

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



**VILLAGE OF HINSDALE
BID NO: 1641
Tree Maintenance**

**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 10:00 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 TREE MAINTENANCE BID #1641

NOTICE TO CONTRACTORS

The Village of Hinsdale is soliciting sealed bids for Tree Maintenance 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. 1641, Tree Maintenance.

Sealed bids for Bid No. 1641, Tree Maintenance, will be accepted at the Village of Hinsdale Village Hall, 19 East Chicago Avenue, Hinsdale, Illinois 60521, **until 10:00 a.m., Monday, March 12, 2018**, at which time bids will be publicly opened. The scope of tree maintenance work consists of tree removal services, stump removal services, and tree pruning services throughout 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.

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 #1641
 BID OPENING DATE: March 12, 2018
 TIME: 10:00 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: _____

Tree & Stump Removal Services

Per the specifications identified herein

VILLAGE OF HINSDALE

I. TREE REMOVAL SERVICES A. TREE REMOVAL SERVICES

Type	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
Tree Removal	1-11"	0	0	\$	\$
	12-18"	23	386	\$	\$
	19-26"	53	1225	\$	\$
	27-36"	34	1,046	\$	\$
	37" +	8	342	\$	\$
GROUP A TOTAL					\$

¹ Unit Price includes all equipment, materials and personnel cost.

B. EMERGENCY SERVICES FOR TREE REMOVAL AS DEFINED HEREIN

The bidder shall provide emergency tree removal assistance as specified in Section I – Tree Removal Services:

1. During Normal Working Hours: _____ per man-hour¹
2. Outside Normal Working Hours: _____ per man-hour¹

¹ Man-hour rate shall include all equipment, materials and personnel cost.

Company Name: _____

II. STUMP REMOVAL SERVICES

Type	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
Stump Removal	1-11"	0	0	\$	\$
	12-18"	23	386	\$	\$
	19-26"	53	1225	\$	\$
	27-36"	34	1,046	\$	\$
	37" +	8	342	\$	\$
GROUP B TOTAL					\$

¹ Unit Price includes all equipment, materials and personnel cost.

III. TREE PRUNING (PRUNE TICKETS)

A. COST FOR PRUNE TICKETS

The bidder shall provide tree pruning (prune tickets) per the Specifications of Section III - Tree Pruning Services as identified herein.

During Normal Working Hours: _____ per man-hour¹

Outside Normal Working Hours: _____ per man-hour¹

¹ Man-hour rate shall include all equipment, materials and personnel cost.

IV. DISCOUNTS

A. ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Will Hinsdale allow storage of equipment overnight at their facility?	Will Contractor utilize space at Hinsdale's facility to store equipment overnight? (Please check)	Annual Discount
Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %

Company Name: _____

B. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO DISPOSE OF DEBRIS AT MUNICIPAL FACILITY

Will Municipality allow disposal of debris at their facility?	Will Contractor utilize municipal facility for debris disposal? (Please check)	Annual Discount
No	N/A	N/A

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

1. INTENT

It is the intent of the Village of Hinsdale (“Hinsdale”) or (“Village”), is to bid tree maintenance and award to a primary contractor (“Contractor”).

2. BID PRICE

The Village of Hinsdale is requesting pricing for three groups of work:

Section I – Tree Removal Services

Section II – Stump Removal

Section III – Tree Pruning Services

Section I – Tree Removal Services pricing consists of a base bid for tree removal 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 – Stump Removal Services pricing consists of stump removal by the diameter size of the tree (dbh).

Section III – Tree Pruning (Prune Tickets) pricing is for tree pruning pricing, by hour, during normal business hours (between 8:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 7:59am, including Saturdays, Sundays, and Holidays).

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 to any of the Village of Hinsdale for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for Village of Hinsdale.

PLEASE NOTE: The Village of Hinsdale may begin services on a staggered basis contingent upon 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’s requirements whether more or less than the estimated amount.

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

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.

7. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the 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, the right is reserved to reject such bid at the discretion of the Village.

