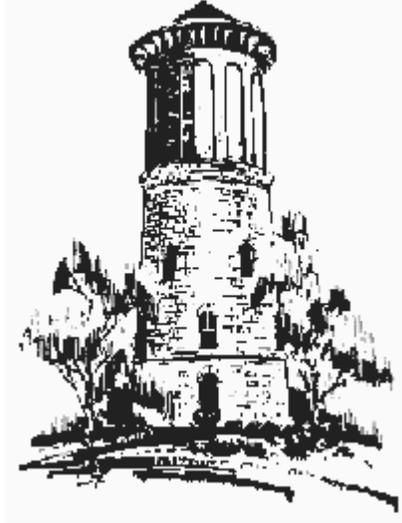


THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR

2017 TREE REMOVAL

TUESDAY, DECEMBER 13, 2016
10:15 A.M. PREVAILING LOCAL TIME

TABLE OF CONTENTS

LEGAL NOTICE	2
INSTRUCTIONS TO BIDDERS	3
PROPOSAL	5
SCHEDULE OF BID PRICES	7
SPECIAL SPECIFICATIONS	8
GENERAL SPECIFICATIONS	10
Acceptability of Work	10
Assignment	10
Bidder Investigations.....	10
Building Regulations	10
Collusion Among Bidders.....	11
Employment Discrimination	12
Contractor Personnel	12
Debarment	13
Default Clause	13
Exceptions	14
Expenses Incurred in Preparing Bid.....	14
Failure to Deliver.....	14
Guaranty	14
Hours and Days of Work.....	15
Indemnification.....	15
Nonappropriation	18
Oral Statements	19
Permits, Licenses.....	19
Prevailing Wage.....	19
Protection and Restoration of Property	19
References.....	20
Renewal of Contract	20
Responsibility for Construction - Safety, Shoring, Scaffolding and Construction Methods	20
Smoking Policies.....	21
Storage	21
Termination	21
Unnecessarily Elaborate and Unresponsive Submittals.....	21
Waivers of Lien	22
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION	23
AGREEMENT	26

LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **PARKWAY TREE REMOVAL**

Bids will be received until 10:15 A.M. Prevailing Local Time on the 13th DAY OF DECEMBER, 2016 by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the contract.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois or at www.wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates, if applicable.

Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Jeanine Jasica, Village Clerk

Published in the Doings Newspaper on December 1, 2016.

INSTRUCTIONS TO BIDDERS

VILLAGE OF WESTERN SPRINGS
DATE: DECEMBER 1, 2016

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2017 PARKWAY TREE REMOVAL
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:15A.M.** Prevailing Local Time on the **13TH** day of **DECEMBER, 2016**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the Contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within SIXTY (60) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding SIXTY (60) days.

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all proposals for a period of SIXTY (60) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "Exhibit B" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the payment of local prevailing wage rates.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of General Specifications, Special Provisions, Map, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **PARKWAY TREE REMOVAL**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **MARCH 15, 2017 or before**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement. As the weather is the significant factor in determining when the service is necessary, the Village will notify the Contractor as to when maintenance is to begin, based upon weather conditions.

7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

Date

Proposed Contractor (Bidder)

Witness

EXHIBIT A
SCHEDULE OF BID PRICES
2017

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Tree Diameter Group (caliper by DBH)	Estimated % (based on 2016)	Unit Price (per inch at DBH)	Stump & Chip Removal (flat rate)
6" – 12" TREES	23%	_____	_____
13" – 24" TREES	54%	_____	_____
25" – 36" TREES	20%	_____	_____
+37" TREES	3%	_____	_____

CONTRACTOR _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

SPECIAL SPECIFICATIONS

PARKWAY TREE REMOVAL

Description of the Work

It is the intent of this specification to provide for the removal of dead, dangerous, or diseased trees from the Village parkway. The primary concern is the prompt and efficient removal of trees infected with Dutch Elm disease.

This work must be accomplished in accordance with the following specifications:

