



REQUESTS FOR BIDS

To Provide Ash Tree Stump Removals

&

Restoration Services

LEGAL NOTICE
INVITATION TO BID
TO PROVIDE ASH TREE STUMP REMOVALS AND RESTORATION SERVICES

Sealed bids for Parkway Ash Tree stump removals and restoration services of various locations shall be mailed or hand-delivered to the address listed below by Tuesday, August 26, 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, August 26, 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, "Ash Tree Stump 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 from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the bid and 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 No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.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

ASH TREE STUMP 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. Performance Bond:

If the bidder's proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the Village and shall become binding with the acceptance of the bid.

Performance bond satisfactory to the Village, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the Village, in an amount equal to 110% of the price specified.

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 20, 2014. Answers will be provided in writing on the Village's website at www.oswegoil.org by 1:00 p.m. on August 25, 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:

Approximately once each month between April and October, the Village will provide a list of up to 100 stumps to be removed. The list will provide the street name, address, and diameter of the parkway tree stump to be removed. This list will be provided on an as need basis at the discretion of the Village. Stumps shall be removed within 30 days of notification.

A. 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.
2. 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.
3. All surface roots and any regrowth in the stump prior to grinding shall be removed.
4. 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.
5. 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.
6. 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.

B. 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.

C. 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.

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. Method of Measurement

Stumps to be ground will be measured by the inch along the diameter of the stump.

F. Basis of Payment

Stumps to be ground will be paid for at the contract unit price per inch for the size of stump to be ground. 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 stumps on the list for which he is billing. The contractor shall provide an itemized bill indicating the address, date, diameter of each stump ground, 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

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

2014

2015

2016

Stump size: 1"-4" \$_____per inch \$_____per inch \$_____per inch

Stump size: 5"-8" \$_____per inch \$_____per inch \$_____per inch

Stump size: 9"-12" \$_____per inch \$_____per inch \$_____per inch

Stump size: 13"-15" \$_____per inch \$_____per inch \$_____per inch

Stump size: 15" + \$_____per inch \$_____per inch \$_____per inch

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: _____