SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2018 Comprehensive Tree Maintenance
Bid Number: 17-205
Issuance Date: 09/06/17

The Village of Oak Park will receive Bids from qualified contractors to perform tree maintenance during the calendar year 2018 pursuant to this Request for Bids. This Bid covers three (3) separate contracts available with the Village of Oak Park. Bidders are welcome to bid on any and all of the contracts available. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **2:00 p.m. on Friday September 22, 2017**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

A mandatory pre-bid meeting shall be held on Wednesday, September 13th at 11 a.m. at the Public Works Center. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

Specifications and bid forms may be obtained at http://www.oak-park.us/bid or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Forestry Superintendent, Rob Sproule at 708-358-5700 or rsproule@oak-park.us.

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

Submission of Bids
The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 17-205 Comprehensive Tree Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Rob Sproule, Forestry Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

BID FOR:
Village of Oak Park 2018 Comprehensive Tree Maintenance
SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:
All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

Bid Bond
The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. Do not include unit price amounts where work is "On-Demand" or "As Required". The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Contract Bond in an amount of twenty five thousand dollars ($25,000.00) for each contract awarded.

Contract Term
The initial contract term shall be from the date of award to December 31, 2018. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

Contract Renewal
The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Notice to Proceed

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Forestry Superintendent, Rob Sproule. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Forestry Superintendent grants an extension.

Recertification

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Bids:

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor
The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions
Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws
The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law
All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement
No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents:
Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

Minority Business and Women Business Enterprise Requirements
The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses
The Contractor shall be responsible for becoming a licensed Contractor in the Village.

Agreement
The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

Contract Bond
The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a Contract Bond in the amount of twenty five thousand dollars ($25,000.00) for each contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

Fees and Cost
In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution
The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless
See Section XIII - Agreement.

Insurance
See Section XIII - Agreement.

Termination of Agreement
See Section XIII - Agreement.

III
GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified arboriculture contractors for the maintenance and removal of village owned trees within the Village of Oak Park. Three (3) separate types of contracts will be awarded through this bid: 1) Parkway Tree Cycle Pruning, 2) Parkway Tree Removal, and 3) Parkway Tree Stump Removal. Additional "Add On / On Demand" items are included with some contracts and are required to be bid on. Work will be assigned by the Village as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including safety, timeliness, cleanliness, and thoroughness. All arboriculture contract work shall be done in accordance with the latest addition of the ANSI Z133 standards for Arboriculture Operations. Contractors that bid multiple contracts may be required to prove their ability to service the multiple contracts at the same time.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Extent of Services, Alterations, Omissions and Extra Work

The Village reserves the right to award multiple contracts from this bid including multiple contracts for a single type of work or single season. The Village reserves the right to award the contract to the lowest responsible bidder. The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Workers

The bidders shall employ competent laborers and shall replace at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Bidder shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

Detail Specifications: All Contracts

1. Location of Tree Maintenance Work

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All tree work is to be done in accordance with the enclosed specifications.

2. Property Damage

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

3. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

4. Leaf Blower Noise Restriction

The Village of Oak Park has a noise ordinance (Section 17-1-30-H) that governs the use of leaf blowers. Contractor must meet all requirements outline within the Village Code. Copies of the code can be found on the Village Website or provided by the Department of Public Works.

5. Periodic Inspection

Upon request the contractor must provide the location of crews working within the Village. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Superintendent can be contacted at 708-358-5700.

6. Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks and streets open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

If street closure is necessary to facility any work the contractor must call Public Works at 708-358-5700 before closure and after opening the street so Village staff can alert police, fire, and regional transit of the closure.

7. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations. All arboriculture contract work shall be done in accordance with the latest addition of the ANSI Z133 standards for Arboriculture Operations.

8. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

9. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Forestry Superintendent.

10. Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree maintenance operations.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

11. Pedestrian Traffic Control

While tree maintenance work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site if there is a reasonable concern of harm to pedestrians.

Detail Specifications: Parkway Tree Cycle Pruning Contract

The Village is seeking proposals from qualified arboriculture contractors for the pruning of parkway trees and other village owner trees within the Village of Oak Park.

