

**AGREEMENT ACCEPTANCE**

**VoBG-2021-20  
Tree Planting**

ACCEPTANCE

The Agreement/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*Village of Buffalo Grove*] ("Municipality") this 18<sup>TH</sup> day of May, 2021.

This Acceptance, together with the Agreement/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Agreement/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon Municipality unless accepted by Municipality in a written document plainly labeled "Amendment to Agreement/Proposal." Acceptance or rejection by Municipality or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By:   
Title: Village Manager



Village of Buffalo Grove  
Village of Kenilworth  
City of North Chicago

# Tree Planting 2021

Bid and Contract Documents

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# INVITATION TO BID

## VoBG-2021-20

### Tree Planting 2021

The Villages of Buffalo Grove, Kenilworth, and City of North Chicago (collectively, the “Municipalities”), intend to jointly bid replacement Tree Planting for the spring and fall. The following request for bid involves supplying and planting an estimated **four hundred eighty five (485)** shade trees.

For information on how to receive a copy of the Bid Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at <https://www.vbg.org/bids>

### TIMELINE

Thursday, April 22, 2021 at 9:30 am	Due date for all questions regarding the Work (“Question Due Date”)
Tuesday, May 4, 2021 at 9:30 am	Bid Proposals due to the Village (“Bid Due Date”)

## **INSTRUCTIONS TO BIDDERS**

### **QUESTIONS ON THE WORK**

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at [BGfinance@vbg.org](mailto:BGfinance@vbg.org) with the subject line "Tree Planting 2021". All comments, concerns and questions regarding the Work must be received by the **9:30 AM local time** on the Question Due Date **Thursday, April 22, 2021**.

### **BID PROPOSAL DOCUMENTS**

Each bidder must submit **copies** of the following documents (collectively, the "Bid Proposal"):

1. Schedule of Prices ( Exhibit B )
2. Contractor Information
3. Bid Bond
4. Contractor References ( Exhibit C )
5. Disqualification of Certain Bidders
6. Anti-Collusion Affidavit and Contractor's Certification
7. Conflict of Interest
8. Tax Compliance Affidavit
9. Sub-Contractor Information
10. Participation Affidavit & Agreement Acceptance


### **BID SECURITY**

Along with the Bid Proposal, each bidder must submit with its Bid Proposal a bank draft, cashier's check, certified check or bid bond equal to at least ten percent (10%) of the Total Contract Price, as set forth in their Schedule of Prices (the "Bid Security").

### **BID SUBMITTAL**

All bid proposals must be submitted electronically through the Village's Vendor Registry online procurement system by the Bid Due Date on **Tuesday, May 4, 2021 9:30 AM**. Hard copy bids will not be accepted. All bids will be opened and read publicly via the GoToMeeting video conferencing platform <https://global.gotomeeting.com/join/390917917> or by calling into **+1 (872) 240-3212**, Access Code: 390-917-917

In order to submit a bid proposal, bidders shall:

1. Go to [www.vbg.org/bids](http://www.vbg.org/bids)
2. Select on the project description, 'Tree Planting 2021' and click the large red button at the top.  

3. Log in to your account and enter your total bid price. This will be the as read bid price.
4. Bid Submittal Documents shall be a single attachment as a .pdf document (up to 200 MB)

VoBG-2021-20 Bids for Village of Buffalo Grove, Illinois

Tree Planting 2021

### **NO WITHDRAWAL OF BIDS**

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the Village for a period of ninety (90) calendar days after the Bid Due Date.

**EXHIBIT B - SCHEDULE OF PRICES**

Name of Bidder: ACRES GROUP  
 Address of Bidder: 23940 W. ANDREW RD.  
 City PLAINFIELD State IL Zip 60585  
 Telephone 630-975-1426  
 Email Address: jeff.dumas@acresgroup.com

The Bidder declares, represents and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

**BID SECURITY**

Accompanying this Bid is a BID BOND  
 in the amount of 10% of Base Bid Dollars  
 (\$ \_\_\_\_\_).

