

**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: Tree and Stump Removal Contract	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 Tree and Stump Removal services to D. Ryan Tree & Landscape LLC of DeKalb, Illinois in the amount of \$347,400.00 (\$115,800 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 General Fund budget provides \$140,000 for this service.

**UPDATE & RECOMMENDATION**

This item was discussed at the December 4, 2012 Village Council meeting. Staff recommends approval on the December 11, 2012 Consent Agenda.

**BACKGROUND**

The purpose of this contract is for the removal of trees and stumps from parkways, Village properties, and unimproved rights-of-way and alleys. These removals are necessary because of tree death, hazardous conditions, infectious diseases such as Dutch elm disease, and the need to reduce the ash tree population due to potential Emerald Ash Borer infestations.

A Call for Bids for tree and stump removal 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	\$115,800.00	\$115,800.00	\$115,800.00
Homer Tree Care, Inc.	\$133,100.00	\$133,100.00	\$133,100.00
Groundskeeper Landscape Care, LLC	\$140,652.00	\$144,812.00	\$149,122.00
Steve Piper & Sons, Inc.	\$175,400.00	\$180,650.00	\$186,360.00
The Davey Tree Expert Company	\$236,450.00	\$240,050.00	\$245,750.00
Winkler's Tree & Landscaping, Inc.	\$299,000.00	\$308,200.00	\$317,400.00
Kramer Tree Specialists, Inc.	\$334,400.00	\$343,600.00	\$359,000.00

The lowest responsive and responsible bidder is D. Ryan Tree & Landscape LLC of DeKalb, Illinois. Their municipal references are all positive. D. Ryan Tree & Landscape LLC had this removal contract in

FY09, and assisted with tree removal cleanup during the summer of 2011. Attached is the contractor evaluation form from FY09. Staff is satisfied that D. Ryan Tree & Landscape LLC meets the Village's specifications and that their removal work will be what is required for all three years.

**ATTACHMENTS**

Contract Documents

Contractor Evaluation Form FY09



## CALL FOR BIDS

- I. Name of Company Bidding: D. RYAN TREE & LANDSCAPE LLC.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-42-2012/tt
  - B. For: TREE AND STUMP REMOVAL
  - 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) 434-4340
- III. Required of All Bidders:
- A. Bid Deposit: N/A
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: **Required**

Legal Advertisement Published: October 10, 2012

Date Issued: October 10, 2012

This document comprises 41 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)

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**CALL FOR BIDS**

**Bid No.:** CFB-0-42-2012/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.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including

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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.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time

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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.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

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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 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



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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.

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**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.

**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.

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### **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.

### **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,

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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.
- (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.

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**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.
- 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

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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.
- 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

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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 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

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	\$2,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section 38.9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability (pursuant to section 38.5 below)	\$ 5,000,000	

- 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.
- 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



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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, 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.

**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) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(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 tree and stump removal 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 services of tree and stump 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 removal activities shall occur. 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
4. The quality of performance of previous removal 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 tree and stump removal contracts in excess of 200 parkway trees annually.

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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. Quantities listed on the bid form represent removal trends and increased ash tree removal needs. 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 (sum total of unit price multiplied by the quantity of tree inches or stumps). 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 the Section D - Qualifications of Contractors.

The award shall be made to the lowest responsive and responsible bidder (one Contractor) for all tree and stump removals. 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.

**I. Performance Bond or Letter of Credit:**

A performance bond or letter of credit for the entire amount of the tree removal portion of the contract shall be required for each year or term of the contract. Each bidder shall submit with their bid a letter indicating capability of obtaining a performance bond or letter of credit.