1. Location of Tree Pruning Work

   The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All trees over 6 inches in diameter on inventory sheets supplied to the Contractor in the general area designated on the proposal sheet shall be pruned. All tree pruning work is to be done in accordance with the enclosed pruning specifications.

   It will be the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

2. Extent of Services

   The bidder shall prune all trees designated on pruning sheets and commence work no later than January 2nd, 2018 (weather dependent). Contractor must be on site each week and prune a minimum of **300 trees each week for the length of the contract.** All work shall be completed by April 13th, 2018, unless the Village Forestry Superintendent grants an extension. Diameter inch estimates per size class are provided on the bid sheet.

3. Project Supervision

   The bidder shall designate a project supervisor who will be the primary contact for the contract. This person must be onsite daily to meet with Village representatives and oversee the operations of the crew. If not in town at all times they must be available be phone and in close proximity to deal with any potential issues in an immediate manner. This person cannot be a tree worker and must be an International Society of Arboriculture Certified Arborist.

4. Inspection and Project Meetings

   The bidder's project supervisor shall notify the office of the Forestry Superintendent at the beginning and end of any workday where crews are in Oak Park giving the location of that day's work. The Forestry Superintendent must also be notified on any work day that crews will not be in Oak Park prior to completion of the project.

   The Forestry Superintendent or his representative will daily inspect the work and will always be available should any problems arise. The project supervisor should expect to meet daily with the Forestry Superintendent or his representative to discuss the past work completed and upcoming issues.

The Forestry Superintendent may appoint a consultant to oversee the daily work and progress of this contract. In those cases, all issues related to the contract shall be run through the consultant.

5. Resident Vehicle Parking Issues
   It shall be the bidder's responsibility to ensure the proposed work area each day is clear of vehicles. The Village will provide a limited number of "No Parking" signs for the contract, but it will be the responsibility of the bidder to move the signs each day for the next day's work. The bidder will not be permitted to post more blocks than can be accomplished in any one day. Special attention should be paid to areas around schools and multi-unit dwellings to minimize impact to the residents. While the Village has an overnight parking ban, that cannot be relied on to provide clear streets. The Village will not assist the bidder with contacting residents or vehicle relocation if they have not properly posted parking restrictions.
6. Method of Measuring
   Trees to be pruned shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.
7. Pruning Specifications
   a. All Trees
      i. Trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 pruning standards.
      ii. Prune all trees so the natural form and shape of the tree is achieved so far as is possible. Crown reduction method preferred where parkway width is sufficient to gain specified clearances, particularly when pruning Tilia species and trees in the 6"-16" size class.
      iii. Balance tree evenly.
      iv. Lower branches must be raised to a height of allowing a minimum of 8 feet of pedestrian access on the sidewalk at the end of a four-year period and must not protrude over the curb for the same period when possible.
      v. Raise all lower branches and hanging branches to a minimum height of 16 feet where practical and if possible on trees over 16" in diameter. No more than approximately one-fourth of foliage of **mature** trees to be removed.
      vi. Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs). Situations where this minimum cannot be met without undue harm to the tree need to be approved by the Forestry Superintendent or his designee.

vii. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than one inch in diameter from all trees. Remove all sucker growth on the main trunk(s) to first main crotch.

viii. To avoid misunderstanding, the terms in parts "vii" above will be used as defined below:

a. "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.

b. "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.

c. "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

ix. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.

x. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.

xi. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.

xii. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.

xiii. Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.

xiv. No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.

xv. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

xvi. It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the pruning operations will not be delayed.

b. For trees 6"-16" in diameter:

Trees within this size class must be pruned in a top down method. **Achieving a strong central leader along with a strong scaffold structure is of primary importance.**

i. Prune for central leader by removing or subordinating co-dominant stems with reduction cuts.
ii. Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
iii. Potential scaffold branches should be vertically spaced 18" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
iv. Scaffold branches should be no more than ½ the diameter of the trunk immediately above the branch
v. Retain lateral branches along limbs, but each should be less than ½ the diameter of the limb at attachment.
vi. At least ½ of the foliage should be on branches (temporary and permanent) arising in the lower 2/3 of the tree. Similarly, branches should have like distribution of foliage along their length.