- Note:** (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.  
 (b) Amount must be equal to at least ten percent (10%) of the Total Base Bid.

**EXHIBIT B - SCHEDULE OF PRICES (cont.)**

**A. Buffalo Grove – Fall Planting- 2.5” Caliper Trees**

Schedule of Prices Fall Planting				
Common Name	Botanical Name	Requested Quantity	Unit Price	Total Cost
Red Jewel Crabapple	Malus sp	10	260	\$ 2600 -
London Planetree Exclamation	Platanus x acerifolia	10	290	\$ 2900 -
Dawn Redwood	Metasequoia glyptostroboides	10	285	\$ 2850 -
Turkish Filbert	Corylus colurna	10	320	\$ 3200 -
Espresso Kentucky Coffeetree	Gymnocladus dioicus 'Espresso-JFS'	50	300	\$ 15,000
Common Hackberry	Celtis occidentalis	50	305	\$ 15,250-
Japanese Tree Lilac Ivory Silk	Syringa reticulata 'Ivory Silk'	10	300	\$ 3000 -
	<b>A. Grand Total - Fall</b>	<b>150</b>		<b>44,800</b>

**A. Buffalo Grove – Tree Planting Total Cost**

Fall Planting Total Cost A. \$ 44,800

Option 1. Additional Watering Cost per Tree \$ 12<sup>00</sup>

**EXHIBIT B - SCHEDULE OF PRICES (cont.)**

**B. Kenilworth – Fall Planting - 2.5” Caliper Trees**

Schedule of Prices Fall Planting				
Common Name	Botanical Name	Requested Quantity	Unit Price	Total Cost
Autumn Blaze Maple	Acer x freemanii 'Autumn Blaze'	10	290	\$ 2900 -
Autumn Gold Ginkgo	Ginko biloba 'Autumn Gold'	5	410	\$ 2,050 -
Espresso Kentucky Coffeetree	Gymnocladus dioicus 'Espresso-JFS'	5	300	\$ 1,500 -
Common Hackberry	Celtis occidentalis	5	305	\$ 1,525 -
A. Grand Total - Fall		25		

**B. Kenilworth – Tree Planting Total Cost**

Fall Planting Total Cost A. \$ 7,975 -

Option 1. Additional Watering Cost per Tree \$ 12<sup>00</sup>



## EXHIBIT B - SCHEDULE OF PRICES (cont.)

## C. North Chicago – Spring Planting- 2.5” Caliper Trees

City of North Chicago - 2021 Schedule of Prices Spring Planting				
Common Name	Botanical Name	Requested Quantity	Unit Price	Total Cost
Freeman's Maple	Acer freemanii	30	290	\$ 8,700
Shantung Maple	Acer truncatum	20	305	\$ 6,100 -
Swamp White Oak	Quercus bicolor	20	305	\$ 6,100 -
Bur Oak	Quercus macrocarpa	5	270	\$ 1,350 -
Chinkapin Oak	Quercus muehlenbergii	5	305	\$ 1,525 -
Dogwood	Cornus kousa	10	290	\$ 2,900 -
Common Hackberry	Celtis occidentalis	10	305	\$ 3,050 -
Sycamore	Plantus occidentalis	5	290	\$ 1,450 -
White Oak	Quercus alba	10	305	\$ 3,050 -
Japanese Tree Lilac Ivory Silk	Syringa reticulata 'Ivory Silk'	5	300	\$ 1,500 -
Snow Dance Japanese Tree Lilac	Syringa reticulata 'SnowDance'	5	300	\$ 1,500 -
Thornless Honey Locust	Gleditsia triacanthos f. inermis	15	300	\$ 4,500 -
Red Jewel Crabapple	Malus sp	5	270	\$ 1,350 -
Royal Raindrops Crabapple	Malus sp	5	270	\$ 1,350 -
	<b>A. Grand Total-Spring</b>	<b>150</b>		<b>44,425</b>

