



Request for Bids

Prescribed Burn and Herbicide Application in Libertyville Township, IL
November 7, 2018

Purpose

This Request for Bids is for the purpose of natural area maintenance including a prescribed burn and herbicide application for Phragmites on the Rt. 137 Open Space parcel owned by Libertyville Township. This property is comprised of different addresses and PIN's listed below that will be managed as one contiguous unit.

Location

18113 W. Peterson Road, Libertyville, Illinois, 60048- PIN: 1107200009
18202 W. Peterson Road, Libertyville, Illinois, 60048- PIN: 1107200002

Village of Libertyville parcel (Intergovernmental Agreement):
0 Castleton Road, Libertyville, Illinois, 60048- PIN: 1108101001

Project Manager

Damon Cederberg
Open Space Field Coordinator
Libertyville Township
359 Merrill Court
Libertyville, IL 60048
Cell: 847.561.1030
Office: 847.362.9760
Fax: 847.816.0861
Email: dcederberg@libertyvilletownship.us

Project Requirements

1. Read and fully understand these specifications.
2. Attend a mandatory pre-bid meeting at the Township office and site tour **Thursday, November 15, 2018 at 9:00 a.m.**
3. Read, complete, sign, and return the attached sealed Bid Proposal Form to the Township office by **Friday, December 7, 2018 at 2 p.m.**
4. Sealed bid opening will occur on **Friday, December 7, 2018 at 2:15 p.m.**
5. The Township Board of Trustees will award the contract on **Thursday, December 13, 2018 at 7:00 p.m.**
6. Conduct a prescribed burn (area identified in maps below) to be completed no later than **Friday, December 20, 2019 at 3 p.m.**
7. Conduct an herbicide application on Libertyville Township's Rt 137 Open Space (area identified in maps below) targeting the eradication of Phragmites, to be completed no later than **Tuesday, October 1, 2019 at 3 p.m.**

Contractors shall promptly notify the Township of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Bids. Interpretation, correction and changes to the Request for Bids will be made by written addendum and sent to all Contractors. Interpretation, corrections or changes made in any other manner will not be binding. Any and all addenda must be acknowledged in the Bid Proposal Form.

The Township may conduct discussions with any Contractor that submits a bid proposal. During the course of such discussions, the Township shall not disclose any information marked confidential within any proposal and may discuss comparative pricing with one or more Contractors. The Township may also choose to interview Contractors during the evaluation process.

The Township reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Bids. After a review of the bid proposals, the Township intends to enter into an agreement with the selected contractor. If an agreement is not finalized in a reasonable amount of time as determined by the Township in its sole discretion, then the Township reserves the right to negotiate with other contractors as may best serve the interests of the Township.

The Township reserves the right at any time and for any reason to cancel this Request for Bids or any portion thereof, to reject any or all bid proposals, or to accept an alternate bid proposal. The Township reserves the right to waive any immaterial defect in any bid proposal. Unless otherwise specified by the Contractor, the Township has ninety (90) days from the published submission date to enter into an agreement with a Contractor. The Township may seek clarification from a Contractor at any time and failure to respond promptly is cause for rejection.

Unless all bid proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein.

Libertyville Township is not subject to Federal Excise Tax and is exempt from state and local taxes.

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

Should the Contractor require additional information about this Request for Bids, please contact the Project Manager by email, no less than seven (7) days prior to the bid proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Contractors. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from obligation under this proposal as submitted. All addenda so issued shall become part of the bid proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a bid proposal.

The contractor shall notify Libertyville Township immediately of any change in its status resulting from any of the following:

- Contractor is acquired by another party
- Contractor becomes insolvent
- Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Contractor ceases to conduct its operations in normal course of business

The Township shall have the option to terminate its agreement with the contractor immediately on written notice based on any such change in status.

The successful Contractor agrees to indemnify, save harmless and defend Libertyville Township, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of negligent acts, in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Libertyville Township, its agents, servants, or employees or any other person indemnified hereafter.

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, American Disability Act, and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

If the Contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The bid proposal shall include such documentation for each Sub-Contractor. Prior to any work being performed by the Sub-Contractor, the Contractor shall submit all the necessary information to the Township regarding the Sub-Contractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project, contact person; and Libertyville Township, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

All payments may be subject to deduction or set-off by reason of any failure of the Bidder to perform under this Contract. Each payment shall include Bidders certified transcript of payroll proving prevailing wages were paid, Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

Libertyville Township pays invoices on the second and fourth Thursday of each month. All invoices must be submitted for payment one week prior to each board meeting which generally fall on the first and third Thursday of each month. Invoices will be submitted for approval by the Township Board at each respective board meeting and payment will be made the following business day once approved.