8. Cleanup

Immediately after pruning of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree removal operations.

9. Removal of Debris

All debris from tree pruning operations shall be removed from the site and from the Village of Oak Park the same business day debris has been placed, unless authorized by Forestry Superintendent or his representative. No on site or Village owned areas will be designated as debris storage areas. Payment for removal and disposal of debris is to be included in the unit price.

Under no circumstances shall debris be left on the parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

10. Method of Measuring

Trees to be pruned shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

11. Arborist Certification

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site **at all**

times. If the project supervisor is not onsite at all times another staff member must be a "Certified Arborist" or "Certified Tree Worker". They must have the authority to direct the work onsite. They must be able to speak articulacy to residents and Village staff about the work occurring onsite.

12. Reporting and Punch Lists

    The bidder is responsible for keeping the Village updated on its work on a weekly basis. The Village requires that the bidder provide a proposed and actual work schedule for each week of the contract. These records must be turned into the Forestry Superintendent's office, emailed, or faxed each Monday. The report will include the proposed work to be completed in the village for the week and an actual work completed report, including the specific days individual trees were pruned for the previous week.

    The Forestry Superintendent or his designate will review the completed work and provide a punch list for trees and locations that have not met the specifications of the contract. The bidder will not be paid for an invoice including those locations until the associated punch list items have been addressed and confirmed complete.

13. "On Call" Emergency Work

    The bidder is required to provide On Call Emergency work and equipment as necessary. Failure to respond or provide the requested equipment and services may be considered a breach of contract.

    a. Contact

    The bidder is required to provide a twenty four (24) hour contact number for the Village to request emergency services.

    b. Response Time

    In case of emergency, the bidder is required to provide the requested equipment and staff to the Village within two (2) hours of a call out.

    c. Contractor Release

    The bidder shall not pull work crews from the Village without the approval of the Forestry Superintendent. Early release of crews may be considered a breach of contract.

Detailed Specifications: Tree Removal

The Village of Oak Park owns and is responsible for maintaining parkway and other trees across the Village. All removal work shall be done in a safe manner and bidder is required to follow the latest ANSI Z133 standards for Arboriculture Operations.

1. Location of Tree Removal Work

   The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner

2. Commencement of Work
   The bidder shall remove ALL trees designated as "winter removals" within time frame specified for those removals – January 1 through April 30 and December 1 through December 31 - unless the Forestry Superintendent grants an extension.

   The bidder shall remove ALL trees designated as "summer removals" within time frame specified for those removals – May 1 through November 30 - unless the Forestry Superintendent grants an extension.

3. Removal Lists
   The contractor will be provided removal lists in quantities no less than 10 trees and no more than 40 trees. Upon confirmed completion of a list, contractors will be provided additional tree lists as necessary. Trees will be marked with a white paint dot on the trunk. The removal of marked trees not assigned is prohibited.

   All trees designated as removals on a list shall be removed at a rate of not less than 750 diameter inches per two week period until all trees on any given list are removed unless the Village Forestry Superintendent grants an extension. The removal of American elms shall be given priority during summer periods. All elm trees on that list must be removed within ten (10) working days of the receipt of the list

4. Removal Equipment
   All trees designated as "Removals" over 20 inches diameter shall be removed by crane. The felling of whole trees is discouraged because of the inherent risk and perceived danger by residents. The preferred method of removal is the piecing down of the limbs and trunk through the use of equipment and rigging.
5. Utility Coordination and Infrastructure Protection
   It will be the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed. The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.
6. Tree Stump
   All trees shall be removed to a point that leaves a stump no more than four inches (4") high.
7. Cleanup
   Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree removal operations.

8. Removal of Debris
   All debris from tree removal operations shall be removed from the site and from the Village of Oak Park the same business day placed, unless authorized by

Forestry Superintendent or his representative. No on site or Village owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price.

