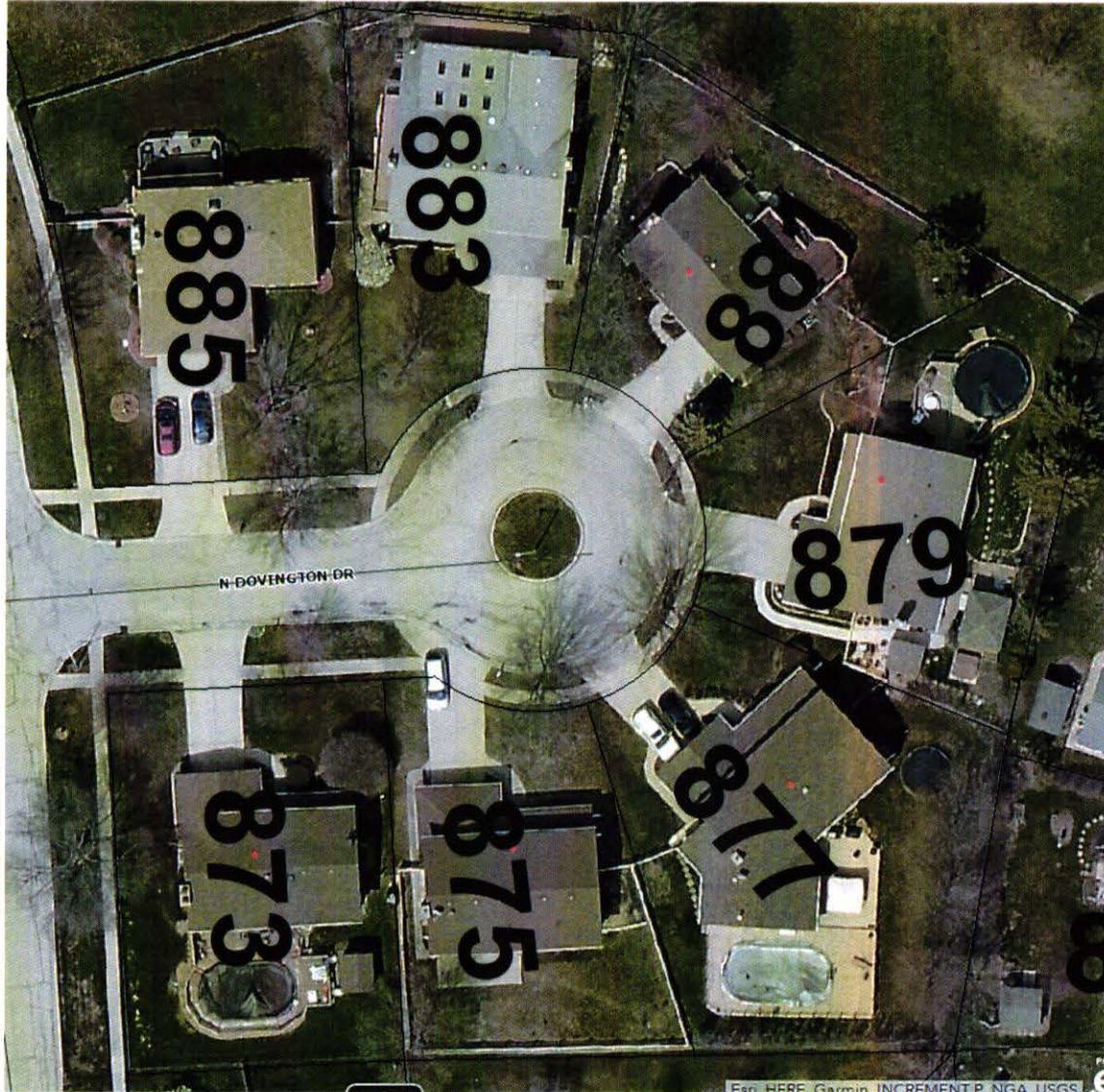
Site #D30 Port Arthur Ct Center Island (1465-1475)



Site #D21 Huttner Ct (2021-2020)



