SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 2014-02

PARKWAY TREE PLANTING SERVICES

Required For Use By: Public Works Department

VILLAGE OF WOODRIDGE
Woodridge, Illinois 60517

- **CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**
  ***** MUST BE EXECUTED AND NOTARIZED *****
- **BIDS TO BE EXECUTED IN DUPLICATE**
- **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**
- **ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	June 1, 2014 through June 30, 2014
ACCOUNT NUMBER	101-3442-431.60-63
BID DEPOSIT:	**5% of Bid Amount** *(See Page 4, Item 5)* *(Certified Check, Bank Cashier's Check or Bid Bond)*
BID OPENING - DATE/TIME/LOCATION:	**Friday, May 9, 2014 11:00 a.m.** VILLAGE HALL Five Plaza Drive Woodridge, Illinois 60517-5014

Issued by:

Purchasing Department
Village of Woodridge, Illinois
Five Plaza Drive
Woodridge, Illinois 60517
(630) 719-4717

Kathleen Rush
Village Administrator

Nadine Alletto
Director of Finance

LEGAL NOTICE – BIDS

The Village of Woodridge will be accepting sealed bids for the items listed below. Bids will be accepted at the Woodridge Village Hall, Five Plaza Drive, Woodridge, until **Friday, May 9, 2014**, at the times shown below, at which time they will be opened and publicly read aloud.

Bid #2014-02	**Parkway Tree Planting Services**	**11:00 a.m.**

Specifications may be obtained at the Village Hall, weekdays, between 8:00 a.m. and 4:30 p.m., or on line at www.vil.woodridge.il.us/departments/finance/purchasing. Questions may be directed to the Purchasing Department at (630) 719-4717.

A Bid Deposit of 5% of the bid amount is required with the bid submittal and is to be in the form of a bid bond, certified check or bank cashier's check. The successful bidder will be required to furnish to the Village and pay for a satisfactory performance bond.

The Village of Woodridge reserves the right to reject any or all bids, to waive technicalities, and to accept any bid which is deemed to be in the best interest of the Village of Woodridge.

The Village of Woodridge does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Woodridge services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Assistant Village Administrator, Village of Woodridge, Five Plaza Drive, Woodridge, Illinois, 60517; (630) 719-4705, TDD (630) 719-2497. Upon request, this information can be made available in large print, audiotape, and/or computer format.

I. GENERAL CONDITIONS

1. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

_____

_____

_____

B. VILLAGE shall mean the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF BID PROPOSAL

The Bidder should submit his/her proposal in duplicate on the forms furnished by the Village of Woodridge. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents <u>shall be executed</u> at the time of submission of a bid:**

- **CONTRACTOR'S CERTIFICATION BID PROPOSAL - PAGE #15**
- **BID PROPOSAL PAGE #24**

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

3. WITHDRAWAL OF BID PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- Cash bid proposals meet Village Specifications and are submitted separately.

- The Village shall not consider an alternate bid which fails to meet specifications.

5. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Woodridge, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

6. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

7. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

8. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

9. CATALOGS

Each Bidder shall submit in **DUPLICATE**, catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

10. DELIVERY

Any/All materials shipped to the Village of Woodridge must be shipped F.O.B. freight prepaid, designated location Woodridge, Illinois. The materials must then be delivered where directed, and unloaded by the successful Bidder, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the Village reserves the right to re-weigh at the nearest available railroad scale.

11. GUARANTEES AND WARRANTEES

All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued.

12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of Woodridge shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

13. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Woodridge upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village. The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

14. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, SUBSTANCE ABUSE PREVENTION AND EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS PROJECTS ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment and services supplied to the Village of Woodridge must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All policies and practices including Fall Protections as well as guards and protectors and appropriate markings must be in place before delivery and in force while performing the services required of this agreement. Items not meeting any OSHA specifications will be refused. Bidder may be required at his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of *820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act* wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Bidder will strictly comply with all ordinances of the Village of Woodridge, the laws of the State of Illinois and United States Government.

Additionally, in accordance with the law and the provisions of 30 ILCS 570, entitled "Employment of Illinois Workers On Public Works Act," the Contractor shall be fully responsible to comply with and to certify that 90 percent of its workers assigned to this project are Illinois residents. The Contractor shall familiarize themselves with the requirements by referencing the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

15. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

16. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

17. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

18. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

19. TERMINATION OF CONTRACT

A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.

3. If it is determined that successful Bidder knowingly falsified information provided to the Village.

4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.

5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.