Under no circumstances shall debris be left on the parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

9. Method of Measuring
   Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

10. Arborist Certification
    There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site **at all times**.

14. Reporting
    The bidder is responsible for keeping the Village updated on its work on a weekly basis. The Village requires that the bidder provide a proposed and actual work schedule for each week of the contract. These records must be turned into the Forestry Superintendent's office, emailed, or faxed each Monday. The report will include the proposed work to be completed in the village for the week and an actual work completed report for the previous week.

15. "On Call" Emergency Work
    The bidder is required to provide On Call Emergency work and equipment as necessary. Failure to respond or provide the requested equipment and services may be considered a breach of contract.

    a. Contact
    The bidder is required to provide a twenty four (24) hour contact number for the Village to request emergency services.

    b. Response Time
    In case of emergency, the bidder is required to provide the requested equipment and staff to the Village within two (2) hours of a call out.

    c. Contractor Release
    The bidder shall not pull work crews from town without the approval of the Forestry Superintendent. Early release of crews may be considered a breach of contract.

Detailed Specifications: Tree Stump Removal

The Village is seeking proposals from qualified arboriculture contractors for the removal of parkway tree stumps and other village owned tree stumps within the Village of Oak Park. All stump removal work shall be done in a safe manner and bidder is required to follow the latest ANSI Z133 standards for Arboriculture Operations.

1. Extent of Services
   Two separate stump removal and restoration periods are designated – **Spring** (April 15 through June 15), and **Fall** (September 1 through November 30).

2. Location of Tree Stump Removal Work
   The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All stumps in the Village parkway on the streets in the general area shall be removed. All stump removal and restoration work is to be done in accordance with the enclosed removal specifications.

3. Commencement of Work
   The bidder shall remove and restore all stumps designated as "Spring Period Stumps" within time frame specified for those removals – April 1 through June 15 - unless the Forestry Supervisor or the Superintendent grants an extension. Total number of stump removals is estimated at 300 stumps for this period.

   All stumps designated as "Fall Period Stumps" shall be removed within the time frame specified for those removals – September 1 through November 15. Total number of stump removals is estimated at 300 stumps for this period.

4. Stump Removal
   In an effort to facilitate future planting in the parkway, the contractor shall remove all tree stumps and buttress roots designated by the Forestry Superintendent or representative completely or to a depth of twenty-four inches (24") below the adjacent ground level. Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to allow for planting directly in or adjacent to the stumping site and remove any additional turf or soil to eliminate "humps" or mounds in the parkway. All parkway areas are to be left flat and meet original grade and pitch from sidewalk to curb.

5. Site Appearance and Disposal of Stump Grindings
   After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site with appropriate tools and equipment for the job. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property. The contractor shall clean up the site and remove all grindings and debris within twenty-four (24) hours of grinding. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree stump removal

operations. The bidder shall leave a barricade or cone in every cleaned hole until the location is backfilled.

Grinding debris generated by the work described in this contract shall be the responsibility of the contractor. Payment for removal and disposal of debris is to be included in the unit price. Environmentally accepted practices of debris disposal are also an important part of this work.

6. Backfilling
   All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled and compacted to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur after the Forestry Superintendent or his designee confirms the stump grinding and cleaning has been done in a manner satisfactory to the contract. All holes must be backfilled within two business days of approval of Village staff. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. Grindings (chips) and debris must not be used as backfill material.

7. Seeding
   All adjacent disturbed areas and areas where backfill material was installed shall be seeded. Seed shall be a mixture composed of fifty (50%) percent Kentucky Bluegrass, thirty (30%) thirty percent Perennial Rye Grass, and twenty (20%) percent Creeping Red Fescue or other mix approved by the Village Superintendent.

8. Stumping Oversight by the Village
   The Village will provide the contractor with lists of approximately 30 stumps for completion the next business week. All stump grinding and cleaning associated with the work list must be completed within the first 2 business days of the week (weather dependent). Within 1 business day of confirmation from the bidder that work has been completed, the Forestry Superintendent or his designee will inspect the locations and verify they meet the specifications of the contract. The bidder will be notified of locations that are found to be insufficiently ground, cleaned, or leveled. Sites must be corrected at no additional cost to the Village. Once the bidder receives confirmation of approved sites they will have 2 business days to backfill and seed the locations. Once the list has been completed and verified by Village staff a new list will be generated. This process will repeat until the planned stump removals for the period are complete.

