

INVITATION FOR BIDS

RFB # 217031

BID DOCUMENTS AND SPECIFICATIONS TREE & STUMP REMOVAL SERVICES

FOR THE VILLAGE OF GLENVIEW AND CITY OF LAKE FOREST



**VILLAGE OF GLENVIEW PURCHASING
2500 East Lake Avenue
GLENVIEW, IL 60026
(847) 724-1700**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Office of the Purchasing Analyst, Administrative Services Department, 2500 East Lake Avenue, Glenview, IL 60026 until 2:00 p.m. local time on November 2, 2017 and then at said office publicly opened and read aloud for the following:

**RFB NO: 217031
RFB ON: TREE & STUMP REMOVAL SERVICES
FOR THE VILLAGE OF GLENVIEW AND CITY OF LAKE FOREST**

Plans, specifications and bid forms may be obtained at the Finance Department, Glenview Village Hall, 2500 East Lake Avenue, Glenview, Illinois, 60026, or by calling **(847) 724-1700**.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Glenview for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

Offers may not be withdrawn for a period of one hundred twenty (120) days after the bid date without the consent of the Village.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Villages reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 19, 2017
Hannah Bresson
Purchasing Analyst



SUBMISSION INFORMATION

Village of Glenview Administrative Services Department
 2500 East Lake Avenue
 Glenview, IL 60026

INVITATION # 217031
 BID OPENING DATE: November 2, 2017
 TIME: 2:00 P.M. Local Time
 LOCATION: Finance Department

COPIES: One (1) original & one (1) electronic copy (Flash drive only, NO EMAIL)

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____
 Address: _____
 City, State, Zip Code: _____

RFB #217031 Tree & Stump Removal Services
Per the specifications identified herein

BASE BID A - TREE REMOVAL SERVICES FOR THE VILLAGE OF GLENVIEW AND CITY OF LAKE FOREST FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

Service	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter (in inches)	Unit Price per inch ¹	Extended Total
Tree Removal	1-11"	663	4,315	\$	\$
	12-18"	350	5,138	\$	\$
	19-26"	162	3,588	\$	\$
	27-36"	75	2,347	\$	\$
	37" +	21	789	\$	\$
TOTAL					\$

¹ Unit Prices include all equipment, materials and personnel cost.

BASE BID B - EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN SECTION I – TREE REMOVAL SERVICES) FOR THE VILLAGE OF GLENVIEW AND CITY OF LAKE FOREST FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

Time	Estimated Hours	Unit Price per man-hour ¹	Extended Total
During Normal Working Hours	293	\$	\$
Outside Normal Working Hours	188	\$	\$
TOTAL			\$

¹ Man-hour rate shall include all labor, equipment and materials

BASE BID C – TREE PRUNING (AS SPECIFIED IN SECTION III – TREE PRUNING SERVICES) FOR THE VILLAGE OF GLENVIEW AND CITY OF LAKE FOREST FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

Time	Estimated Hours	Unit Price per man-hour ¹	Extended Total
During Normal Working Hours	1,047	\$	\$
TOTAL			\$

¹ Man-hour rate shall include all labor, equipment and materials

BASE BID D – STUMP REMOVAL SERVICES (AS SPECIFIED IN SECTION II – STUMP REMOVAL SERVICES) FOR THE CITY OF LAKE FOREST FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter (in inches)	Unit Price per inch		Extended Price		
			Stump Grinding ¹	Restoration ¹	Stump Grinding	Restoration	Total
1-11"	253	1,785	\$	\$	\$	\$	\$
12-18"	119	1,696	\$	\$	\$	\$	\$
19-26"	39	848	\$	\$	\$	\$	\$
27-36"	11	350	\$	\$	\$	\$	\$
37" & up	2	81	\$	\$	\$	\$	\$
TOTAL							\$

¹ Unit Prices include all equipment, materials and personnel cost.

BASE BID E – STUMP REMOVAL SERVICES (AS SPECIFIED IN SECTION II – STUMP REMOVAL SERVICES) FOR THE VILLAGE OF GLENVIEW FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter (in inches)	Unit Price per inch ¹	Extended Total
1-11"	344	2,067	\$	\$
12-18"	200	3,002	\$	\$
19-26"	117	2,623	\$	\$
27-36"	63	1,973	\$	\$
37" +	19	708	\$	\$
TOTAL				\$

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

TOTAL OF ALL BASE BIDS (Base Bid A to Base Bid E)	\$
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IV. DISCOUNTS

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

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

PLEASE ATTACH AN EQUIPMENT LIST TO THIS PAGE. FAILURE TO INCLUDE AN EQUIPMENT LIST COULD RESULT IN DISQUALIFICATION WITH NO FURTHER CONSIDERATION FOR AN AWARD.

