



The Freeport Park District is seeking proposals for vegetation management along the Jane Addams Trail. Staging for this project is the trailhead parking lot at 2636 W. Fairview Road in Freeport, Illinois, and will be performed on the 12.85-mile trail that extends north between Freeport and the Illinois/Wisconsin State line. Payment for this contract will be by time and materials. Our records indicate that one herbicide application—including returns for follow up spraying—can be done in sixteen hours or less. Each year 2-4 applications are needed for the vegetation management program.

If you are interested, please return the completed proposal and reference forms no later than 2:00 pm on April 16, 2020 at Freeport Park District; 1122 S. Burchard Avenue; PO Box 417; Freeport, Illinois; 61032. For questions or to request a hard copy of the specifications contact Bruce Cubberley by email at [bcubberley@freeportparkdistrict.org](mailto:bcubberley@freeportparkdistrict.org) or by phone at 815-235-6114 ext. 103.

# Jane Addams Trail Vegetation Management Request for Proposals



1122 S. Burchard Ave; PO Box 417  
Freeport, IL 61032

**Quotes are due by April 16, 2020 at 2:00 pm:**

Freeport Park District is accepting proposals for non-selective weed control on and along the Jane Addams Trail located between Freeport, Illinois and the Illinois/Wisconsin State line. All questions concerning specific work to be done should be directed to Bruce Cubberley, Superintendent of Parks and Natural Resources at [bcubberley@freeportparkdistrict.org](mailto:bcubberley@freeportparkdistrict.org) or (815) 235-6114 x103.

Freeport Park District reserves the right to reject any or all proposals, to waive technicalities, and to accept any proposal which it deems to be in the best interest of Freeport Park District.

## **I. GENERAL CONDITIONS**

### **BASIS OF AWARD:**

Selection of the Contractor will be based on the following considerations in order of importance:

1. Cost for Time and Materials
2. References with preference awarded to references from Public Sector Agencies and/or Corporate Organizations served
3. Years of relevant experience

### **WAGE RATES AND OTHER APPLICABLE CONDITIONS:**

Freeport Park District understands that this maintenance is exempt from the Illinois Department of Labor's Prevailing Wage Requirements.

Bidders must comply with all other applicable federal, state and local laws, rules and regulations including but not limited to:

- DRUG FREE WORKPLACE ACT
- ILLINOIS HUMAN RIGHTS ACT
- ILLINOIS PESTICIDE ACT

### **SUBCONTRACTORS:**

The Contractor shall not employ any subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Park District may have reasonable objection. The selected Contractor shall submit to Freeport Park District within ten (10) days after the

receipt of proposals, a list of the names of Contractor's proposed subcontractors along with a description of the work to be performed by each.

**APPLICATION FOR PAYMENT:**

The Contractor shall furnish with his/her final application for payment after a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

**WORKING HOURS:**

Working hours are 7:00 AM to 5:00 PM Monday thru Friday. The Contractor cannot perform any work on Saturday or Sunday.

**INSURANCE:**

The successful contractor must provide the Park District with a certificate of general liability insurance in the amount of \$2,000,000 naming the Park District as additionally insured.

**CONTRACT TERM:**

This Agreement shall be for one (1) growing season beginning **May 1, 2020** and ending **November 15, 2020**. Freeport Park District has a one (1) year renewal option, which can be exercised at the end of the contract if both parties agree. Upon exercise of the option, this agreement shall be renewed with no change in any of its provisions, except for the contract term.

**II. NON-SELECTIVE HERBICIDE WEED CONTROL SPECIFICATIONS**

**1. SCOPE OF WORK**

Scope – Contractor will furnish all materials, labor, supplies, tools, transportation, and supervision necessary for herbicide application by direct spray method.

Description and Location – Beginning from the trailhead parking lot at 2636 W. Fairview Road in Freeport, Illinois, the 8-10' wide bike path of crushed stone extends 12.85 miles north between Freeport and the Illinois/Wisconsin State line.

Description of Treatment Area – Areas to treat include variable densities of grasses and herbaceous broadleaved weeds on the bike path. Maintaining a four-foot (4') wide vegetation free buffer on either side of the bike path will also be part of this contract.

Equipment – Pickup truck with spray tank and handgun sprayer capable of applying herbicide as a foliar treatment.

Payment – Contractor will bill Freeport Park District based on time and material for each application.

## **2. Treatment Method**

Owner will contact contractor 48 hours prior to request for application. A time and date will then be agreed upon for a single application. Billing time allowed for a single application is not to exceed 16 hours.

A mixture of water and glyphosate-based herbicide or equivalent\* shall be mixed in a spray tank. Contractor will drive the length of the Jane Addams Trail and apply herbicide to run off to any grasses or broadleaf weeds growing on the trail. Contractor will also maintain a vegetation free buffer that is four feet (4') wide from the edge of the trail. It is the contractor's responsibility to reapply herbicide 7-10 days after initial application to any grasses and weeds that were missed during the initial spraying.

