

Mill Creek Estates Homeowners Association, Inc.
Springfield, Illinois
**Landscape Maintenance Request for Proposal
(RFP)**

Performance period: March through December 2016

Vendor Business name _____ Mailing address _____ _____ _____ Vendor Contact _____ Contact Title _____

**Bidder's conference
(attendance not required)
February 26, 2016
8:30 a.m. in Driveway of
3932 Rocky Falls Road
Mill Creek Subdivision,
Old Jacksonville Road and
Meadowbrook Lane**

Questions on the bid may be emailed to Millcreekboard@gmail.com Those questions of general interest will be announced at the bidder's conference.

Bids will only be accepted on these RFP Forms

**Bid due date is
Friday, March 04, 2016
2:00 p.m.**

Mail or deliver bids to: Bruce Bonczyk 3932 Rocky Falls Road Springfield, IL 62711 787-9474
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Mill Creek Estates Homeowners Association
2016 Landscape Maintenance RFP
Request for Proposal (RFP) Specifications

A. Definitions - The Mill Creek Estates Homeowner’s Association, Inc. (the “*Association*”) is seeking bids from businesses or individuals (the “*Vendors*”) interested in providing maintenance services on behalf of the Association. Mill Creek Estates is located on the west side of the City of Springfield, Illinois generally located south of Old Jacksonville Road, west of Sims Western Acres subdivision, east of the old Chicago and Northwestern Railroad right-of-way (now Sangamon Valley Trail) and north of and including lots on the 3900 and 4000 blocks of Surry Place Lane. The Association owns certain common areas (the “*Common Areas*”) defined and limited for purposes of this RFP, and per the attached plats, as follows:

1. **Old Jacksonville Road Entrance Grounds** – Area adjacent to Old Jacksonville Road approximately 70 feet north of the fenced property line on the north side of lots on the north side of Springer Lane from the eastern to the western boundaries of Mill Creek Estates along Old Jacksonville Road (approximately 1.15 acres).
2. **Old Jacksonville Road Entrance Markers** – The signs, brick walls and adjacent landscaped area of groundcover and shrubbery on the south side of Old Jacksonville Road on either side of Meadowbrook Road including the median in Meadowbrook Road.
3. **Lot 1002 West Retention/Drainage Mowing Area** – The portion of Lot 1002 to the southwest of Lot 35 (4084 Millstone Drive) approximately 160 feet and to the northwest (approximately 180 feet) of Lot 74 (4025 Eagle Wing Road) to the creek (approximately 0.66 acres).
4. **Lot 1006 East Retention Mowing Area** – The whole of this lot which is located south of Lots 142 (3916 Falls Road), 143 (3912 Falls Road), 144 (3908 Falls Road), 145 (3904 Falls Road) to the west of Lot 178 (1529 Old Ivy Drive) and to the north of Lots 159 (3905 Stone Bridge Road) and 177 (3900 Stone Bridge Road). This lot has road frontage on Stone Bridge Road between Lots 159 and 177 (approximately 0.8 acres).
5. **Lot 1004 Retention Basin Bottom** -- This lot is a located east of Meadowbrook Road between Rock Falls Road and Stone Bridge Road. This lot is lower in elevation than the surrounding residential lots and Meadowbrook Road.
6. **Lot 1004 Retention Basin Perimeter Mowing Area** – Approximately 1200 lineal feet around the boundary of Lot 1004. It includes the level areas between the sidewalk and Meadowbrook Road and around the perimeter and the slopes adjacent to the perimeter of the lot to the extent that conditions will allow mowing without causing ruts or damage to vegetation in the base area of the retention basin.
7. **Lots 1007 & 1008 Surry Place Mowing Area** – Lot 107 is located between 3905 Surry Place and 1545 Old Ivy Drive with dimensions approximately 25 feet by 135 feet. Lot 1008 is located between 3900 and 3904 Surry Place with dimensions approximately 35 feet by 140 feet.

