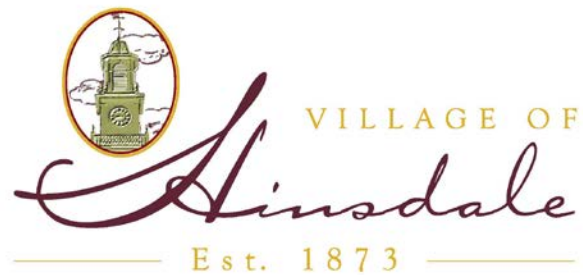


**BID PACKAGE  
INCLUDING  
CONTRACT DOCUMENTS AND  
SPECIFICATIONS FOR**



**VILLAGE OF HINSDALE  
BID NO: 1640  
Elm and Ash Tree Treatments**

**Prepared by  
The Village of Hinsdale – Public Services**

**February 2018**

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Tentative Timeline of Key Dates	Due Date
Ad Published In Daily Herald	2/25/18
Bid Package Published	2/26/18
Final Date for Submission of Questions	3/5/18 12:00 PM
Bid Opening	Monday, March 12, 2018 10:30 AM 19 E. Chicago Avenue, Hinsdale, Illinois 60521
Tentative Village Board First Reading Contract Approval	3/20/18
Tentative Village Board Second Reading Contract Approval (If Necessary)	4/03/18

\*Dates are tentative and subject to change.

# **LEGAL NOTICE**

## **VILLAGE OF HINSDALE, ILLINOIS INVITATION FOR BIDS FOR ELM AND ASH TREE TREATMENTS BID #1640**

### **NOTICE TO CONTRACTORS**

The Village of Hinsdale is soliciting sealed bids for Elm and Ash Treatments within Hinsdale.

NOTICE IS HEREBY GIVEN by the Village of Hinsdale, DuPage and Cook Counties and State of Illinois that proposals will be received for Bid No. 1640, Elm and Ash Tree Treatments.

Sealed bids for Bid No. 1640, Elm and Ash Tree Treatments, will be accepted at the Village of Hinsdale Village Hall, 19 East Chicago Avenue, Hinsdale, Illinois 60521, **until 10:30 a.m., Monday, March 12, 2018**, at which time bids will be publicly opened. The scope of work consists of treating Elm and Ash Trees within the Village.

Specification, instructions and proposal forms are available and may be obtained from Public Services, 225 Symonds Drive, Hinsdale, Illinois, during regular business hours (7:00 a.m. – 3:00 p.m.).

All proposals must be submitted on the forms provided by the Village and must be accompanied by a bank cashier's check, bid bond, or certified check in the amount of 5% of the bid.

The Village reserves the right to reject any and all bids, parts of the bid, or to waive any irregularities or any informalities when such waiver would not be detrimental to the best interest of the Village and would not prejudice the bidding process.

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**To be published in The Daily Herald, Sunday, February 25, 2018**

# Bidder's Proposal

## SUBMISSION INFORMATION

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521

INVITATION # 1640  
 BID OPENING DATE: March 12, 2018  
 TIME: 10:30 A.M. Local Time  
 LOCATION: Village Hall

COPIES: One (1) original & three (3) copies

## INVITATION TO BID CONTRACTOR INFORMATION

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_

### Elm and Ash Treatments

Per the specifications identified herein

## VILLAGE OF HINSDALE

### I. ELM TREATMENTS –

Type	Ave. Tree Diameter (dbh)	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch <sup>1</sup>	Extended Total
Elm Treatments	29"	424	12213	\$	\$
<b>TOTAL</b>					\$

<sup>1</sup> Unit Price includes all equipment, materials and personnel cost.

Average Number of Trees Bidder is Proposing to Inject per Week: \_\_\_\_\_

Bidder understands that the quantity shown above is an estimate only, and that the Village of Hinsdale reserves the right to increase or decrease these quantities.

Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Village of Hinsdale resident who wishes to treat a tree on their private property.

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

**VILLAGE OF HINSDALE**

**II. ASH TREATMENTS –**

Type	Treatment Type	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch <sup>1</sup>	Extended Total
Ash Treatments	Soil Injection	338	5696	\$	\$
	Trunk Injection	28	866	\$	\$
<b>TOTAL</b>					\$

<sup>1</sup> Unit Price includes all equipment, materials and personnel cost.

