

TREE AND STUMP REMOVAL SERVICES AGREEMENT

THIS TREE AND STUMP REMOVAL SERVICES AGREEMENT (“Agreement”), dated **September 21, 2021** (“Effective Date”), is entered into by and between the Village of Buffalo Grove, an Illinois home rule municipality (“Village”) and **Balanced Environments Inc** (“Provider”). (For convenience, the Village and the Provider may be referred to individually as a “Party” and collectively as the “Parties.”)

RECITALS

WHEREAS, on or about October 21, 2019, the Village of Glenview issued Request for Bids No. 219034 (“RFB”), seeking a qualified provider to perform tree & stump removal (“Services”);

WHEREAS, on or about November 21, 2019, Provider submitted its bid in response to the RFB (“Bid”);

WHEREAS, the Village evaluated all bids submitted in response to the RFB and determined that the Bid was most advantageous to and would best serve the Village;

WHEREAS, at its regular meeting on January 21, 2020, the Village’s Board of Trustees passed a Resolution authorizing the Village Manager to execute an agreement with Provider for the Services;

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement in order to memorialize the terms and conditions upon which the Provider will perform the Services for the Villages;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Provider agree as follows:

SECTION 1. RECITALS

The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if fully stated herein.

SECTION 2. CONTRACT DOCUMENTS

The documents which govern the Provider’s Services (collectively, the “Contract Documents”), and which constitute the entire agreement between the Parties, are:

- A. This Agreement and all exhibits thereto;
- B. The RFB, attached hereto as Exhibit A and incorporated herein by reference; and
- C. The Bid, attached hereto as Exhibit B and incorporated herein by reference;

The Provider shall comply with all provisions, requirements, and obligations set forth in the RFB and the Bid, whether or not specifically stated in this Agreement. The omission of specific reference to any provision(s) of the RFB and/or the Bid in this Agreement shall not excuse Provider's obligation to comply with such provision(s) or otherwise preclude the application of such provision(s).

In the event of a conflict between the text of this Agreement and any exhibit hereto, the text of this Agreement shall control. In the event of a conflict between the RFB and the Bid for which the Bid expressly excepts the terms of the RFB (the "Exceptions"), the Exceptions shall control unless otherwise expressly stated in this Agreement; in the event of any other conflict between the RFB and the Bid, the RFB shall control.

SECTION 3. SCOPE OF WORK

The Provider agrees to perform the Services of **Group A (Tree Removal Services) & Group B (Stump Removal Services)** in accordance with the Contract Documents. The Provider shall perform the Services diligently and to the best of its talents, skills, and expertise. The Provider shall abide by and observe all rules and regulations established by the Village and shall comply with any and all applicable federal, state, and local laws, statutes, ordinances, orders, codes, rules, and regulations, now or hereafter in effect, relating to the Services, and shall not permit any violations of the foregoing.

SECTION 4. TERM; TERMINATION

The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2022 (the "Initial Term"). This Agreement may be renewed for two (2) additional one (1) year periods or an additional two (2) year period, subject to acceptable performance by the Provider.

Notwithstanding the foregoing, the Village may terminate the Agreement during the Initial Term or the Renewal Term (if any) upon thirty (30) days written notice, or immediately with written notification for default.

SECTION 5. COMPENSATION

For and in consideration of the Provider's performance of the Services, the Village agrees to compensate the Provider in accordance with the Contract Documents and at the rates for Services set forth in Exhibit B. The Village shall pay all invoices submitted by the Provider in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

SECTION 6. PROVIDER REPRESENTATIONS

Provider hereby represents as follows:

- A. It is duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

- B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Provider to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Provider is duly authorized to do so.
- C. Except only for those representations, statements or promises expressly contained in the Contract Documents, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced Provider to enter into this Agreement or has been relied upon by Provider.
- D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Provider which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Provider has not received notice, or has a reasonable basis for believing that Provider or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.
- E. This Agreement constitutes a valid, legal and binding obligation of Provider, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.
- F. Provider shall provide prompt notice to the Village whenever, during the Initial Term and any Renewal Term, any of the representations contained herein ceases to be true or correct.

SECTION 7. INDEMNIFICATION

Provider shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may be alleged to have arisen out of, or in connection with, the Provider's performance of the Services. The obligations of the Provider under this Section 7 shall not be limited by any applicable insurance required of the Provider. Notwithstanding any other contrary provision contained herein, the Provider's obligations under this Section 7 shall survive the expiration or termination of this Agreement.

SECTION 8. INSURANCE

Provider shall comply in all respects with Section 1 of the RFB's Special Terms and Conditions.

SECTION 9. JURISDICTION; VENUE

This Agreement shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

SECTION 10. ASSIGNMENT

This Agreement is personal in character, and Provider shall not assign any duties or performance hereunder without the express prior written consent of the Village, which may be withheld in the Village's sole discretion.

SECTION 11. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties.

SECTION 12. NO IMPLIED WAIVERS

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself or of any other breach by such other Party, whether preceding or succeeding and whether or not of the same or similar nature.

SECTION 13. SEVERABILITY

If any part of this Agreement shall be determined by a court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 14. CONFIDENTIALITY

Provider understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. For purposes of this section, confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the Village including, without limitation, financial information, and all other data, records, and proprietary information involving the Village's business operations;

- B. Any information developed or created by Provider in connection with the Services; and
- C. Any other information reasonably identified by the Village as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Provider of this Agreement;
 - ii. Any information given to Provider by a third party without continuing restrictions on its use;
 - iii. Information disclosed by Provider with the Village's written approval; and
 - iv. Information required to be disclosed by applicable law.

