



REQUESTS FOR BIDS

To Provide Parkway Tree Removals

&

Restoration Services

LEGAL NOTICE
INVITATION TO BID
TO PROVIDE PARKWAY TREE REMOVALS AND RESTORATION SERVICES

Sealed bids for Parkway Tree removals and restoration services of various locations shall be mailed or hand-delivered to the address listed below by Tuesday, September 2, 2014 10:00 a.m. Bids will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Tuesday, September 2, 2014 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for the Village of Oswego, "Parkway Tree Removals & Restoration Services"
Attention: Tina Touchette
Village Clerk
100 Parkers Mill
Oswego IL 60543

Proposal packets are available online at <http://www.oswegoil.org> or at the Oswego Village Hall, 100 Parker's Mill, Oswego, Illinois.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond equaling 5,000.00, which represents 10% of \$50,000.00 from a company with an A-1 best rating, or a cashier's check made payable to the client address Village of Oswego, Public Works Department, 100 Parker's Mill, Oswego IL. 60543. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and checking the bids.

This project is not subject to the Prevailing Wage Act.

Each contractor is to submit their bid as indicated in the Specifications.

Emailed or faxed bids will not be accepted.

Successful bidder must provide proper insurance, a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract, acceptable to the Village.

The Village reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal or contract.

SPECIFICATIONS

PARKWAY TREE REMOVALS AND RESTORATION SERVICES

I. DEFINITIONS:

The Term “Village” whenever used in the contract documents shall be construed to mean the Village of Oswego.

II. Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

III. Bid Bond:

If the bidder’s proposal for this project exceeds fifty thousand dollars (\$50,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total bid price.

IV. DELETED

V. Insurance Requirements:

The Contractor will be required to meet the Village of Oswego insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Village of Oswego an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Workmen’s Compensation Insurance:	All Liability imposed
	Workmen’s Compensation stature
Employer’s Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired, and Non-Ownership	
Vehicle Bodily Injury and Property	
Damaged to the following Limits	

VI. Bid Questions

Questions regarding this request for proposal should be in writing and directed to:

Village of Oswego
Attention: Russ Garcia
100 Parkers Mill
Oswego, IL 60543
Email: rgarcia@oswegoil.org
FAX: 630-551-4854

The Village will only respond to questions received by 4:00 p.m. on August 26, 2014. Answers will be provided in writing on the Village's website at www.oswegoil.org by 1:00 p.m. on August 29, 2014. The Village will not provide oral interpretations to bidders. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts.

Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Bidders shall acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however that the Village may waive this requirement if it in its best interest.

VII. Scope of Work:

The Village estimates approximately 2,000 trees need to be removed. The Village will authorize all or a portion of the total over the duration of the contract based upon need and available funding.

Approximately once each month between the Village will provide a list of trees to be removed. Trees to be removed will be marked with a paint dot on the trunk. Removals will be assigned not to exceed the available capacity provided by the Contractor. The list will provide the street name, address, and diameter of the parkway tree to be removed. This list will be provided on an as need basis at the discretion of the Village. Trees shall be removed within 30 days of notification.

These Detailed Specifications are for the removal of specified park and parkway trees within the Village of Oswego. The contract and work shall be carried out in conformance with the Ordinances of the Village and these detailed specifications in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for

the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village.

The contract period will be through the end of the fiscal year, which is April 30th.

A. Location of Tree Removal Work:

The location of the work is known as PUBLIC RIGHT-OF-WAY (parkways, Village parks, medians and other specified facilities) within the Village. All trees will be clearly marked with a dot of paint on the trunk side facing the street and correspond to a location list supplied by the Village. Any tree dotted in a similar manner and not on the location list, or on the location but not dotted should be brought to the attention of the Village for determination. All tree removal work is to be done in accordance with the enclosed removal specifications.

It is the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

B. Commencement of Work:

The bidder shall remove ALL trees designated by the village within 30 days of receiving the list unless the Village grants an extension. The request for an extension must be in writing.