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Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.  
**NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

E-mail \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

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### 1. INTENT

It is the intent of the Village of Hinsdale ("Hinsdale") or ("Village"), to bid elm and ash tree treatments and award to a primary contractor ("Contractor").

### 2. BID PRICE

The Village is requesting pricing for two groups of work:

Section I – Elm Treatment Services

Section II – Ash Treatment Services

**Section I – Elm Treatment Services** pricing consists of a base bid for elm treatment services by the diameter size of the tree (dbh). To be considered for an award, bidders are required to submit pricing for all base bid items and supplemental unit pricing listed under Section I.

**Section II – Ash Treatment Services** pricing consists of a base bid for two ash treatment services by the diameter size of the tree (dbh). To be considered for an award, bidders are required to submit pricing for all base bid items for the Village of Hinsdale and supplemental unit pricing listed under Section II.

Contractors may submit a bid for one or both (e.g. a contractor may submit a bid for one Section, e.g. Section II only; or two Sections, e.g. Section I and II).

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein.

Bidders shall maintain pricing for one hundred-twenty (120) days from the date of opening.

### 3. AWARD

Although the intent is to award to a single Contractor, the Village of Hinsdale reserves the right to award in part or in whole, by county, not to award any portion or Section of the bid, or to award by Section to multiple contractors, whatever is deemed to be in the best interest of the Village of Hinsdale.

No work shall be awarded to a Bidder that is in arrears or is in default for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village of Hinsdale, or that has failed to perform satisfactorily any previous contract with, or work for, the Village of Hinsdale.

**PLEASE NOTE:** The Village of Hinsdale may begin services on a staggered basis contingent expiration of existing contracts.

### 4. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Village of Hinsdale does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village of Hinsdale requirements whether more or less than the estimated amount.

The Village of Hinsdale reserves the right to increase and/or decrease quantities, add or delete locations or during the term of the Agreement, whatever is deemed to be in the best interest of the Village of Hinsdale.

In the event the awarded Contractor(s) is unavailable, the Village of Hinsdale reserve the right to use whatever contractor is available to minimize and/or mitigate damages.

5. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

6. **UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices **which are significantly overstated for other work.**

The Village of Hinsdale will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Superintendent of Parks and Forestry.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village of Hinsdale, the right is reserved to reject such bid at the discretion of the Village of Hinsdale.

7. **DISCREPANCIES**

In all cases of discrepancies between the drawings and specifications, the Village of Hinsdale's Superintendent of Parks and Forestry shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings, if applicable. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

8. **OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the Village of Hinsdale, even though not specifically detailed or mentioned.

9. **FIELD MODIFICATIONS**

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Superintendent of Parks and Forestry.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village of Hinsdale, the right is reserved to reject such bid at the discretion of the Village of Hinsdale.

10. **RESERVATION OF RIGHTS**

The Village of Hinsdale reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Village of Hinsdale and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in the Village of Hinsdale's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided,

however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by the Village of Hinsdale shall not be considered an alteration of the bids.

**11. DOCUMENT OBTAINED FROM OTHER SOURCES**

**The Village of Hinsdale is the only official source for bid packages and supporting materials.** Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Hinsdale cannot ensure that bidders who obtain bid packages from sources other than the Village of Hinsdale will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Hinsdale's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village of Hinsdale will NOT rebid the project absent extraordinary circumstances.**

**12. TERM**

The term of this Agreement shall be two (2) years from the date of award. The Village of Hinsdale reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village of Hinsdale reserves the right to reject a proposed price increase and terminated the agreement.

At the end of any subsequent contract term, the Village of Hinsdale reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village of Hinsdale; no charges shall be assessed for failure of the Village of Hinsdale to appropriate funds in future contract years.

The Village of Hinsdale reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

**13. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

**14. SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Village of Hinsdale to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Hinsdale will return the bonds of all except the three (3) lowest responsible bidders. When the Agreement is executed the bonds of the two (2) remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

**Any bid not complying with the Security requirement will be rejected as non-responsive. .**

**15. CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:



- 15.1 A performance bond satisfactory to the Village of Hinsdale, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village of Hinsdale as security for the faithful performance of the Village's contract; and
- 15.2 Documents required by this section must be received and approved by the Village of Hinsdale before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

**16. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: [jfinnell@villageofhinsdale.org](mailto:jfinnell@villageofhinsdale.org). Questions are required **no later than 12:00 P.M. on Monday, March 5, 2018.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Hinsdale to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

**The Village of Hinsdale recognize that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Hinsdale will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.**

**17. CONTACT WITH MUNICIPAL PERSONNEL**

All bidders are prohibited from making any contact with the Village of Hinsdale Presidents, Trustees, or any other official or employee of the Village (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Hinsdale Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Hinsdale Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

**18. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST (30 ILCS 500/50-35)**

The Village of Hinsdale's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village of Hinsdale require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village of Hinsdale, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Hinsdale to take appropriate measures to ensure the fairness of the bidding process.