SECTION 15. FREEDOM OF INFORMATION ACT

As a service provider to the Village, Provider may be subject to certain public records requests brought pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Provider agrees to cooperate with the Village as necessary to timely answer requests for records which Provider may have in its possession pursuant to FOIA.

SECTION 16. ENTIRETY AND BINDING EFFECT

This Agreement contains the entire agreement between the Parties concerning the matters set forth herein and supersedes all prior agreements between the Parties respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, which are not contained herein are hereby withdrawn, nullified, and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to execute this Agreement, and that none have been relied on by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against the Parties' respective successors and assigns.

SECTION 17. 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 Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

SECTION 18. NOTICES

Any notices required to be given by either Party to the other under this Agreement shall be in writing, and all such notices shall be made either (a) by personal delivery; (b) by a recognized courier service, such as Federal Express or UPS, or (c) by United States certified mail, postage prepaid addressed to the Village or Provider, respectively, at the following addresses, or at such other place as the Village or Provider may from time to time designate in writing. Notice will be effective upon receipt if delivered personally, on the date signed for if delivered by courier service, or the earlier of actual receipt or three (3) days after deposit in the U.S. mail if by mailing.

IF TO THE VILLAGE: Village of Buffalo Grove

50 Raupp Blvd
Buffalo Grove, IL 60089
mskibbe@vbg.org
ATTN: Public Works Director

WITH COPIES TO:

Cc:pbrankin@schainbanks.com
Cc:brobinson@vbg.org

IF TO THE CONTRACTOR:

Balanced Environments
17950 W. IL. RTE 173
OLD MILL CREEK, IL. 60083
847-395-7120

ATTN: Norm Kleber

SECTION 19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto were on the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

By: 
Name: Dane Bragg
Title: Village Manager

Balanced Environments

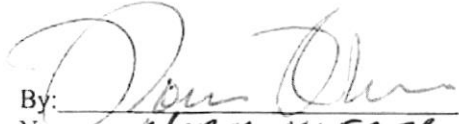
By: 
Name: NORM KLEBER
Title: ACCT REPRESENTATIVE

EXHIBIT A

The RFB

REQUEST FOR BIDS

RFB # 219034

BID DOCUMENTS AND SPECIFICATIONS

**TREE TRIMMING, TREE REMOVAL, AND
STUMP REMOVAL SERVICES**



The Village of •
Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that separate sealed bids will be received in the Purchasing Division Office, Glenview Village Hall, Administrative Services Department, 2500 East Lake Avenue, Glenview, IL 60026 until 2:00 p.m. local time on November 7, 2019, and then at said office publicly opened and read aloud for the following:

RFB NO: 219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES

Scope of work will include tree trimming, tree removal and stump removal services.

Plans, specifications and bid forms may be obtained at Administrative Services Department, Glenview Village Hall, 2500 East Lake Ave, Glenview, Illinois, 60026, or by calling (847) 724-1700.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 24, 2019
Erika Smith
Budget & Purchasing Manager



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #219034
 BID OPENING DATE: November 21, 2019
 TIME: 2:00 P.M. Local Time
 LOCATION: Admin. Services

COPIES: One (1) original & one (1) electronic copy
(flash drive only, NO EMAIL)

REQUEST FOR BID INFORMATION

Company Name: Balanced Environments Inc
 Address: 17950 W IL Rt 173
 City, State, Zip Code: Old Mill Creek IL 60083

PRICING TABLE

GROUP A – TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in Inches)	Unit Price per Inch*	Extended Annual Total
Annual Routine Tree Removal Service	1-11"	120	633	\$ 10.00	\$ 6,330.00
	12-18"	80	1,469	\$ 16.00	\$ 23,504.00
	19-26"	40	890	\$ 17.00	\$ 15,130.00
	27-36"	15	435	\$ 19.00	\$ 8,265.00
	36"+	5	215	\$ 23.00	\$ 4,945.00
As-needed Tree Removal Service	1-11"	64	337	\$ 10.00	\$ 3,370.00
	12-18"	80	1,175	\$ 16.00	\$ 18,800.00
	19-26"	20	445	\$ 17.00	\$ 7,565.00
	27-36"	9	261	\$ 19.00	\$ 4,959.00
	36"+	2	86	\$ 23.00	\$ 1,978.00
TOTAL BASE BID GROUP A					\$ 94,846.00

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 195.00
Outside Normal Working Hours	\$ 210.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP B – STUMP REMOVALS (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per Inch*	Extended Annual Total
Annual routine stump removal service	1-11"	180	949	\$ 4.30	\$ 4080.70
	12-18"	130	1,902	\$ 4.30	\$ 8178.60
	19-26"	50	1,136	\$ 4.30	\$ 4884.80
	27-36"	15	459	\$ 4.30	\$ 1973.00
	36"+	5	212	\$ 4.30	\$ 911.60
As-needed Stump Removal Service	1-11"	100	527	\$ 4.30	\$ 2266.10
	12-18"	90	1,316	\$ 4.30	\$ 5658.80
	19-26"	25	568	\$ 4.30	\$ 2442.40
	27-36"	15	459	\$ 4.30	\$ 1973.70
	36"+	5	212	\$ 4.30	\$ 911.60
TOTAL BASE BID GROUP B					\$ 33,281.30