Should Libertyville Township determine that the contractor has failed to perform on any aspect of the contract, Libertyville Township will provide the contractor with written notice specifying the non-performance. Contractor will then have seven (7) days to correct the

non-performance. If, in Libertyville Township's sole discretion, contractor fails to correct the non-performance, Libertyville Township, without prejudice to any other remedies it has, may correct the non-performance and deduct the cost of remedy, or terminate the contract

Each prospective contractor should inspect, in detail, the work site and familiarize himself/herself with all local conditions and other conditions affecting the contract, the work and the work site. The prospective contractor whose proposal is accepted will be responsible for all errors in its proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the contract and the conditions of the work site.

All services purchased by Libertyville Township for this project are to be completed under the profession's highest level of workmanship and standards.

The Project Manager shall conduct periodic inspections of the work in order to verify that the work is being completed per specifications. The Project Manager may be onsite during the work to ensure work is being completed per specifications. The Project Manager shall inspect all work within a reasonable timeframe after the work is completed and inspect any follow-up work completed by the Contractor. If, during inspection, there is found to be incomplete or unsatisfactory work based on the specifications as a result of the Contractor's work, the Contractor shall be required to redo the work at the Contractor's expense.

Contractor shall be fully responsible for the protection of all public and private property and all persons. Contractor shall have no claim against Libertyville Township because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others.

The work of this project shall require the Contractor to include and provide all labor, equipment, and materials needed to complete the work as outlined including but not limited to:

- Notification, signage, flagging
- Fuel, water, water conditioners, herbicide, surfactants, dyes, adjuvants
- Trucks, utility vehicles, ATV's, trailers
- Pumps, backpack sprayers, boom sprayers, hand tools, personal protective equipment
- Time for permitting, estimating, reporting, billing, meetings, travel, supervision, mixing, follow up treatments

Location and Access

Every effort should be made to work from Libertyville Township grounds. As a wetland, areas will become seasonably wet and areas unpassable. Staging and access locations are identified on map below. The staging area is located at the end of Bull Creek Drive. It is up to the Contractor to work when zero ground disturbances are obtainable. Primary means of travel within the site will be using a maintained crushed gravel trail with 5 foot turf edges. The turf edges are to be protected from fire and herbicide. ATV's may be used off trail. Care must be taken to not create ruts, damage natural areas, or leave unsatisfactory conditions on gravel trails. Areas left in an unsatisfactory condition due to the Contractor's use of vehicles or equipment shall be restored by the Contractor at Project Manager's discretion. The Contractor must make every effort to prevent the spread of invasives while using equipment and shall conduct a thorough wash down of equipment before equipment is mobilized on site, and shall be again washed down after leaving.

Specifications-Prescribed Burning

- Work hours are Monday through Saturday 8:00 am to sunset.
- Prescribe burn only the areas designated on the map and discussed in the pre-work meeting.
- The Contractor shall make every attempt to burn the site during the spring 2019 season before an herbicide application is made. The Township reserves the right to not accept a fall prescribed burn in an effort to verify results of a later herbicide application or follow up applications.
- The contractor shall apply for, obtain, and furnish to the Township all permits necessary including but not limited to IEPA and local burn permits.
- The Township will within one month prior to burn season notify neighboring homeowners, landowners and businesses falling within a predetermined radius of the property.
- Contractors shall demonstrate knowledge of ignition techniques, smoke management, weather interpretation, fire suppression, and mop-up procedures. Provide on-going monitoring of weather conditions and smoke management.
- A pre-work walk through of the site will take place shortly before contract work begins. If necessary the Contractor and Project Manager will create photo documentation of areas to be burned.
- Contractor must contact the Project Manager 24 hours prior to arriving on site to work. Day-of local government agency notifications will be the responsibility of the contractor.
- It is the responsibility of the contractor to assess the conditions of the burn unit to verify unit boundaries, survey combustible fuels, verify local weather conditions and to look for any unexpected conditions or hazards that might alter the ignition plan for the unit or require last minute preparation.
- Contractor must follow all conditions contained within the Illinois Environmental Protection Agency issued Standard Conditions for Open Burning, all local government permit conditions, and Township policy.