1. The Village of Western Springs will accept quotations from licensed, professional forestry firms for the removal of parkway trees. Each proposal must be accompanied by a letter from the bidder insurance and bonding company stating that the required coverage will be provided upon award of a contract.
2. The Department of Public Works – Forestry will designate the trees to be removed and the streets that may be temporarily blocked off. The streets, however, will be opened at the end of the day and all debris removed from the job site. Barricades will not be permitted on the parkways. Sidewalks shall be barricaded.
3. This work shall be done between 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
4. The quotations shall be on a cost per inch DBH for each size class (see Schedule of Bid Prices) and shall include the removal and proper disposal of all debris and a complete daily clean-up of the work area.
5. Stumps shall be removed to a depth of 8" below grade on the day of tree removal. Stump chips shall be removed the same day grinding occurs.
6. All work shall be in accordance with safety requirements as set forth in the American National Standards Institute Standard Z.133.1.
7. THE CONTRACTOR WILL NOT BE ALLOWED TO DROP TREES LARGER THAN 15" DBH WITHOUT TOPPING THE CROWNS TO A SINGLE SHAFT. BUMPER LOGS WILL ALSO BE USED TO MINIMIZE DAMAGE TO CURBS AND STREETS.
8. The Village will conduct regular surveys to identify diseased trees and will provide the Contractor with a list of trees to be removed. The contractor must

remove all trees on the list within ten (10) days. If newly infected trees are located adjacent to work areas, they may be added to the current list at the discretion of the Village.

9. The contractor will provide all necessary equipment and personnel to complete removals in a timely and safe manner.
10. No vehicle of any kind shall be placed, parked, or operated upon or over sodded areas at any time except as authorized by the Director of Public Works or his designee.
11. All work must satisfy the requirements of these specifications as interpreted by the Director of Public Works. The working agreement may be cancelled by either the Village or the Contractor on twenty-four (24) hour notice.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the **Village**. **Further, no single change order, or accumulation of changes to the base contract amount, can exceed 50% of the total cost of the base contract Fixed Fee or Not to Exceed amount even if the total value of the change order or accumulation of changes is less than \$ 10,000.**

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western

Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default

<u>Original Contract Amount</u>		calendar day
from more than	to and including	
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900

\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as

- additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
 - C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
 - D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles

owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

6. Burlington Northern Sante Fe Railroad shall be named as additional insured.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract,

without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

The Illinois Department of Labor confirmed that tree removal does not fall under the Prevailing Wage Act. Keep in mind that the Prevailing Wage Act will still apply if there is work that requires earth moving, grading, creation of a nature park, or removal of trees from an area in order to make it ready for construction. Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he

shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **Four (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

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

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Contractor
Date: _____

Attest _____

CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

_____ hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor

DATED: _____

ATTEST:

AGREEMENT

Agreement made this the ____ day of _____ in the year ____ by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **TREE REMOVAL**.
2. The Contractor agrees that he will be available to commence work on or before **MARCH 15, 2017** and will officially, diligently and expeditiously conduct the work in a manner so as to assure completion by **DECEMBER 31st, 2017**.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated DECEMBER 13, 2016, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on **DECEMBER 1 , 2016**
 - B. Instructions to Bidders dated **DECEMBER 1 , 2016**.
 - C. Proposal dated **DECEMBER 13, 2016**.
 - D. Schedule of Bid Prices submitted by _____ dated **DECEMBER 13, 2016** (EXHIBIT A)
 - E. Specifications
 - F. Special Provisions dated **DECEMBER 13, 2016**.
 - G. General Specifications dated **DECEMBER 13, 2016**.
 - H. Contractor's Drug Free Workplace Certification dated **DECEMBER 13, 2016**.

- I. Contractor's Certification Regarding Non-Payment of Compensation dated **DECEMBER 13, 2016.**
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: _____
(Name and Title)

By: _____
(Name and Title)

*Corporate Seal of corporation

*Village Seal

Attest:

By: _____
(Name and Title)

By: _____
(Name and Title)

EXHIBIT B

CERTIFICATION BY THE CONTRACTOR

I, _____, having being first duly sworn, depose and state that I am the

_____ (insert "sole owner", "partner," president," or other proper title)

and the authorized agent of _____, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the _____ in the Village of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

- (a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
- (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This _____ Day
Of _____, 20__.

Notary Public

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CHANGE ORDER INVOLVING A/AN [(INCREASE/DECREASE) IN THE CONTRACT PRICE OF \$10,000 OR MORE]/[(EXTENSION/SHORTENING) OF THE TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY DAYS OR MORE] (_____ CONTRACT)

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Act 5, Section 33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed change order to the contract between the Village of Western Springs and _____, attached hereto as Exhibit "A" and made a part hereof, to the Corporate Authorities of the Village of Western Springs; and

WHEREAS, said change order attached hereto as Exhibit "A" would [(increase/decrease) the contract price by \$_____] [(extend/shorten) the time period in which the contract is to be completed by _____ days];

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1: That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.

- B. That the basis of the change order is germane to the contract.
- C. That it is in the best interests of the Village of Western Springs to approve the change order in its proposed form.

Section 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

ADOPTED this _____ day of _____, 19__,
pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 20__.

Village President

ATTEST:

Village Clerk