

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
DECEMBER 11, 2012 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Bid: Demand Pruning Services	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to authorize award of a three-year contract for Demand Pruning services to D. Ryan Tree & Landscape LLC of DeKalb, Illinois in the amount of \$25,950.00 (\$8,650.00 per year).

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Top Quality Infrastructure* and *Steward of Fiscal and Environmental Sustainability*.

**FISCAL IMPACT**

The approved FY13 Budget provides \$11,000 in the General Fund for this service.

**RECOMMENDATION**

Approval on the December 11, 2012 consent agenda.

**BACKGROUND**

The purpose of this contract is for the pruning of various individual parkway trees that may require hanging limb removal, deadwood removal, or pruning for clearance. This contract also includes occasional emergency pruning work to make conditions around a hazardous tree safe for the public. Historically, the amount of pruning for this contract has fluctuated from year to year due to weather conditions.

A Call for Bids for demand pruning services was issued and published in October 2012 in accordance with the Village's Purchasing Policy. Bidders were asked to provide prices for three years. The bids received are summarized in the following table:

<b>Service Provider</b>	<b>Total Bid 2013</b>	<b>Total Bid 2014</b>	<b>Total Bid 2015</b>
D. Ryan Tree & Landscape LLC	\$8,650.00	\$8,650.00	\$8,650.00
Mike's Tree Service	\$9,500.00	\$9,500.00	\$9,500.00
Homer Tree Care, Inc.	\$11,450.00	\$12,300.00	\$13,540.00
Winkler's Tree & Landscaping, Inc.	\$13,500.00	\$13,500.00	\$13,500.00
The Davey Tree Expert Company	\$22,200.00	\$22,200.00	\$22,200.00
Kramer Tree Specialists, Inc.	\$27,000.00	\$27,770.00	\$28,470.00
Nature's Trees DBA Autumn Tree	\$46,000.00	\$46,000.00	\$46,000.00

The lowest responsive and responsible bidder is D. Ryan Tree & Landscape LLC of DeKalb, Illinois. Their references are all positive. This contract will be their first demand pruning contract with Downers Grove, though they have had the regular parkway tree pruning contract before. Staff is satisfied that D. Ryan Tree & Landscape LLC meets the Village's specifications and that their pruning work will be what is required for all three years.

**ATTACHMENTS**

Contract Document



## CALL FOR BIDS

- I. Name of Company Bidding: D. WOOD TREE & LANDSCAPE LLC.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-40-2012/TT
  - B. For: DEMAND PRUNING SERVICES
  - C. Bid Opening Date/Time: October 24, 2012, 10:00 a.m. at Public Works
  - D. Pre-Bid Conference Date/Time: **REQUIRED** October 19, 2012 10:00 a.m. at Public Works Facility at 5101 Walnut Ave, Downers Grove, IL, 60515, (630) 434-5460
- III. Required of All Bidders:
- A. Bid Deposit: N/A
  - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
  - B. Certificate of Insurance: **Required**

Legal Advertisement Published: October 10, 2012

Date Issued: October 10, 2012

This document comprises 40 pages

Return **original** and **two duplicate copies** of Bid in a **sealed envelope** marked with the Bid Number as noted above to :

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS**

**Bid No.: CFB-0-40-2012/TT**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.**

The Village Council reserves the right to accept or reject any and all Bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

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**I. CALL FOR BIDS**

**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **October 24, 2012, 10:00 a.m.** .
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

**2. PREPARATION OF BID**

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

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2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

2.5 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. MANDATORY PRE-BID CONFERENCE**

3.1 Attendance at the mandatory pre-bid conference is required of successful bidders to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from bidders.

3.2 Because the Village considers the mandatory pre-bid conference critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Bids received from any contractor that did not attend the mandatory pre-bid conference shall not be accepted and shall be returned unopened to the bidder.

3.3 An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **4. SUBMISSION OF BID**

4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

### **5. MODIFICATION OR WITHDRAWAL OF BID**

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

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5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

### **6. REJECTION OF BIDS**

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

### **7. COMPETENCY OF BIDDER**

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

### **8. DISQUALIFICATION OF BIDDERS**

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

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- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
  - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
  - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
  - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.

### **9. BASIS OF AWARD**

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

### **10. AWARD OF CONTRACT**

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

### **11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

### **12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

### **13. SECURITY FOR PERFORMANCE**

- 13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding

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company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

### **14. TAX EXEMPTION**

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected vendor.