\*equivalent non-selective herbicides must be pre-approved by the Park Superintendent.

Herbicides must be applied in a manner consistent with label instructions and standards found in the Illinois Pesticide Applicator Training Manual General Standards. Contractor must also possess an Illinois Pesticide Applicator and Right-of-Way License.

It is the contractor's responsibility to provide public notification following each herbicide application in accordance with the 2005 Illinois Code - Environmental Safety 415 ILCS 65/Lawn Care Products Application and Notice Act.

## **3. LOCATION OF WORK**

The location of the work will begin at the Wes Block Trail Head and follow the bike path north up to the Illinois/Wisconsin state line. Other sections of trail and the Badger Trail are not part of this contract.

See Appendix A for Trail Map.

## **4. BILLING & PAYMENT**

Upon invoice a representative for the owner will inspect the bike path. Any grasses or weeds within the path or buffer that appear unaffected by herbicide will require a touchup application by the contractor—at the contractor's expense—prior to payment.

Freeport Park District will pay all undisputed invoices within 30 days of approval.

# **III. GENERAL DETAILS**

## **1. EXAMINATION OF SITE**

Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, so far as reasonably possible as determined by Freeport Park District, such methods and means in the carrying out of his/her work as will not cause any interruption or interference with any other park programs or activities.

**2. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Any damage of public or private property caused by the Contractor's operations shall be resolved by the Contractor with the property owner within ten (10) days after damage occurs and shall be resolved to the satisfaction of Freeport Park District. The Contractor shall inform Freeport Park District of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of Freeport Park District, Freeport Park District reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

**3. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to Freeport Park District and shall be repaired promptly by the vendor when ordered to do so by Freeport Park District at no cost to Freeport Park District. This includes ruts created by running equipment over lawn areas and damage to plants from over spray. All repairs of damage to existing facilities shall be made to the satisfaction of Freeport Park District. Failure to repair damage shall be just cause for withholding payment for work.

**4. CONTRACTOR'S REPRESENTATIVE**

Competent supervisory personnel who can communicate effectively with Park District staff shall always be present on the job. The supervisory personnel shall have full authority to act for the Contractor and receive and execute orders from the Superintendent of Parks and Natural Resources or appointed representative. The Contractor shall properly schedule and train all its personnel. It is required that the supervisor be on site to ensure all work has been completed in a satisfactory manner. Freeport Park District reserves the right to have the contractor assign a new contact person, supervisor, and/or staff, for Freeport Park District's account if the current representative(s) are deemed unacceptable.

**5. ACCESSIBILITY OF CONTRACTOR**

Contractor shall supply cell phone numbers and daytime office numbers of supervisors handling this contract. The Contractor shall return all calls within one hour of Freeport Park District placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by Freeport Park District.

**6. WORKERS**

The Contractor is reminded that its employees are to work in a courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** Freeport Park District has the right to request that a Contractor's employee be immediately removed from the work crew if the above behavior is exhibited.

**7. SAFETY**

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by Freeport Park District as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

**8. TRESPASS ON LAND**

The Contractor shall confine his/her operations and storage of materials and equipment to the job site. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. If the Contractor is to enter upon the property of third parties in the execution of the work, he shall obtain written permission prior to doing so and submit evidence of said written permission to Freeport Park District.

**9. WORKING HOURS**

The Contractor shall work between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. If work must occur outside of these working hours, the Contractor must request written permission from the Superintendent of Parks before the work begins.

**10. SUBLETTING CONTRACT**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of Freeport Park District; but in no case shall consent relieve the Contractor from his/her obligations or change the terms of the contract.

**11. DEFAULT**

The contract may be canceled or annulled by Freeport Park District in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by Freeport Park District, shall constitute contract default.

**12. WORKMANSHIP**

Workmanship shall be of the highest caliber in every respect. Workers must take care to insure the least amount of disturbance to the sites, Park District staff members, and the general public.

**13. COSTS**

The undersigned hereby affirms and states that the prices quoted herein constitute the time and material cost to Freeport Park District for all materials and work involved in the respective items.

**14. EQUIPMENT CONDITION**

The Contractor is responsible for keeping all equipment in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

**15. FUEL/OILING**

Spilling gasoline and oil kills vegetation. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

## PROPOSAL

Prices shall include all chemicals, labor, and equipment needed for work as specified in sections I, II, and III of these documents.

### Company Information

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Time and Material Cost

Cost per gallon of herbicide mixture: \$ \_\_\_\_\_

Cost per hour for labor and equipment  
(not to exceed 16 billing hours per treatment): \$ \_\_\_\_\_

The Freeport Park District is tax exempt, identification number E9993-1389-07



## REFERENCES

The Contractor must list at least four (4) references. Each listing should include the firm name, address, telephone number and contact person, for whom the Contractor has supplied services similar in scope to those provided in these specifications.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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