9. Notification to the Resident
   Upon backfilling and seeding a location the bidder shall leave a notice to the adjacent property owner regarding the completion of the work and the necessary watering. This notice will be provided by the Village and will be either a door hanger or a post-it note to attach to the front door or window.

10. J.U.L.I.E.
    The Contractor is responsible for any damage done to underground utilities while working in the parkway. The Contractor will submit the stump list to J.U.L.I.E. to be located prior to stump removal. The Contractor must submit the list to J.U.L.I.E. no more than three (3) working days after receipt from the Village. The Contractor must otherwise comply with all J.U.L.I.E. requirements.

11. Sucker Growth
    In the event that adventitious (sucker) growth should occur, the contractor shall be responsible for regrinding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the Village. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

12. Method of Measuring
    Stump removal shall be done on a flat rate, "per stump" basis.

13. Reporting
    The bidder is responsible for keeping the Village updated on its work. The Village requires that the bidder provide immediate notice upon completing grinding and cleaning for inspection. The bidder must also alert the Village to completion of a list for inspection and assignment of additional stumps.

14. Add On Parkway Restoration
    The bidder shall provide pricing for parkway restoration work. In some instances the parkway may be so disturbed or changed as a result of the parkway tree or the tree removal process that entire restoration with the installation of sod may be called for. These locations will be identified by the Village and the total square yardage of the proposed restoration will be determined. The bidder will be required remove any additional material or bring in additional top soil to restore the original grade of the parkway between the sidewalk and the curb for the length determined by the Village. The bidder will then install sod at the location. Pricing will be based on a square yard price for sod installation. All additional work, not including the parkway tree stumping is incidental to the sod price. If stumping is required at one of these locations it will be paid at the regular contract rate in addition to the square yard sod installation price.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Standard of Care

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended. Current copies attached as exhibit A.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

Certified Payroll

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of $10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Wide Comprehensive Tree Maintenance and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2018 only. The contract would include quantities estimated below in 2019 and 2020. Bid bond amount should be 10% of the sum of "Total Cost for 2018" amount listed below for each contract being bid on. **Bidders can bid on any or all Items 1-3.**

Item 1: Parkway Tree Cycle Pruning

The prune area for 2018 includes all Village owned parkway trees south of and including the trees on the south parkway of the North Avenue to Division St (only north parkway N. Austin to Harlem) and all trees south of and including Division St. to Chicago Ave (only north parkway) from Harlem Ave. (east parkway only) to N. East Ave. (west side included).

Parkway Tree Pruning

Size Class D.B.H.	Unit Price($)	Est. 2018 Quantity	$ Total Cost
6 – 12 inch diameter	$_____	X 1213	$ No Bid
12.1 - 20 inch diameter	$_____	X 1415	$
20.1 - 30 inch diameter	$_____	X 777	$
over 30 inches diameter	$_____	X 226	$
		Total Cost for 2018	$ No Bid

"On Call" bid price for EMERGENCY CALL-OUT RATES (Do not include in Bid Bond)

Per hour – 2 men, Chipper truck w/chipper	$ 180.00
Per hour – 1 man, Aerial Lift truck	$ 120.00
Per hour - 1 man, Log Loader	$ 120.00
Per hour - 1 man, Semi tractor-trailer	$ 120.00
Laborer, per hour	$ 50.00

Item 2: Parkway Tree Removal

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated.