**EXHIBIT B - SCHEDULE OF PRICES (cont.)****C. North Chicago – Fall Planting- 2.5” Caliper Trees**

City of North Chicago - 2021 Schedule of Prices Fall Planting				
Common Name	Botanical Name	Requested Quantity	Unit Price	Total Cost
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	20	410	\$ 8,200 -
Apple Serviceberry	Amelanchier x grandiflora	20	312	\$ 6,240 -
Sugar Maple	Acer saccharum	30	315	\$ 9,450 -
Trident Maple	Acer buergerianum	10	305	\$ 3,050 -
European Mountain Ash	Sorbus aucuparia	10	390	\$ 3,900 -
Red Maple	Acer rubrum	20	285	\$ 5,700 -
Red Bud	Cerlis canadensis	20	300	\$ 6,000 -
Common Hackberry	Celtis occidentalis	10	305	\$ 3,050 -
Silver Linden	Tilia tomentosa	20	305	\$ 6,100 -
	<b>B. Grand Total - Fall</b>	<b>160</b>		<b>\$ 51,690</b>

**C. North Chicago – Tree Planting Total Cost**Spring and Fall Planting Total Cost A+B \$ 96,115<sup>00</sup>Option 1. Additional Watering Cost per Tree \$ 12<sup>00</sup>**Total Bid Price for all Municipalities A+B+C \$ 148,890<sup>00</sup>**

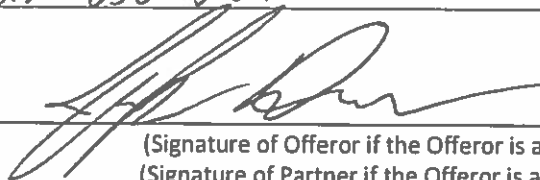
EXHIBIT C - REFERENCE LIST

Contact Name: KEVIN MALONEY  
Municipality/Business: VILLAGE OF WHEATON  
Dates Employed: 2016 to 2020  
Phone Number and E-mail address: 630-260-2122 kmaloney@wheaton.il.us

Contact Name: CATHY STEVENS  
Municipality/Business: VILLAGE OF SKOKIE  
Dates Employed: 2017 to PRESENT  
Phone Number and E-mail address: 847-933-8247 cathy.stevens@skokie.org

Contact Name: ANDREW LUECK  
Municipality/Business: VILLAGE OF WINNETKA  
Dates Employed: 2017 to PRESENT  
Phone Number and E-mail address: 847-716-3289 ALueck@winnetka.org

Contact Name: LARRY ZUREK  
Municipality/Business: CITY OF CRYSTAL LAKE  
Dates Employed: 2016 to 2020  
Phone Number and E-mail address: 815-356-3144



(Signature of Offeror if the Offeror is an Individual)  
(Signature of Partner if the Offeror is a Partnership)  
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3 day of May, 2021

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

## SCOPE OF WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

The following request for bid involves planting an estimated **four hundred eighty five (485)** shade trees with a **caliper size of 2.5”** for the collective Municipalities.

- The trees listed as “Spring Planting” to be planted under this contract will be installed prior to **June 20, 2021**.
- The trees listed as “Fall Planting” to be planted under this contract will be installed prior to **November 15, 2021**.

A Municipal employee will visit the growing site and mark all trees for planting by means of a permanent tag. Only those trees tagged by the municipality will be accepted for planting and payment. Final acceptance will be done after planting is completed in the Municipality. No more than two nurseries are to be used as municipal staff will need to visit each location.

### **GUARANTEE**

Any tree, which in the opinion of the Municipality, that is dead, shall be replaced within thirty calendar (30) days after formal notification from the Municipality.

The installation of all trees shall be fully guaranteed for a period of one (1) year from the date of installation. A written guarantee shall be attached to the bid.

### **REJECTION OF MATERIAL**

The Municipality reserves the right to reject any plant material which does not comply with the specifications, and all rejected plant materials shall be immediately removed by the contractor from the premises of the Village/City and the Municipality will not assume any responsibility for such rejected material.

### **QUANTITY**

The right is reserved to the Municipalities to **increase or decrease** the quantities shown depending upon the availability of stock and inspection results.