### **15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

### **16. CATALOGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

### **17. TRADE NAMES/SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items .



## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **19. USE OF VILLAGE'S NAME**

- 19.1 The Bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

### **20. INSPECTION**

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

### **21. DELIVERIES**

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

### **22. SPECIAL HANDLING**

- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **23. COMPLIANCE WITH OSHA STANDARDS**

- 23.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

### **24. CERCLA INDEMNIFICATION**

- 24.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

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### **25. BUY AMERICA**

- 25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

### **26. CAMPAIGN DISCLOSURE**

- 26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 26.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 26.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **27. BACKING PRECAUTIONS**

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

Village of Downers Grove

**28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS**

28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

**29. COPYRIGHT/PATENT INFRINGEMENT**

29.1 The Bidder agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**30. INDEMNITY AND HOLD HARMLESS AGREEMENT**

30.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its subcontractors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its subcontractors.

**31. NONDISCRIMINATION**

31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

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- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

### **32. SEXUAL HARASSMENT POLICY**

- 32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **33. EQUAL EMPLOYMENT OPPORTUNITY**

- 33.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:

- 33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 33.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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- 33.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 33.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.
- 34. DRUG FREE WORK PLACE**  
Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 34.1 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 Village's or bidder'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.

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- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.
- 34.6 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.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

### **36. PREVAILING WAGE ACT**

- 36.1 This contract is not subject to the Prevailing Wage Act.

### **37. PATRIOT ACT COMPLIANCE**

- 37.1 The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify

Village of Downers Grove

and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**38. INSURANCE REQUIREMENTS**

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section 38.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	
(pursuant to section 38.5 below)		

38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

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- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.
- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis,



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the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **39. SUBLETTING OF CONTRACT**

- 39.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from his obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

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**40. TERM OF CONTRACT**

40.1 The term of this Contract will be for three (3) years unless terminated sooner in accordance with Section 41.

**41. TERMINATION OF CONTRACT**

41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

41.2 In the event that the Contract is terminated due to Contractor's default, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**42. BILLING & PAYMENT PROCEDURES**

42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

42.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

42.3 Please send all invoices to the attention of Kerstin G. von der Heide, Village Forester, Village of Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515, or via e-mail to [kvonderheide@downers.us](mailto:kvonderheide@downers.us).

**43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**

43.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

## Village of Downers Grove

### **44. STANDARD OF CARE**

- 44.1. Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.
- 44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.
- 44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.

### **45. SUCCESSORS AND ASSIGNS**

- 45.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **46. WAIVER OF CONTRACT BREACH**

- 46.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **47. CHANGE ORDERS**

- 47.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

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**48. SEVERABILITY OF INVALID PROVISIONS**

48.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**49. GOVERNING LAW**

49.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**50. NOTICE**

50.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

**51. AMENDMENT**

51.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**52. COOPERATION WITH FOIA COMPLIANCE**

52.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### **III. DETAIL SPECIFICATIONS**

**A. Competitive Sealed Bidding**

The Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village"), will receive sealed bids from Contractors for demand pruning services identified in the solicitation. Bids must be received by the date and time specified.

**B. Attendance Required at Pre-bid Conference:**

For the purpose of familiarizing bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, a mandatory pre-bid conference shall be held at the Downers Grove Public Works Facility, 5101 Walnut Avenue, Downers Grove, Illinois 60515, (630) 434-5460. Bids shall only be opened from Contractors present at the mandatory pre-bid conference. Date and time of the meeting are listed on the cover sheet.

**C. Objective:**

This contract is for pruning services of various trees from time to time for clearance, vision obstruction removal, deadwood removal, hanging limb removal, storm damage repair, diseased limb removal, or hazardous branch removal upon the right-of-way of any street or alley and upon any property owned or maintained by the Village. The specifications contained herein detail how pruning activities shall occur. Under normal conditions, most of the work under this contract is expected to be non-emergency tree pruning. The funding source for this contract is the Village's General Fund, and this contract is not being performed in conjunction with a public works construction or demolition project.

**D. Qualifications of Contractors**

The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Village Forester that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give past history and references in order to satisfy the Village Forester in regard to the Contractor's qualifications. The Village Forester shall make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Village Forester reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Village Forester that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. In addition to those requirements set forth in Section 10.1 above, evaluation of the Contractor's qualifications shall include:

1. The ability, capacity, skill, and resources to perform the work or provide the service required.
2. The ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgement, experience, and efficiency of the Contractor.