6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee

or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

20. INDEPENDENT CONTRACTOR

The Contractor, and any subcontractors, shall each be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

21. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the 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 in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

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

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, order of protection status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

22. INSURANCE SPECIFICATIONS

A. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.

B. The successful Bidder shall maintain limits no less than:

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
COMMERCIAL GENERAL LIABILITY	
1. Comprehensive Form	**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE** **$1,000,000**
2. Premises - Operations	
3. Explosion & Collapse Hazard	
4. Underground Hazard	
5. Products/Completed Operations Hazard	**PERSONAL INJURY PER OCCURRENCE** **$1,000,000**
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	**GENERAL AGGREGATE** **$2,000,000**

8. Independent contractors
9. Personal Injury

Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed	**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE**	**$1,000,000**
Worker's Compensation and Occupational Diseases		**STATUTORY LIMIT**
Employer's Liability Insurance per Occurrence		**$1,000,000**

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of Woodridge named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancelation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement

C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

23. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WOODRIDGE ("The Village")
Attention: **Purchasing**
Five Plaza Drive
Woodridge, Illinois 60517

A. POLICY INFORMATION.

1. Insurance Company _____

2. Policy Number _____

3. Policy Term: (From) _____ (To) _____

4. Endorsement Effective Date _____

5. Named Insured _____

6. Address of Named Insured _____

7. Limit of Liability Any One Occurrence/
   Aggregate $_____

8. Deductible or Self-Insured Retention (Nil unless otherwise specified)
   $_____

B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

The attached Additional Insured Endorsement (Attachment 1) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Attachment 1). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

CONTRIBUTION NOT REQUIRED.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

2. SEVERABILITY OF INTEREST.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

3. SUBCONTRACTORS.
(ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

4. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

5. CANCELLATION NOTICE/CANCELATION NOTICE RECIPIENT.
(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

The village shall be named to the policy as "Cancelation Notice Recipient" with such status stated on the certificate of insurance.

6. **SUBROGATION.**
(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

7. **ACCEPTABILITY OF INSURERS.**
(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

8. **ASSUMPTION OF LIABILITY.**
(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract.

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: _____Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax:_____

24. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

ADDITIONAL INSURED ENDORSEMENT **ATTACHMENT 1**

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

_____

_____

_____

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

_____, as part of its bid on a
(Name of Contractor)

contract for _____ to The Village of Woodridge, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20 _____.

MY COMMISSION EXPIRES:

_____

_____
NOTARY PUBLIC

CONTRACT – ***Page One of Two***

1. This agreement, made and entered into this _____ day of _____ 20____, between the Village of Woodridge, acting by and through its Mayor and Board of Trustees and _____.

2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto,_____ agrees with the Village of Woodridge at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.

3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Woodridge, are all essential documents of this contract and are a part hereof.

4. In witness whereof, the said parties have executed these presents on the date above mentioned.

==========

(Village Seal) **VILLAGE OF WOODRIDGE**

Attest:

By: _____ Village Clerk

By: _____ Village Administrator

==========

IF A CORPORATION

(Corporate Seal) **CORPORATE NAME**

Attest: _____

By: _____ Secretary

By: _____ President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____ NOTARY PUBLIC

IF A PARTNERSHIP

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

_____

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

==========

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

VILLAGE OF WOODRIDGE

PARKWAY TREE PLANTING SERVICES

SPECIFICATIONS

The undersigned ("Contractor") agrees to furnish to the Village of Woodridge, an Illinois municipal corporation, hereinafter referred to as the "Village", **PARKWAY TREE PLANTING SERVICES** conforming to the terms and conditions set forth herein.

I. GENERAL TERMS AND CONDITIONS

A. EXAMINATION OF SITE

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

B. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Director of Public Works or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

D. BASIS OF PAYMENT

The Contractor shall be paid for the work described herein on a per tree basis for each work area. Partial payment shall be made to the Contractor as work progresses but, in no case, shall payment be made on trees

not completed to the satisfaction of the Village and in accordance with these specifications and accepted arboricultural practices.

E. STARTING AND COMPLETION REQUIREMENTS

Work shall begin on or about June 1, 2014, or at a time mutually agreed upon by the Contractor and the Village inspector. All work shall be completed prior to June 30, 2014.

F. WORKING HOURS

The Contractor shall work the same hours as the Public Works Department unless other arrangements are agreed upon ahead of time. The Department's normal work hours are 7:00 a.m. to 3:30 p.m., Monday through Friday. Unless otherwise approved by an authorized representative of the Village, all work by the Contractor shall be completed at least one (1) hour prior to the end of the Village's specified work hours, in order to allow an opportunity to review the completed work.

G. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

If desired by the Contractor, the Village will provide an unsecured (non-fenced) site for the storage of the Contractor's vehicles on a nightly basis.

H. COSTS

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

I. ADDITIONAL WORK

The Village reserves the right to add additional tree plantings at the per unit planting price supplied by the vendor. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Public Works or his designee, has approved the charges in writing.

J. ADDITIONAL INFORMATION

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

At least four (4) references who can attest to the bidder's ability to fulfill this contract including at least one (1) municipal, governmental, or institutional reference. Include names, addresses and phone numbers.

At least one (1) reference that can attest to the bidder's previous satisfactory performance of a municipal or other governmental tree planting, trimming, or other landscape contract that is comparable in size to this project.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

K. PENALTY FOR NON-COMPLETION

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars ($250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars ($100.00) per incident per day. Some examples include:

a) failure to start work on the specified date and time without notification and approval for a change from the Village;
b) failing to show up for scheduled work without notification to the Village;
c) starting operations before the allowed time without permission from the Village;
d) failure to provide appropriate traffic control and protection; and
e) Failure to notify the Village in advance of where work will be taking place.

II. PLANTING SPECIFICATIONS

A. SCOPE OF WORK

Separate from this contract, the Village has purchased approximately 125 trees, each approximately 3" in diameter at breast height. These new trees are replacements for Ash trees removed as a result of Emerald Ash Borer Infestation. The Village will receive the trees from the nursery and store the trees on Village property. The Contractor shall load the trees from the Village properties and transport the trees to the planting destinations designated by the Village. The Village will sort the trees and stage the respective trees at four separate Village property locations in the vicinity of the planting areas. The destinations are spread across the Village and an address list will be supplied to the successful contractor. Each tree shall be planted to the depth of the respective root collar in the parkway locations, as specified by the Village. All JULIE locates are the responsibility of the contractor. The Contractor is responsible for disposal of all spoil and debris. The following shall be required:

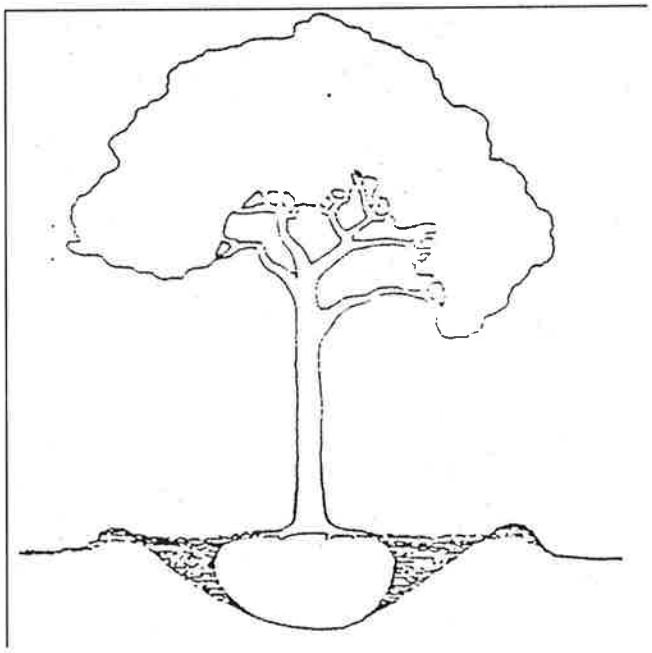
1) Planting Requirements:

All trees planted shall be planted according to the following basic requirements:

a. The Village will provide all locations. If field conditions dictate changes, the Contractor shall contact the Village inspector or representative and a timely decision will be made.

b. All planting holes shall be at least **twenty (20) inches** larger in diameter than the tree ball to a depth such that the tree when planted will be situated with the root collar at ground line. The sides of the hole shall slope inward towards the bottom of the root ball (see diagram). Planting holes will be dug the day of planting. Any pre-dug they must be barricaded until planting is complete.

All trees will be planted to the depth of the root collar. Any need for adjustment within the ball will be done at the time of planting. See diagram below.



c. All twine or rope shall be cut and the burlap folded away from the root collar prior to backfilling.

2) Straightening:

The Contractor shall be responsible for ensuring that all trees remain straight for a period of 45 days following planting.