The Village of Hinsdale requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and the Village of Hinsdale discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

**19. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

20. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

21. **TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

22. **DEFINITIONS**

22.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

22.2 **Option Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

22.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

**In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.**

22.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

23. **RESPONSIVE BID**

23.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

23.2 Bidders shall promptly notify the Village of Hinsdale of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

24. **MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Hinsdale.

25. **INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

25.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

25.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

25.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for two (2) years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

25.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$ 1,000,000
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25.5 Contractor agrees that with respect to the above required insurance:

- 25.5.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- 25.5.2 To provide separate endorsements: to name **the Village of Hinsdale** as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
- 25.5.3 The Contractor's insurance shall be primary in the event of a claim.
- 25.5.4 **The Village of Hinsdale** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- 25.5.5 A **Certificate of Insurance** that states that **the Village of Hinsdale** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Village of Hinsdale, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

25.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Hinsdale may purchase such insurance coverages and charge the expense thereof to the Contractor.

26. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Hinsdale of the and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and 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, or 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 the Village of Hinsdale, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

27. **CHANGE IN STATUS**

The Contractor shall notify the Village of Hinsdale immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Hinsdale shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

## 28. **SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor(s) identified a written request from the Contractor and a written approval from the Village of Hinsdale is required.

Notwithstanding written consent to subcontract approved by the Villages, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors may result in disqualification.**

## 29. **CHANGE ORDERS**

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village of Hinsdale prior to execution.

29.1. Change Orders shall comply with 720 ILCS 5/33E-9.

29.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

29.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

29.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Village of Hinsdale Superintendent of Parks and Forestry.

29.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

29.6. A written Change Order must be issued by the Superintendent of Parks and Forestry, prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

## 30. **INVOICES AND PAYMENTS**

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for the Village of Hinsdale. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice, nor shall the Village of Hinsdale pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to the Village of Hinsdale detailing the services the Contractor provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village of Hinsdale shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the

needs of the Village. The Village of Hinsdale shall make payments in accordance with the Local Government Prompt Payment Act.

The Contractor shall submit an invoice for each Tree Removal and Tree Pruning List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The Contractor shall not submit invoices prior to completion of work, and the Village of Hinsdale will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include charges for work orders depicted on each list.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

**Village of Hinsdale**  
Superintendent of Parks and Forestry  
19 E Chicago Avenue  
Hinsdale, IL 60521

31. **PRECEDENCE**

Where there appears to be variances or conflict Hinsdale General Terms & Conditions, The Village of Hinsdale Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

32. **JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois.

33. **NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village of Hinsdale, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

34. **INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village of Hinsdale.

35. **TERMINATION**

The Village of Hinsdale reserves the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

36. **NON APPROPRIATIONS**

The Village of Hinsdale reserves the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Hinsdale Village Board of Trustees.

37. **PROTEST PROCEDURE**

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Hinsdale Superintendent of Parks and Forestry within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Hinsdale Superintendent of Parks and Forestry. The decision of the Village of Hinsdale Superintendent of Parks and Forestry or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of

the Superintendent of Parks and Forestry.

38. **AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit

39. **ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

40. **CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village of Hinsdale.

41. **AUDIT/ACCESS TO RECORDS**

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

42. **WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Hinsdale Villages Board of Trustees have accepted said bid.

43. **COMPETENCY OF BIDDER**

If requested in writing by the Village of Hinsdale, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

44. **NOTICE TO PROCEED**

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of Village's purchase order.

45. **PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. **Prior to performing any Work**, Contractor and all subcontractors must obtain a business license in the Village of Hinsdale. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

46. **SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. **ADDITIONAL SAFETY STANDARDS**

The Contractor shall perform all work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the Superintendent of Parks and Forestry shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Superintendent of Parks and Forestry to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Superintendent of Parks and Forestry if such is the case.