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4. The quality of performance of previous pruning contracts or services with the Village and other municipalities within the last five (5) years. At least two (2) of the municipal references must be for individual pruning contracts of parkway trees annually.
5. The status of Tree Care Industry Association (TCIA) Accreditation. TCIA Accreditation shall be used as a tiebreaker for instances when submitted bid prices and all other factors are equal.

**E. Bidder Investigations**

Before submitting a bid, each Contractor 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 Forester upon which the Contractor will rely. If the Contractor receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the Village accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

**F. Quantities:**

Whenever a bid is sought for services, the quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. The Village reserves the right to increase or decrease the stated quantities.

**G. Award of Contract:**

The Village Forester shall review the submitted bids and shall rank the submitted bids by contract activity forecast (the sum total of unit price multiplied by the quantity of trees). If the submitted unit price and the calculated extension price on the bid form are at variance, the unit price shall prevail. Additional information including work history, references, and TCIA accreditation shall be reviewed as listed in Section D - Qualifications of Contractors.

The award shall be made to the lowest responsive and responsible bidder (one Contractor) for all demand pruning activities. The Village shall select the bid which is the most advantageous to the Village.

**H. Term of Contract:**

In accordance with terms mentioned in Section 40.1 above, the contract term shall be three (3) complete calendar years starting January 1 of 2013 and ending December 31 of 2015.

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### I. **Parkway Tree Composition in Downers Grove**

The following tables best describe the current parkway tree composition in the Village by species and tree diameters.

#### Top 21 tree species by percentage

Green Ash 12.08%	Hackberry 4.04%	Ginkgo 2.01%
Honeylocust 12.05%	Littleleaf Linden 4.04%	Coffeetree 1.86%
Silver Maple 8.52%	Sugar Maple 3.49%	Red Maple 1.35%
Norway Maple 8.46%	Pear 3.44%	Colorado Spruce 1.21%
American Linden 5.04%	SwampWhiteOak 2.86%	American Elm 1.04%
Crabapple 4.54%	Freeman Maple 2.66%	Siberian Elm 0.84%
White Ash 4.40%	Bur Oak 2.10%	Catalpa 0.77%

#### By Diameters

0-6"	4,609 trees
6-24"	17,064 trees
24-36"	1,450 trees
>36"	155 trees
Total	23,278 trees

### J. **Pruning Specifications:**

All pruning shall follow the *ANSI A300 (Part 1) - 2008 Pruning Standard* and the ISA's *Best Management Practices: Tree Pruning (2008)* for the purpose of crown cleaning, crown thinning, crown raising, and storm damage repair. All pruning shall improve the appearance of the trees, maintaining the crown shape and symmetry typical of the species at its given size and age with an emphasis on the following:

1. Crown cleaning to remove all dead, diseased, detached and broken branches. This shall apply to all the above described branches and stubs greater than ½" (half inch) in diameter.
2. Crown thinning to selectively remove live branches to reduce crown density. Branches to be thinned shall be ½" (half inch) diameter and greater. Thinning cuts shall remove crowded and low vigor branches. Thinning shall increase light penetration and air movement through the crown. Thinning shall also remove suckers from the base of the tree and some watersprouts on the interior. After crown thinning, trees and branches shall have foliage and mechanical stress evenly distributed along a branch and throughout the crown. Not more than one-fourth of the crown shall be removed from mature trees.
3. Crown raising to remove lower branches where practical (dependent on tree size) to obtain an eventual full foliage height clearance of fourteen (14) feet on the street side of the tree. All work shall always maintain the crown shape and symmetry typical of the species being pruned, and shall balance the tree evenly. This raising should also allow an eventual clearance over the pedestrian walk of eight (8) feet. Pruning may include reduction cuts on

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- lower limbs or thinning cuts to lighten lower branch loads to achieve clearance if complete branch removal from the tree trunk is not practical.
4. Pruning for structure to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems. Particular attention is to be given to young trees (those less than 40 years old with diameters 6"-24") if a scaffold branch is large in diameter and competes with the leader, then this scaffold branch is to be reduced back to a lateral and/or thinned to obtain a balanced crown shape overall.
  5. All final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar that leave oval exposed wounds shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.
  6. All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning method. All limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, publicly or privately owned.
  7. Proper tools for pruning shall be used for each cut. Blades of each tool, including hand pruners, pole saws, hand saws, and chain saws, shall be placed on each branch to obtain the proper pruning cut. This shall be done in a way that will not to cut, rip, or harm adjacent bark areas.
  8. No person working in trees shall use shoes with spikes, or any other footwear which will, in the opinion of the Village Forester, injure the tree being pruned. At no time shall any person working in trees for pruning purposes, wear spurs or climbing irons.