**Site #D23 Dovington Dr N (873-885)
Center Island**



**Site #D24 Warwick Cir N
(1061-1101)**



Site #D25 1572-1578 Brookside Ln Center island



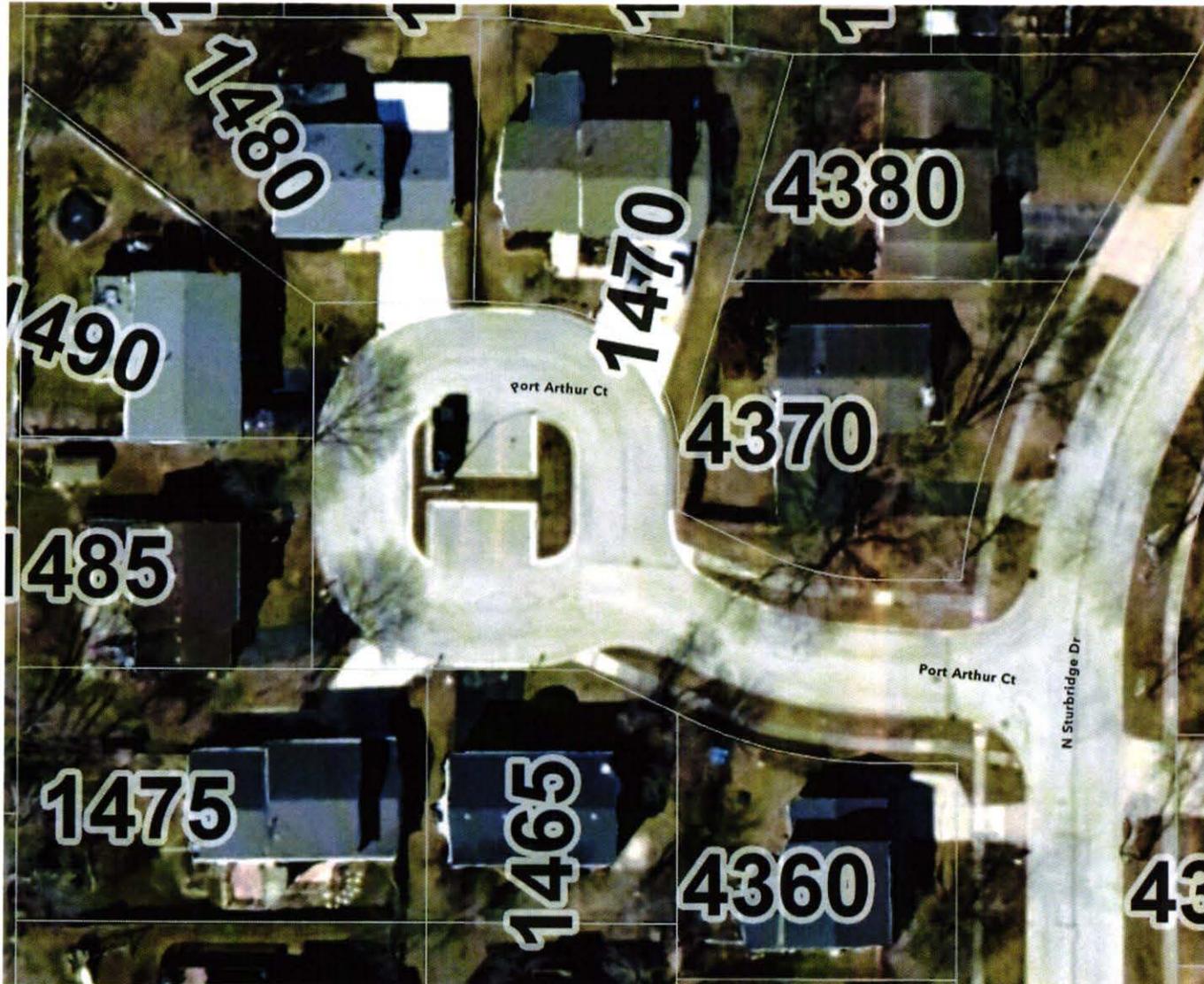
Site #D26 Audubon St (700-750)



Site #D27 Audubon St (705-755)



Site #D30 Port Arthur Ct (1470-1465)



- Site #D31 Stone Harbor Ct Center Island (1460-1475)**
- Site #D32 Gloucester Ct Center Island (1390-1395)**
- Site #D33 Rock Cove Ct Center Island (1310-1315)**
- Site #D34 Burning Bush Ln Center Island (1588-1594)**



- Site #D35 Forest Glen Dr Center Island (4330-4334)**
- Site #D36 Huntington Blvd Center Island (4611-4635)**
- Site #D37 Tarrington Dr Center Island (4853-4859)**