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 130.00
Outside Normal Working Hours	\$ 140.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP C – TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (In Inches)	Unit Price per Inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7"	500	1,600	\$ 4.15	\$ 6,640.00
	8-15"	500	5,000	\$ 4.75	\$ 23,750.00
	15"+	400	6,000	\$ 5.20	\$ 31,200.00
As-needed Tree Trimming Request	1-7"	250	800	\$ 4.15	\$ 3,320.00
	8-15"	250	2,500	\$ 4.75	\$ 11,875.00
	15"+	200	3,000	\$ 5.20	\$ 15,600.00
TOTAL BASE BID GROUP C					\$ 92,385.00

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 180.00
Outside Normal Working Hours	\$ 195.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

TOTAL OF ALL BASE BIDS (GROUPS A-C)	\$ 220,512.80
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ALTERNATE BID ITEM

GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP D – TREE ASSESSMENT/ANNUAL SURVEY) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$ 50	\$ 16,000.00

DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Glenview	Yes	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	_____ %

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 30 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown 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 contract 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 contract 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: [Signature] Company Name: Balanced Environments Inc
 Typed/Printed Name: Leo Mendoza Date: 11/20/19
 Title: Tree Division Manager Telephone Number: (847) 395-7120
 E-mail: lmendoza@balancedenvironments inc.com Fax Number: (847) 838-6750

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF GLENVIEW

The Village of Glenview, hereafter referred to as the "Village", was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village's Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31.

2. INTENT

The Village is seeking a reputable contractor ("Contractor") to provide tree removal services, stump removal services, and tree trimming service. All of these services will take place in the Village.

3. BID PRICE

The Village is requesting pricing for three groups of work: Group A – Tree Removal Services, Group B – Stump Removal, and Group C – Tree Trimming Services. Bidders are required to submit pricing for all Groups within the Village.

Group A – Tree Removal Services pricing consists of a base bid for tree removal services by the diameter size of the tree at breast height (dbh) in a selected section. Group A also requests pricing for Emergency Services for Tree Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group B – Stump Removal Services pricing consists of stump removal by the diameter size of the stump (dbh). Group B also requests pricing for Emergency Services for Stump Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group C – Tree Trimming Services pricing consists of tree trimming service per tree in a selected section. Group C also requests pricing for Emergency Services for Tree Trimming, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

4. AWARD

An award shall be made based on the total of the Groups A through C to the lowest responsive and responsible bidder(s) 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. Bidders shall provide pricing for all Groups.

The Village reserve the right to award in part or in whole, not to award any portion or Group of the bid, or to award by Group to multiple contractors, whatever is deemed to be in the best interest of the Village.

No work shall be awarded to a Bidder that is in arrears or is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with, or work for, the Village.

5. TERM

The initial term of the contract shall be for three (3) years from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods or an additional two (2) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Village

reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least ninety (90) days in advance of the annual contract period. 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.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

6. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. 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 and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Village reserve the right to reject a proposed price increase and terminate the agreement.

7. SCOPE OF WORK

See pages 17-28 of this RFB.

8. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for the Village. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the Village, nor shall the Village pay the Contractor's subcontractors directly.

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

The Contractor shall submit an invoice for each Tree Removal and Tree Pruning List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The Contractor shall not submit invoices prior to completion of work, and the Village will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include charges for work orders depicted on each list.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Glenview
Public Works Department
2498 East Lake Avenue
Glenview, IL 60026

9. **CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)**

DATE	ACTIVITY
October 24, 2019	Bid sent to potential bidders and advertised on the Village's website. Please confirm that you have received via email to Erika Smith at purchasing@glenview.il.us .
October 31, 2019	Last day to submit questions and requests for clarification.
November 1, 2019	Addendum issued if necessary
November 7, 2019	<p>Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened</p> <p>One (1) original (clearly identified), and one (1) electronic copy of the complete/signed bid by November 7, 2019 before 2:00 P.M. CST, to:</p> <p style="text-align: center;">Purchasing Division Village of Glenview 2500 East Lake Ave. Glenview, IL 60026 RFB # 219034</p> <p style="text-align: center;">RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES</p>
TBD	Recommendation to the Village Board of Trustees
TBD	Implementation Date

10. **ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 4:00 P.M. on October 31, 2019.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village to All Bidders. No interpretation of the meaning of the plans, specifications or other contract 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 recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

2. RESPONSIVE BID

- A. 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.
- B. Bidders shall promptly notify the Village 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.**

3. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

4. 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 ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

5. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Glenview is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village 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's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

6. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to

disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

7. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

The Village'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 Village requires all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village, its 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 Village 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 Village to take appropriate measures to ensure the fairness of the bidding process.

The Village requires 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 the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

8. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

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

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. 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 other 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 Glenview shall not be responsible in any way for purchase orders or payments made by the other Village. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Village during the extended term of this Agreement.

Bidder and the other Village 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 Village with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

11. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statutes. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contract.

12. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

13. CHANGE ORDERS

The Village believe that the project is fully defined in the Contract 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 contract 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 contract specifications.** All Change Orders and alternative suggestions must be approved by the Village prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. 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.
- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Agent. 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 Purchasing Agent.

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

14. RESPONSIBILITY OF BIDDER

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

15. ADDITIONS/DELETIONS

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

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

16. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

17. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its 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 attorneys' 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 Villages, 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 by the Contractor.

18. CHANGE IN STATUS

The Contractor shall notify the Village 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 shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

19. TERMINATION

The Village reserve the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Village 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.