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 _____

1. DEFINITIONS

- a. **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/Alternate Bids or Unit Prices.
- b. **Option or Alternate 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.
- c. **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.

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

2. RESPONSIVE BID

- a. 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.
- b. Bidders shall promptly notify the Village 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 addendums have been received and acknowledged in the bid.

3. UNBALANCED BIDDING

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

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

4. VOLUME/ESTIMATED QUANTITY

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

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

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

5. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village 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.**

6. 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
- List of equipment owned (please attached to the pricing sheet)

7. 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 Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Glenview 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. .

8. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: hbresson@glenview.il.us. Questions are required **no later than 12:00 P.M. on October 24, 2017.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Glenview 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 Glenview recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Glenview 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.

9. CONTACT WITH VILLAGE PERSONNEL

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

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

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

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, 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 Glenview to take appropriate measures to ensure the fairness of the bidding process.

The Village of Glenview 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 Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

11. 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.

12. MODIFICATIONS/WITHDRAWAL

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Municipalities Board of Trustees.

13. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities 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 Municipalities 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.

14. CHANGE IN STATUS

The Contractor shall notify the Village of Glenview and each Municipality 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 Glenview and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

15. 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 Glenview 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.

16. 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 Glenview prior to execution.

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

- 16.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 16.3 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.
- 16.4 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 Municipality's Purchasing Analyst.
- 16.5 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.
- 16.6 A written Change Order must be issued by the affected Municipality's Purchasing Analyst prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

17. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Glenview Project Specifications; the Village of Glenview General Terms & Conditions, The Village of Glenview Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

18. 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 Cook County, State of Illinois.

19. NON-ENFORCEMENT BY THE MUNICIPALITIES

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 Municipalities, 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.

20. 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 Municipalities.

21. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities 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 Municipalities 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.

22. TERMINATION FOR DEFAULT

The Municipalities reserve the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Municipalities, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

23. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the bidding process may do so by giving written notice to the Village of Glenview Purchasing Department within seven calendar days of the closing time and date. This notice should include the title of the requirement, 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 Purchasing Department. The decision of the Purchasing Department or his/her 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 Purchasing Department.

24. **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

25. **REFERENCES**

Bidders shall provide references that demonstrate their ability to perform services identified herein. Please include on the reference sheet current and/or previous municipalities you have provided services for within the last five (5) years. Bidder must have a minimum of 2 years prior municipal experience providing similar services.

The Municipalities reserve the right consult references, financial statements and any other resources to determine the capability of the bidder.

26. **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 respective Villages Board of Trustees have accepted said bid.

27. **NOTICE TO PROCEED**

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

28. **PERMITS AND LICENSES**

- A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. ***Prior to performing any Work***, Contractor and all subcontractors must obtain a business license in each Municipality they will work in. 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 each Municipalities 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.

29. **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.

30. **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 Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

31. 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 Municipalities required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after the Municipality issues a notice of such request to Contractor. The Contractor agrees to defend, indemnify and hold harmless the Municipalities, 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 Municipalities 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 Municipality issues a notice of a request.

Furthermore, should the Contractor request that Municipalities 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 Municipalities, 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 Municipalities.

1. CONTRACT BONDS (GLENVIEW ONLY)

Contractors shall furnish a performance bond and a payment bond, or a non-diminishing irrevocable bank letter of credit for contracts under \$100,000 within ten (10) calendar days after being notified that they are the successful bidder:

- 1.1. A performance bond satisfactory to the Municipalities, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security for the faithful performance of the contract;
- 1.2. A payment bond satisfactory to the Municipalities, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security to assure payment as required by statute of all persons supply labor and material in the execution of the work provided for in the contract;
- 1.3. Documents required by this section must be received and approved by the Municipalities before a written contract will be issued.
- 1.4. 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.

2. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Municipalities before the final voucher on the contract is issued.

3. INSURANCE

The Contractor shall maintain for the duration of the Contract and the Work, 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 that 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.