**OSHA STANDARDS**

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. **ILLINOIS FREEDOM OF INFORMATION ACT ILCS 140/1 et. seq.)**

The Contractor agrees to furnish all documentation related to this RFB and any documentation related to the Village of Hinsdale, required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after the Village issues a notice of such request to Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village of Hinsdale, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues a notice of a request.

Furthermore, should the Contractor request that the Village of Hinsdale utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor agrees to defend, indemnify and hold harmless the Village of Hinsdale, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a

FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

49. **PREVAILING WAGE ACT**  
**This contract is not covered by the Prevailing Wage Act**

52. **NATIONAL SECURITY/PATRIOT ACT**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.



## SPECIFICATIONS

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### 1. **SCOPE OF WORK**

The Work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids should be comprehensive for each area of work:

- Section I – Elm Treatments
- Section II – Ash Treatments

#### **SECTION I – Elm Treatments**

The scope of work of this project is to treat public elm trees with a fungicide to prevent Dutch elm disease in the Village of Hinsdale. Three-year control is sought. Macro-injection of the fungicide Arbotect 20-S is specified.

The Contractor shall provide all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The Contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the Village of Hinsdale. Any and all damage must be reported on a daily basis to the Superintendent of Parks and Forestry or his designee.

#### **A. Fungicide Operation**

The specified fungicide is Arbotect 20-S by MSD Agver.

The contractor will be required to supply all equipment and supplies incidental to injections with “Arbotect 20-S” in the manner set forth on the label as specified for a three-year preventative treatment. The required Arbotect amount will be 12 ounces per 5 inches of Diameter at Breast Height (DBH). This mixture will be diluted at the rate of 2 ounces of Arbotect 20-S into one gallon of clean water. Injection tees should fit into holes between 7/32 and 9/32 of an inch in diameter, with the holes drilled into the root flares no more than one inch deep, using drill stops at one inch, and using the calculated length as per manufacturer’s procedures. All holes drilled for injection sites will be drilled with a sharp, high helix drill bit, and will be eight to ten inches below the top of the root flare. Drill bits are to be replaced as required (a minimum of every 10 trees) to prevent cauterization of wounds and minimize injury to the tree during drilling. Excavate all sod and soil from the base of the tree, finishing with a brush to the drill sites to prevent excessive dulling of drill bits. The excavated area should extend up to one foot from the base of the tree, and may be 8 to 12 inches deep depending upon the accessibility of the root flares.

The project is to be completed under the direction of the Village Superintendent of Parks and Forestry, or his designee, and the viability of all Arbotect 20-S fungicide used and the method of performing the work shall at all times be subject to review of the Village Forester or his designee. The Village Superintendent of Parks and Forestry or his designee shall have the authority to decide questions which arise to quality and acceptability of materials furnished and work performed. Injection shall follow current manufacturer’s instructions. Injection into root flares must be accompanied by sufficient volume of water to provide thorough distribution of chemical in the crown.

At the end of each workday, street and sidewalk areas shall be cleaned and swept presenting no hazards or obstructions to traffic and/or pedestrians.

During operations proper signs and barricades shall be used on streets and sidewalks to warn and protect the public against hazards. State of Illinois Traffic Control Standards shall be met where applicable. Streets shall not be blocked to traffic unless absolutely necessary and then only after advance notification to the Police and Fire Departments and the Department of Public Services. It is the responsibility of the contractor to place signs and barricades early enough each day to provide sufficient working area for that period of time.

A record of working days will be maintained by the Village Superintendent of Parks and Forestry.

#### **B. Inspections**

All work shall be inspected by the Village Superintendent of Parks and Forestry and/or his authorized representative(s) periodically. Reports of such inspections shall be maintained in the Public Services Department.

Work progress will be discussed with the contractor or his representative as work progresses. Any non-adherence to specifications will be brought to the contractor's attention and compliance shall be verbally and/or in writing.

**C. Other Conditions**

At various times throughout the contract samples of the Arbortect 20-S and water mixture will be taken and sent for laboratory analysis to ensure adherence to manufacturer's label rates. This will be at no cost to the contractor; however the analysis will be used to ensure acceptability of materials and work performed,

**REPORTS REQUIRED**

The Public Services Department, Village Superintendent of Parks and Forestry shall be notified every morning by calling 789-7043 regarding the location of work to be performed that day.