8. **Lot 1005** – This lot is on the west side of Meadowbrook Road and follows the drainage from the retention pond (Lot 1004). For purposes of this RFP Lot 1005 shall refer to only the first 40 feet to the west of Meadowbrook Road. The frontage of this lot on Meadowbrook road is approx.. 35 feet.

B. Landscape Maintenance Services – Prospective Vendors will agree to provide maintenance services (the “Work”) on behalf of the Association defined below. These services are to include removal of all natural waste materials created as a result of providing the services. Waste shall be removed from the project site and disposed of in a lawful manner. Natural wastes shall not be allowed to be placed or blown into streets, sidewalks or common area. Vendors are asked to itemize their bid for each item listed. Only vendors who provide pricing for all requested services will have their proposals considered. Vendor agrees to payment based on the actual amount of services provided utilizing the cost per items described herein. Vendors agree payment for services will be due by the last day of each calendar month for services invoiced and received by the Association prior to the first day of the same calendar month. **The Association will evaluate the proposals based upon annualized costs using the number of services described herein, and reserves the right to reject any and all bids, or waive any technicalities with respect to same.**

1. **Lawn Mowing** – Vendor will provide mowing services to the specified Common Areas at a frequency sufficient to maintain the height of the grass at an aesthetically pleasing level and in compliance with all ordinances and zoning requirements of the City of Springfield. The bid will include trimming along fence lines, sidewalks and roadways. Mowing services are anticipated to be necessary **30 times**, approximately one per week from mid-April through the end of November.

- a. **Old Jacksonville Road Entrance Grounds and Road Entrance Markers**

Cost per mowing \$_____

2. **Retention Areas Mowing** - Vendor will provide mowing services to the specified Common Areas at a frequency sufficient to maintain the height of the grass at an aesthetically pleasing level and in compliance with all ordinances and zoning requirements of the City of Springfield. The bid will include trimming along fence lines, sidewalks and roadways. Mowing services are anticipated to be necessary **30 times**, approximately once every week from mid-April through the end of November.

- a. **Lot 1002 West Retention Mowing Area**

Cost per mowing \$_____

b. Lot 1004 Retention Basin Perimeter Mowing Area

Cost per Mowing \$_____

c. Lot 1006 East Retention Mowing Area and Lots 1007 & 1008 Surry Place Mowing Areas.

Cost per Mowing \$_____

3. **Retention Basin Bottom Mowing** – Vendor will provide mowing services for the bottom of lot 1004, which is a storm water retention area, as needed from May through October. The intent of this mowing is to maintain a vegetation height of 12 inches or less (excepting trees). During wet periods, Vendor may need to use a tracked mower or another means approved by the Association in writing, or work may be suspended by the Association. **If mowing cannot be accomplished without causing ruts or compacting the soil, then mowing should be suspended until the soil dries sufficiently to permit mowing without causing ruts or compaction. Any damage caused by Vendor shall be repaired by Vendor at no cost to the Association.** Mowing services are anticipated to be minimally necessary **six times** from April through November. Mowing shall be billed depending upon the type of mower used for each mowing event.

a. Lot 1004 Retention Basin Bottom Mowing Area

Using typical wheeled mower equipment

Cost per mowing \$_____

b. Lot 1004 Retention Basin Bottom Mowing Area

Using tracked mower equipment

Cost per mowing \$_____

4. **Lawn Fertilization** – Vendor will provide fertilization service for the Old Jacksonville Road Entrance Grounds, the Surry Place Mowing Area consisting of Lots 1007 & 1008, the Lot 1006 East Retention Mowing Area and a portion of the Lot 1004 West Retention Basin Mowing Area on either side of the sidewalk adjacent to Meadowbrook Road which shall include fertilizer with a pre-emergent herbicide for an early spring application, fertilizer with weed control for the second application, summer fertilizer and a winterizer fertilizer in the fall.

Fertilizer service shall require a total of 4 applications during the growing season for the specified areas.