**J. License Requirements:**

A current Village of Downers Grove Tree Removal License is required for the tree removal portion of the contract. The Awarded Contractor must obtain one at the start of every

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calendar year throughout the life of the contract. A license may be obtained through the office of the Village Clerk or from the Village website at [www.downers.us](http://www.downers.us)

### **K. Tree Removal Work**

1. **Tree Removal:** The Contractor shall remove all trees designated for removal by the Downers Grove Village Forester or Forestry representative. Designated trees shall be greater than four inches in diameter at breast height (DBH). Removal shall consist of cutting down each tree in a safe manner to a point four inches above the adjacent ground level. Stumps shall be flush and level without pointed wood fibers projecting upward. The Contractor shall remove and dispose of all tree limbs and tree trunks from the site in accordance with applicable ordinances and regulations of the Village of Downers Grove, DuPage County, and the State of Illinois. The Contractor shall use caution and good judgment during tree removal operations particularly when deciding if it may be appropriate to "flop" a tree, or how to make the final trunk cut of a "limbed" out tree. Sidewalks, curbs, streets, and manhole structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
2. **Tree Measurements:** Trees shall be listed as four (4) to nineteen (19) inches in diameter, and greater than nineteen (19) inches in diameter measured as follows: the 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, it shall be counted as two (2) or more trees and each stem shall be measured independently.
3. **Notification by Village:** Lists containing the address, identification and diameter of trees to be removed shall be submitted (phone, e-mail, fax, in person, etc.) to the Contractor from time to time, with infectious diseased and dead trees possibly harboring vectors of infectious diseases being highlighted. Trees requiring removal shall be marked with a red paint mark at each location. Before removal, the Contractor must verify that the tree is both marked with red and appears on the list.
4. **Notification by Contractor:** The Contractor shall notify the Village Forester or representative prior to beginning work each day on this contract. Following the completion of a removal list, the Contractor shall submit an invoice for payment with the list attached or referenced.
5. **Timeframes and Completion Requirements:** A list containing infectious diseased trees and dead trees harboring vectors of infectious diseases (such as Dutch elm disease or Pine Wilt) shall be removed by the Contractor within ten (10) workdays. The Contractor shall remove all other trees on a given list within fifteen (15) workdays. The removal period shall start the second workday after the Contractor has received the removal list (ex. if the list was received on Monday the removal period starts on Wednesday).

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6. **Emergency Service:** Occasionally, various trees shall require immediate removal or shall need to be "limbed" out to ensure public safety. Upon notice, crews shall arrive within 4 hours to the site. Final removal of fallen logs and debris shall be mutually consented upon between the Contractor and the Village Forester, generally in the range of two (2) workdays.
  7. **Site Appearance and Clean up:** Limbs and trunks temporarily placed in the parkway areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lie on the parkway overnight. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Brush, logs, and woodchips generated by work described in this contract shall be the responsibility of the Contractor. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. Aside from the stump left, the site shall be returned to the same state it existed in prior to the removal.
  8. **Protection of Property:** The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. Holes made in lawns, regardless of size, shall be filled with black dirt and seeded with a turf grass lawn seed mix. Any damage shall be rectified within ten (10) days. Equipment shall not enter upon private property unless the property owner(s) consent or the Village Forester has obtained signed right-of-entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.
  9. **Wildlife Considerations:** Except for infectious diseased trees or structurally hazardous trees, should the Contractor discover a tree marked for removal has interesting wildlife such as owls or songbirds or any birds protected by the Migratory Bird Treaty Act, the trees are to be "limbed" out to ensure public safety and the Village Forester notified. Forestry staff will coordinate any public relations. The remaining stem or trunk shall be removed at a later time once wildlife has vacated the tree.
- L. **Stump Removal Work:**
1. **Stump Removal:** The Contractor shall remove all tree stumps and buttress roots designated by the Village Forester or Forestry representative to a point eight inches (8") below the adjacent ground level. Additionally, the Contractor shall remove all surface and sufficient subsurface roots as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. The area then shall be restored with topsoil to the level of the adjoining grade and seeded.
  2. **Notification by Village:** Lists containing the address and number of stumps to be removed shall be submitted (phone, e-mail, fax, in person, etc.) to the Contractor from time to time.



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Not all trees designated for removal will require stump removal. Stump removal lists may be different from tree removal lists due to in-house removal activities.