**K. Inspections for Emerald Ash Borer**

In that ash trees are included in the contract, pruned ash limbs, ash branches and ash tree trunks are to be inspected for the presence of Emerald Ash Borer (EAB) beetle activity. Ash limbs and branches are to be made available for Village staff to inspect from time to time before being chipped. The Contractor shall notify the Village Forester if any EAB larvae, galleries or beetles are found.

**L. Pruning Work Lists:**

Lists containing the address, tree species, tree diameter and pruning work needed shall be submitted (phone, fax, e-mail, in person, etc.) to the Contractor from time to time.

**M. Response Time:**

Upon notification crews shall respond to "Emergency" immediate need tree situations within 4 hours. When a list of non-emergency pruning requests is given to the Contractor, these shall be completed within a two-week time period.

**N. Site Clean-Up:**

The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site clean-up shall include the removal of sawdust, small twigs, chips,



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leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

**O. Wood and Chip/Grinding Debris Disposal:**

Disposal of wood chips and grinding debris generated by work described within this contract shall be the responsibility of the Contractor. The Contractor may deliver chips to the homes of Village residents as requested by the residents without charge, at a time convenient to the Contractor. Chips shall be left only on private property and not on the parkway or in the street. Any logs requested by the residents shall be given free of charge and shall not be from diseased trees. Logs left at the homeowner's request must be on the resident's property and not the parkway. Any logs from elm trees must have the bark removed.

**P. Damage to Public or Private Property:**

Should any damage to private or public property occur as a result of the service performed or work done by the Contractor, the Contractor shall immediately notify the Village Forester or other Village representative of such damage. Any correction of damage shall be resolved within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village Forester, the Village reserves the right to repair or replace that which was damaged and assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

**Q. Protection of Overhead Utilities:**

Tree pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to their operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

**R. Contractor Personnel and Equipment:**

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period. All vehicles and equipment needs to have the Contractor's name in a visible location to avoid possible parking tickets. All vehicles and equipment shall abide by the standards listed in the Traffic Control section. All vehicles and equipment shall have the appropriate items to avoid damage to public and private property (example – boards or pads for outriggers to avoid depressions, etc...).

All individuals shall be familiar with the pruning specifications. The Village Forester or other Village representative shall have, throughout the life of the contract, the right of

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reasonable rejection and approval of staff assigned to the work by the Contractor. If the Village Forester or other Village representative rejects staff, the Contractor must provide replacement staff satisfactory to the Village Forester or other Village representative in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees is the responsibility solely of the Contractor.

**S. Work Crew Supervision:**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Village Forester or other Village representative.

**T. Certified Arborist:**

At least one individual shall be on the job site at all times who has passed the International Society of Arboriculture (ISA) arborist certification exam and received a Certified Arborist certificate prior to the bid opening date listed on the cover sheet. Their name(s) and certification number(s) must be included in the bid document to be considered for this project, and listed on the ISA website at <http://www.isa-arbor.com>. Any change in the status of the Certified Arborist individual(s) during the life of this contract must be reported to the Village Forester at the time of occurrence. Failure to have a Certified Arborist on site at all times shall result in termination of the contract.

**U. Workdays, Working Hours, and After Hours Contact:**

The Contractor shall schedule work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless authorized by the Village Forester or other Village representative.

The Contractor and the Village Forester shall determine hours for emergency work. The Contractor shall supply a contact phone number which shall be more than just an answering machine in case an emergency tree situation arises which needs to be discussed.

**V. Safety Standards:**

All equipment to be used and all work to be performed shall be in full compliance with the most current revision of the *ANSI Z133.1-2012 Safety Requirements for Arboricultural Operations*, or as amended.

Contractor personnel exposed to public vehicular traffic shall wear warning vests or other suitable garments marked with or made of reflectorized material. At a minimum, this includes ANSI Class 2 garments.