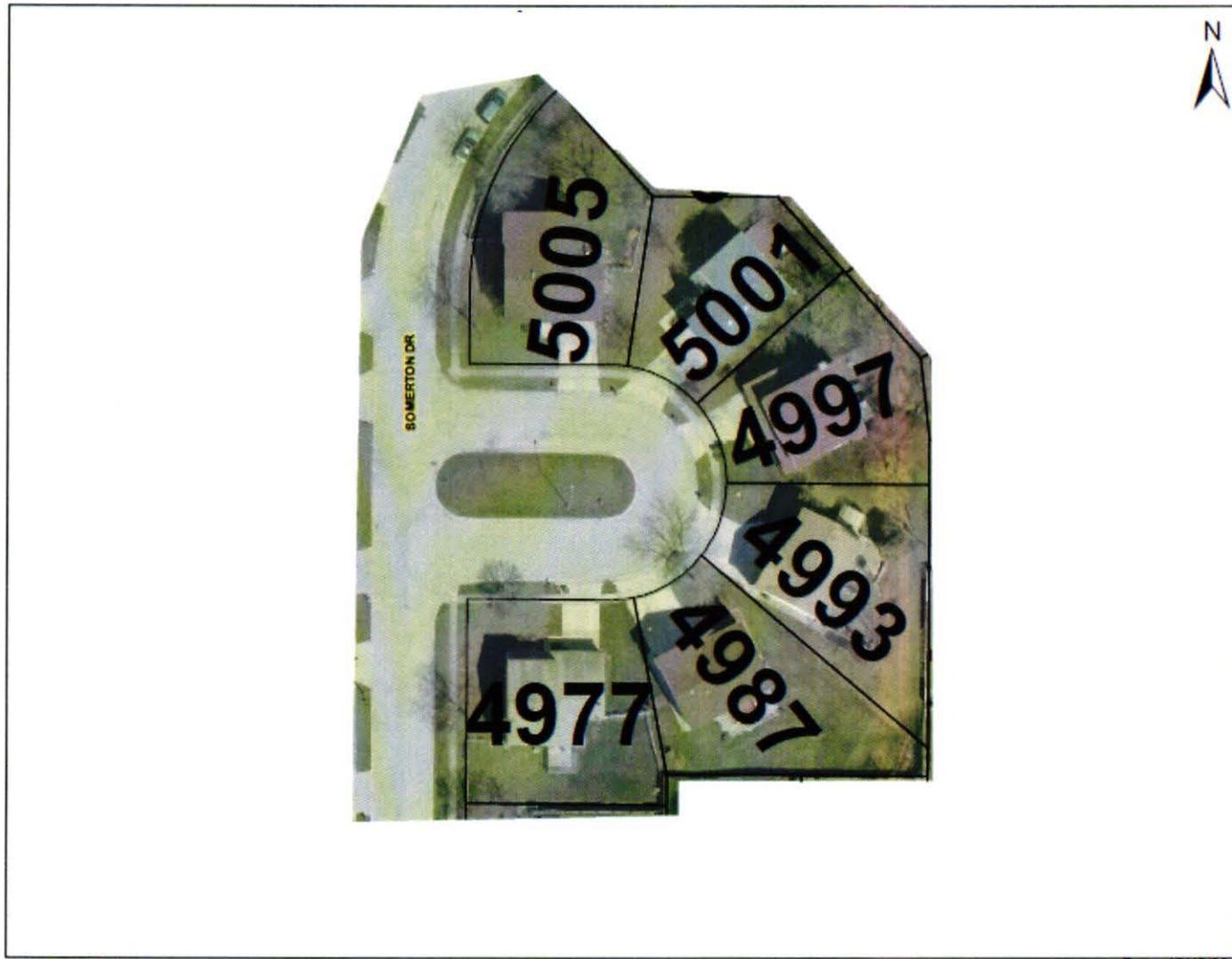
Site #D38 Trailside Ct (4436-4461)