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 municipality 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 one or more of 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 cannot ensure that bidders who obtain bid packages from sources other than the Village 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's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village 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 reserve 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 reserve the right to reject a proposed price increase and terminate the agreement.

At the end of any subsequent contract term, the Village of Hinsdale reserve 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; 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 lowest responsible bidders. When the Agreement is executed the bonds of the two 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 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 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. Questions are required **no later than 12:00 P.M. on 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 recognizes 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's President, Trustees, or any other official or employee (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 DuPage 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 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 requires 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, this 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 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 a Certificate 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** 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 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, 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 and 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 could 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 affected 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 or 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 of Hinsdale. 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 of Hinsdale. 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
John Finnell, Superintendent of Parks and Forestry
19 E Chicago Avenue
Hinsdale, IL 60521

31. PRECEDENCE

Where there appears to be variances or conflict General Terms & Conditions, The 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 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 of Hinsdale 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 of Hinsdale 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 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. **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 of Hinsdale. The Auditor General, the Village of Hinsdale, 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.

41. **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 Villages Board of Trustees have accepted said bid.

42. **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.

43. **NOTICE TO PROCEED**

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

44. **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 within 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 of Hinsdale'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.

45. **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.

46. **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 Manager shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Manager to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Manager 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 of Hinsdale must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

47. **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 of Hinsdale 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 of Hinsdale 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 of Hinsdale issues a notice of a request.

Furthermore, should the Contractor request that 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 of Hinsdale.

48. **PREVAILING WAGE ACT**

This contract is not covered by the Prevailing Wage Act

49. **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

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 – Tree Removal
- Section II – Stump Removal
- Section III – Tree Pruning

SECTION I - TREE REMOVAL

The scope of work is for tree removal in addition to providing emergency services for the Village of Hinsdale. The Village of Hinsdale shall request tree removal on an on-going basis, typically, weekly.

The proposed scope of work will include the following:

- Tree removal and cleanup
- Provide emergency services for tree removal, as needed
- Site cleanup and responsible for disposal of debris as indicated

A. **Measurement of Parkway Trees**

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree. In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

B. **Tree Removal**

Tree removal services shall include, but is not limited to the following:

- All removals should be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Remove trees and stumps in one area before moving to another area of the Village of Hinsdale.
- All debris collected should be removed immediately and dumped at the designated dumpsite.
- All designated Dutch Elm Diseased trees to be removed no more than 10 working days after receipt of removal and all other trees will be removed within a 21-day period.

C. **Site Clean-Up**

Site clean-up shall include, but is not limited to the following:

- Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall prune the tree to arborist standards to minimize long-term damage
- All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village of Hinsdale. Also, any other debris that would interfere with mowing is to be removed and properly disposed
- Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.

- All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site

D. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the Public Services Director will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the Public Services Director.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the Public Services Director. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday through Friday, 8:00am – 5:00pm. Payment will be made for all hours worked at the site.

E. Travel Time/Trip Charge

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Village of Hinsdale (portal to portal) **shall not be considered billable**. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the Public Services Director and is essential for the authorization of payment.

F. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the Public Services Director or their appointed designee to obtain the appropriate signage from the Village of Hinsdale, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 48 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

G. Removal Lists and Location of Trees

Trees are inspected by arborists from the Public Services Department. Trees that are identified for removal are placed on a list and marked as follows:

- **Hinsdale:** Parkway trees to be removed are painted with an "X";

The list of trees to be removed will be provided electronically to the Contractor, with the location of the trees. Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the Village of Hinsdale. Tree Removal Lists will contain the street name and numbered address for removal location shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level (see A.- Measurement of Parkway Trees).

Work locations will include, but is not limited to, streets, medians and parks throughout the Village of Hinsdale. If there are questions of ownership of a tree, the Contractor shall contact the Superintendent of Parks and Forestry to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.**

For the Village of Hinsdale, all designated Dutch Elm Diseased trees to be removed no more than 10 working days and all other trees will be removed within a 21-day period of when the list is given to the Contractor.

H. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE VILLAGE OF HINSDALE SUPERINTENDENT OF PARKS AND FORESTRY. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and restoring the site to its original state prior to the commencement of work.