C. Cleanup:

Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs or lawns during tree removal operations.

D. Safety Requirements:

1. All work shall be done in accordance with the Illinois Manual on Uniform Traffic Control Devices. Contractor will be responsible for high visibility vests for employees when working within 25 feet of roadways. Safety cones shall be used around equipment and roadway.
2. The contractor shall take all due precautions to avoid damaging the sprinkler heads, quick couplers and drip irrigation hoses. Any damage to the infrastructure by the contractor during the terms of this contract shall be repaired at the sole expense of the Contractor within ten (10) days of the damage.

E. Removal of Debris:

All debris from the tree removal operations shall be removed from the site and from the Village within twenty-four (24) hours after debris has been placed, unless authorized by the Village. No on site of Village owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. Additionally, no debris or logs shall be given to residents since they may harbor the Emerald Ash Borer. Under no circumstances shall debris be left on the parkway or street over weekends or holidays. In addition, keeping

debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

F. Tree Stump Removal:

The Contractor shall remove stumps from a list as specified by the Assistant Director of Public Works or his designee during the project. Total number will be determined by the Village after bid opening review and Board approval.

Stump Removal Requirements shall be as follows:

1. The Contractor shall notify the property owner where the tree is to be removed one calendar week prior to the start of work. Notification may be made in person or by the use of a door hanger. The Contractor shall keep a log of the date, time, and person contacted. If notification is made by door hanger, the Contractor shall report the date, time, and location that the hanger is placed. The door hanger shall notify the resident of the need for the work, the description of the work, contact information for the Village, and a request that the resident remove any stone, landscape bricks or plant material prior to the start of work.
2. The Contractor shall have all stump locations surveyed for underground utilities (JULIE) prior to stump grinding.
3. The tree stumps shall be ground to a minimum depth of six (6) inches and minimum width of six (6) inches past the edge of the stump at ground level, whichever is greater.
4. All surface roots and any regrowth in the stump prior to grinding shall be removed.
5. No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
6. The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
7. Ground wood chips from the stump removal shall be removed from the hole and imported loamy soil (free of woodchips and debris) shall be used to backfill the hole. A two (2) to three (3) inch mound of topsoil shall be used to allow for settling. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

G. Site Restoration (After Stump Grinding)

The Contractor shall ensure that all wood chips and debris generated by the grinding process are raked and removed from the stump location. Topsoil shall be placed and compacted as best possible until original ground level is reached. The disturbed areas shall be seeded and pellet mulched (EZ Mulch or equal). Site Cleanup shall be completed immediately after stump removal has been completed. More specifically, all wood chips, wood dust or any other materials generated during the job shall be removed from the work area before completion. The work area includes the street & curb, parkway, sidewalk, private lawns, driveways and any area affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as determined by the Village's representative. Upon completion of the entire tree stump operation the site should be returned to the same condition that existed in prior to work being done.

H. Disposal of Material

Contractor shall legally dispose of all waste material generated on Village Property from the removal of tree stumps at a dump site compliant with the Emerald Ash Borer Local, State and Federal regulations. Contractor shall provide a monthly report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign an EAB disposal certificate acknowledgement form.

I. General Details:

1. Examination of Site:

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

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruptions or interference with any other contractor.

2. Meeting before work begins:

it is mandatory that the Contractor meets with the Public Works grounds Operations Supervisor prior to the start of work in order to review the contract specifications, designate the appropriate project contacts and discuss the manner in which work will be proceeding, among other items.

3. Emerald Ash Borer Compliance Agreement (Illinois Department of Agriculture):

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

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the Village following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

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

4. Alterations, Omissions and Extra Work:

The Village of Oswego reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

5. Damage to Public or Private Property:

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the village. The Contractor shall inform the Village of any damage caused

by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contactor and deduct these costs from any payment due the Contractor.