On a weekly basis, a written report shall be filed by the contractor with the Village Forester listing locations and numbers of trees injected.

**D. Damage To Private Property**

Any damage of private property caused by the Contractor's operation shall be resolved with the property owner within 10 (ten) days after damage occurs.

If, in the opinion of the Village, the damage caused is the responsibility of the contractor and a resolution is not met with the property owner within the specified time limit, the Village will repair the said damage, and billed back the contractor. Such damage costs shall be deducted from payment due the contractor.

**E. Time of Completion**

Year 1: Work shall **commence no later than June 4, 2018** or per the discretion of the Superintendent of Parks and Forestry. All work shall be **completed by August 10, 2018**.

Year 2: Work shall **commence no later than June 3, 2019** or per the discretion of the Superintendent of Parks and Forestry. All work shall be **completed by August 9, 2019**.

**F. Hours of Operation**

All work performed by the contractor shall be confined between 8:00 A.M. and 5:00 P.M. Monday – Friday. No work shall be performed on weekends or holidays.

**G. Documents Provided by Successful Bidder**

Before beginning any work, successful bidder will provide to the Superintendent of Parks and Forestry copies of pesticide applicators / operators licenses.

**H. Supervision and Assignment of Work**

The contractor shall, at all times, have a competent person in charge of the job, fluent in English, to whom the Superintendent of Parks and Forestry may issue a directive.

All work performed under the contract shall be completed by the contractor that submitted the bid. No work shall be assigned by the contractor to an affiliate or subcontractor.

**I. Basis of Payment**

The contractor shall be paid for the work described herein at unit price per tree, which shall be paid in full for work performed.

Partial payment shall be made to the contractor on a monthly basis as work progresses. However, no payment shall be made to the contractor unless a unit of work is completed to the satisfaction of the Village Superintendent of Parks and Forestry and in accordance with these specifications and accepted arboricultural practices.

## J. Assignment of Contract

A. It is the intent of the Village of Hinsdale to award an agreement for elm tree injection in the Village as set forth on the attached proposal form. The Village also reserve the right to enter into agreement(s) with the second, third and successive low bidders if deemed advantageous to the Village. The lowest responsive and responsible bidder, however, will receive the first work orders within specific areas to the extent that he demonstrates the ability to fully perform, including compliance with the provisions of these specifications and the applicable provisions of the State Department of Agriculture rules regarding pesticide use.

B. The low bidder(s) shall be determined by comparing total bid prices derived from multiplying the total number of diameter inches to be injected by the cost per inch provided in the bid.

C. The award of the bid will be made in the best interest of the Village. It shall be based on, but not limited to, the following factors:

1. Total Bid Price
2. Rate of proposed injections per week
3. **Compliance with the “Qualifications of Bidders” provisions as set forth in the Instructions to Bidder.**
4. Prior experience with the Village of Hinsdale with regard to services offered, capability to meet contract provisions and appropriate deadlines.

D. Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Village of Hinsdale resident who wishes to treat a tree on their private property.

## SECTION II – Ash Treatment

The scope of work of this project is to treat public ash trees with an application of preventative insecticidal treatments in order to manage the spread of Emerald Ash Borer One year treatment is sought for soil injection with Xytect “75WSP” with active ingredient Imidacloprid, at the **highest approved label rate of 1.6 ounces of Xytect per 12 inches of cumulative trunk diameter**. Two-year treatment for application of the trunk injection insecticide “TREE-age” with active ingredient Emamectin Benzoate at the **high label rate**

Responding contractors must have a qualified supervising arborist, certified by the International Society of Arboriculture, and must have all necessary certifications for the application of pesticides in the State of Illinois, including a pesticide applicator license through the Illinois Department of Agriculture. The successful respondent must be licensed, bonded, and insured, and must provide the Village with copies of such, with insurance that specifically names the Village of Hinsdale as additional insured. All respondents must provide a copy of their Illinois Department of Agriculture Emerald Ash Borer Compliance Agreement, which will be retained on file at the Hinsdale Village Hall.

The Contractor shall provide all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The Contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the Village. Any and all damage must be reported on a daily basis to the Superintendent of Parks and Forestry or his designee.