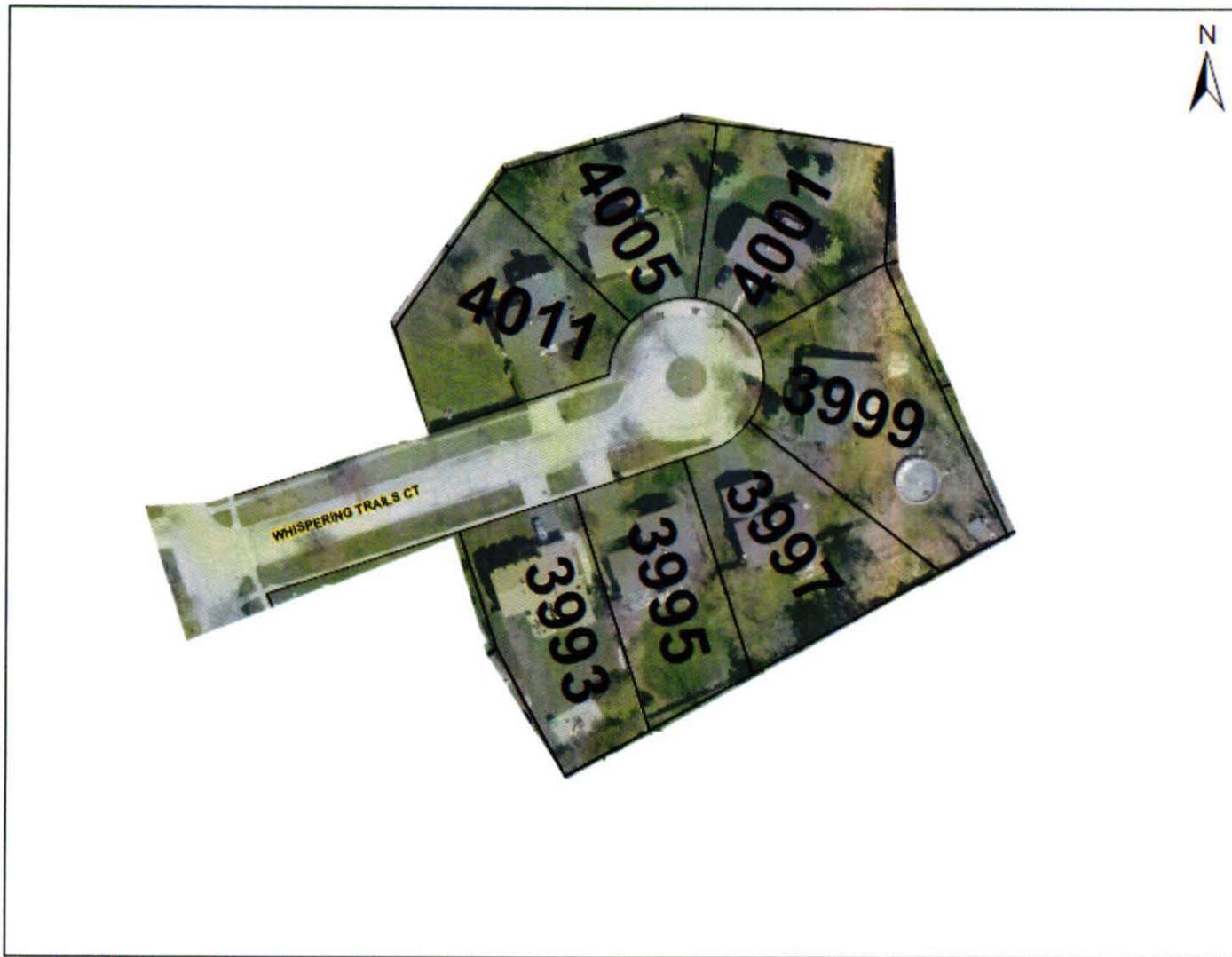
1 inch = 75 feet

Date: 12/10/2014

Site #D39 Somerton (4977-5005)



Site #D40 Whispering Trails Ct (3993-4011)



Site #D41 N Firestone Dr cul-de-sac (4170-4190)