The following are the types of coverage you must obtain, maintain throughout the duration of the Contract and the Work, and provide proof of:

3.1. Workers' Compensation and Employer's Liability Insurance with limits not less than:

- Worker's Compensation: Statutory;
- Employer's Liability:
 - \$1,000,000 injury – per occurrence
 - \$1,000,000 disease – per employee; and
 - \$1,000,000 disease – policy limit.

Such insurance shall evidence that coverage applies in the State of Illinois.

- 3.2. Comprehensive General Liability**
- ("CGL") 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 (must expressly cover the indemnity provisions of the Contract), Products/Completed Operations for two 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
- by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or
 - 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

The minimum limits of CGL insurance shall be as follows:

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

3.3. Automobile Liability Insurance (“Auto Liability”) 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 vehicle whether owned, non-owned (including leased or borrowed), or hired. All of Contractor’s employees shall be included as insureds. The minimum limits of this policy shall be:

Bodily Injury and Property Damage Combined Single Limit \$1,000,000

3.4. Umbrella Liability Insurance (“Umbrella”) If an umbrella policy is maintained by the vendor, the policy must provide excess coverage over underlying insurance such that when any loss covered by the primary policy exceeds the limits under the primary policy, the umbrella policy becomes effective to cover such loss.

3.5. The Municipalities shall be named as an Additional Insured and Cancellation Notice Recipient on Contractor’s CGL (required), Auto liability (required), and Umbrella policies (if applicable). Contractor shall provide the Municipalities with a Certificate of Insurance and separate endorsements from Contractor’s insurance carrier showing compliance with this requirement. Specifically, Contractor shall provide such endorsements:

- naming the Village as Additional Insured on all policies,
- providing that Contractor’s insurance under each policy shall be primary and noncontributory, and
- providing that the Village shall receive 30 days’ advance notice of cancellation of any policy.

The Municipalities shall be identified as follows on the Certificate of Insurance and on all endorsements: “The Village of Glenview or Village of Arlington Heights and its elected and appointed officials, employees, agents, consultants, attorneys, and representatives.” Further, the Certificate of Insurance must include the following language: “The Village of Glenview or Village of Arlington Heights and its elected and appointed officials, employees, agents, consultants, attorneys, and representatives are and have been endorsed, as an additional insured under the above referenced policy numbers _____, on a primary and non-contributory basis for general liability, automobile liability, and umbrella liability coverage for the duration of the contract term.”

3.6. The Contractor shall provide the Municipalities with the Certificates of Insurance and policy 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. Said Notices, Certificates of Insurance, and policy endorsements shall be provided to: Village of Glenview Purchasing Department, 2500 East Lake Avenue, Glenview, IL 60026 or Village of Arlington Heights Purchasing Department, 33 S. Arlington Heights Road, Arlington Heights, IL 60005.

3.7. Failure to Comply: The Municipalities will not issue a notice to proceed to Contractor until Contractor has complied with all provisions set forth above. Additionally, Contractor’s failure to comply with all requirements set forth above shall be a material breach and event of default under the Contract, and the Municipalities may pursue any and all remedies for such default under the Contract, including, without limitation, immediate termination of the Contract. In the event the Contractor fails to obtain or maintain any insurance coverages required under the Contract, the Municipalities may, but is not required to, purchase such insurance coverages and charge the expense thereof to the Contractor.

4. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property.

5. AUDIT/ACCESS TO RECORDS

5.1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on 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 owner. The Auditor General, the owner, the 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.

- 5.2. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- 5.3. 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.
- 5.4. 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 the 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.
- 5.5. Records under the subsections above shall be maintained and made available during performance of the work under this loan 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.
- 5.6. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- 5.7. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

6. WARRANTY

- 6.1. Contractor warrants to the Municipalities that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Municipalities all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- 6.2. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Municipalities shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Municipalities may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- 6.3. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

7. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Purchasing Department.

8. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision 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.

9. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 829 ILCS 265/1, *et seq.* including having in place, and providing to the Municipalities, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on the Municipalities project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Municipalities with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

10. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the Village of Glenview's Purchasing Department shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the Municipalities or his/her designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

11. 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 owner, even though not specifically detailed or mentioned.

12. FIELD MODIFICATIONS

A field modification is written by the Municipalities or his/her 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.

13. RESERVATION OF RIGHTS

The Municipalities reserve the right to accept the Bidder's Bid that is, in their judgment, the best and most favorable to the interests of the Municipalities and the public; to reject the low Price Bid; to accept any item to any Bidder's Bid; to reject any and all Bidder's Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Bids when to do so would not, in the Municipalities 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 Bid 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 Bids. The enforcement of this Reservation of Rights by the Municipalities shall not be considered an alteration of the bids.

14. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

15. 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.

16. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCCD) AND UNCONTAMINATED SOIL

The Contractor shall be aware of Public Act 96-1416, which took effect July 30, 2010 and impacts most excavation and construction projects in Illinois.

PA 96-1416 requires that all soil excavated at a project site be evaluated by a Licensed Professional Engineer and certified as "uncontaminated" material before it may leave a site.

Upon request from the Contractor each Municipality will certify as "uncontaminated" all soils excavated in their respective residential areas that has never been used for commercial or industrial purposes. The cost to the Contractor, associated with this PA 96-1416 requirement for uncontaminated soils certification, shall be considered included in the Contract.

When the Contractor encounters potentially contaminated materials in areas which in the past or currently are used for commercial or industrial purposes each Municipalities environmental consultant will determine the excavated soil and groundwater classification (uncontaminated, non-special or special waste), management and disposal of excavated material.

Removal and Disposal of any contaminated material and payments for this work shall be according to the Article 669 of the Standard Specifications and Supplemental Specification most recent (January 1, 2011) amendment and Bid Document requirements.

17. 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.

18. NON APPROPRIATIONS

The Municipalities reserve 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 Municipalities Board of Trustees.

19. 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.

20. CONTRACTOR'S LICENSES

The bidder that is found to be the most responsive and responsible bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipalities in which the work is performed.

21. COMPETENCY OF BIDDER

If requested in writing by the Municipalities, 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.

22. PERMITS & LICENSES

The firm selected to perform the work must secure a Municipalities contractors' license prior to work beginning. It is the obligation of the Contractor to obtain the necessary Village, County, State and Metra licenses and permits where applicable.

23. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the Municipalities. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Municipalities demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Municipalities that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Municipalities shall be the sole determiner about whether a substitute item is equal to the item specified.

24. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Municipalities Purchasing Department. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Municipalities.

25. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

1. INTENT

It is the intent of the Village of Glenview ("Glenview"), and the City of Lake Forest ("Lake Forest"), (collectively, the "Municipalities"), to jointly bid tree maintenance and award to a primary contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. BID PRICE

The Municipalities are requesting pricing for three groups of work: Section I – Tree Removal Services, Section II – Stump Removal, and Section III – Tree Trimming Services. Bidders are required to submit pricing for all base bid items.

Section I – Tree Removal Services pricing consists of a base bid for tree removal services by the diameter size of the tree (dbh). Section 1 pricing also requests pricing for Emergency Services For Tree Removal for all Municipalities, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Section II – Stump Removal Services pricing consists of stump removal by the diameter size of the stump (dbh).

Section III – Tree Pruning (Trim Tickets) pricing is for tree trimming pricing for all Municipalities, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, 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.

The bidders must provide pricing for all Municipalities. Failure to provide pricing for all Municipalities could result in disqualification and no further consideration for an award.

3. AWARD

An award shall be made based on the total of the base bid items A through E to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Although the intent is to award to a single Contractor, the Municipalities reserve 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 Municipalities.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Municipalities 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, the Municipalities.

PLEASE NOTE: Municipalities may begin services on a staggered basis contingent upon budget cycles and expiration of existing contracts.

4. TERM/ESCALATION

The term of this Agreement shall be one (1) year from the date of award. The Municipalities reserve the right to renew this contract for three (3) additional one (1) year periods or one (1) additional three (3) year period, 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%). The final increase is up to the Municipalities' discretion. 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 Municipalities reserve the right to reject a proposed price increase and terminated the agreement.

At the end of any subsequent contract term, the Municipalities 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 by each Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipalities reserve the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. **INVOICES AND PAYMENTS**

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

The Contractor shall submit invoices to each Municipality detailing the services the Contractor provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. Each Municipality shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. Each Municipality 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 each municipality 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:

City of Lake Forest

Supervisor of Forestry/City Forester
800 N. Field Drive
Lake Forest, IL 60045

Village of Glenview

Public Works Director
2498 East Lake Avenue
Glenview, IL 60026

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. These specifications apply to both the Village of Glenview and City of Lake Forest – except for the sections where one municipality is specifically referred to by name. Bids shall be comprehensive for each area of work:

- Section I – Tree Removal
- Section II – Stump Removal
- Section III – Tree Trimming

2. CONTRACT MANAGER**Lake Forest**

All work performed in the City of Lake Forest will be under the direct supervision of the City Forester or his/her designee.