**W. Traffic Control**

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the Village. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to minimize any hazard to traffic or pedestrians. The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration *Manual on*

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*Uniform Traffic Control Devices for Streets and Highways (MUTCD)* current edition, the State of Illinois *Illinois Vehicle Code*, the Illinois Department of Transportation *Highway Standards*, and the Illinois Department of Transportation *Handbook of Traffic Engineering Practice for Small Cities*. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The Village shall make no separate payment for this work. Traffic control shall include but not be limited to the following:

1. All work vehicles shall be positioned on the same side of the street as the work site.
2. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
6. Warning signs such as "Men Working" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 36 inches by 36 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 12 inches above the pavement.
7. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
8. Channeling devices such as cones shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Tapers approaching the work zone shall be:
  - 150' minimum for posted speed limits 35 mph or higher
  - 50' minimum for posted speed limits 30 mph or less
9. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.
10. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
11. Should complete street closure be required for a maximum of 8 hours on any given day in order to complete contract work, the Contractor shall notify the Forestry Division and the Police Department, and the appropriate barricades (at least 3 Type II barricades at each intersection), and "Road Closed" and "Detour" arrow signs used to direct traffic around the work area.
12. Flaggers shall be appropriately dressed (orange vest, etc.) to alert motorists, shall stand in a conspicuous position facing approaching traffic, and shall use the proper traffic control sign and IDOT flagging procedures when directing traffic.

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**X. Inspection of Work:**

All work shall be completed to the satisfaction of the Village Forester or Forestry representative and same shall resolve any questions as to proper procedures or quality of workmanship.

**Y. Unsatisfactory or Unsafe Work**

If, at any time during the contract, the service performed or work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Village shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The Village reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

**Z. Costs and Basis of Payment**

The Contractor affirms and states that the prices submitted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, 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.

The Contractor shall be paid for the work described herein on a per tree basis depending on the tree's diameter and the unit price for a given tree diameter. The tree diameter shall be measured with a standard measuring tape at a point four and one-half (4-1/2) feet above the highest ground level at the tree. In cases of low-branching trees with a crotch that is four and one-half (4-1/2) feet or lower from the ground, measurement shall be taken below the lowest branch. If a tree becomes multi-stemmed below one (1) foot, each stem shall be measured independently and shall be paid as a single tree if stems number 3 or less, and as 2 trees if stems number more than 3.

Partial payment shall be made to the Contractor as work progresses but, in no case, shall payment be made on trees not completed to the satisfaction of the Village Forester and in accordance with these specifications and accepted arboricultural practices.

The contract unit prices shall remain firm for the contract term, or until all pruning work is complete.

The Awarded Contractor shall send all invoices to the Village Forester. The Village shall pay the Contractor after receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets the contract requirements, whichever occurs later.

Village of Downers Grove

**AA. Liquidated Damages**

The Village and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal or arbitration proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract. The Village shall deduct these liquidated damages from any monies due or to become due to the Contractor for breach of this contract.

1. \$100.00 per day for failure to complete the work in the time frames required by this contract;
2. \$100.00 per day for failure to clean up and restore each site as required by this contract;
3. \$100.00 for each tree improperly pruned or with incorrect pruning cuts such as flush cuts and tears.

**AB. Emerald Ash Borer Compliance Agreement**

By the start of the contract term, the awarded Contractor shall have signed and completed an Illinois Department of Agriculture Emerald Ash Borer Compliance Agreement, and shall be listed on the IDA website (<http://www.illinoiseab.com>). A copy is to be submitted with the bid.

**AC. Tree Care Industry Association Accreditation**

TCIA Accreditation shall be used as a tiebreaker for instances when submitted bid prices and all other factors are equal. If applicable, a copy of the accreditation certificate is to be submitted with the bid.

**AD. Failure to Enforce**

Failure by the Village at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Village to enforce any provision at any time in accordance with its terms.

**AE. Questions during the Bid Process:**

All questions shall be directed to:

Theresa H. Tarka, Purchasing Department,  
(630) 434-5530 and FAX (630) 434-5571.