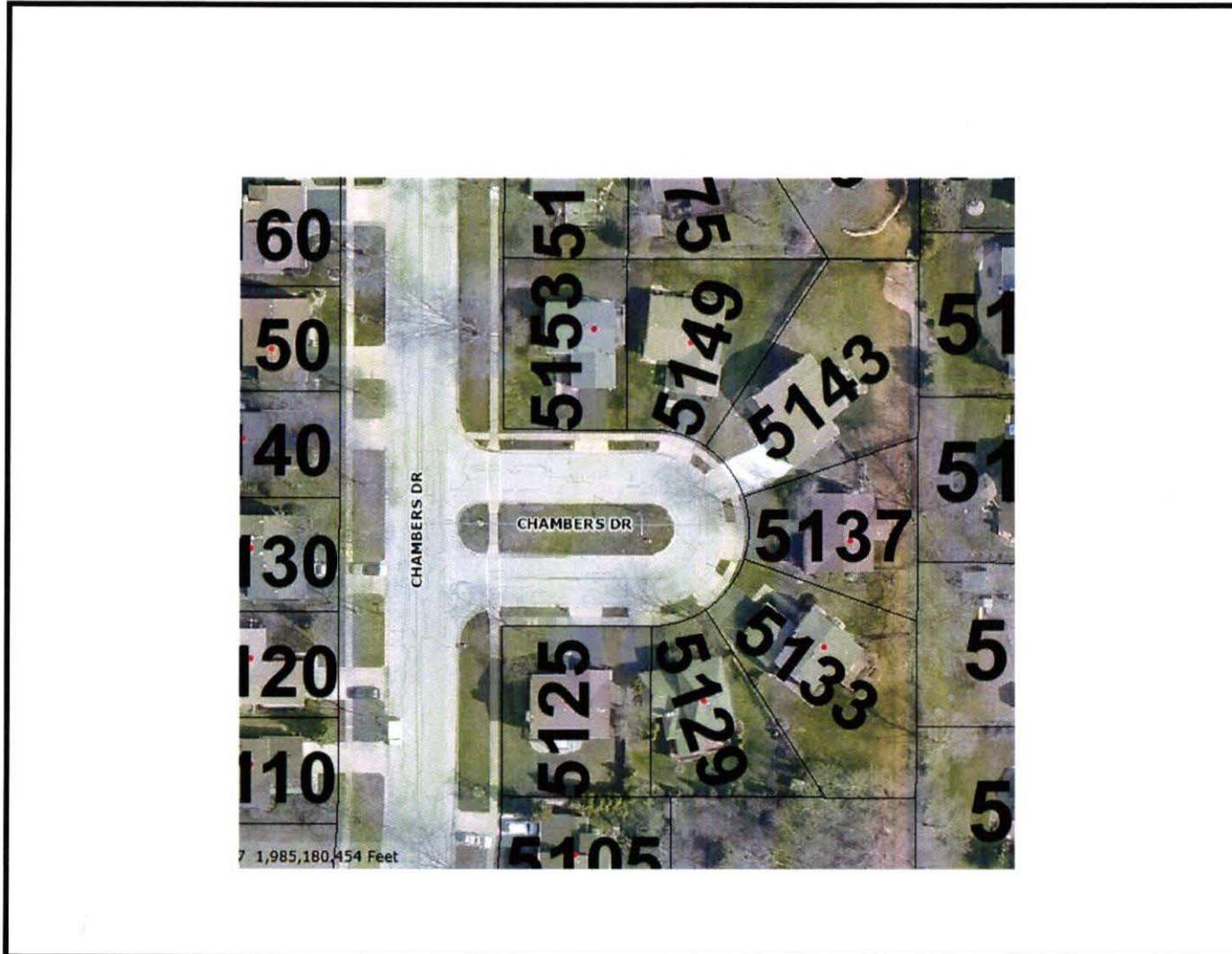
Site #D42 Dogwood Ct (1779-1805)