20. TERMINATION FOR DEFAULT

The Village reserve the right to immediately terminate this Agreement with written notification for default.

Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

21. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

22. 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 Village is required.

Failure to identify subcontractors could result in disqualification.

23. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice should include the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

24. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

25. 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.

26. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

27. ON-ENFORCEMENT BY THE VILLAGE

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 Village, 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.

28. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

29. NON APPROPRIATIONS

The Village reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

30. COMPETENCY OF BIDDER

If requested in writing by the Village, 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 Contract Documents.

31. CONTRACTOR'S LICENSES

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

32. 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 the Village. 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 the Village's 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 contract.

33. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The 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. The 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. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

34. 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 contract 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 Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works 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 Director of Public Works or his/her designee if such is the case.

35. 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 Village.

36. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on 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 Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, 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 contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract 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 loan 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.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

- G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

37. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

38. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

39. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Village will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

40. FIELD MODIFICATIONS

A field modification is written by the Village 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 Contract 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 contract 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.

41. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

42. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

SCOPE OF WORK

1. OVERVIEW

The work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids shall be comprehensive for each area of work:

- Group A – Tree Removal
- Group B – Stump Removal
- Group C – Tree Trimming
- Group D – Tree assessment/annual survey

2. CONTRACT MANAGER

All work performed in the Village will be under the direct supervision of the Director of Public Works or his/her designee. The designee for this project is: Dave Battaglia, Superintendent, dbattaglia@glenview.il.us, 847-904-4522. In this SCOPE OF WORK section, the CONTRACT MANAGER refers to the Director of Public Works (or his/her designee) for all work that takes place in the Village.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the CONTRACT MANAGER (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the CONTRACT MANAGER.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25)

The CONTRACT MANAGER reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the CONTRACT MANAGER and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The Village shall allow the Contractor to store equipment at the Public Works Service Center at 2498 East Lake Avenue, Glenview.

Debris Staging: The Contractor must receive approval from the CONTRACT MANAGER prior to debris staging at the public works facility.

3. GROUP A - TREE REMOVAL

The Village is broken up into six geographic areas for tree removals. The goal is to remove all trees that are submitted by the Village to the Contractor from one section annually. The scope of work is for tree removal in the designated section, as-needed non-emergency requests, and emergency services for the Village. The Village shall request tree removal on an on-going basis, typically, monthly.

The proposed scope of work will include the following:

- Tree removal and cleanup
- Provide emergency services for tree removal, as needed
- Site cleanup and disposal of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Tree Removal

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor of the upcoming schedule for that month with regard to trees that need to be removed from that year's pre-designed section. If a tree removal list from the pre-designed section is provided by the CONTRACT MANAGER, work shall be completed within 25 business days from the list being provided. The average monthly routine tree removal list from the Village contains 28 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove trees within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree removal list from the Village contains 14 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Measurement of Parkway Trees

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree (dbh). In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

B. Tree Removal

Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the Village. Tree Removal Lists will contain the street name, numbered address, and diameter and a minimum of five (5) trees to be removed shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level.

Work locations will include, but is not limited to, streets, medians and parks throughout the Village. If there are questions of ownership of a tree, the Contractor shall contact the CONTRACT MANAGER to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.** Tree removal services shall include, but is not limited to the following:

- All removals shall be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below.
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- 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.
- Remove trees and stumps in one area before moving to another area of the Village.

- All debris collected shall be removed immediately and dumped at the designated dumpsite
- All designated trees (stern) must be removed within twenty-five (25) business days after the Contractor has received a list from the Village. The average total monthly tree removal list from the Village contains about 42 trees. Failure to remove trees within the specified timeframe could result in termination of this Agreement.

C. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the CONTRACT MANAGER will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the CONTRACT MANAGER.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the CONTRACT MANAGER. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 7:00am – 5:00pm. Payment will be made for all hours worked at the site.

D. Travel Time/Trip Charge

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Village (portal to portal) **shall not be considered billable**. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the CONTRACT MANAGER and is essential for the authorization of payment.

E. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the CONTRACT MANAGER to obtain the appropriate signage from the Village, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 72 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

F. Debris Disposal & Clean-up

The Contractor shall clean up each site including 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. This shall include removal and disposal from the site of all debris at the end of each day's operation. All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed. Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including sight-line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER.** Violation may result in the termination of this Agreement between the Contractor and the Village.

Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage.

The Contractor is responsible for restoring the site to its original state prior to the commencement of work. Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.

All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site.

The Village shall NOT allow disposal of debris at their facilities. Violations could result in termination of this Agreement.

4. GROUP B - STUMP REMOVAL

The Village is broken up into six geographic areas for stump removals. The goal is to remove all stumps that are submitted by the Village from one section annually. The scope of work is for tree stump removal in a designated section, as-needed non-emergency request and emergency services for the Village. The Village shall request stump removal on an on-going basis, typically, monthly.

The scope of work shall include the following:

- Stump removal
- Backfilling & Site Clean-up as indicated by each the Village herein
- Dispose of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Stump Removal

Every month of this agreement, the CONTRACT MANAGER will notify with the Contractor on the upcoming schedule for that month with regard to stumps that need to be removed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly stump removal list from the Village contains about 29 stumps.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove stumps within the specified timeframe could result in termination of this Agreement. The average monthly as-needed stump removal list from the Village contains 5 stumps.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps shall be surveyed for underground utilities prior to removal.
- Stumps shall be ground to a depth of 8" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the CONTRACT MANAGER and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting.
- All surface roots within a six (6) foot radius of the center of the stump shall be removed.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- Stump grindings shall be immediately disposed of by the Contractor.
- All stumps must be removed within twenty-five (25) business days after a stump list has been submitted to the Contractor by the CONTRACT MANAGER. The average monthly stump removal list from the Village contains about 34 stumps. Failure to remove stumps within the specified timeframe could result in termination of this Agreement.