- The Contractor and Project Manager shall use the National Weather Service (NWS) or National Oceanic and Atmospheric Administration (NOAA) to confirm that day of burn weather falls within acceptable parameters and provide a copy to the Township.
- Contractor will be responsible for posting signage surrounding the project area and nearby roads and frontages. Signage must be left in place until the site is 100% extinguished.
- The Contractor's Burn Boss must be an Illinois Prescribed Burn Manager and must be on site at all times that work is being performed. Proof of certification must be provided to the Project Manager before work begins.
- The Contractor's crew shall possess NWCG S-130/190 certification or be trained as a Prescribed Burn Crew Member by Chicago Wilderness (or an approved equal). Proof of certification must be provided to Project Manager before work begins.
- Contractor must keep records for burning and provide to Project Manager within one week of the burn. Reporting requirements must include but are not limited to an approved burn plan, up to date weather report, day of burn checklist, completed post burn report, and any other documentation as necessary.
- It is up to the Contractor to determine the need, location, and preparation of firebreaks. Day-of preparation of any burn breaks that may be required based on current weather conditions includes pretreatment of protected structures, fence posts, trees, shrubs and other objects as designed by the Township. The Contractor may use natural or manmade features already in place to satisfy this requirement.
- The Contractor will be responsible for mop-up. After the burn, all materials within 50 feet of any fire line will be extinguished or manipulated in a way deemed safe by the Burn Boss. Standing trees on fire will be dropped and either extinguished or isolated 50 feet from any fire line.
- The Contractor shall be responsible for being the front line defenders in escaped fire suppression or wildfire. In the event of a wildfire call 911.
- A minimum of 70% completeness of burn must be achieved touching up areas if possible. Billing may be adjusted accordingly.
- After completion of the prescribed burn, the contractor shall notify the local emergency agency responsible and the Project Manager that the controlled burn has been completed.

Specifications-Herbicide

- Work hours are Monday through Friday 8:00 a.m. to 4 p.m. (No work will occur on weekends).
- Every attempt to herbicide shall be made June through August 31, 2019. Verification of results and follow up applications shall be expected September 1 through October 1, 2019. The Contractor shall attempt to herbicide after a spring prescribed burn is complete and phragmites has regrown. In the event a spring burn was not possible, a fall burn may be conducted so long as verification of herbicide treatments are made in advance of fall burn season. The Township reserves the right to not accept a fall prescribed burn in an effort to verify results of herbicide application or follow up applications.
- Contractor must contact the Township Project Manager 24 hours prior to arriving on site to work.
- A pre-work walk through of the site will take place shortly before contract work begins. If necessary the Contractor and Township Project Manager will create photo documentation of populations to be controlled.
- Apply herbicides only to the areas designated on the map and discussed in the pre-work meeting.
- Contractor must follow all regulations and guidelines set forth by the Illinois Environmental Protection Agency and Illinois Department of Agriculture.
- Only personnel who are a State of Illinois licensed applicator or licensed operator working under a licensed applicator and are trained in plant identification shall perform the application of herbicides. The Contractor shall submit a copy of herbicide licenses for all applicators and operators to the Project Manager prior to beginning work on the project.
- The Contractor's crew chief must possess an Illinois Pesticide Applicator License, have five years of satisfactory experience with comparable projects and must be on site at all times that work is being performed.
- Contractor must keep records of the quantity and type of chemical used and provide to Township Project Manager within one week of application.
- Contractor will be responsible for posting herbicide application signage in the project area. Signs shall remain posted for duration of not less than 24 hours and not more than 48 hours after the time of herbicide application.
- Herbicide shall not be mixed at the project site or staging area.
- If weather conditions are questionable, the Contractor shall contact the Project Manager for permission to proceed with any herbicide application. The Contractor shall not apply herbicide during periods of excessive wind.
- A 95% kill or greater of target species in target areas without damage to native vegetation or other natural features is expected. The Contractor shall be responsible for positively identifying target species before they are controlled.
- The Project Manager shall conduct periodic inspections of the work and treated populations in order to verify that the target species are being effectively controlled, herbicide solutions are properly applied, and native species are not adversely impacted. Verification of results (95% kill of target species) will occur within a few weeks of the application.
- Additional herbicide applications may be necessary to meet the 95% kill of target species and shall be included in the original Bid Proposal Form.
- If, during the inspection, there is found to be excessive impact to desirable native species, non-target species, or damage to property as a result of the Contractor's work, the Contractor shall be required to implement a Township approved restoration plan at the Contractor's expense.