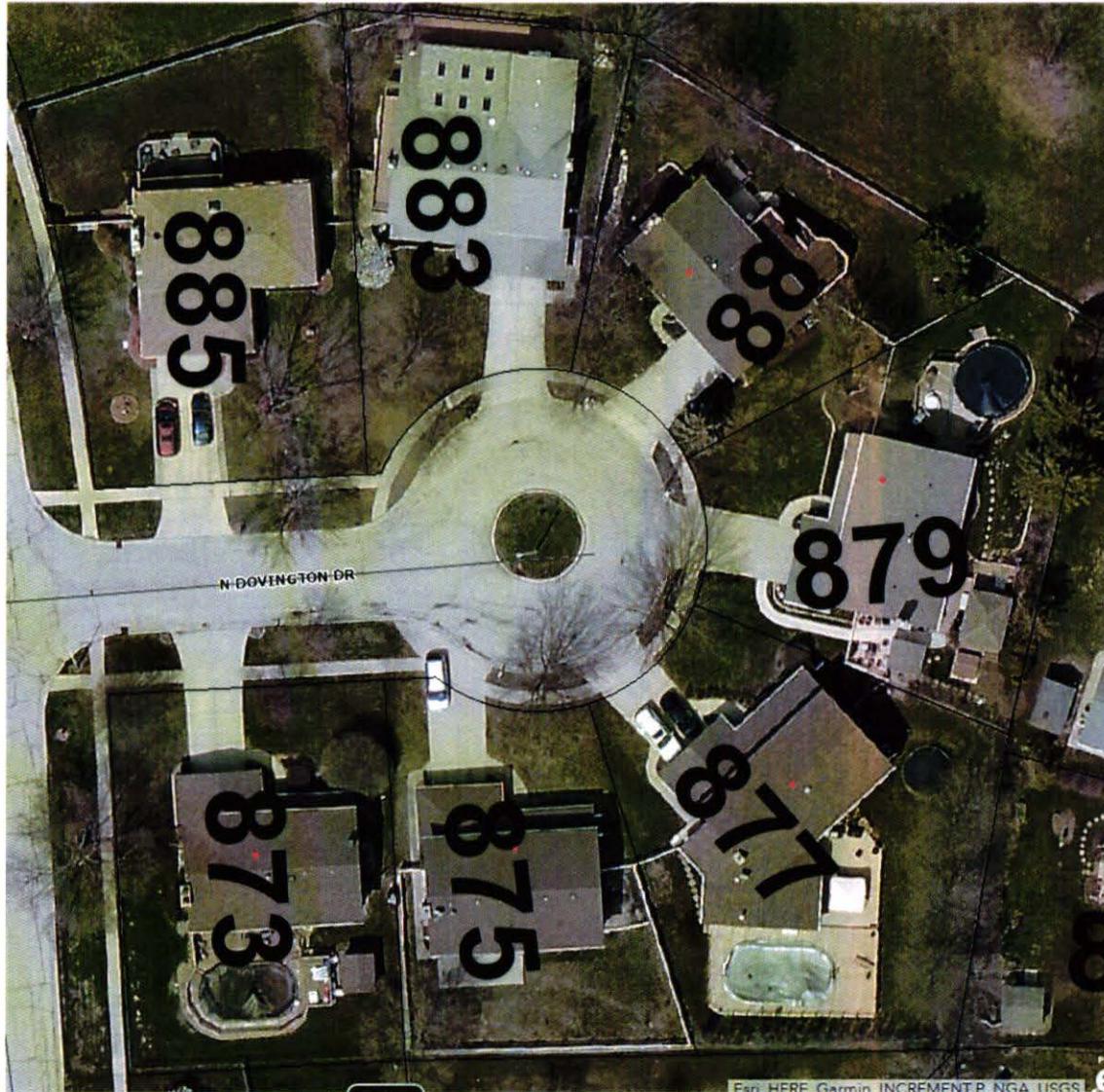
1 inch = 50 feet

Date: 12/10/2014

Site #D43 Chambers (5125-5153)



**Site # D44 Cherry Ct. (4390 - 4395)
Center Island**

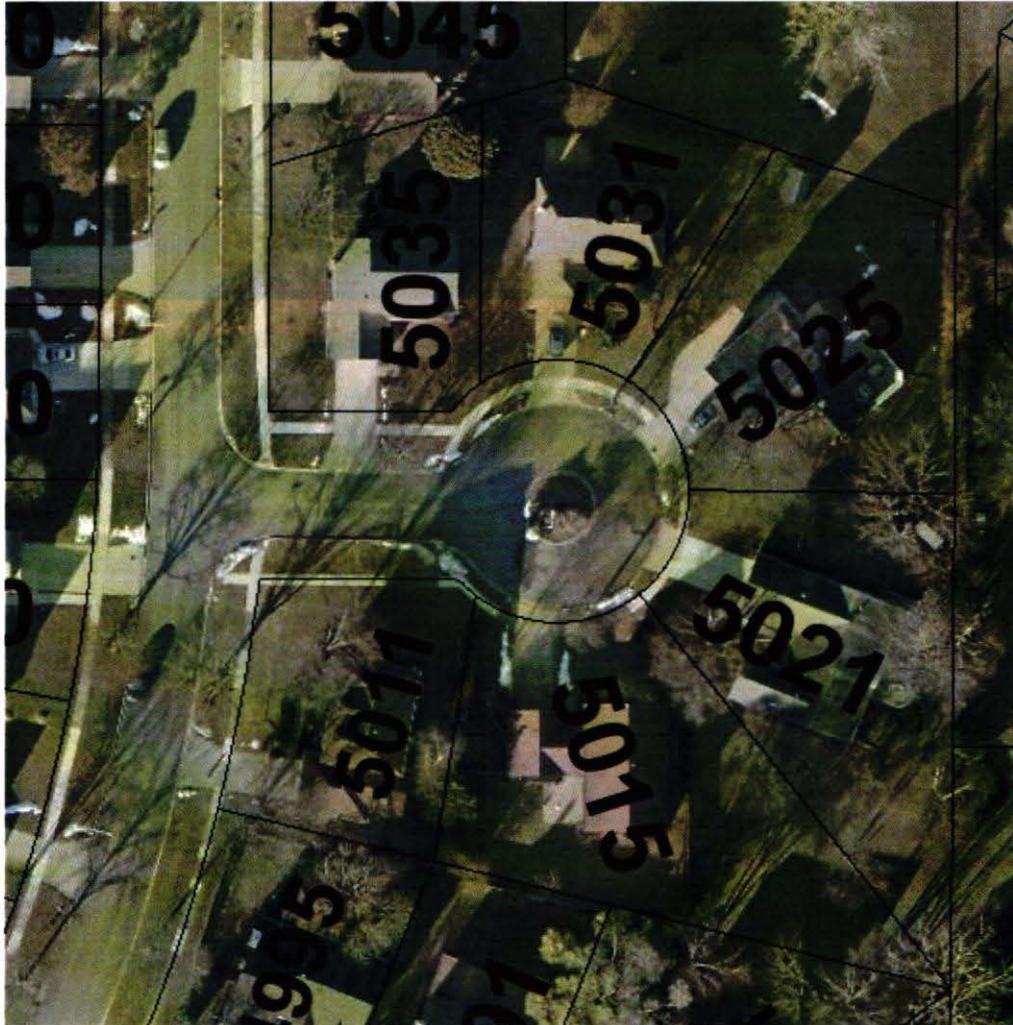


Site #D45 Alder Ct. (3762 - 3768)