3. **Notification by Contractor:** The Contractor shall notify the Village Forester or representative prior to beginning work each day on this contract. Following the completion of the removal list, the Contractor shall submit an invoice for payment with the list attached or referenced.
  4. **Timeframes and Completion Requirements:** A list of stumps designated for removal shall be removed and restored within twenty (20) workdays. The removal period shall start the second workday after the Contractor has received the removal list (ex. if the list was received on Monday the removal period starts on Wednesday).
  5. **Site Appearance and Disposal of Stump Grindings:** After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site with the appropriate tools for the job. The Contractor shall clean up the site and remove all grindings and debris at the end of each day's operation. Grinding debris generated by work described in this contract shall be the responsibility of the Contractor. Stumps, grindings and debris shall be placed away from the curb and gutter, street, sidewalk and private property immediately to eliminate hazards to the motoring public and pedestrians and to eliminate damage to private property.
  6. **Backfilling:** All areas where stumps have been removed and areas disturbed by the removal operation shall be back filled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed otherwise the site shall be properly barricaded overnight to ensure the safety of the public. All holes must be filled with topsoil by the second day. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the backfill material. Grindings (chips) and debris shall not be used as backfill material.
  7. **Seeding:** All adjacent disturbed areas and areas where backfill material was installed shall be seeded. The seed shall be of lawn mixture composed of fifty (50%) percent Kentucky Bluegrass, thirty (30%) Perennial Rye grass, and twenty (20%) Creeping Red Fescue. Application shall not be less than 100 lbs./acre.
- M. Inspections for Emerald Ash Borer**
- In that ash trees are included in the contract, ash limbs, ash branches and ash tree trunks are to be inspected for the presence of Emerald Ash Borer (EAB) beetle activity. Ash limbs, branches, and trunks 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 in any trees not already identified to have EAB.

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- 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, 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 logs, 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. Wood 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. Logs left in the right-of-way shall be viewed as debris to be cleaned up.
- 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 removal 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

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damage to public and private property (example – boards or pads for outriggers to avoid depressions, etc...)

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

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### 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 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.

Village of Downers Grove

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.

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 all tree removal work described herein at the contracted unit price per inch diameter for tree removal four (4) to nineteen (19) inches in diameter, and greater than nineteen (19) inches in diameter measured as follows: the diameter shall be measured with a standard 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 whose crotch is four and one-half (4-1/2) feet from the ground or lower, measurement shall be taken below the lowest branch. If a tree becomes multi-stemmed below one (1) foot it shall be counted as two (2) or more trees and each stem shall be measured independently.

The Contractor shall be paid for the stump removal work described herein at the contracted unit price per stump. Each stump regardless of size shall be counted as one (1) stump. The accumulated total of stumps removed and restored shall be the quantity paid.

In no case shall payment be made on trees and stumps not removed or completed to the satisfaction of the Village Forester and in accordance with these specifications.

## Village of Downers Grove

The contract unit prices shall remain firm for the contract term, or until all removal 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.

### **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

### **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,  
Phone (630) 434-5530 and FAX (630) 434-5571

Village of Downers Grove

**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 statement of the approximate number of personnel to be at the work site on a given workday, a list of equipment to be used on the project, and a list of the certified arborists.
3. A letter indicating capability of obtaining a performance bond or letter of credit attached.
4. At least four (4) municipal or other governmental references who can attest to the Contractor's previous satisfactory performance with similar contracts for the removal of parkway trees and stumps annually. Include names, addresses and phone numbers.
5. 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 and stump removal contracts in excess of 200 parkway trees annually within the last five (5) years. List specific individuals and the municipality on the reference sheet including their office address and phone number. Include the year of each individual removal contract and the number of trees removed.
6. Attach a copy of the Emerald Ash Borer Compliance Agreement.
7. Attach a copy of TCIA Accreditation if applicable
8. Applicable insurance information supplied and forms completed including W-9 form
9. 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.
10. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate.
11. 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  
TREE AND STUMP REMOVAL**