- All herbicide shall be used in strict compliance with manufacturers label specifications, application rates, procedures, warning labels, all applicable codes and standards, and best management practices.
- The Contractor shall have on site at all times the appropriate Materials Safety Data Sheets (MSDS) and/or Safety Data Sheets and labels for all substances utilized in the fulfillment of this project.
- Herbicide(s) shall contain surfactant. If selected herbicide does not contain surfactant, the Contractor shall add appropriate surfactant(s) at the specified rate of the manufacturer and in accordance with all applicable regulations.
- All herbicide(s) shall contain colored dye, mixed at the manufacturer’s recommended rate, to aid in identification of areas or objects that have received herbicide treatment.
- A supply of chemical absorbent shall be maintained at the project site. Any chemical spills shall be cleaned up and reported to the Project Manager immediately.
- With adequate documentation of efficacy and appropriateness, herbicides shall be approved prior to use by the Project Manager. Under no circumstances are persistent herbicides to be used.

Changes

Libertyville Township shall have the right by written order to make changes in the Contract, the Work, the Work Site, and the Contract Time (“Change Order”). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made to Libertyville Township within three (3) business days following receipt of such Change Order and, if not made prior to such time, shall be deemed conclusively to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits or other compensation.

Insurance

Contemporaneous with Contractor’s execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below. Such policies shall be in a form and from companies acceptable to Libertyville Township. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days, after written notice thereof, shall have been given by the insurance company to Libertyville Township. Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty, maintain and keep in force, at Contractor’s expense, the minimum insurance coverages and limits set forth. Contractor is required to provide certificates of insurance confirming that it is insured in the categories and amounts listed below.

Coverage

Limits of Liability

General liability-commercial general liability

**\$1,000,000 general aggregate
\$1,000,000 each occurrence**

Comprehensive automobile liability

**\$1,000,000 combined single limit
Per accident for bodily injury,
Personal injury and property damage**

Workman’s compensation

**Statutory limits in the amount and coverage
As required by current regulations**

Employer’s liability

\$1,000,000 each accident and per disease

Umbrella liability

**\$1,000,000 each occurrence
\$1,000,000 aggregate**

All insurance affording the coverage required shall be endorsed to provide a thirty day written notice to be delivered to certificate holder(s) prior to the reduction or cancellation of said coverage. **Libertyville Township shall be named therein as additionally insured.** Insurance is to be held with insurers with an A.M. Best rating of no less than seven, and licensed to do business in the State of Illinois.

Prevailing Wage

All Contracts with Libertyville Township for Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). It is up to the contractor to determine whether the work is covered by Illinois’ Prevailing Wage Act, and the contractor assumes all liability for its determination. If determined to be Prevailing Wage, a copy of certified payroll must be submitted with final pay application. Please refer to the included Department of Labor Prevailing Wage link for the most up to date rates.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

Payment

Net 30 days.

Bid Schedule

Bid announcement – Tuesday, November 6, 2018

Bid package available at Township offices – Wednesday, November 7, 2018 at 9:00 a.m.

Mandatory pre-bid meeting at Township offices – Thursday, November 15, 2018 at 9:00 a.m.

Sealed bid due by – Friday, December 7, 2018 at 2:00 p.m.

Bid opening at Township offices – Friday, December 7, 2018 at 2:15 p.m.

Bid awarded (at Board meeting) – Thursday, December 13, 2018 at 7:00 p.m.



Bid Proposal Form

Prescribed Burn and Herbicide Application in Libertyville Township, IL
November 6, 2018

To: Damon Cederberg
Libertyville Township
359 Merrill Court
Libertyville, IL 60048

From: Name of Contractor _____
Principal Office Address _____
City, State, Zip Code _____
Contact Person _____
Telephone _____

In compliance with your Request for Bids, and subject to all conditions thereof, the undersigned offers and agrees, if this Bid Proposal is accepted, to furnish the services as outlined herein to provide prescribed burning and herbicide application for Libertyville Township in the manner described and at the amount indicated. Contractor warrants and represents that the work site and this document have been fully examined and reviewed, and all information included in this document is understood.