**AF. Bid Form Submission:**

Each bidder shall submit the original and two copies of the bid in a sealed envelope no later than the time and date specified on the cover sheet. Bids received after the specified time shall be rejected and returned to the bidder unopened. Each bid shall contain:

1. Unit prices and extensions
2. A listing of the certified arborists

## Village of Downers Grove

3. At least four (4) municipal or other governmental references who can attest to the Contractor's previous satisfactory performance with similar contracts for tree pruning. Include names, addresses and phone numbers.
4. At least two (2) of the four (4) municipal references are to have employees titled as "Forester", "Forestry Superintendent" or equivalent. Ideally, these employees are Certified Arborists or Municipal Specialists. These "Foresters" need to verify the Contractor's previous satisfactory performance of individual tree pruning contracts annually. List specific individuals and the municipality on the reference sheet including their office address and phone number. Include the year of each individual pruning contract.
5. Attach a copy of the Emerald Ash Borer Compliance Agreement.
6. Attach a copy of TCIA Accreditation if applicable
7. Applicable insurance information supplied and forms completed.
8. For this particular contract, it is the opinion of the Village that Apprentice and Training Certificates and Buy America Certificates are not applicable, and can remain blank.
9. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate.
10. Cover page and Signature block completed including an after-hours phone number other than an answering machine.

Village of Downers Grove

**IV. BID AND CONTRACT FORM - DEMAND PRUNING**

The undersigned Contractor offers to provide to the Village of Downers Grove, an Illinois municipal corporation, **Demand Pruning Services** conforming to the terms and conditions set forth herein.

**A. Unit Prices and Extensions**

**January 1 – December 31, 2013**

Diameter	Tree #	Unit Price	Extension
6-24"	70	70 -	\$ 4,900 -
24-36"	40	75 -	\$ 3,000 -
>36"	10	75 -	\$ 750 -
TOTAL			\$ 8,650 -

**January 1 – December 31, 2014**

Diameter	Tree #	Unit Price	Extension
6-24"	70	70 -	\$ 4,900 -
24-36"	40	75 -	\$ 3,000 -
>36"	10	75 -	\$ 750 -
TOTAL			\$ 8,650 -

**January 1 – December 31, 2015**

Diameter	Tree #	Unit Price	Extension
6-24"	70	70 -	\$ 4,900 -
24-36"	40	75 -	\$ 3,000 -
>36"	10	75 -	\$ 750 -
TOTAL			\$ 8,650 -

Village of Downers Grove

**B. Personnel**

Certified Arborist who shall be present each workday:

Name and number Dustin Ryan #IL1637

Additional Certified Arborists:

Name and number \_\_\_\_\_

Name and number \_\_\_\_\_

Name and number \_\_\_\_\_



Village of Downers Grove

**IV. BID/CONTRACT FORM**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

<b>BIDDER:</b>	
<u>D. RYAN TREE &amp; LANDSCAPE</u> Company Name	Date: <u>10/9/12</u>
<u>17271 Rt 23</u> Street Address of Company	<u>D. RYAN TREE @ Hotmail.com</u> Email Address
<u>Downs IL 60115</u> City, State, Zip	<u>Darlin Ryan</u> Contact Name (Print)
<u>630-752-8733</u> Business Phone	<u>630-800-8767</u> 24-Hour Telephone
_____ Fax	<u>[Signature]</u> Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Darlin Ryan OWNER</u> Print Name & Title
_____ Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 180 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: ~~Downers Grove~~ Village of Downers Grove  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Forestry Contact Name Castine  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Municipality Village of Caryville  
Address: 708-579-2325  
Telephone # \_\_\_\_\_  
Forestry Contact Name DAN  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Municipality: Village of Addison  
Address: \_\_\_\_\_  
Telephone # 630-742-5494  
Forestry Contact Name TIM  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Municipality \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Forestry Contact Name \_\_\_\_\_  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Forestry Contact Name \_\_\_\_\_  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Municipality \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Forestry Contact Name \_\_\_\_\_  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Forestry Contact Name \_\_\_\_\_  
Year of the pruning contract and number of trees pruned \_\_\_\_\_

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: DALYAN TREES & LANDSCAPE LLC  
ADDRESS: 17271 N 23  
CITY: Dale 16  
STATE: IL  
ZIP: 60114  
PHONE: 630-752-8733 FAX: \_\_\_\_\_  
TAX ID #(TIN): 26-3747110

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |   |   |
|---|---|
| <input checked="" type="radio"/> Individual | <input type="radio"/> Limited Liability Company -Individual/Sole Proprietor |
| <input type="radio"/> Sole Proprietor       | <input type="radio"/> Limited Liability Company-Partnership                 |
| <input type="radio"/> Partnership           | <input type="radio"/> Limited Liability Company-Corporation                 |
| <input type="radio"/> Medical               | <input type="radio"/> Corporation   |
| <input type="radio"/> Charitable/Nonprofit  | <input type="radio"/> Government Agency                                     |