### A. Insecticide Operation

The specified insecticides are Xytect 75WSP and TREE-age. The contractor will be required to supply all equipment and supplies incidental to injections in the manner set forth on the label as specified for a one year preventative treatment with Xytect and a two year preventative treatment with TREE-age.

#### Xytect Soil Injection

Use the highest approved label rate of 1.6 ounces of Xytect per 12 inches of cumulative trunk diameter. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into treatment zone. Make applications in a grid pattern on 2.5 foot centers within the drip line of the tree. Inject an equal amount of water and solution in each hole. Do not use less than 4 holes per tree. Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.

### TREE-age Trunk Injection

Use the highest approved label rate in the table below. Inject at the base of the tree. Inject into the stem within 12" of the soil, into the trunk flare or into tree roots exposing them by shallow excavation. Make applications into healthy sapwood. Space injection sites approximately every 6" of stem circumference. Drill through the bark then 5/8" to 1-5/8" into the sapwood with the appropriate sized drill bit. Use clean, sharp drill bits. Brad point bits are recommended. Apply when soil is moist, soil temperatures are above 45 degrees Fahrenheit.

Tree Diameter	High ml. product/tree	Number of Injection Sites
10 to 12	165	5
13 to 15	210	6
16 to 18	225	7
19 to 21	300	8
22 to 24	345	10
25 to 27	390	11
28 to 30	435	12
31 to 33	480	13
34 to 36	525	15
37 to 39	570	16
40 to 42	615	17
43 to 45	660	18
46 to 48	705	20
49 to 51	750	21

At the end of each workday, street and sidewalk areas shall be cleaned and swept presenting no hazards or obstructions to traffic and/or pedestrians.

During operations proper signs and barricades shall be used on streets and sidewalks to warn and protect the public against hazards. State of Illinois Traffic Control Standards shall be met where applicable. Streets shall not be blocked to traffic unless absolutely necessary and then only after advance notification to the Police and Fire Departments and the Department of Public Services. It is the responsibility of the contractor to place signs and barricades early enough each day to provide sufficient working area for that period of time.

A record of working days will be maintained by the Village Superintendent of Parks and Forestry.

### **B. Inspections**

All work shall be inspected by the Village Superintendent of Parks and Forestry and/or his authorized representative(s) periodically. Reports of such inspections shall be maintained in the Public Services Department.

Work progress will be discussed with the contractor or his representative as work progresses. Any non-adherence to specifications will be brought to the contractor's attention and compliance shall be verbally and/or in writing.

### **C. Other Conditions**

At various times throughout the contract samples of the Arbortect 20-S and water mixture will be taken and sent for laboratory analysis to ensure adherence to manufacturer's label rates. This will be at no cost to the contractor; however the analysis will be used to ensure acceptability of materials and work performed,

### **REPORTS REQUIRED**

The Public Services Department, Village Superintendent of Parks and Forestry shall be notified every morning by calling 789-7043 regarding the location of work to be performed that day.

On a weekly basis, a written report shall be filed by the contractor with the Village Superintendent of Parks and Forestry listing locations and numbers of trees injected.

### **D. Damage to Private Property**

Any damage of private property caused by the Contractor's operation shall be resolved with the property owner within 10 (ten) days after damage occurs.

If, in the opinion of the Village, the damage caused is the responsibility of the contractor and a resolution is not met with the property owner within the specified time limit, the Village will repair the said damage, and billed back the contractor. Such damage costs shall be deducted from payment due the contractor.

#### **E. Time of Completion**

Xytect - Year 1: Work shall **commence no later than April 1, 2019** or per the discretion of the Superintendent of Parks and Forestry. All work shall be **completed by April 30, 2019**.

Xytect - Year 2: Work shall **commence no later than April 1, 2020** or per the discretion of the Superintendent of Parks and Forestry. All work shall be **completed by April 30, 2020**.

Tree-age - Year 1: Work shall **commence no later than May 14, 2018** or per the discretion of the Superintendent of Parks and Forestry. All work shall be **completed by June 15, 2018**.

Tree-age - Year 2: Work shall **commence no later than May 13, 2019** or per the discretion of the Superintendent of Parks and Forestry. All work shall be **completed by June 14, 2019**.

#### **F. Hours of Operation**

All work performed by the contractor shall be confined between 8:00 A.M. and 5:00 P.M. Monday – Friday. No work shall be performed on weekends or holidays.