Vendor Qualifications: (Dates, clients, locations and nature of projects to demonstrate **two years** comparable experience)

Crew Chief Qualifications:

Name (Prescribed Burn) _____ Title _____
Name (Herbicide Application) _____ Title _____

Methods to be used:

Prescribed Burning _____
Herbicide Application _____

Cost of Services:

Item 1: Prescribed Burn \$ _____
Item 2: Herbicide Application \$ _____
Total \$ _____

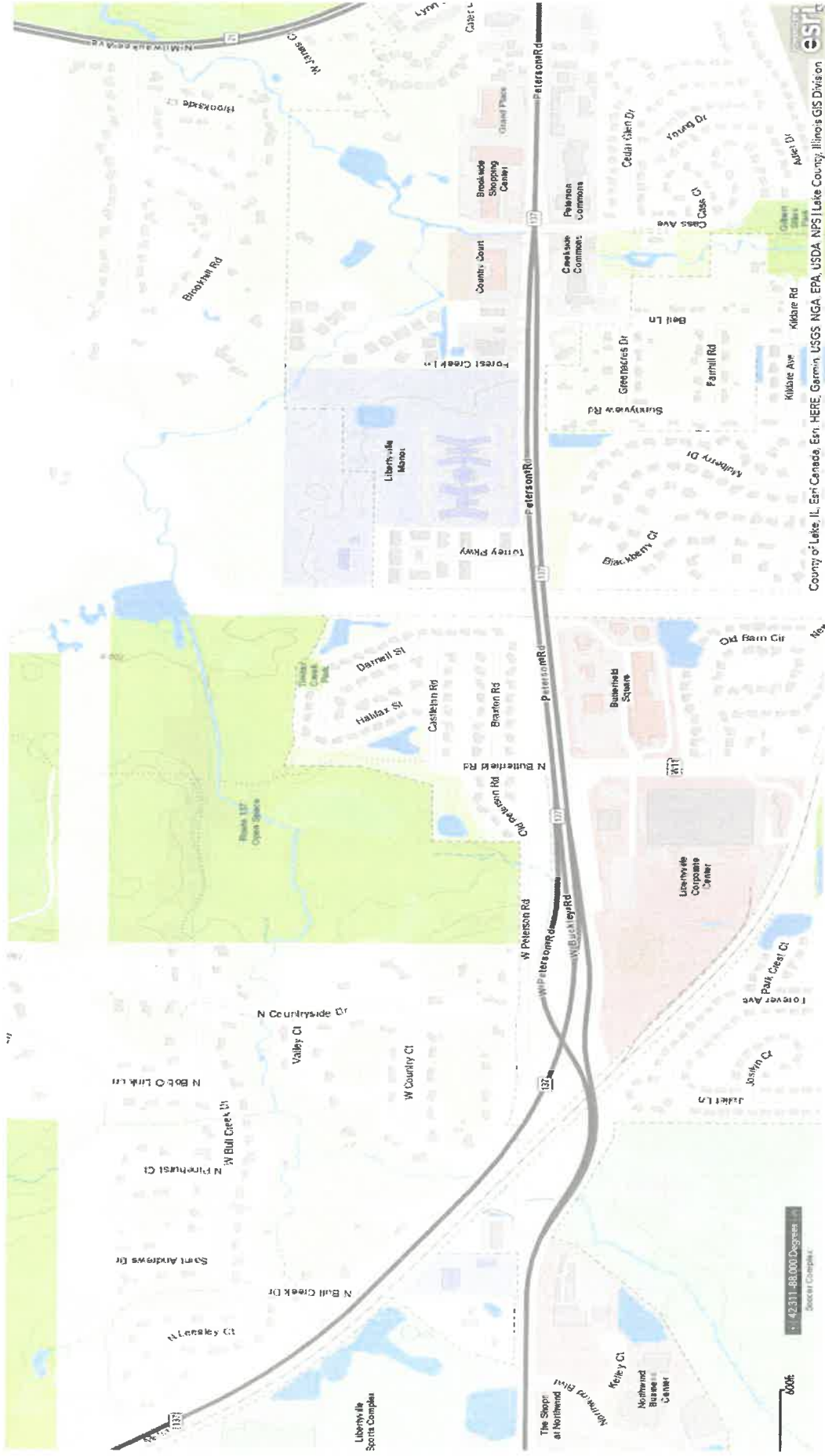
Dated this: _____ day of _____, 2018

By: _____
Vendor Representative

Title

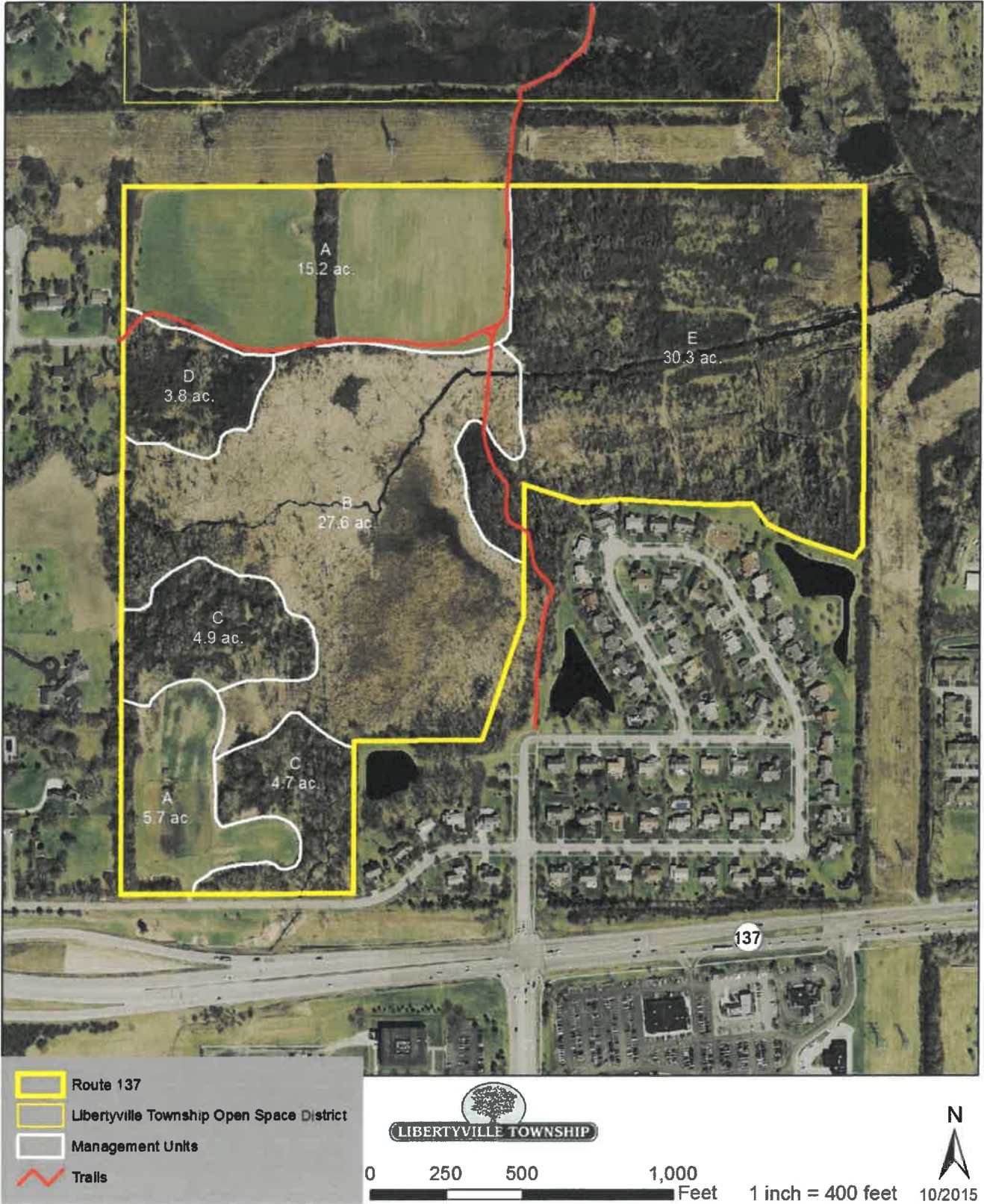
Internal Use Only	
Item(s) Approved:	_____
Total:	_____
Supervisor:	_____
Date:	_____

Rt. 137 Open Space Expanded View



Route 137-Management Units

92.271 acres



Rt. 137 Open Space- Work Area