Center Island



Site #D46 Dukesherry Ct (5011-5035)
Center Island



**Site #D47 Portshire Ct (3390-3405)
Center Island**



Site #D48 Fir Ct center island



Site #D49 Moulin Ln. 3864-3850 Center island



**Site #D50 New Britton (4065-4035)
Center Island**



**Site #D51 Ludington Ct
Center Island**



Site #D52 Eisenhower Cir South 4260-4262
Center Island



**Site #D53 Paisley Ct
Center Island**



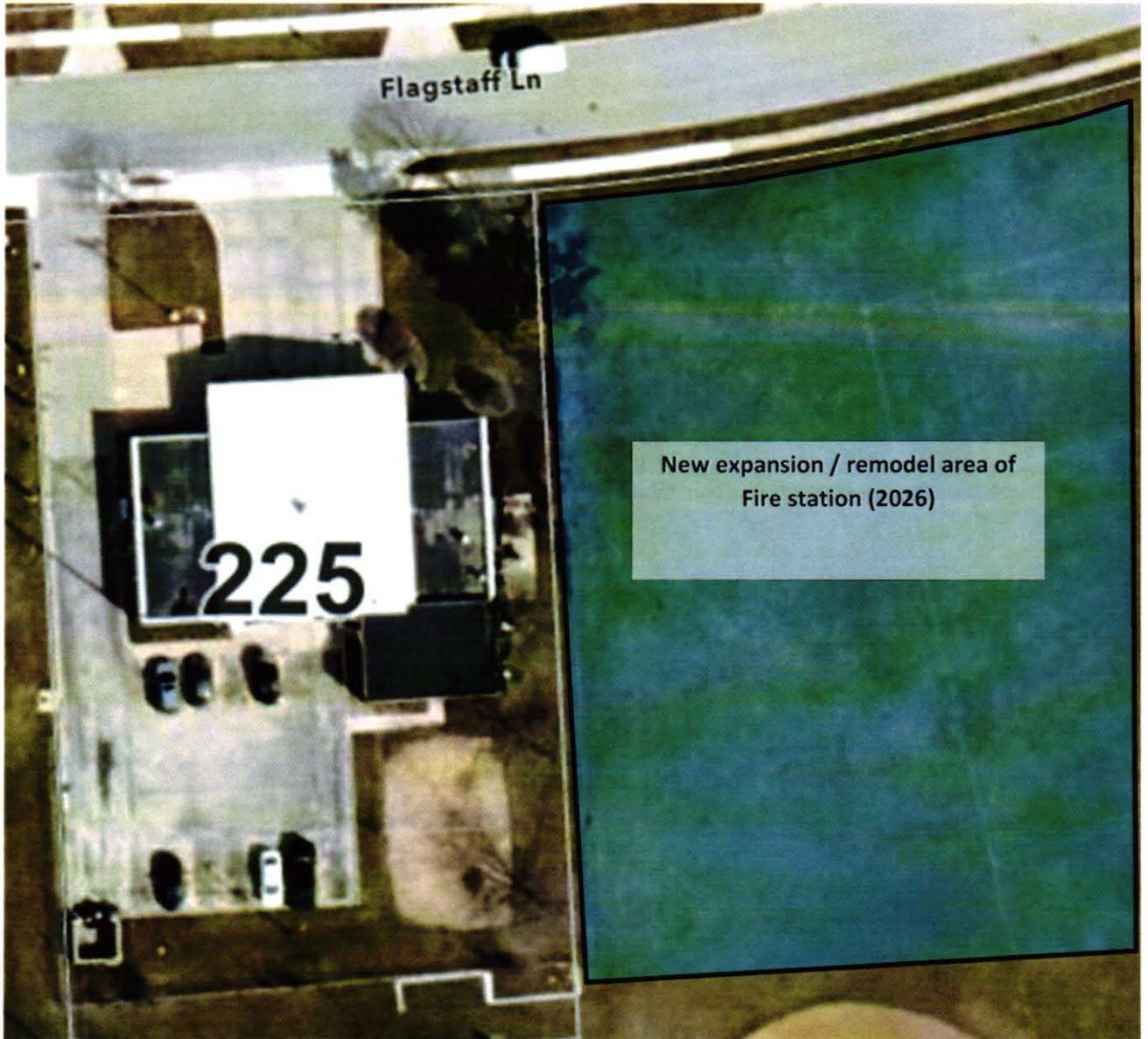
Site #D60 Mallard Ln Center island



**Site #E1 Village Hall
1900 Hassell Rd**



Site #E2 Fire Station 21 225 Flagstaff

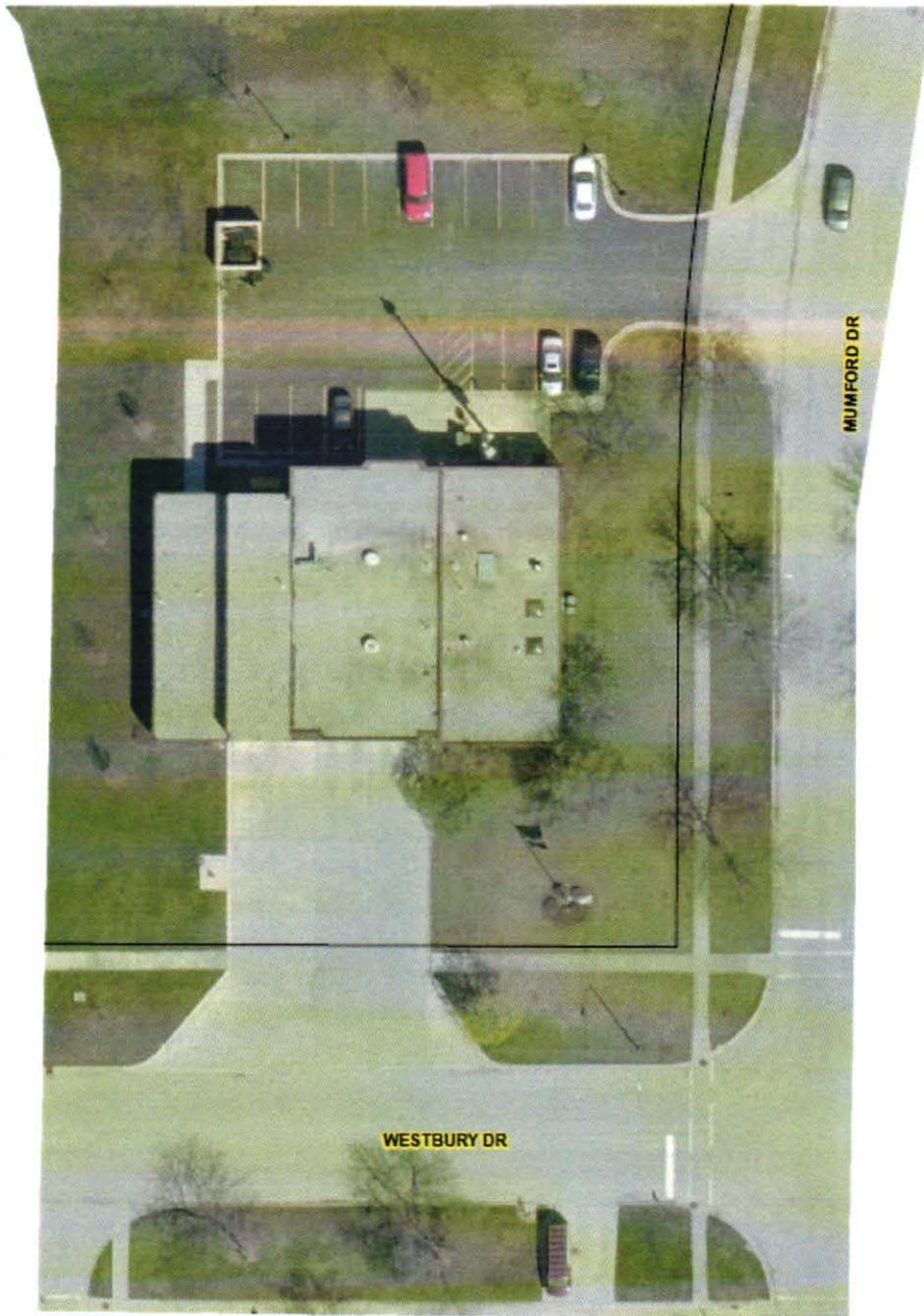


Site #E3 Fire Station 22
1700 Moon Lake Blvd



Date: 12/2/2014

Site #E4 Fire Station 23 1300 Westbury Dr



**Site #E5 Fire Station 24
5775 Beacon Pointe Dr**