A. Backfilling & Site Clean-up

Backfilling & site clean-up work shall include, but is not limited to the following:

- Within 48 hours after grinding (removal) the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the work site, and complete the backfilling operation.
- The Contractor shall backfill the site with topsoil and seed immediately after removing the stump, unless otherwise directed by the Village to lay sod.
- Stump-grinding and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, Contractor shall re-trim the tree to arborist standards to minimize long-term damage.
- All debris shall be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed of.
- Disposal of grinding debris generated by work described in this contract shall be the responsibility of the Contractor.
- The Contractor shall supply their own topsoil which has received the prior approval from the Village.
- The topsoil shall be properly leveled and compacted to ensure a minimum amount of settlement of the backfill material.
- In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety.
- Stump grindings (woodchips) and debris shall not be used as backfill material.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of stump grindings is the responsibility of the Contractor. Violations could result in termination of this Agreement.

5. GROUP C – TREE TRIMMING

This section defines the services required if the Village requests tree-pruning work on Public Right-of-Ways, to be completed over a twelve (12) month period from January to December. This section is for annual tree trimming and additional non-emergency removal and pruning that is not part of the Village's scheduled pruning program. Additional non-emergency tree pruning may be needed throughout the year to address unsafe conditions, overhang onto the sidewalk, resident's requests, and such.

This section also encompasses pricing for emergency tree trimming where parkway trees may require immediate pruning to ensure public safety.

A. Scheduling of Work

Annual Routine Tree Trimming

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor on the upcoming schedule for that month with regard to trees that need to be trimmed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly tree trimming list from the Village contains 117 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to complete the request within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree trimming list from the Village contains 58 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday

through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Pruning Operations

Pruning operations shall include, but are not limited to the following:

1. **Cleaning** – Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each parkway tree, any dead, dying, diseased, broken branches and water sprouts shall be removed.

2. **Clearance** – Remove branches to obtain an eventual clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree. All pruning cuts shall be made with respect to the integrity of each parkway tree. Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned. Remove branches to obtain an eventual clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

3. **Structural** – The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches,

the contractor shall contact the CONTRACT MANAGER to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

4. **Mature Trees** – Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches. No interior live and healthy branches greater than four (4) inches diameter shall be removed. Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the CONTRACT MANAGER.

5. **Pruning Cuts & Tools** – Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub. This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

"Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the CONTRACT MANAGER injure the tree.

6. **Emergency Limb Removal Services** – In addition to trimming trees on a per ticket basis, the Village may also need emergency services. The services could include tree trimming services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. Provide a 24-hour emergency telephone number to contact a representative in case of emergency. When requesting emergency/disaster services the Contractor shall provide, at minimum, a two (2) man crew with one chipper truck, chipper and one aerial truck.

7. **Site Clean-up and Disposal of Debris** – The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of all debris is the responsibility of the Contractor.

The Contractor will be responsible for any/all repair costs if repairs are needed after completion of requested tree pruning. All debris from trees which may not have been acceptably or sufficiently pruned initially, and which require additional pruning or other work prior to payment, shall be cleaned up and disposed of by the Contractor. In the event of snow, debris must be immediately cleaned up so it does not interfere with Village snow plowing operations.

6. GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (ALTERNATE BID ITEM)

The Village is broken up into six geographic areas for tree removals. The goal is to assess and recommend what trees need to be removed or trimmed in that designated section every year.

The proposed scope of work will include the following:

- **Address/Location**—Identify the location of each tree and stump sites by the following attributes.
 - Address. House address.
 - On Street. The street on which the tree is physically located.
 - Side. The side of the house on which the tree stands in relation to the physical address.
- **Overall Condition Rating**— A general note on the health of the tree. Signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests are all considerations in the assessment of tree condition.
 - Good. A good tree shows no major problems.
 - Fair. A fair tree has minor problems that may be corrected with time or corrective action.
 - Poor. A poor tree has major problems that are irrecoverable.
 - Dead. A dead tree shows no sign of life.
- **Recommendation** – After providing a condition rating to a tree in the designated section, the Contractor will provide a recommendation to the Village regarding actions that should be taken.
 - Removed. A tree that has a poor or dead condition rating.
 - Trimmed. A tree that is overgrown and needs trimming maintenance
 - No action. A tree that received a fair or good condition rating.

A. Scheduling of Work

Tree Assessment

The Contractor will submit a report for each month that the Contractor is assessing trees in the pre-designed section. The Contractor will submit the report to the CONTRACT MANAGER with their list of recommendations from that month of assessments with regard to trees that need to be removed or trimmed from that year's pre-designed section. After the list has been received by the CONTRACT MANAGER, Village staff will confirm which trees need to be removed or trimmed and provide a final list to the Contractor.