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

**A. Unit Prices and Extensions**

**January 1, 2013 to December 31, 2013.**

Tree or Stump Removal	Estimated Quantities	Unit Price per inch or stump	Extension
Removal 250 trees with 4 to 19" diameter	3,000 inches	\$ 9	\$27,000-
Removal 150 trees >19" diameter	4,200 inches	\$ 14	\$58,800-
Removal 400 stumps	400 (each)	\$ 75 -	\$30,000-
<b>TOTAL</b>			\$115,800-

**January 1, 2014 to December 31, 2014.**

Tree or Stump Removal	Estimated Quantities	Unit Price per inch or stump	Extension
Removal 250 trees with 4 to 19" diameter	3,000 inches	9 -	\$27,000-
Removal 150 trees >19" diameter	4,200 inches	14 -	\$58,800-
Removal 400 stumps	400 (each)	75 -	\$30,000-
<b>TOTAL</b>			\$115,800-



Village of Downers Grove

January 1, 2015 to December 31, 2015.

Tree or Stump Removal	Estimated Quantities	Unit Price per inch or stump	Extension
Removal 250 trees with 4 to 19" diameter	3,000 inches	9-	27,000
Removal 150 trees >19" diameter	4,200 inches	14-	\$58,800
Removal 400 stumps	400 (each)	75	\$30,000
<b>TOTAL</b>			<b>\$115,800</b>

**B. Personnel and Equipment**

The approximate number of personnel who will be at the work site daily is 6-9

List of equipment 2009 F750 Crane / 2012 ALTER BUCKET  
(2) 2010 4300 IN CHIP / 2011 Vermeer chipper (2100)  
2012 Vermeer Stumpel (802)

Certified Arborist who shall be present each workday:

Name and number Darin Ryan #1637

Additional Certified Arborists:

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

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

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

**C. Letter Of Capability**

Attach a letter indicating capability of obtaining a performance bond or letter of credit for the tree removal portion of the contract.

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**

**BIDDER:**

D. RYAN TREE & LANDSCAPE LLC

Company Name

Date: Oct 11-2012

17271 N 23

Street Address of Company

D. RYAN TREE @ HOTMAIL.COM

Email Address

Downers Grove, IL 60415

City, State, Zip

DARIN RYAN

Contact Name (Print)

630-752-8733

Business Phone

630-800-8767

24-Hour Telephone

Fax

[Signature]

Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation

Darin Ryan owner

Print Name & Title

Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

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

ATTEST:

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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: Village of Downersgrove  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Forestry Contact Name Cassine  
Year of the removal contract and number of trees removed \_\_\_\_\_

Municipality Village of Lisle  
Address: \_\_\_\_\_  
Telephone # 708-579-2523  
Forestry Contact Name Don  
Year of the removal contract and number of trees removed \_\_\_\_\_

Municipality: Village of Addison  
Address: \_\_\_\_\_  
Telephone # 630-742-5494  
Forestry Contact Name Tim  
Year of the removal contract and number of trees removed \_\_\_\_\_

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

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

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

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

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: D. RYAN TREE & LANDSCAPE LLC
ADDRESS: 17271 N 23 DELL RD
CITY: DELL RD
STATE: IL
ZIP: 60115
PHONE: 262-30-800-8767 FAX:
TAX ID #(TIN): 20-3747110

(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):

- Individual (circled)
Sole Proprietor
Partnership
Medical
Charitable/Nonprofit
Limited Liability Company - Individual/Sole Proprietor
Limited Liability Company-Partnership
Limited Liability Company-Corporation
Corporation
Government Agency

SIGNATURE: [Signature] DATE: 10/9/12

Village of Downers Grove

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

With regard to Tree & Stump Removal, Bidder DANAW TREE & LANDSCAPE LLC 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

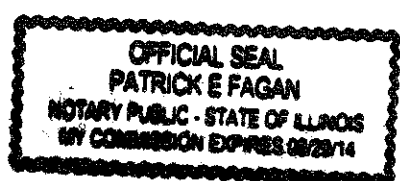
26 - 3747110

**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: DARIN RYAN and if operating under a trade name, said trade name is: D. RYAN TREE & 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. /O CROWN HARVEST Agency Inc.