Amount of Annual Bid \$ _____ (may be billed as applied)

5. **Entrance Weed Removal** – Vendor will maintain the entrance landscaping at Meadowbrook and Old Jacksonville road, removing weeds in the decorative rock, rip rap, flower beds and landscaped areas on a weekly basis. **This cost shall be included in the mowing prices above for Section B.1.a.**

6. **Tree & Shrub Maintenance** – Vendor will provide pruning, and trimming for trees, bushes, and shrubs located on specified common areas including

a. Trimming the Old Jacksonville Road Entrance Grounds including the entrance median, Lot 1002 (mowing area only), Lot 1004, Lot 1006, Lot 1007 and Lot 1008. Tree limbs will be removed to a height to allow safe mowing underneath.

Annual Cost \$ _____

b. Lot 1005 vegetation and tree removal (to be cleared of all vegetation less than 6 inches in diameter for at least 40 feet west from sidewalk).

Annual Cost \$ _____

c. Other Please specify _____

\$ _____

C. **Period of Performance** - The period of performance of this agreement shall be nine (9) months commencing on April 1 of the calendar year and concluding on December 31 of the calendar year.

D. **Bid Closing Date** – All proposals must be received by 2:00 p.m. Central Daylight Time on the date specified on the cover sheet of this RFP. The Association reserves the right to accept or reject all bids or to award different portions of the services to different vendors.

E. **Vendor Responsibilities** -- It is understood that the Vendor in performing the services hereunder, operates as an independent contractor and its employees or agents are not employees or agents of the Association. No subcontractors shall be used or will be recognized as such. Persons engaged in work shall be considered employees of the

Vendor. Vendor shall be licensed in accordance with statutes, ordinances and/or regulations of the State of Illinois, Sangamon County and City of Springfield.

1. **Workmanship and Equipment** – The contracted work shall be executed in accordance with the provisions of the contract and in a thorough, first-class, sound, workmanlike, safe, and substantial manner. All equipment shall be in first-class operating condition, safe, fit for the uses for which intended, and suitable for the safe and efficient performance of the Work. Vendor agrees to perform contracted Work and provide equipment to the satisfaction and approval of the Association.
2. **Compliance with Law** –The Vendor shall conform to all Illinois statutory requirements, including, but not limited to, the following Acts:
 - a. Equal Employment Opportunity – Applicable Laws. Employment opportunities shall be free from discrimination. The prohibition in employment discrimination contained in 775 ILCS 10/1 is incorporated into the Contract and is intended to insure compliance with the applicable laws with the Illinois department of Human Rights Rules and regulations for Public Contracts (44 Ill. Adm. Code Ch. X, §750 Appendix A) (to the extent constitutionally required).
 - b. The Human Rights Act, as amended, and the Administrative rules promulgated by the Illinois Human Rights Commission to the extent constitutionally required.
 - c. An Act to prohibit unjust discrimination in employment because of age and providing penalties, as amended 775 ILCS 5/1-101.
 - d. An Act to give preference to veterans of the United States Military and Naval Service in appointments and employment upon public works by, or for the use of the State of its political subdivisions, as amended. 330 ILCS 55/1, et seq.
 - e. The Service Men’s Employment Tenure Act. 330 ILCS 60/1, et seq.
 - f. In no event shall minors be employed except as authorized under an Act to regulate the employment of children. 820 ILCS 205/1, et seq.
 - g. An Act requiring employment of Illinois Workers on public works projects, as amended, to the extent constitutionally required. 30 ILCS 570/1, et seq.
 - h. The Worker’s Compensation Act, as amended. 820 ILCS 305/1 et seq.
 - i. Certification required by the Drug-Free Workplace Act. 30 ILCS 580/1, et seq.
 - j. The Vendor shall secure and pay for permits and governmental fees, license and inspections necessary for the proper execution and completion of the Work.
3. **Labor** – The Vendor shall supply sufficient and an adequate number of properly skilled workers and competent supervisors to insure prompt and efficient performance of the Work. The Vendor shall defend and indemnify the Association against all claims resulting from failure to comply with Section E.2

above. Vendor assumes all responsibility for any kind of loss or damage attributable to any labor difficulty of any kind caused by or involving Vendor or its employees.