SIGNATURE: [Signature] DATE: 10/19/12

Village of Downers Grove

**BIDDER'S CERTIFICATION** (page 1 of 3)

With regard to Demmo Parkway, Bidder D. MANTROS & LANOS CANI hereby certifies  
(Name of Project) (Name of Bidder)  
the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
4. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: [Signature]  
Bidder's Authorized Agent

26-3747110

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 15<sup>th</sup> day of OCTOBER,

2012  
[Signature]  
Notary Public



Village of Downers Grove

**BIDDER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this Bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

**(c) Sole Proprietor**

The Bidder or Supplier is a Sole Proprietor whose full name is: D. Ryan Tuer

and if operating under a trade name, said trade name is: D. RYAN TUER & Landscape LLC,

which name is registered with the office of Secretary of STATE in the state of

IL

Village of Downers Grove

**BIDDER'S CERTIFICATION (page 3 of 3)**

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

INSURER'S NAME WEST BEND MUTUAL INS. CO / CWM-HANSTED AGENCY, INC.

AGENT PATRICK E. FAGAN

Street Address 2350 BETHANY ROAD

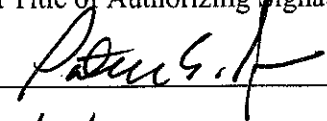
City, State, Zip Code SYCAMORE, ILL 60178

Telephone Number (815) 756-2906 ext 101

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: CWM-HANSTED AGENCY INC. / WEST BEND MUTUAL

Print Name and Title of Authorizing Signature: PATRICK E. FAGAN V.P. / AGENT

Signature: 

Date: 10/15/12

Village of Downers Grove

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

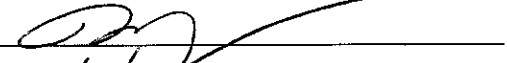
Name of Bidder: DARYAN TREE & LANDSCAPE LLC

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: DARIN RYAN OWNER

Signature: 

Date: 10/9/12

Village of Downers Grove

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

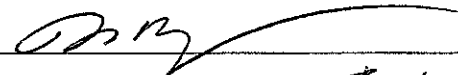
*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature   
Company Name D. PAVAN TREE & LANDSCAPE LLC  
Title OWNER  
Date 10/9/12

**Certificate of Non-Compliance**

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.



Village of Downers Grove

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.


Company Name: DARYAN TREE & LANDSCAPE L.L.C.

Address: 17271 At 23

City: Della Park Zip Code: 14, 60115

Telephone: (630) 757-8733 Fax Number: ( ) \_\_\_\_\_

E-mail Address: D.DYAN TREE @ Hotmail, com

Authorized Company Signature: 

Print Signature Name: Daniel Ryan Title of Official: OWNER

Date: 10/9/12

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature \_\_\_\_\_

*Darlene Ryan*  
Print Name \_\_\_\_\_

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum - Halsted Agency Inc 2350 Bethany Road  Sycamore IL 60178	CONTACT NAME: Michelle Holman, CISR	
	PHONE (A/C, No, Ext): (815) 756-2906 FAX (A/C, No): (815) 756-2138 E-MAIL ADDRESS: mholman@crumhalsted.com	
INSURED D RYAN TREE & LANDSCAPE, LLC 17271 IL ROUTE 23  DEKALB IL 60115	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual Ins Co	15350
	INSURER B: 5 Star Specialty Programs	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NSC0970953	12/12/2011	12/12/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			NSC0970953	12/12/2011	12/12/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE				NUC1068323	12/12/2011	12/12/2012	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000	
	DED	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		BNUWC0115293 Darin Ryan is excluded from workers compensation	12/16/2011	12/16/2012	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
			N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Demand Pruning Service  
Village of Downers Grove, its officers, officials, employees and volunteers are named as additional insureds on a primary and Non-Contributory basis per form WB1482 06/06 (attached). Waiver of Subrogation is in favor of the Village of Downers Grove.

CERTIFICATE HOLDER  (630) 434-5495  Village of Downers Grove Village Manager 801 Burlington Ave Downers Grove, IL 60515	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Patrick Fagan, CIC/MT <i>Patrick E Fagan</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – CONTRACTOR'S BLANKET**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is only an additional insured with respect to liability arising out of:
    - a. Your premises;
    - b. "Your work" for that additional insured; or
    - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

- C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

**4. Other insurance**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.