Winter Parkway Tree Removal 2018 (January 1 – April 30, December 1-31)

Size Class	D.B.H.	$Price / Inch	Ave. diameter	Est. # of removals	$ Total Cost
1	0" – 11"	$ 3.00	9"	20	$ 540.00
2	11.1" – 18"	$ 7.50	16"	60	$ 7,200.00
3	18.1" – 24"	$ 11.00	21.5"	65	$ 15,372.50
4	24.1" – 30"	$ 13.00	26.5"	40	$ 13,780.00
5	30.1" – 36"	$ 17.00	32.5"	10	$ 5,525.00
6	36.1" +	$ 17.00	41"	10	$ 6,970.00

Summer Parkway Tree Removal 2018 (May 1 through November 30)

Size Class	D.B.H.	$Price / Inch	Ave. diameter	Est. # of removals	$ Total Cost
1	0" – 11"	$ 7.50	9"	20	$ 1,350.00
2	11.1" – 18"	$ 11.50	16"	30	$ 5,520.00
3	18.1" – 24"	$ 19.50	21"	65	$ 26,617.50
4	24.1" – 30"	$ 23.00	27"	55	$ 34,155.00
5	30.1" – 36"	$ 28.50	33"	60	$ 56,430.00
6	36.1" +	$ 35.00	41"	40	$ 57,400.00
			Total Cost for 2018		$ 230,860.00

"On Call" bid price for EMERGENCY CALL-OUT RATES (Do not include in Bid Bond)

Per hour – 2 men, Chipper truck w/chipper	$ 180.00
Per hour – 1 man, Aerial Lift truck	$ 120.00
Per hour - 1 man, Log Loader	$ 120.00
Per hour - 1 man, Semi tractor-trailer	$ 120.00
Laborer, per hour	$ 50.00

Item 3: Parkway Tree Stump Removal

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree stump removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit prices listed below are for 2018 only.

Estimated Quantity	Unit Cost	Total Cost for 2018
650 Stumps (2018) Grinding, Clean up & Restoration	$ 246.00	$ 159,900.00

"Add On" Parkway Restoration Rate (Do not include in Bid Bond)

Parkway Restoration with Sod Installation (square yard) Unit Cost: $ 10.00

BID FORM CONTINUED – PROPOSAL SIGNATURE SHEET

Proposal Signature: Cynthia H. Ruska

State of Illinois) County of Cook)

Cynthia H. Ruska ,
(Type Name of Individual Signing)
being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 09 / 15 /2017

A & B Landscaping and Tree Service Inc
Organization Name (Seal - If Corporation)

By: Cynthia H. Ruska
Authorized Signature

P.O. Box 344 Riverside IL 60546
Address

708.447.6902
Telephone

Subscribed and sworn to before me this 15th day of September 2017.

Michelle Bulir Ruska in the State of Illinois . My Commission
Notary Public

Expires on 10/27/2017

MICHELLE BULIR RUSKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 27, 2017

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of A&B Landscaping and Tree Service Inc. and is organized and existing under the laws of the State of Illinois. The full names of its Officers are:

President Cynthia H. Ruska

Secretary _____

Treasurer _____

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

_____

_____

_____

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is _____. If the bidder is operating under a trade name,

said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY	Western Springs Park District
ADDRESS	4400 Central Ave.,
	Western Springs, IL 60558
CONTACT	Dennis Conway
PHONE	708.246.4225
WORK PERFORMED	Various Tree Removals, Tree Trimming, & Lawn Maintenance

MUNICIPALITY	Riverside Golf Club
ADDRESS	2520 S. DesPlaines Ave
	N.Riverside, IL 60546
CONTACT	Kevin Pack
PHONE	708.447.3700
WORK PERFORMED	VariouseTree Removals, Tree Trimming, & Stump Grinding

MUNICIPALITY	Village of Oak Park
ADDRESS	201 S. Blvd
	Oak Park, IL 60302
CONTACT	Robert Sproule
PHONE	708.358.5740
WORK PERFORMED	Various Tree Removals, Tree Trimming, Emergency Storm Damage Tree Removal, & Stump Removal

MUNICIPALITY	Village of LaGrange Park
ADDRESS	447 N. Catherine
	LaGrange Park, IL 60526
CONTACT	Brendan McLaughlin
PHONE	708.3522922
WORK PERFORMED	Various Tree Removals, Tree Trimming, & Stump Removals

V
BIDDER CERTIFICATION

A & B Landscaping and Tree Service Inc., as part of its Bid on an agreement for 2018 Comprehensive Tree Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Cynthia H. Ruska

(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 15th day of September, 2017.