Under no circumstances shall the Contractor dispose of any debris from another job. The Village of Hinsdale will NOT allow disposal of debris its municipal facility. Violations could result in termination of this Agreement.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless prior approval is received from the Superintendent of Parks and Forestry. Violation will result in the assessment of liquidated damages by the Village of Hinsdale in the amount specified herein.

SECTION II - STUMP REMOVAL

Stump Removal work shall include, but is not limited to the following:

- Stump removal
- Backfilling & Site Clean-up as indicated
- Dispose of debris as indicated

A. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps should be surveyed for underground utilities prior to removal
- Stumps should be ground to a depth of 12" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the Superintendent of Parks and Forestry and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting
- All surface roots within a six (6) foot radius of the center of the stump shall be removed
- All surface roots within three (3) feet of the sidewalk shall be removed
- Woodchips should be immediately removed and disposed of at an appropriate dumpsite (Contractor responsible for disposal)
- All stumps must be removed within thirty (30) business days after the stump removal list has been received.

B. Backfilling & Site Clean-up

Backfilling & site clean-up work shall include, but is not limited to the following:

- Within 48 hours after grinding (removal) the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the work site, and complete the backfilling operation.
- The Contractor shall backfill the site with topsoil and seed immediately after removing the stump, unless otherwise directed by the Village of Hinsdale to lay sod.
- Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall prune the tree to arborist standards to minimize long-term damage
- All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village of Hinsdale. Also, any other debris that would interfere with mowing is to be removed and properly disposed of.
- Disposal of grinding debris generated by work described in this contract shall be the responsibility of the Contractor.
- The Contractor shall supply their own topsoil which has received the prior approval from the Village of Hinsdale.

- The topsoil shall be properly leveled and compacted to ensure a minimum amount of settlement of the backfill material.
- In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety.
- Stump grindings (woodchips) and debris shall not be used as backfill material.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. **Under no circumstances shall the Contractor dispose of any debris from another job or municipality.** The Village of Hinsdale will NOT allow disposal of debris at its municipal facility. Violations could result in termination of this Agreement.

C. Location of Stumps

Stumps that are identified for removal are placed on a list. This list will be provided to the Contractor with the location of the stumps that require removal. The list will include street name, address, and approximate diameter of the stump.

SECTION III - REQUESTED TREE PRUNING (“PRUNE TICKETS”)

This section defines the services required as requested for tree-pruning work on Public Right-of-Ways, to be completed over a twelve (12) month period from January to December. This section is for additional non-emergency removal and pruning that is not part of the Village of Hinsdale's scheduled pruning program. Additional non-emergency tree pruning may be needed throughout the year to address unsafe conditions, overhang onto the sidewalk, resident's requests, and such.

This section also encompasses pricing for emergency tree pruning where parkway trees may require immediate pruning to ensure public safety.

A. Scheduling of Work

The contractor shall respond to all non-emergency requests for non-emergency removal and pruning requests within twenty-four (24) hours of the request. The request will include street name, address, and description of the work needed.

All requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 8:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Requests from the Village of Hinsdale outside of the normal business hours shall constitute an emergency request. The Contractor shall respond to all emergency requests (including evenings, weekends and holidays) within ninety (90) minutes for all tree removal, stump removal, and tree pruning requests.

B. Pruning Operations

Pruning operations shall include, but are not limited to the following:

1. **Cleaning** – Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each parkway tree, any dead, dying, diseased, broken branches and watersprouts shall be removed.

2. **Clearance** – Remove branches to obtain an eventual clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree. All pruning cuts shall be made with

respect to the integrity of each parkway tree. Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned.

Remove branches to obtain an eventual clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

3. **Structural** – The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches, the contractor shall contact the Superintendent of Parks and Forestry to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

4. **Mature Trees** – Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches.

No interior live and healthy branches greater than four (4) inches diameter shall be removed.

Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the Superintendent of Parks and Forestry.

5. **Pruning Cuts & Tools** – Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub.

This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between

the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

“Flush” pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not “dog ear” ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

All pruning tools will be sanitized before working in American elm trees.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the Superintendent of Parks and Forestry shall injure the tree.