6. Protection of Existing Facilities:

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at not cost tot eh Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

7. Periodic Inspection:

The bidder shall notify the office of the Village at the beginning and end of any workday crews are in Oswego giving the location of that day's work. This notification shall consist of the **starting locations and work completed for that day**. The Village must also be notified on any work day that crews will not be in Oswego prior to completion of any given removal list. The Public Works Grounds Operations Supervisor or his representative will periodically inspect the work and will be available between the hours of 7:00 a.m. and 3:00 p.m. should any problems arise. The Village can be contacted at 630-554-3242.

8. Contractor's Representative:

Competent English speaking supervisory personnel shall be present on the job at all times. The supervisory personnel shall have full authority to act for the bidder and receive and execute orders from the Public Works Grounds Operations Supervisor or appointed representative. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities being cleaned on a weekly basis to be sure that it has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor and/or staff for the Village's account if the current representative(s) are deemed unacceptable.

9. Accessibility of Contractor:

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor shall update the Public Works Grounds Operations Supervisor or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

10. Workers:

The bidder shall employ competent laborers and shall replace, at the request of the Public Works Grounds Operations Supervisor any incompetent, unfaithful, abusive or disorderly workers in their employment. Only workers expert in their respective branches of work shall be employed where special skill is required. The bidder is reminded that his employees are an extension of the Village's workforce and they are to work in courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

11. Arborist Certification:

There shall be at least one “Certified Arborist” or “Certified Tree Worker” as recognized by the International Society of Arboriculture on the job site at all time.

12. Traffic Control:

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual or Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. The Contractor is to erect warning signs and furnish adequate barricades for the purpose of directing traffic during tree removal operations.

While overhead removal work is taking place, the Contractor shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

13. Safety:

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

14. Reporting:

The bidder shall keep weekly records of work completed on forms furnished by the Village and all other reports it may deem necessary. These records will be **turned into the Village’s office or faxed each Friday upon completion of the work for the week** and with the appropriate corresponding statement in the format designated by the Village.

15. Trespass on Land:

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

16. Working Hours:

The Contractor shall work the same hours as the Public Works Department unless other arrangements are agreed upon ahead of time. The Contractor must inform the Public Works Grounds Operations Supervisor, or his designee when the Contractor will be working outside of the normal working hours of the Public Works Department.

17. Subletting Contract:

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

18. Default:

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

19. Workmanship:

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

20. Retainage: The Village will retain 10% of each invoice until a maximum of \$1,000 is retained. Retainage will be held for a period of one year after the completion of all restorations completed between January 1 and December 31. The retainage will be released in July of the following year upon confirmation that restoration work is acceptable.

21. Costs:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively

22. References:

A reference list (attached) must also be submitted with the bid documents. The references must be municipal accounts or accounts similar in size, but shall include at least one (1) municipal client at a minimum.

23. Equipment Condition:

All equipment will be kept in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

24. Fuel/Oiling:

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

25. Additions or Deletions:

The Village reserves the right to increase or decrease quantities and number of any item or portion of the work, or to omit portions of the work as may be deemed necessary. The Contractor will be asked to provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. These rates shall be used when the quantities of work must be increased or decreased for any reason such as adding sites, deleting sites, or failure of the Contractor to complete required work. Using these rates, the Village and the Contractor shall meet and shall mutually agree upon the dollar amounts to be added to or deleted from the contractor.

26. Report of Work Performed and Scheduled:

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Public Works Grounds Operations Supervisor in detailing the weekly progress that has been performed by the Contractor during the

previous month. At the same time, the Contractor shall also provide a schedule of work that is anticipated to be completed in the subsequent month.

J. Method of Measurement

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416. The Contractor shall submit a measurement in writing prior to removal of the tree. The Engineer will confirm the tree size and authorize removal. No removals shall occur until the Engineer and Contractor agree to the tree size.

K. Basis of Payment

Trees to be removed will be paid for at the contract unit price for the class of tree removed. Stump grinding, traffic control, protection of existing facilities, restoration, and disposal will not be paid for separately but shall be included in the cost of the ground stump.