### **DELIVERY**

The contractor shall consult with the Municipalities designated representative, concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of said authorized representative.

No material shall be dug or loaded for shipment from the nursery when the temperature is below thirty-two degrees (32 degrees) above zero (Fahrenheit), and when the depth of frost in the grounds exceeds one inch (1”).

Roots of material shall not be subject to temperatures below thirty-two degrees (32 degrees) above zero (Fahrenheit). All material whose roots have been frozen shall be rejected.

The contractor shall comply with all good trade practices to insure arrival of stock at the stated delivery point in the best condition for successful growth without injury of any nature.

All trees shall be delivered to a location within the Municipality as directed by the Municipalities designated representative.

## **ADOPTED STANDARDS**

All plants will be handled in accordance with accepted horticultural practices and professional standards as recommended by the Illinois Landscape Contractors Association.

## **INSPECTION OF PLANT MATERIAL**

The nursery supplying plant material has been visited before the award of the contract. Material, which is suitable for the Municipalities requirements, has been inspected and will be selected by the Municipalities designated representative.

## **QUALITY OF PLANT MATERIAL**

Material shall be in a live, healthy condition free from dead branches, blemishes, scars, decayed spots, frost cracks, disfiguring knots, bruises, broken bark or mutilation of any nature.

Only material dug with the earth ball from the nursery growing location will be acceptable. Material with a composition or processed ball will be rejected.

## **PLANTING**

Trees shall be planted in holes at **least twelve (12) inches wider than the diameter of the ball and a minimum of two (2) feet in depth**. In unfavorable ground conditions, the contractor shall place approximately six (6) inches of loose topsoil in the bottom of the excavation before planting the tree. All excess spoilage and/or soil are to be removed by the contractor. All string and burlap from the top 30% of the ball shall be removed prior to mulch application. All trees must be watered immediately after planting by the contractor.

The Municipalities will provide locations of where trees are to be planted.

Each tree shall be planted plumb and at the same level as where it stood in the nursery in relation to finished grade. Backfill shall be properly fertilized with organic fertilizer and shall be thoroughly watered when the hole is two-thirds (2/3) full of topsoil.

After watering, the filling shall be completed and the soil thoroughly tamped. After planting, a four-(4) inch mulch of wood chips or an approved equal shall be applied over the disturbed ground and a shallow watering basin provided around the tree. Water bags as provided by the Municipality shall be installed by the contractor.

The contractor agrees to indemnify all Municipalities for any and all violations of laws and any rules and regulations now or hereafter issued.

## **WORK HOURS**

For the purpose of this agreement, Business Work Hours shall be Monday through Friday from 7:00 am until 3:30 pm, unless otherwise authorized by the Municipality.

**NOTICE OF STARTING WORK**

The Contractor shall provide Notice to the Municipalities prior to the Contractor, or its employees or Subcontractors, starting the Work or any phase of the Work.

**CONDITIONS OF THE WORK SITE**

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

**COMPLETION OF JOB**

The job is not considered complete until all work listed in the Scope has been inspected and accepted by the Director or there designated designee.

**Option 1. Additional Watering**

Contractor shall provide all equipment and materials necessary to fill the water bag for each tree that has been planted. Costs shall be provided based upon a single visit to the Municipality to water all trees planted in the spring by the contractor. Water shall be provided by the Municipality from a single location at no cost to the contractor.

**BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID.**


**NOTE TO BIDDERS:** Any and all exceptions to these specifications **MUST** be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 2.5% whichever is less., for a possible one (1) year extensions (please initial)?

Yes SD No \_\_\_\_\_

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown on any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting agreement or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this agreement as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: ACRES GROUP

Typed/Printed Name: JEFF DUMAS Date: 5-3-21

Title: VICE PRESIDENT Telephone Number: 630-975-1426

E-mail jeff.dumas@acresgroup.com

## GENERAL TERMS AND CONDITIONS

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### 1. INTENT

The Municipalities are seeking competitive bids for tree planting. The tree plantings are located throughout each Municipality. The intent of the Municipalities is to enter into an agreement with a single tree planting contractor.