7. CONTRACT REQUIREMENTS

A. Coordination and Reporting

The Contractor must appoint a single point of contact for communications and coordination with the CONTRACT MANAGER. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

The CONTRACT MANAGER shall be notified prior to any work being done via the weekly report described below. If any changes to this report occur, it is the Contractor's responsibility to notify him/her prior to conducting the work. Also, if traffic will be impacted, notification shall be provided to the Village's Police Department and Public Works Department no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the CONTRACT MANAGER or his/her designee to obtain these signs and post them as needed. Signs must be posted 72 hours prior to enforcement and the Contractor will remove all signs upon completion.

The Contractor shall be responsible for making arrangements with the appropriate utility during the removal of any trees or stumps that may be a hazard. The utility companies shall be notified within 72 hours prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

A status report indicating the trees worked on the week prior and the trees planned for the current week shall be provided to the CONTRACT MANAGER weekly. The weekly report shall also indicate any issues that the crews have experienced in the field as well as any work planned that was not accomplished.

2. Equipment & Materials Needed

All equipment and materials needed shall be provided by the Contractor. The equipment and materials include, but are not limited to, the following:

- Aerial Lift
- Wood Chipper
- Log Loader
- Front End Loader
- Semi-trailer
- Dump Truck
- Arrow Board
- Stump Grinder
- Top soil and seed to fill the hole remaining from tree or stump removal

All equipment, parts, or components not specifically mentioned in these specifications and are necessary to provide a complete tree pruning or tree removal service, shall be furnished by the Contractor. All equipment and vehicles shall have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Village. In addition all products must meet applicable federal, state, and local safety standards.

Please include a list of Equipment own with your bid submission.

C. Project Submittals

The Contractor must submit the following information for review with bid submissions. Failure to submit the following will result in disqualification of bid:

1. **Equipment Documentation** – the Contractor shall provide make, model, age, license number and vehicle identification number (VIN) for all equipment that will be associated with this contract. Equipment documentation shall also include a description of what the vehicle or equipment is used

for (e.g., Ford F-550 – which has been outfitted and used as an aerial lift).

FAILURE TO PROVIDE A LIST OF EQUIPMENT COULD RESULT IN DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR AWARD.

2. **ISA Arborist Certification Number** – the Contractor shall provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.
3. **IDOA EAB Compliance Agreement** – the Contractor shall provide a fully-executed copy of their State of Illinois Emerald Ash Borer Compliance Agreement.

D. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER.** 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.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of debris is the responsibility of the Contractor.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the CONTRACT MANAGER has granted specific permission. Violation may result in the termination of this Agreement between the Contractor and the Village.

Wood and Debris Removal – Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the CONTRACT MANAGER has granted specific permission. Violation may result in the termination of this Agreement between the Contractor and the Village.

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

Any walnut debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDA) and under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

With the exception of ash and walnut debris, the Contractor can choose to take the debris if desired.

E. Safety Standards

In performance of this contract, the Contractor will comply with all applicable Federal, State and local laws and regulations, including the following:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard, ANSI Z-133.1 (2006), and

ANSI A300 (2008) or as amended.

2. Proper flag people, warning signs, barricades, and /or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the CONTRACT MANAGER.
3. During activity along municipal streets, the Contractor shall have the responsibility to block the street at each intersection, using proper signage and barricades to prevent any motorized vehicle from entering. The Contractor shall have the responsibility of notifying the CONTRACT MANAGER and both the Village's Police and Fire Departments prior to closure of any municipal street. When pruning trees along State or County Roadways, the Contractor must obtain any applicable permits from the appropriate authority. Normally, the road cannot be completely blocked off.
4. During pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the CONTRACT MANAGER. More importantly, within school zone areas and other areas where many children are present, such as around day camps or day care, pruning shall not take place during normal commuting hours. Tree pruning shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The CONTRACT MANAGER shall provide the Contractor with appropriate information regarding the areas and times of these activities.

F. Damage & Protection of Public & Private Property

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting the conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the CONTRACT MANAGER or their designee of any damage that exists prior to beginning work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The Contractor's vehicles shall be located on the paved surface of the public street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement of sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the contractor shall use 3/4" thick or thicker plywood under tires of any equipment driven on the parkway. The Village Manager or their designee shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village 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.

The Contractor shall resolve any claims for damage with the property owner within 10 days after the damage occurs. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the property owner and the Village, the Village reserves the right to repair or replace that which was damaged and deduct this cost from any payment due to the Contractor. In addition, the Village reserves the right to repair/replace any pavement surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

G. Compliance Agreements – Illinois Department of Agriculture

1. Emerald Ash Borer (EAB)

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

The Contractor shall furnish a copy of signed IDOA EAB Compliance Agreement to the Village, following

all provisions pertaining to the proper disposal of ash debris and movement of IDOA defined regulated articles within quarantine zones. The Contractor shall abide by any modifications to IDOA EAB regulations, including the Compliance Agreement and quarantine zones.

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

2. Thousand Cankers Disease

Any handling of walnut (*Juglans* spp.) tree material must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex, (*Geosmithia morbida* and *Pityophthorus judlandis*) pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et.seq).

The Contractor shall furnish a copy of signed IDA Thousand Cankers Disease Compliance Agreement to the Village, following all provisions as set forth. The Contractor shall abide by any modifications to IDA Thousand Cankers Disease regulations, including the Compliance Agreement and any state and/or federal quarantine zones established.

All walnut tree material shall be removed from the Village and shall become the Contractor's responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut materials that appear suspect of TCD infestation shall be reported to the Department of Agriculture. Under NO circumstances shall unprocessed woody material from walnut trees be left for homeowners.