4. **Safety Precautions and Procedures –**

- a. Vendor shall be solely and exclusively responsible for protecting its employees and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Work.
- b. Vendor agrees to comply with all applicable federal, state, city and county laws, ordinances, rules and regulations for the safety of persons or property in the performance of the Work including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970, and amendments, and regulations promulgated and issued pursuant thereto.
- c. Vendor agrees to comply with the “Hazard Communication Standard” of the Occupational safety and Health Administration. To the extent required by such standard Vendor will adopt and implement a written hazard communication program to protect its employees from potential exposure of hazardous chemicals in connection with the Work and will provide lists or inventories of hazardous chemicals in its possession at the site of the Work, warning and handling labels for such chemicals, and material safety data sheets for such chemicals to the Association on demand.

5. **Insurance –** Upon execution of a contract the Vendor shall within 15 days provide proof of General Liability, Auto Liability and Workers Compensation Insurance coverage to the Association. Such proof shall be provided in the form of Certificates of Insurance and Endorsements and delivered to the address specified on the cover page for the submission of bids or as the association shall direct otherwise in writing. Such insurance coverage shall meet the minimum limits specified as follows:

- a. Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products–Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.
- b. Automobile Liability: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation and Employers' Liability: Statutory minimum. : The insurer shall agree to waive all rights of subrogation against the Association, its officers, employees and volunteers for losses arising from the activities under this contract.

The Association shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the Association. .

F. Vendor Certification -- I certify that I am authorized to do business in the State of Illinois. I am in compliance with all rules, regulations and covenants required by the City of Springfield, the County of Sangamon and the State of Illinois. I have examined the sites of work and have familiarized myself with the local conditions affecting the cost of the work and all requirements of this RFP. I agree to all of the requirements explained in the bid proposal. I agree to hold this bid open until 60 days after the bid due date. I agree to payment of services will be due by the last day of each calendar month for services invoiced and received by the Association prior to the first day of the same calendar month. I agree that this agreement may be terminated by the Association by providing sixty (60) day written notice. I agree that I am an independent contractor rendering professional services. Neither the Vendor nor individual providing the services to the Association is an employee of the Association in any respect. I represent and covenant that I have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any member of the Association official or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any Association, to unlawfully influence any act or decision of any Association official and I will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any Association official, or any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay disburse, assign or transfer property to any Association official, to unlawfully influence any act or decision of any Association official. I agree to hold the other harmless from any damages, claims or costs from any source incurred as a result of the negligent acts of its owners or employees. I agree that this agreement constitutes the entire agreement between the Vendor and the Association and supersedes all previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both parties. I agree that all notices, requests, and other communications hereafter shall be in writing and shall be deemed to have been duly given if hand delivered and receipted, or mailed, certified or registered mail, return requested, to the Association's registered agents listed on the cover sheet of this document, or at such other addresses either party may designate by written notice to the other. Any such notices, requests or other communications shall be deemed to have been duly given five (5) days after deposit in the mail.

G. References Provide the name and contact info for three references for whom you provided services for the 2015 mowing season which the Association may contact:

Name: _____ Contact Number/Email: _____
Name: _____ Contact Number/Email: _____
Name: _____ Contact Number/Email: _____

H. Option for Second Year Renewal The Association desires to have an option to renew for a second year with the same vendor to reduce the time and effort in obtaining

bids. If the Vendor wishes to be considered for a subsequent additional year renewal, please provide the following information for consideration:

1. What percentage increase would be applied to each of the above bid figures if the contract were renewed for 2017.
 - a. Percent Increase _____ (If Vendor wishes to provide different percent increases per services, indicate so by noting "2017" and the corresponding price increase.)

Thank you for your consideration and submission of proposals.

Proposal Submitted by:

Vendor Name: _____

Signed By: _____

Its: _____

Upon review and consideration of the Directors of the Mill Creek Homeowners Association, Inc. and a majority vote in favor of acceptance, this proposal is accepted upon the terms and conditions set forth herein.