6. **Emergency Limb Removal Services** – In addition to pruning trees on a per ticket basis, the Village of Hinsdale may also need emergency services. The services may include tree pruning services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. Provide a 24-hour emergency telephone number to contact a representative in case of emergency. When requesting emergency/disaster services the Contractor shall provide, at minimum, a two (2) man crew with one chipper truck, chipper and one aerial truck for the Village of Hinsdale.

7. **Site Clean-up and Disposal of Debris** – The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. No debris can be dumped from any job other than the specified location. The Villages of Hinsdale will NOT allow disposal of debris at its municipal facilities.

The Contractor will be responsible for any tree pruning costs if repairs are needed after completion of requested tree pruning. All debris from trees which may not have been acceptably or sufficiently pruned initially, and which require additional pruning or other work prior to payment, shall be cleaned up and disposed of by the Contractor. In the event of snow, debris must be immediately cleaned up so it does not interfere with Municipal snow plowing operations.

C. Project Submittals

The Contractor must submit the following information for review with bid submissions. Failure to submit the following will result in disqualification of bid:

1. **ISA Arborist Certification** Number – the Contractor shall provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.
2. **IDOA EAB Compliance Agreement** – the Contractor shall provide a fully-executed copy of their State of Illinois Emerald Ash Borer Compliance Agreement.

D. Coordination and Reporting

The Contractor must appoint a single point of contact for communications and coordination with the Superintendent of Parks and Forestry or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

The Superintendent of Parks and Forestry should be notified prior to any work being done via the weekly report. If

any changes to this report occur, it is the Contractor's responsibility to notify him/her prior to conducting the work. Also, if traffic will be impacted, notification should be provided to the Hinsdale Police Department no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the Superintendent of Parks and Forestry or his/her designee to obtain these signs and post them as needed. Signs must be posted 48 hours prior to enforcement and the Contractor will remove all signs upon completion.

The Contractor shall be responsible for making arrangements with the appropriate utility during the removal of any trees or stumps that may be a hazard. The utility companies should be notified within 72 hours prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

A status report indicating the trees worked on the week prior and the trees planned for the current week should be provided to the Superintendent of Parks and Forestry (or his/her designee) weekly. The weekly report should also indicate any issues that the crews have experienced in the field as well as any work planned that was not accomplished.

E. Equipment & Materials Needed

All equipment and materials needed shall be provided by the Contractor. The equipment and materials include, but are not limited to, the following:

- Aerial Lift
- Wood Chipper
- Log Loader
- Front End Loader
- Semi-trailer
- Dump Truck
- Arrow Board
- Stump Grinder
- Top soil and seed to fill the hole remaining from tree or stump removal

All equipment, parts, or components not specifically mentioned in these specifications and are necessary to provide a complete tree pruning or tree removal service, shall be furnished by the Contractor. All equipment and vehicles should have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Village of Hinsdale. In addition all products must meet applicable federal, state, and local safety standards.

F. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR CONSENT FROM THE SUPERINTENDENT OF PARKS AND FORESTRY. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. No debris can be dumped from any job other than the specified location. The Villages Hinsdale will NOT allow disposal of debris at its municipal facility.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the Superintendent of Parks and Forestry has granted specific permission. Violation of this will result in the Village of Hinsdale assessing liquidated damages as specified herein.

1. **Wood and Debris Removal** – Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the Superintendent of Parks and Forestry has granted specific permission. Violation of this will result in the Village of Hinsdale assessing liquidated damages as specified herein.

Any ash debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDOA) and

under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

Any walnut debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDA) and under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

With the exception of ash and walnut debris, the Contractor can choose to take the debris if desired.