#### **G. Documents Provided by Successful Bidder**

Before beginning any work, successful bidder will provide to the Superintendent of Parks and Forestry copies of pesticide applicators / operators licenses.

#### **H. Supervision and Assignment of Work**

The contractor shall, at all times, have a competent person in charge of the job, fluent in English, to whom the Village Superintendent of Parks and Forestry may issue a directive.

All work performed under the contract shall be completed by the contractor that submitted the bid. No work shall be assigned by the contractor to an affiliate or subcontractor.

#### **I. Basis of Payment**

The contractor shall be paid for the work described herein at unit price per tree, which shall be paid in full for work performed.

Partial payment shall be made to the contractor on a monthly basis as work progresses. However, no payment shall be made to the contractor unless a unit of work is completed to the satisfaction of the Village Superintendent of Parks and Forestry and in accordance with these specifications and accepted arboricultural practices.

#### **J. Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested resident who wishes to treat a tree on their private property.**

APPENDIX A - MUNICIPAL INFORMATION

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1. APPROXIMATE QUANTITIES

	Hinsdale
<b>Elm Treatments</b>	
1-11"	0
12-18"	18
19-26"	169
27-36"	182
37"+	55
<b>TOTAL</b>	<b>424</b>
<b>Ash Treatments - Xytect</b>	
1-11"	84
12-18"	124
19-26"	105
27-36"	22
37"+	3
<b>TOTAL</b>	<b>338</b>
<b>Ash Treatments - TREE-age</b>	
1-11"	0
12-18"	0
19-26"	5
27-36"	19
37"+	4
<b>TOTAL</b>	<b>28</b>

**2. VILLAGE OF HINSDALE**

**Project Manager and Contact Information:** John Finnell, Village Superintendent of Parks and Forestry, [jfinnell@villageofhinsdale.org](mailto:jfinnell@villageofhinsdale.org), 630 789-7043.

**Hours:** All services shall be provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; however, **when provided prior approval** by the Superintendent of Parks and Forestry (at least 48 hours prior to commencing work) operations may also occur on Saturdays between the hours of 9:00 a.m. and 5:00 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Superintendent of Parks and Forestry.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Eve	(January 1, 2018)
New Year's Day	(January 2, 2018)
Good Friday	(March 30, 2018)
Memorial Day	(May 28, 2018)
Independence Day	(July 4, 2018)
Labor Day	(September 3, 2018)
Thanksgiving Day	(November 22, 2018)
Day after Thanksgiving	(November 23, 2018)
Christmas Eve	(December 24, 2018)
Christmas Day	(December 25, 2018)
New Year's Eve	(December 31, 2018)

The Superintendent of Parks and Forestry reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the Superintendent of Parks and Forestry and the Contractor to schedule work at specific times in order to alleviate safety concerns.

**Equipment Storage:** The Village **may** allow the Contractor to store equipment at the Public Services Facility at 225 Symonds Drive, Hinsdale. The Contractor must receive approval from the Superintendent of Parks and Forestry or his/her designee prior to.

**CONTRACTOR REFERENCES**

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/

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

Dates of Service/Award

Amount: \_\_\_\_\_

Municipality: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/Telephone

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

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/

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

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/

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

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/

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

Dates of Service/Award

Amount: \_\_\_\_\_



**DISQUALIFICATION OF CERTAIN BIDDERS**

**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

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(Signature of Offeror if the Offeror is an Individual)  
 (Signature of Partner if the Offeror is a Partnership)  
 (Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2018

---

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_  
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**CONFLICT OF INTEREST**

\_\_\_\_\_, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Hinsdale identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Hinsdale may disqualify the bid or may void any award and acceptance that the Village has made.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_

(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Village of Hinsdale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village to recover all amounts paid to the individual or entity under the contract in civil action

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)**

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PARTICIPATION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form will be considered sufficient reason for rejection of the bid.*

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Address of Corporation)

A \_\_\_\_\_ hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

**Hereinafter called OWNER, in the penal sum of: \_\_\_\_\_ Dollars and Cents, \$(\_\_\_\_\_.\_\_\_\_)**

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the VILLAGE, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the VILLAGE from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the VILLAGE all outlay and expense which the VILLAGE may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the VILLAGE and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall

be deemed an original and this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



**APPENDIX C:  
AGREEMENT ACCEPTANCE**

**RFP #1640**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **the Village of Hinsdale** ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_