Glenview

All work performed in the Village of Glenview will be under the direct supervision of the Director of Public Works or his/her designee.

In this SPECIFICATIONS section, the CONTRACT MANAGER refers to the City Forester (or his/her designee) for all work that takes place in the City of Lake Forest and the Director of Public Works (or his/her designee) for all work that takes place in the Village of Glenview.

SECTION I - TREE REMOVAL

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

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 by each Municipality herein

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 shall 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 Municipality

- All debris collected shall be removed immediately and dumped at the designated dumpsite
- All designated trees (stern) must be removed within thirty (30) business days after the Contractor has received a list from the municipality. The average monthly tree removal list from the Village of Glenview contains about 100 trees. Failure to remove trees within the specified timeframe could result in termination of this Agreement.

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 re-trim 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 Municipalities. 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 CONTRACT MANAGER 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 **per Municipality**. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the CONTRACT MANAGER.

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 CONTRACT MANAGER. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 7:00am – 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 Municipality (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 CONTRACT MANAGER 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 CONTRACT MANAGER to obtain the appropriate signage from the Municipality, 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 Works Department. Trees that are identified for removal are placed on a list and marked by each Municipality as follows:

- **Lake Forest:** Parkway trees to be removed are encircled with green and white striped ribbon
- **Glenview:** 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 respective Municipality. Tree Removal Lists will contain the street name, numbered address, and diameter and a minimum of five (5) trees to be removed 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 Municipalities. If there

are questions of ownership of a tree, the Contractor shall contact the CONTRACT MANAGER to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of 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 CONTRACT MANAGER. 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.

The Municipalities will NOT allow disposal of debris at their municipal facilities. 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 sight-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 CONTRACT MANAGER. Violation will result in the assessment of liquidated damages by the Municipality 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 by each Municipality herein
- Dispose of debris as indicated by each Municipality herein

A. Stump Removal

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

- All stumps shall be surveyed for underground utilities prior to removal
- For the Village of Glenview, stumps shall be ground to a depth of 8" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the CONTRACT MANAGER 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
- For the City of Lake Forest, stumps shall 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 CONTRACT MANAGER 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
- Stump grindings shall be immediately disposed of by the Contractor
- For the Village of Glenview, all stumps must be removed within thirty (30) business days after a stump list has been submitted to the Contractor by the CONTRACT MANAGER. The average monthly stump removal list from the Village of Glenview contains about 100 stumps. Failure to remove stumps within the specified timeframe could result in termination of this Agreement.
- For the City of Lake Forest, all stumps must be removed within thirty (30) calendar days after a stump list has been submitted to the Contractor by the CONTRACT MANAGER. Please note that these stumps will be from trees that were removed by the Contractor and/or by City of Lake Forest staff. Additionally, please note that Stump Removal pricing for the City of Lake Forest is separated by the two Stump Removal Components: Stump Grinding and Restoration (restoration services include stump grinding debris removal and topsoil and seed placement) as the City of Lake Forest may request that the Contractor perform Stump Grinding and/or Restoration. Lastly, for stumps that the Contractor is required to only grind (and not restore), grindings shall be piled neatly over the stump hole and not scattered over the lawn.

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 Municipality to lay sod.
- Stump-grinding 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 re-trim the tree to arborist standards to minimize long-term damage
- All debris shall be placed away from the curb and sidewalks to eliminate hazards for the residents of the Municipalities. 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 each municipality.
- 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. Disposal of stump grindings is the responsibility of the Contractor. Violations could result in termination of this Agreement.

C. Removal Lists and Location of Stumps

Stumps that are identified for removal are placed on a list. Each list of stumps will be provided to the Contractor electronically and will contain a minimum of five (5) stumps. Each list will include street name, address, and approximate diameter of the stump and each Lake Forest list will indicate whether stump grinding and/or restoration services (restoration services include stump grinding debris removal and topsoil and seed placement) are required.

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

This section defines the services required if a Municipality requests 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 Municipalities’ 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 trimming 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 24 hours of the request. Work shall be completed within 30 business days of the initial request. The request will include street name, address, and description of the work needed. The average monthly tree pruning list from the Village of Glenview contains about 30 trees. Failure to prune trees within the specified timeframe could result in termination of this Agreement.

All requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 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 a Municipality 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 CONTRACT MANAGER 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 CONTRACT MANAGER.

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.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the CONTRACT MANAGER injure the tree.

6. **Emergency Limb Removal Services** – In addition to trimming trees on a per ticket basis, the Municipalities may also need emergency services. The services could include tree trimming 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 per Municipality.

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. Disposal of all debris is the responsibility of the Contractor.

The Contractor will be responsible for any/all repair 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. **Equipment Documentation** – the Contractor shall provide make, model, age, license number and vehicle identification number (VIN) for all equipment that will be associated with this contract. Equipment documentation shall also include a description of what the vehicle or equipment is used for (e.g., Ford F-550 –

which has been outfitted and used as an aerial lift).

FAILURE TO PROVIDE A LIST OF EQUIPMENT COULD RESULT IN DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR AWARD.

2. **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.
3. **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 CONTRACT MANAGER. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

The CONTRACT MANAGER shall 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 shall be provided to the Municipalities' Police Departments no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the CONTRACT MANAGER 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 shall 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 shall be provided to the CONTRACT MANAGER weekly. The weekly report shall 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 shall have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Municipality. In addition all products must meet applicable federal, state, and local safety standards.

Please include a list of Equipment own with your bid submission.

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 PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER. 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. Disposal of debris is the responsibility of the Contractor.

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 CONTRACT MANAGER has granted specific permission. Violation of this will result in the Municipality 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 CONTRACT MANAGER has granted specific permission. Violation of this will result in the Municipality 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 CONTRACT MANAGER.
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 CONTRACT MANAGER and both the Municipality'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 CONTRACT MANAGER. 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 CONTRACT MANAGER 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 (*Agilus 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 Municipalities, 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 Municipalities 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 Municipalities, 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 Municipalities 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.

1. APPROXIMATE QUANTITIES BY MUNICIPALITY

Table 1. Estimated Annual Tree Removal Quantities by Municipality

	Lake Forest	Glenview
Tree Removal	Number of Trees	Number of Trees
1-11"	319	344
12-18"	150	200
19-26"	45	117
27-36"	12	63
37"+	2	19
TOTAL	528	743
Stump Removal	Number of Trees	Number of Trees
1-11"	319	344
12-18"	150	200
19-26"	45	117
27-36"	12	63
37"+	2	19
TOTAL	528	743
Emergency Services For Tree Removal	Estimated Hours	Estimated Hours
During Normal Working Hours	60	233
Outside During Normal Working Hours	60	128
TOTAL	120	361
Tree Pruning "Trim Tickets"	Estimated Hours	Estimated Hours
During Normal Working Hours	139	908
TOTAL	139	908

Table 2. Approximate Inventory of Trees by Municipality

	Glenview	Lake Forest
Total Tree Population		
1-11"	19,992	15,238
12-18"	6,118	6,724
19-26"	2,810	2,926
27-36"	1,246	1,081
37"+	144	272
TOTAL	30,310	26,241
Ash Tree Population		
1-11"	750	1,204
12-18"	410	724
19-26"	40	209
27-36"	16	21
37"+	6	4
TOTAL	1,226	2,162
American Elm Tree Population		
1-11"	288	289
12-18"	66	205
19-26"	83	181
27-36"	128	141
37"+	23	34
TOTAL	588	850

2. VILLAGE OF GLENVIEW

Project Manager and Contact Information: Roy Fickel, Superintendent, rfickel@glenview.il.us, 847-904-4522.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the CONTRACT MANAGER (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 CONTRACT MANAGER.

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 Day (January 1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25)

The CONTRACT MANAGER 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 CONTRACT MANAGER 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 Works Service Center at 2498 East Lake Avenue, Glenview. The Contractor must receive approval from the CONTRACT MANAGER prior to disposal of debris at the facility.

3. CITY OF LAKE FOREST

Project Manager and Contact Information: Corey Wierema, Supervisor of Forestry / City Forester, wieremac@cityoflakeforest.com, 847-810-3564

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the City Forester (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 5 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 City Forester.

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 Day (January 1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25)

The City Forester 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 City Forester and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The City of Lake Forest may allow the Contractor to store equipment at the Municipal Services facility, 800 N. Field Dr., Lake Forest, IL

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 a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2017

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 _____, 2017

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 a Municipality 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 Glenview may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality 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 _____, 2017

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified 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 _____, 2017

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 _____, 2017

Notary Public

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