Michelle Bulir Ruska

Notary Public's Signature

- Notary Public Seal -

MICHELLE BULIR RUSKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 27, 2017

VI
TAX COMPLIANCE AFFIDAVIT

Cynthia H. Ruska, being first duly sworn, deposes and says:

that he/she is President of
(partner, officer, owner, etc.)

A & B Landscaping and Tree Service Inc.
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park 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, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

Cynthia H. Ruska
By:
Its:

President
(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 statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 15th day of September, 2017.

Michelle Bulir Ruska
Notary Public's Signature

- Notary Public

MICHELLE BULIR RUSKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 27, 2017

VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation: The Contractor is a corporation, legally named A & B Landscaping and Tree Service Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Cynthia H. Ruska

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:
The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:
The Contractor is a Partnership which operates under the name _____
The following are the names, addresses and signatures of all partners:

_____ _____

_____ _____
Signature Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

_____
Signature of Owner

SECTION VIII
BID BOND

Bond No. B29666

Oak Park

WE A&B Landscaping and Tree Service Inc.

as PRINCIPAL, and ACSTAR Insurance Company
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

Bid No. 17-205 Tree removal/stump removal for calendar year 2018

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THERFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

This bond is for twelve month duration and non-renewal shall not be an event of default. Bond shall exclude any loss incurred by Obligee or others subsequent to bond expiration and excludes any reprocurement cost or expenses. The obligation incurred during bond period shall only apply to revenue earned during the bond period. Renewal premiums are due 30 days prior to any renewal date.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 21st day of September A.D. 2017.

PRINCIPAL

A&B Landscaping and Tree Service Inc.
(Company Name)

By: _____
(Signature & Title)

ACSTAR Insurance Company
(Company Name)

By: _____
(Signature & Title)
Henry W. Nozko, Jr., President

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

Bond No. B29666

BID BOND CONTINUED

Subscribed to and Sworn before me on the

22 day of September, 2017.

Notary Public

MARYANN SCHOENNEMAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 8, 2020

NAME OF SURETY ACSTAR Insurance Company

By: _____
Signature of Attorney-in-Fact

Henry W. Nozko, Jr., President

Subscribed to and Sworn before me on the

21st day of September, 2017.

Diane L. Plante
Notary Public

Diane L. Plante
My commission expires 11/30/2018

Bond No. B29666

ACSTAR INSURANCE COMPANY
30 SOUTH ROAD • FARMINGTON, CT 06032 • (860) 415-8400

POWER OF ATTORNEY

No. 36613

This Power of Attorney must have original corporate seal and red and blue ACSTAR logo to be valid.

Know all men by these presents: That **ACSTAR Insurance Company**, a corporation of the State of Illinois, having its principal office in the Town of Farmington, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on November 14, 2013, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the Chairman, the President, Executive Vice President and General Counsel, or any Attorney-in-fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.

(3) The signature of the Chairman, the President, or Executive Vice President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

does hereby nominate, constitute and appoint

HENRY W. NOZKO, JR., HENRY W. NOZKO III, GARY M. CASE, CARMEN CARLTON, each individually, its true and lawful Attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS ($10,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Jr., President, have hereunto subscribed his name and affixed the corporate seal of the **ACSTAR INSURANCE COMPANY** this 15th day of November 2013.

ACSTAR Insurance Company

By _____
Henry W. Nozko, Jr., President

STATE OF CONNECTICUT)
) ss. FARMINGTON
COUNTY OF HARTFORD)

On this 15th day of November A.D. 2013, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Jr., President of the **ACSTAR Insurance Company,** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature was duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the Town of Farmington the day and year first above written.

DIANE L. PLANTE NOTARY PUBLIC CONNECTICUT

Diane L. Plante

Diane L. Plante - Notary Public
My Commission Expiration Date: November 30, 2018

I, the undersigned, Secretary or Assistant Secretary of **ACSTAR Insurance Company**, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 21st day of September, 2017.