### 2. BID PRICE

Within the Schedule of Prices, please provide pricing for each Municipality. Not all municipalities will participate in both the spring and fall planting.

Each Municipality reserves the right to award the bid, in part or in whole or to not award, whatever is deemed to be in the best interest of the Municipality.

### 3. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 10% to the Village of Buffalo Grove to serve as a guarantee that the bidders shall enter into an agreement with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Buffalo Grove will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

**Any bid not complying with the Security Guarantee requirement will be rejected as non-responsive.**

### 4. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 4.1 A performance bond satisfactory to each Municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each Municipality as security for the faithful performance of the Municipality's agreement; and
- 4.2 A payment bond satisfactory to each Municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the agreement, in an amount equal to 100 percent (100%) of the purchase order issued by each Municipality.
- 4.3 Documents required by section 5 must be received and approved by the Municipality before a written agreement will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.



5. **VOLUME/ESTIMATED QUANTITY**

The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This agreement shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations, or add/delete a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

6. **AWARD**

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

**Award shall be made by each Municipality on a total lump sum for its portion of the base bid.** The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. Each Municipality further reserves the right to reject any or all bids.

Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. **TERM**

The Agreement shall be in effect for one (1) year from the date of award. The Municipality reserves the right to renew this agreement for an additional one (1) year period, subject to acceptable performance by the Contractor. At the end of any agreement term, each Municipality reserves the right to extend this agreement for a period of up to sixty (60) calendar days for the purpose of getting a new agreement in place.

**Extension** The municipality reserves the right to extend this contract for one (1) additional year. Written requests for price revisions after the first year contract period shall be submitted at least thirty (30) calendar days prior to **January 1, 2022**.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds of the Municipality; no charges shall be assessed for failure of the Municipality to appropriate funds in future contract years.

Each Municipality reserves the right to reject a proposed price increase and terminate the agreement.

8. **ESCALATION**

Written requests for price revisions after the first year contract period shall be submitted at least thirty (30) calendar days prior to **January 1, 2022**. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Contract and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 2.5 % whichever is less.

Each Municipality reserves the right to reject a proposed price increase and terminate the agreement.

9. **CERTIFICATIONS**

The contractor must have and maintain all certifications as required by law.

10. **REFERENCES**

The Contractor shall provide customer references using the form identified herein (Exhibit – C). Each bidder must provide references where work has been performed within the last five (5) years, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Municipalities reserve the right to consult references, financial statements, and any other resources to determine the capability of the bidder.

11. **JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the “Act”). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement (“Other Terms”) as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the ITB, and as otherwise required by the Village of Buffalo Grove, including, but not limited to:

- 100% performance and payment bonds for the project.
- Certificate of insurance naming each additional Municipality as an additional insured

12. **DOCUMENT OBTAINED FROM OTHER SOURCES**

**The Village of Buffalo Grove is the only official source for bid packages and supporting materials.** Registration on the Village of Buffalo Grove website at [www.vbg.org/bids](http://www.vbg.org/bids) with the Village of Buffalo Grove is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Buffalo Grove cannot ensure that bidders who obtain bid packages from sources other than the Village of Buffalo Grove will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Buffalo Grove's discretion, be rejected as non-responsive and/or the bidder disqualified.

13. **CONTACT WITH VILLAGE PERSONNEL**

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee or agent of the municipalities (collectively, "Municipal Personnel") with regard to the project, other than in the manner and to the person(s) designated herein. The Buffalo Grove Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

14. **ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to [BGfinance@vbg.org](mailto:BGfinance@vbg.org) with the subject line **"Tree Planting 2021" no later than 9:30 A.M. on April, 22, 2021.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Buffalo Grove to All Bidders. No interpretation of the meaning of the plans, specifications or other agreement documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

**The Village of Buffalo Grove recognizes that in some cases the information conveyed in this ITB may provide an insufficient basis for performing a complete analysis of the ITB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Buffalo Grove will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.**

15. **DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST (30 ILCS 500/50-35)**

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Municipalities to take appropriate measures to ensure the fairness of the bidding process.