VIII. Billing/invoicing:

The Contractor may invoice the Village no more than once per month upon completion of the removal of all trees on the list for which he is billing. The contractor shall provide an itemized bill indicating the address, date, diameter of each tree removed, unit cost, and total cost.

IX. Rejection of Bids:

- A. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- C. Any bid not conforming with the specifications or requirements set forth by the Village in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

X. Award of Bid:

- A. Formal bid submission shall be tabulated and a recommendation shall be prepared by the Department Head making a purchase subject to the formal bid requirements and sent to the Finance Director for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.
- B. The Finance Director shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Village President and the Board of Trustees for consideration of awarding a formal contract.

- C. All awards made in accordance with this Code are final determinations.
- D. Renewal Option: The contract shall be for a one year period, but may be extended on an annual basis at the option of the Village of Oswego in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

XI. Change Orders:

- A. After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - 1. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
 - 2. Is germane to the original contract; and
 - 3. Does not exceed twenty percent (20%) of the contractor amount; and
 - 4. Is approved by the Board of Trustees. However, the Village Administrator, or his/her designee can approve change orders for amounts that are not greater than fifteen thousand dollars (\$15,000.00). The Village Board shall be informed of any such Village Administrator approved change order at the next Village Board meeting.
- B. Change orders for contracts for public improvements shall be as provided by state law.

XII. Construction Contracts:

- A. The bidder must furnish and pay for satisfactory performance, labor and material payment bonds in the amount of one hundred ten percent (110%) of the contract amount and any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the bidder.
- B. The bidder must comply with all applicable laws prerequisite to doing business in the state.
- C. The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- D. The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- E. The bidder must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- F. The bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Finance Director or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

- G. The bidder must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

XIII. Additional Items

CONTRACT REQUIREMENTS

The successful bidder will be required to enter into a contract with the Village of Oswego consistent with the terms of this Request for Proposal which should contain the following terms:

WAGE RATE REQUIREMENTS

- A. This project is not subject to payment of the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

Sexual Harassment

During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

DRUG FREE WORKPLACE

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
 - 1. Specifying the actions that will be taken against employees for violations of such prohibition.
- B. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. 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.
- C. Establishing a drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor’s policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- D. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- E. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- F. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- G. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- H. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- I. The Contractor will be required to sign a Drug Free Workplace Certification.

NON-COLLUSION

The Contractor is barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Steve Jones, Village of Oswego Administrator Date

Attest _____ Title _____

(Printed Name of Contractor)

Address Date

City State Zip Code

Signature of Authorized Representative

Title Date

WAGE RATE REQUIREMENTS CERTIFICATION

GENERAL

1. A. This project is not subject to payment of the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
- B. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.

Steve Jones, Village of Oswego Administrator Date

Attest _____ Title _____

(Printed Name of Contractor)

Address

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. 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.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor’s policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

(Printed name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

EMERALD ASH BORER (EAB) DISPOSAL CERTIFICATE

The Undersigned Bidder will provide the Village a copy of the approved State of Illinois Emerald Ash Borer (EAB) Compliance Agreement applicable to the Illinois Department of Agriculture’s State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer, pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq). Additionally, by signing this certificate, the Undersigned Bidder agrees to supply the Village with the disposal location of all trees that have been disposed of in compliance with all laws relevant to the Illinois Department of Agriculture’s requirements.

(Printed Name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title Date

REFERENCES

VILLAGE OF OSWEGO

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

BID SHEET

Size Class	D.B.H.	\$ Price / Inch	Max. Capacity Per Month (# of trees)
1	0"-12"	\$ _____	_____
2	12.1"-18"	\$ _____	_____
3	18.1"-24"	\$ _____	_____
4	24.0"-30"	\$ _____	_____
5	30.1"+	\$ _____	_____

PRINTED NAME _____

SIGNED _____

TITLE _____

COMPANY _____

DATE _____

CONTRACTOR BID AGREEMENT

TO: Village of Oswego
100 Parker's Mill
Oswego, IL. 60543

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____