Henry W. Nozko III/Maurice C. Shea
Secretary/Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rare, interest rate or residual value guarantees

SECTION VIII
BID BOND

Oak Park

WE _____

as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THERFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____A.D. 2017.

PRINCIPAL

_____ _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

_____

Notary Public

NAME OF SURETY

By: _____

Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

_____

Notary Public

SECTION IX
COMPLIANCE AFFIDAVIT

I, Cynthia H. Ruska, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates1 are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: Cynthia A. Ruska

Name and address of Business: A & B Landscaping and Tree Service Inc.
P.O. Box 344, Riverside IL 60546

Telephone 708.447.6902 E-Mail AandBLandscaping@msn.com

Subscribed to and sworn before me this 15th day of September, 2017.

Michelle Bulir Ruska
Notary Public - Notary Public Seal

MICHELLE BULIR RUSKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 27, 2017

1 Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. n Contractor Name: A & B Landscaping and Tree Service Inc

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☒ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

10 Number of full-time employees

2 Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: Cynthia H. Rucka

Date: 09-15-17

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name A & B Landscaping and Tree Service Inc.

Total Employees 12

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	1		1									
Professionals	2	2			2							
Technicians	3	3										
Sales Workers	1	1										
Office & Clerical	1		1									
Semi-Skilled	1	1			1							
Laborers	3	3			3							
Service Workers												
TOTAL	12	10	2		6							
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Cynthia H. Ruska, being duly sworn, deposes and says that he/she is the President

(Name of Person Making Affidavit) (Title or Officer)

of A & B Landscaping and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 15 day of September, 2017

Michelle Bulir Ruska 9-15-17

(Signature) (Date)

MICHELLE BULIR RUSKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 27, 2017

SECTION XI
NO BID EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: **Project No. 17-205; Village of Oak Park Village 2017 Comprehensive Tree Maintenance**

Comments:

Signed: _____

Phone: _____

XII

CONTRACT BOND

(For Reference – Do Not Fill Out)

Contract Bond

_____, as PRINCIPAL, and
_____as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _____, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

CONTRACT BOND CONTINUED

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2017.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

_____
Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

_____
Notary Public

XIII
AGREEMENT
(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this _____ day of _____, 2017, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and _____, a _____ (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the "Work") for the _____(hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated _____, _____, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed $_____ plus $_____ contingency for unforeseen conditions for a total cost of $_____ ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in

accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which, together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by _____, _____ ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of $500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's _____ shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

(i) Contractor's sworn statement;
(ii) Contractor's partial or final waiver of lien;
(iii) Subcontractor's sworn statement(s); and
(iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	$ 2,000,000.00
Each Occurrence	$ 1,000,000.00
Personal Injury	$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each

subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	$1,000,000.00

(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:	**To Contractor:**
Village Manager	_____
Village of Oak Park	_____
123 Madison St.	_____
Oak Park, Illinois 60302-4272	_____
708-358-5770	_____
Email: villagemanager@oak-park.us	Email:
Fax: 708-358-5101	Fax:_____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPDENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of $25,000.00 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract

and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

25. LIVING WAGE

Pursuant to Village Ordinance Number 16-106, "An Ordinance Amending Chapter 13 ("Administration"), Article 6 ("Finance Department") of the Oak Park Village Code by Adding a New Section 2-6-20 ("Living Wage")," incorporated herein by reference as though fully set forth, this Contract is subject to amendment between the parties. The Parties shall confer and cooperate in order to accomplish any required amendment pursuant to Ordinance Number 16-106 and compliance with the same. Contractor shall provide any and all certified payroll records pursuant to Section 24 above in order to determine whether the requirements of Ordinance Number 16-106 are being met by the Contractor.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

_____

By: Cara Pavlicek
Its: Village Manager

Date: _____, ____

ATTEST

_____

By: Vicki Scaman
Its: Village Clerk

Date: _____, ____

_____

By:
Its:

Date: _____, ____

ATTEST

_____

By:
Its:

Date: _____, ____