AGENT PATRICK FAGAN

Street Address 2350 BENTLEY RD.

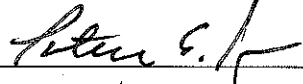
City, State, Zip Code SYCAMORE, ILL 60178

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: CROWN HARVEST Agency Inc. / WEST BEND MUTUAL

Print Name and Title of Authorizing Signature: PATRICK 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: D. RYAN 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: DAVID RYAN OWNER

Signature: 

Date: 10/9/12



**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 *[Handwritten Signature]*

Company Name *Dixson 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.

**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: D. RYAN TREE & LANDSCAPE LLC

Address: 17271 Mt 23

City: DeKalb Zip Code: 60115

Telephone: (430) 752-8733 Fax Number: ( ) \_\_\_\_\_

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

Authorized Company Signature: [Signature]

Print Signature Name: Darwin Ryan Title of Official: OWNER

Date: 10/9/12

**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.

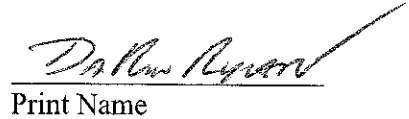
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

  
Print Name

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

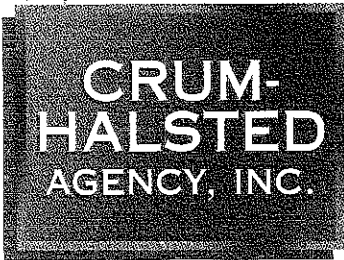
Print the following information:  
Name of Contributor: \_\_\_\_\_  
(company or individual)

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

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

\_\_\_\_\_  
Signature

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



Insurance  
Brokers &  
Consultants

2350 BETHANY ROAD  
SYCAMORE, IL 60178  
815-756-2906  
FAX: 815-756-2138

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[www.crumhalsted.com](http://www.crumhalsted.com)

October 18, 2012

Theresa H Tarka  
Purchasing Assistant  
Village of Downers Grove  
801 Burlington Ave  
Downers Grove, IL 60515

RE: D Ryan Tree & Landscape LLC  
Tree and Stump Removal  
Bid No: CFB-0-42-2012/tt

The purpose of this letter is to acknowledge capability of D Ryan Tree & Landscape LLC to secure a performance bond for the above bid up to \$200,000.00.

Sincerely,  
Crum-Halsted Agency Inc

A handwritten signature in black ink, appearing to read 'Patrick E. Fagan', is written over a faint, larger version of the same signature.

Patrick E Fagan, CIC  
Vice President, Ext 101



# 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).

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

**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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED 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
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NUC1068323	12/12/2011	12/12/2012	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BNWUC0115293 Darin Ryan is excluded from workers compensation	12/16/2011	12/16/2012	<input checked="" type="checkbox"/> WC 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

**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.

<b>CERTIFICATE HOLDER</b> (630) 434-5495  Village of Downers Grove Village Manager 801 Burlington Ave Downers Grove, IL 60515	<b>CANCELLATION</b> 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>
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**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.

# Village of Downers Grove

## Contractor Evaluation

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Contractor: D Ryan Tree & Landscape LLC

Project: Tree and Stump Removal

Primary Contact: DaRin Ryan 815-739-8898

Time Period: January 1 to December 31, 2009

On Schedule (allowing for uncontrollable circumstances) yes

Provide details if early or late completion: All work was completed on time and per the removal specifications. In total, 314 trees and 249 stumps were removed throughout the year at a cost of \$150,529.31.

Change Orders (attach information if needed): None

Difficulties / Positives: D Ryan Tree & Landscape LLC was very easy to deal with and they are extremely experienced with municipal parkway tree removals. Lists of removal needs were sent to the office and then completed in a timely manner.

Interaction with public: good

Complaints: minor complaints about debris or turf damage, all of which were readily taken care of

Compliments: several for the speed and ease of the removal including 5900 Fairview

General Level of Satisfaction with work: Satisfied

Should the Village contract with this vendor in the future? Yes

Reviewers: Kerstin G. von der Heide, Village Forester

Date: January 21, 2010