B. SITE APPERANCE AND CLEAN-UP

The Contractor shall clean up each site and remove and dispose of all debris at the end of each day's operation, including raking all lawn areas and sweeping all paved areas where needed. The site shall be returned to the same state it existed in prior to the work. Under no circumstances shall any materials be allowed to lie on the parkway overnight. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

C. INSPECTION OF WORK

In order to allow for the efficient progression and inspection of the work, the Contractor shall confine their ongoing operations to a specific geographic area each day, as approved by the Village. All work must be completed to the satisfaction of the Director of Public Works or his designee. The Village will inspect the site(s) which have been worked on by the Contractor and notify the Contractor if any additional work is required in order to meet the project specifications. Failure to properly complete the work shall result in non-payment to the Contractor until all work has been completed to the satisfaction of the Village.

D. DISCONTINUANCE OF WORK / PROTECTION OF THE PUBLIC

Any practice of obviously hazardous activity as determined by the Director of Public Works or his designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice from a representative of the Village to discontinue such practice. Continued practice of hazardous activity is grounds for termination of contract. Any and all applicable penalties will be imposed to the fullest extent of the law.

If in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder.

E. PERSONNEL AND EQUIPMENT

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified.

F. CERTIFIED ARBORIST/IDOA COMPLIANCE

The Contractor shall have on file with the Illinois Department of Agriculture an Emerald Ash Borer Compliance Agreement and shall be proficient in the standards and requirements thereof, and fully exercise same while carrying out the services outlined in this agreement.

G. WORK CREW SUPERVISION

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee and the supervisor(s) shall be available twenty-four (24) hours a day. The Village and Contractor representatives for this project will meet on a regular basis as designated by the Village representative, in order to discuss the completed work, review the ongoing tree counts, among other items. The regular daily summary of completed work and tree counts shall not be the Village's final inspection of the completed work. Final inspections shall be completed separately by the Village.

H. PROTECTION OF OVERHEAD UTILITIES

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

I. SAFETY STANDARDS

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 Z-133.1.

J. TREE LOCATIONS

The trees to be planted are approximately (3) inches Diameter at Breast Height (D.B.H.) and located on Village right-of-way. The address list for the 125 trees will be supplied to the successful contractor and the locations are spread through-out the community. The Village will sort the trees and stage the respective trees at four separate Village property locations in the vicinity of the planting areas. The Contractor shall work with staff to plan the planting schedule as the Village will be notifying residents of the work in front of their properties.

K. TRAFFIC CONTROL

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities. This shall include but not limited to the following:

a. Whenever possible, work vehicles shall be parked on the same side of the street as work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder as required by Municipal Code.
b. Whenever possible the work site on a two-lane street shall be confined to one traffic lane leaving the opposite lane open to traffic.
c. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
d. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection, which may be necessary.
e. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
f. Warning signs such as "MEN WORKING" shall be diamond shape having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 24 inches by 24 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 12 inches above the pavement.
g. Should individuals progress ahead of vehicles, cones shall be placed in the roadway to alert motorist of activity in those trees.
h. Blocking of public streets shall not be permitted unless prior arrangements have been made with and approved by the Village and is coordinated with the appropriate departments.
i. The Contractor shall provide adequate barricades, flagmen, sign and/or warning devices during the performance of the Contract to protect motorists and pedestrians. 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 Director of Public Works or his designee.

L. NOTIFICATION OF COMMENCING WORK

The Contractor shall keep the Village informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. In order to accomplish this, at a minimum, the Contractor shall provide advance daily written notification (via fax, email, or hand delivered) of the locations the Contractor intends to work that day to the Village's contact person for this project.

VILLAGE OF WOODRIDGE

PARKWAY TREE PLANTING SERVICES PROPOSAL

The undersigned "Contractor" offers to provide to the Village of Woodridge, an Illinois Municipal Corporation, Parkway Tree Planting Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

Service	Unit Price Per Tree	Total Number of Trees	Total Cost
Any and all equipment, labor, transportation, disposal, etc., required for Tree Planting Service to comply with these specifications:	$ _____	125	$ _____

Contractor: _____

Address: _____

_____

Phone: _____ Date: _____

Signature: _____

Subscribed and sworn before me on this _____day of _____, 2014.

MY COMMISSION EXPIRES:

_____

_____

NOTARY PUBLIC

ADDITIONAL BID INFORMATION

Please check the appropriate column

A.	Statement of the Items / Equipment the Bidder Proposes to use for the project.	Owned By the Vendor	Rented or Other Access to by the Vendor

REFERENCE LIST
(Please make additional copies of this sheet if needed)

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

_____

_____

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

_____

_____

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

_____

_____

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

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