Proposal Accepted by:

Mill Creek Homeowner's Association

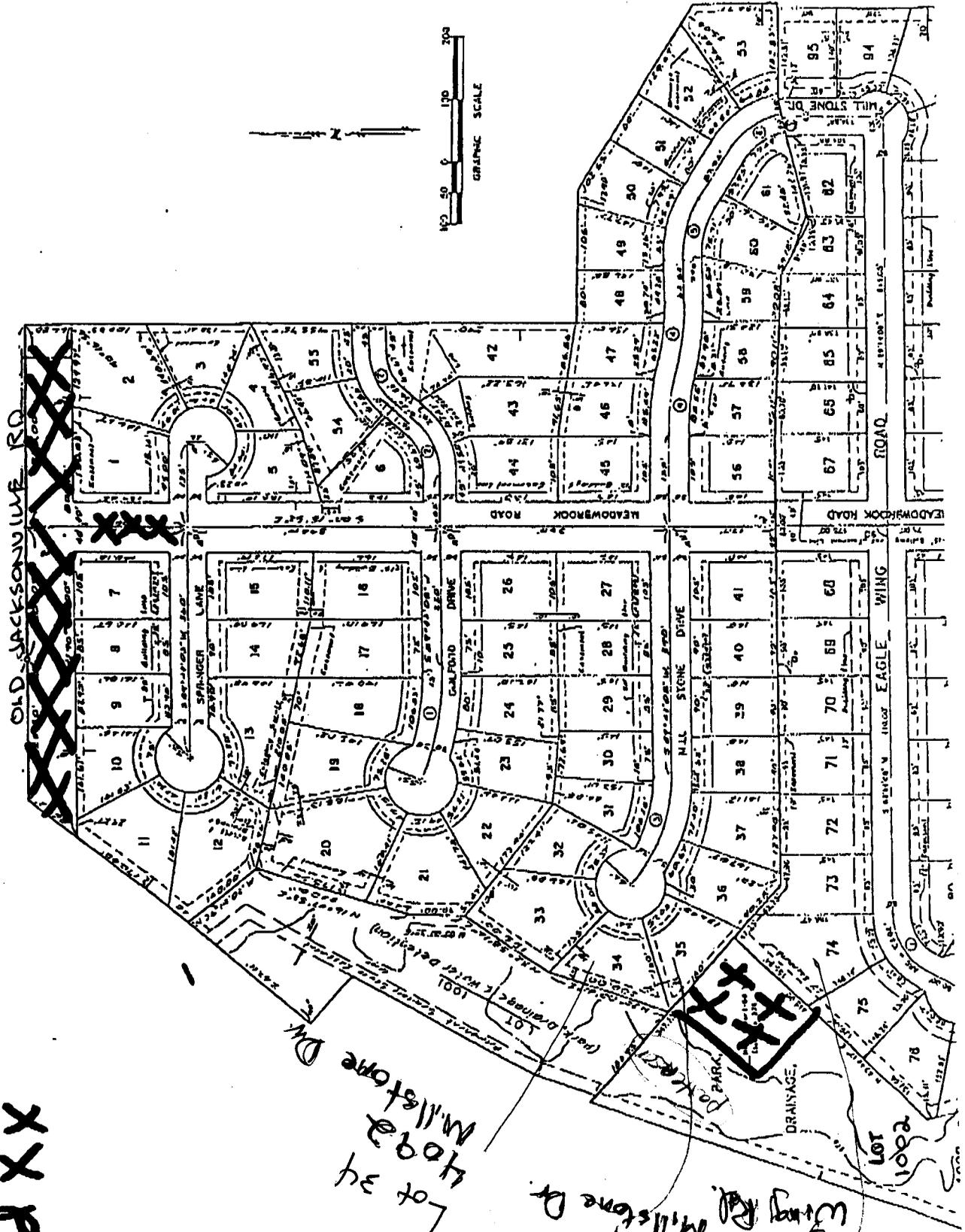
Signed by: _____

Its: _____

Date

MILL CREEK ESTATES

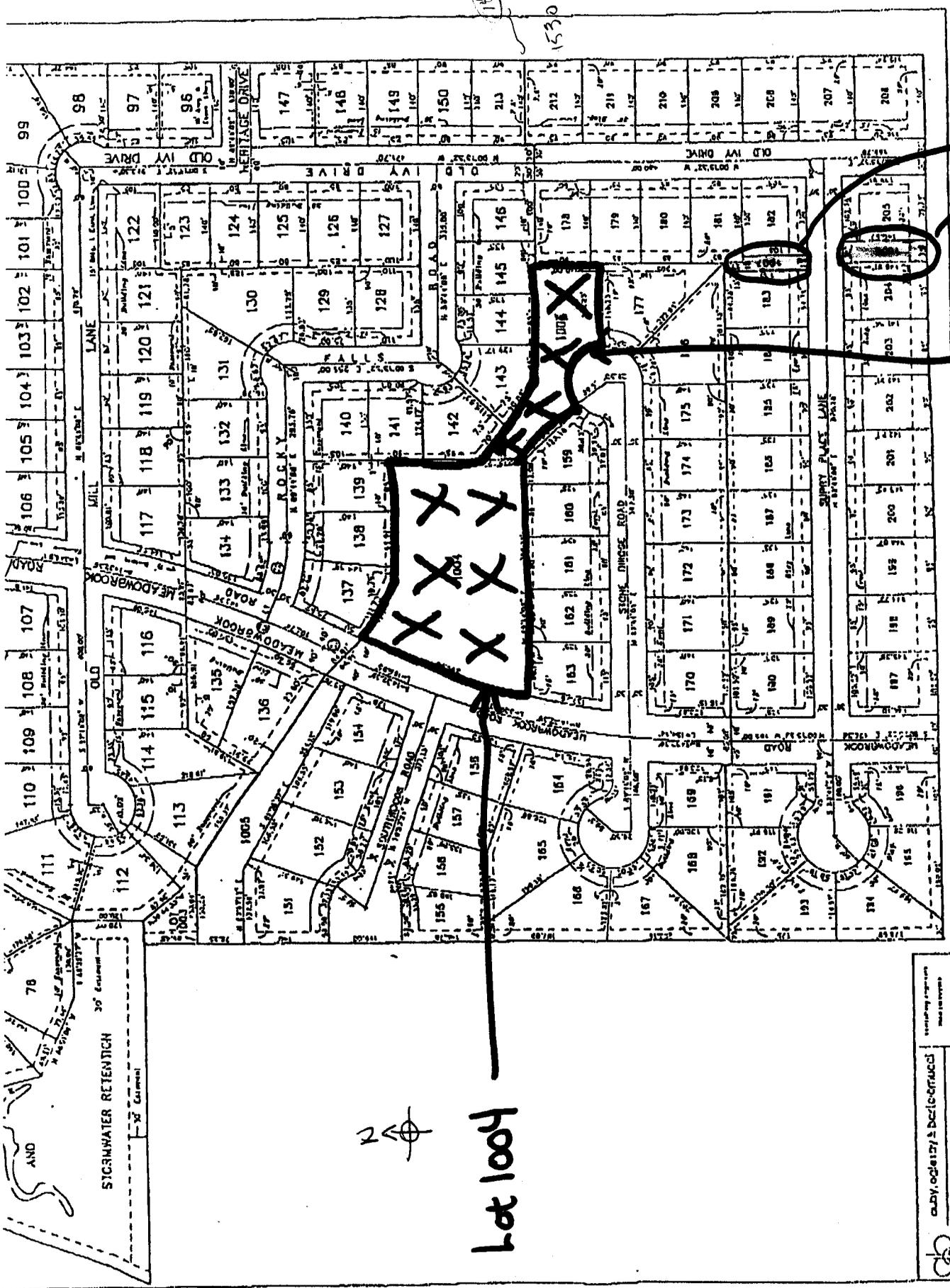
Bid XX



Lot 34
4082
Millstone Dr

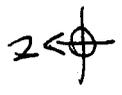
Lot 35
4084
Millstone Dr

Lot 74
4025
Eagle
Wing Rd



Lot 1007
 Lot 1006
 Lot 1008

Lot 1004



ALBY, OGBURN & DEFERRANCE
 1111 Commercial Street, Portland, Oregon 97204