8. APPROXIMATE QUANTITIES

Table 1. Approximate Inventory of Trees for Glenview

Tree Type	Glenview
Total Tree Population	
1-18"	26,110
19-36"	4,056
37"+	144
TOTAL	30,310

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor

or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

2. WARRANTY

- A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

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's Purchasing Division.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer 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. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5)**

In the event the Contractor's non-compliance with the provision 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 contract 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.

6. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)**

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. **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.

8. **TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. **ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. **EQUALITY/BRAND NAME**

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior *written* approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. **SUBSTITUTIONS**

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. **AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village 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 requirement may be rejected as non-responsive.

14. CONTRACT BONDS

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

- 6.1 A performance bond satisfactory to the Village, 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 the Village as security for the faithful performance of the Village's contract; and
- 6.2 A payment bond satisfactory to the Village, 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 contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract 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.

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but

shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all 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 his/her designee within 12 hours.

**LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS FOR
VILLAGE OF GLENVIEW - 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. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

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 Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor

and each subcontractor of the revised rate."

- 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
 - 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
 - 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
 - 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 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 contract 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.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2017%20Rates/Cook.pdf>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Racine
 Address: 730 Washington St
 City, State, Zip Code: Racine WI 53403
 Contact Person/
 Telephone Number: (262) 636-9143 Monica Santos
 Dates of Service/Award
 Amount: July 2019 \$22,264.00 September 2019 \$18,588.75

Municipality: City of Joliet
 Address: 1203 Cedarwood Dr
 City, State, Zip Code: Joliet IL 60435
 Contact Person/Telephone
 Number: 815-724-3650 Jim Tieber
 Dates of Service/Award
 Amount: June 2019 \$17,500.00

Agency: Motorola - CBRE
 Address: 1301 E Algonquin Rd
 City, State, Zip Code: Schaumburg IL 60196
 Contact Person/
 Telephone Number: (847) 875-1940 Beno Frutiger
 Dates of Service/Award
 Amount: May 2019 \$36,725.00 \$25,296.00

Agency: Berger Asset Management
 Address: 8601 W Bryn Mawr Ave Suite 112
 City, State, Zip Code: Chicago IL 60631
 Contact Person/
 Telephone Number: (312) 822-60631 Jonathan Berger
 Dates of Service/Award
 Amount: June 2018 \$43,500.00

Agency: Oak Brook Colony
 Address: 25719 Williamsburg Court
 City, State, Zip Code: Oak Brook IL 60523
 Contact Person/
 Telephone Number: (630) 964-2115 Lorna M. Brasseaux
 Dates of Service/Award
 Amount: Nov 2019 \$20,495.00

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 rotate 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 sig.;
- (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 (G) 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 (G) above.

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

(Please sign bid form indicating compliance)

A handwritten signature in black ink, consisting of a stylized first name followed by a surname, written in a cursive style.

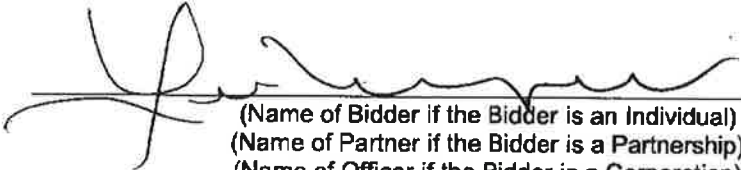
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Leo Mendoza, being first duly sworn,

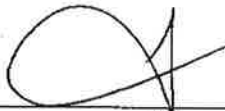
deposes and says that he is Tree Division Manager, officer
(Partner, Officer, Owner, Etc.)

of Balanced Environments Inc.
(Contractor)

The party making the foregoing bid 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 contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.


(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 5th day of November, 2019


Notary Public



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

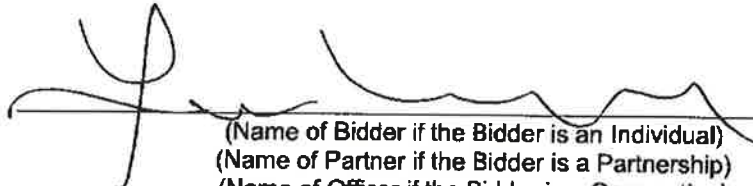
CONFLICT OF INTEREST

Leo Mendora

hereby certifies that

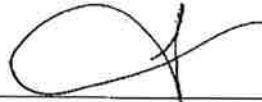
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

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 Village may disqualify the bid.


(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 5th day of November, 2019




Notary Public


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

TAX COMPLIANCE AFFIDAVIT

Leo Mendoza, being first duly sworn,

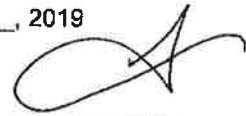
deposes and says that he is Tree Division Manager, officer
(Partner, Officer, Owner, Etc.)
of Balanced Environments Inc
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview 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, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action


(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 5th day of November, 2019



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: _____

.....

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

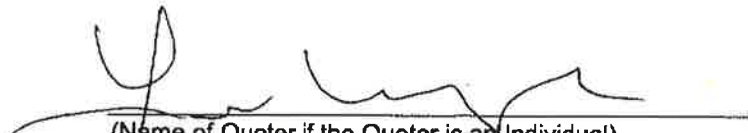
Leo Mendoza, being first duly sworn,

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 Tree Division Manager, Officer
(Partner, Officer, Owner, Etc.)

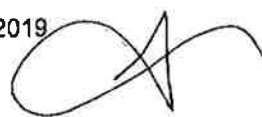
of Balanced Environments Inc
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract 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.