The Municipalities require all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if a Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

16. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)**  
Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Buffalo Grove's Purchasing Manager.
17. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**  
In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor 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 agreement may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
18. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**  
Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.*, which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the Municipality and shall be made available to the general public.
19. **TOXIC SUBSTANCES DISCLOSURES**  
All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act (820 ILCS 255/1 et. seq.), for any materials, supplies, and covered by said Act.
20. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**  
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.
21. **RESPONSIVE BID**
- 21.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the "Invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 21.2 Bidders shall promptly notify the Village of Buffalo Grove of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
22. **UNBALANCED BIDS**  
Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.
- The Municipalities will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.
- In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the Municipalities reserve the right to reject such bid at the discretion of the Municipalities.
23. **MODIFICATIONS**  
Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Municipalities.

## 24. INSURANCE

The Contractor shall maintain for the duration of the agreement, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

24.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

24.2 Employers Liability covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

24.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 1,000,000

24.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$ 1,000,000
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24.5 Contractor agrees that with respect to the above required insurance:

24.5.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

24.5.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) calendar days notice, in writing, of cancellation or material change.

24.5.3 The Contractor's insurance shall be primary in the event of a claim.

24.5.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) calendar days prior to the expiration of cancellation of any such policies.

24.5.5 A **Certificate of Insurance** that states the **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (Municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

24.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

25. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend each Municipality and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipality, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

26. **CHANGE IN STATUS**

The Contractor shall notify the Village of Buffalo Grove and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Buffalo Grove and each Municipality shall have the option to terminate its agreement with the vendor immediately on written notice based on any such change in status.

27. **SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Municipality is required.

Notwithstanding written consent to subcontract approved by the Municipality, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total agreement cost, and with materials purchased or produced by the Contractor. Third party machinery insurance coverage to replace Contractor's responsibility for complete maintenance service will not be acceptable. **Failure to identify subcontractors could result in disqualification.**

28. **CHANGE ORDERS**

The Municipalities believe that the project is fully defined in the Agreement Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the agreement to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the agreement specifications.** All Change Orders and alternative suggestions must be approved by the Municipality prior to execution.

28.1 Change Orders shall comply with 720 ILCS 5/33E-9.

28.2 In case of an increase in the Agreement Sum, there will be an allowance for overhead and profit.

28.3 The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

28.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

28.5 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

28.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

29. **INVOICES AND PAYMENTS**

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

<b>Village of Buffalo Grove</b>	<b>Village of Kenilworth</b>	<b>City of North Chicago</b>
Forestry Manager	Public Works Department	Accounts Payable
51 Raupp Blvd	419 Richmond Rd.	1850 Lewis Ave.
Buffalo Grove IL, 60089	Kenilworth IL, 60043	North Chicago IL, 60064

30. **PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Municipalities' Project, Statement of Work, Specifications; The Village of Buffalo Grove General Terms & Conditions, and the Contractor's Bid Response.

31. **JURISDICTION, VENUE, CHOICE OF LAW**

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois, the 18<sup>th</sup> Judicial Circuit Court of DuPage County and the 19<sup>th</sup> Judicial Circuit Court of Lake County.

32. **NON-ENFORCEMENT BY THE MUNICIPALITIES**

The Contractor shall not be excused from complying with any of the requirements of the Agreement because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

33. **INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

34. **TERMINATION**

The Municipalities reserve the right to terminate their respective portion of this agreement, or any part thereof, upon thirty (30) calendar day's written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of the Agreement. In the event that the Agreement is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

The Municipality may terminate this Agreement with 30-day advance notice for failure to remedy deficiencies identified in an Audit. The Municipality may also terminate this Agreement should a fourth Out of Service credit be incurred within a twelve month period.

The Municipality may terminate this Agreement with 3-day advance notice for failure to remedy violations of the Municipality's work rules.