G. Safety Standards

In performance of this contract, the Contractor will comply with all applicable Federal, State and local laws and regulations, including the following:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard, ANSI Z-133.1 (2006), and ANSI A300 (2008) or as amended.
2. Proper flag people, warning signs, barricades, and /or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the Superintendent of Parks and Forestry.
3. During activity along municipal streets, the Contractor shall have the responsibility to block the street at each intersection, using proper signage and barricades to prevent any motorized vehicle from entering. The Contractor shall have the responsibility of notifying the Superintendent of Parks and Forestry and both the Village's Police and Fire Departments prior to closure of any municipal street. When pruning trees along State or County Roadways, the Contractor must obtain any applicable permits from the appropriate authority. Normally, the road cannot be completely blocked off.
4. During pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the Superintendent of Parks and Forestry. More importantly, within school zone areas and other areas where many children are present, such as around day camps or day care, pruning shall not take place during normal commuting hours. Tree pruning shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The Superintendent of Parks and Forestry shall provide the Contractor with appropriate information regarding the areas and times of these activities.

H. Damage & Protection of Public & Private Property

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting the conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the Village Manager or their designee of any damage that exists prior to beginning work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The Contractor's vehicles shall be located on the paved surface of the public street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement of sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the contractor shall use 3/4" thick or thicker plywood under tires of any equipment driven on the parkway. The Village Manager or their designee shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed Right-of-Entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The Contractor shall resolve any claims for damage with the property owner within 10 days after the damage occurs. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the property owner and the Village, the Village reserves the right to repair or replace that which was damaged and deduct this cost from any payment due to the Contractor. In addition, the Village reserves the right to

repair/replace any pavement surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

I. Compliance Agreements – Illinois Department of Agriculture

1. **Emerald Ash Borer (EAB)**

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDOA) and under the EAB Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The Contractor shall furnish a copy of signed IDOA EAB Compliance Agreement to the Village, following all provisions pertaining to the proper disposal of ash debris and movement of IDOA defined regulated articles within quarantine zones. The Contractor shall abide by any modifications to IDOA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village and shall become the Contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under NO circumstances shall logs from ash trees be left for homeowners.

2. **Thousand Cankers Disease**

Any handling of walnut (*Juglans* spp.) tree material must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The Contractor shall furnish a copy of signed IDA Thousand Cankers Disease Compliance Agreement to the Village, following all provisions as set forth. The Contractor shall abide by any modifications to IDA Thousand Cankers Disease regulations, including the Compliance Agreement and any state and/or federal quarantine zones established.

All walnut tree material shall be removed from the Village and shall become the Contractor's responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut materials that appear suspect of TCD infestation shall be reported to the Department of Agriculture. Under NO circumstances shall unprocessed woody material from walnut trees be left for homeowners.

APPENDIX A - MUNICIPAL INFORMATION

1. APPROXIMATE QUANTITIES

Table 1. Estimated Annual Quantities for Tree Removal
(Based on 3 Year Averages)

	Hinsdale
Tree Removal	
1-11"	0
12-18"	23
19-26"	53
27-36"	34
37"+	8
TOTAL	118
Stump Removal	
1-11"	0
12-18"	23
19-26"	53
27-36"	34
37"+	8
TOTAL	118
Prune Tickets	
1-11"	0
12-18"	0
19-26"	0
27-36"	0
37"+	0
TOTAL	0

Table 2. Approximate Inventory of Trees

	Hinsdale
Total Tree Population	
1-11"	5,267
12-18"	4,137
19-26"	2,895
27-36"	1,484
37"+	370
TOTAL	14,153
Ash Tree Population	
1-11"	355
12-18"	383
19-26"	216
27-36"	68
37"+	12
TOTAL	1034
American Elm Tree Population	
1-11"	55
12-18"	82
19-26"	352
27-36"	663
37"+	196
TOTAL	1348

2. VILLAGE OF HINSDALE

Project Manager and Contact Information: John Finnell, Superintendent of Parks and Forestry, jfinnell@villageofhinsdale.org, 630 789-7043.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Superintendent of Parks and Forestry (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 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 located at 225 Symonds Drive, Hinsdale, IL 60521. The Contractor must receive approval from the Superintendent of Parks and Forestry or his/her designee prior to storage of equipment at the facility.

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.

(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 the Village of Hinsdale 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 Village of Hinsdale herein 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 municipality 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 #1641

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: _____