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

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

Subscribed and Sworn to this 5th day of November, 2019





Notary Public

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



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

November 5, 2019

ADDENDUM #2 (2 Pages)

RFB #219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL

RFB Due Date: NOVEMBER 21, 2019, 2:00 p.m. CST

Please note Addendum #2 is being sent to all plan-holders in order to Provide all plan-holders with the list of questions the Village has received during the bid period and the answers provided by the Village and revised bid documents. (See Below Q&A)

1. The RFB states that the project is subject to prevailing wage. Is this correct?

A: No, the project is not subject to prevailing wage. This was noted in Addendum #1.

2. The RFB states that a payment bond is required. This is irrelevant because if services are not performed, we don't get paid. A performance bond is the standard.

A: Please refer to General Terms & Conditions, Section 39 'Exceptions to Specifications' of the RFB document for taking exception to the specifications.

3. Tree size gaps are 1-18". Is this correct? Typically the gaps are 6" increasing intervals. Such a large range means the Village would be paying the rate of a 18" for a 6" tree.

A: The Village will update this to the following categories. Please see Addendum 2 – Attachment A for a revised pricing sheet.

Tree and Stump Removals:

1-11"

12-18"

19-26"

27-36"

36"+

Tree Trimming was unchanged at the following categories.

1-7"

8-15"

15"+

Addendum 2 – Attachment B contains revised project specifications for pages 18 to 20 of the bid document. The following changes were made:

- *Page 18, Section 1 'Annual Routine Tree Removal, the monthly routine tree removal list was*

updated from 28 trees to 22 trees.

- Page 18, Section A 'As-needed', the monthly as-needed tree removal list was updated from 14 trees to 15 trees.
- Page 19, Section B 'Tree Removal', the average total monthly tree removal list was updated from 42 trees to 37 trees.
- Page 20, Section A 'Annual Routine Stump Removal', the monthly stump removal list was updated from 29 stumps to 32 stumps.
- Page 20, Section A 'As-needed', the monthly as-needed stump removal list was updated from 5 stumps to 20 stumps.
- Page 20, Section B 'Stump Removal', the average total monthly stump removal list was updated from 34 stumps to 52 stumps.

4. The pruning section states on page 21 of the RFB document that pruning will take place year-round and approximates 117 trees. This is a vast departure from the recommended dormant tree trimming in the winter by section. Is this correct?

A: The Village will be trimming by section and services requests. The estimated number of trees is based off a six-year cycle.

5. Is this RFB a governmental joint purchase through MPI?

A: The Joint Purchasing term on Page 10 of the General Terms & Conditions is standard language the Village includes in which the terms of the Agreement are also offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act.

Please include a copy of this document in your proposal submittal.

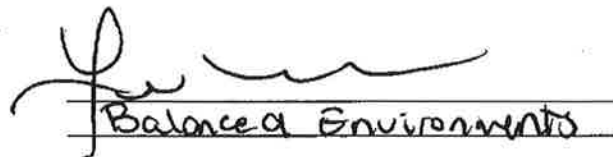
Sincerely,

Acknowledged and Accepted 219034-2:

Erika Smith

Erika Smith
Village of Glenview
Budget and Purchasing Manager

Signature:
Company:


Balanced Environments

END ADDENDUM #2



Purchasing Division

**Village of Glenview
2500 East Lake Ave
Glenview, IL 60026**

October 30, 2019

ADDENDUM #1 (1 Page)

RFB #219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL

RFB Due Date: NOVEMBER 7, 2019, 2:00 p.m. CST

Please note the following clarifications, revisions, and additions to the bid documents.

- Work under this project will **not** be subject to the Prevailing Wage Act of the State of Illinois. The original Request for Bids document incorrectly stated that the project was subject to prevailing wage.
- The bid opening due date has been moved to **NOVEMBER 21, 2019, 2:00 p.m. CST.**
- The deadline to submit questions has been moved to **NOVEMBER 14, 2019, 4:00 p.m. CST.**

Please include a copy of this document in your proposal submittal.

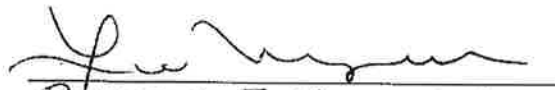
Sincerely,

Erika Smith

Erika Smith
Village of Glenview
Budget and Purchasing Manager

Acknowledged and Accepted 219034-1:

Signature:
Company:


Balanced Environments Inc

END ADDENDUM #1

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Leo Mendoza

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Kevin Martlage
Director of Professional Development
International Society of Arboriculture

IL-4893AUT

Certification Number

23 Apr 2008

Certified Since

30 Jun 2020

Expiration Date

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Balanced Environments, Inc.
17950 W Route 173
Old Mill Creek, IL 60083

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address) Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

RFB#219034, Tree Trimming, Tree Removal, and Stump Grinding Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November 2019

Balanced Environments, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

Merchants National Bonding, Inc.

(Surety)



(Seal)

Jason D. Cromwell
Attorney-in-Fact

In It.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brook T Smith; Deborah S Neichter; James H Martin; James T Smith; Jason D Cromwell; Raymond M Hundley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

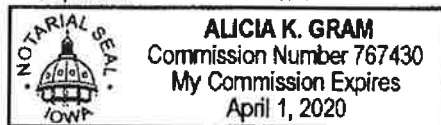


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of November 2019.



William Warner Jr.
Secretary