35. **NON APPROPRIATIONS**

The Municipalities reserve the right to terminate their respective part of the Agreement or to reject bids, in the event that sufficient funds to complete the Agreement are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

**36. PROTEST PROCEDURE**

Any bidder adversely affected by an intended decision or action with respect to the award of any formal solicitation, suspension, debarment or any other procurement issues shall file with the Village of Buffalo Grove's Purchasing Manager a written notice of protest within three (3) working days of the recommendation for an award. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of five percent (5%) of the agreement award amount, or, if the amount of the agreement award cannot be reasonably determined at that time, then in the amount of One Thousand Five Hundred Dollars (\$1,500.00), made payable to the Village of Buffalo Grove, (subject to the procedures and conditions hereinafter stated). The purpose of this protest bond shall be to reimburse the Village for all administrative costs associated with the appeal process.

Failure to submit a protest bond that is compliant with this provision with the bid protest shall be deemed a waiver of the bid protest and is a jurisdictional deficiency in the protest that will forfeit the right of the bidder to maintain the protest.

**37. AFFIDAVITS**

The following affidavits included in the agreement must be executed and submitted with the bid:

- A. References
- B. Disqualification of Certain Bidders
- C. Affidavit/Anti-collision
- D. Conflict of Interest Form
- E. Tax Compliance
- F. Identification of Subcontractors
- G. Participation Affidavit

**38. CONTRACTOR'S LICENSES**

The bidder to which the agreement is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

**39. FIELD MODIFICATIONS**

A field modification is written by the Municipality to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Agreement Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or agreement extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.



40. **AUDIT/ACCESS TO RECORDS**

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Agreement Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this agreement is a formally advertised, competitively awarded, fixed price agreement, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and agreement amendments in excess of \$25,000, which affect the agreement price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

41. **WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that each City and Village's board of trustees/city council as the case may be, have accepted said bid.

42. **COMPETENCY OF BIDDER**

If requested in writing by a Municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Agreement.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

**43. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

Bidders must be qualified a contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation

**44. PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Municipality they will work in if applicable. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipalities' applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this agreement.

**45. SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

**46. ADDITIONAL SAFETY STANDARDS**

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this agreement shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by the Municipal Contact or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Municipal Contact or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Municipal Contact or his/her designee if such is the case.

**47. DAMAGES**

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or there authorized designee.

**48. TORT IMMUNITY DEFENSES**

Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq.

**LABOR STATUTES, RECORDS AND RATES****CONSTRUCTION CONTRACTS for MUNICIPALITIES - STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
(D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
(E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
(F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
(G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
(H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
(I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this agreement as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

[Handwritten signature]
\_\_\_\_\_  
(Signature of Offeror if the Offeror is an Individual)  
(Signature of Partner if the Offeror is a Partnership)  
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3 day of May, 2021

[Handwritten signature]  
\_\_\_\_\_  
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

JEFF DUMAS, being first duly sworn,

deposes and says that he is OFFICER  
(Partner, Officer, Municipality, Etc.)

of ACRES GROUP  
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed agreement. The undersigned certifies that he is not barred from bidding on this agreement as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

JEFF DUMAS  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this 3 day of MAY, 2021

[Signature]  
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

JEFF DUMAS

hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its Municipality's and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Municipalities may disqualify the bid or the affected Municipality may void any award and acceptance that the Municipality has made.

JEFF DUMAS

(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3 day of May, 2021

TERRI L ZAJDEL  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*



TAX COMPLIANCE AFFIDAVIT

JEFF DUMAS, being first duly sworn,  
deposes and says that he is OFFICER  
(Partner, Officer, Municipality, Etc.)  
of AGRES GROUP  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Municipality to recover all amounts paid to the individual or entity under the agreement in civil action

JEFF DUMAS  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3 day of May, 2021

[Signature]  
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)**

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_

.....  
**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PARTICIPATION AFFIDAVIT

JEFF DUMAS, being first duly sworn,  
deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-  
109, that he is OFFICER  
(Partner, Officer, Municipality, Etc.)  
of ADRES GROUP  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a agreement or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

JEFF DUMAS  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3 day of May, 2021

[Signature]  
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.