

**NOTICE TO BIDDERS AND REQUEST FOR PROPOSALS FOR
PARKWAY TREE REMOVAL IN THE
VILLAGE OF SOUTH BARRINGTON, COOK COUNTY, ILLINOIS**

RECEIPT OF PROPOSALS

Sealed proposals for **Parkway Tree Removal** will be received by the Village of South Barrington, Cook County, Illinois until **12:00 p.m.**, (Central Daylight Savings Time) **on November 11, 2024**. Thereafter, or as soon as practicable, all proposals received will be publicly opened and the bid prices read aloud. Sealed envelopes or packages containing proposals shall be addressed to the Office of the Village Clerk, Village Hall, 30 South Barrington Road, South Barrington, Illinois 60010, and shall be marked "**Proposal for Parkway Tree Removal**."

REQUEST FOR PROPOSALS (RFP) SPECIFICATIONS DOCUMENTS

The work shall consist of Parkway Tree Removal as described in the RFP Specifications documents or as directed by the Village Administrator.

This work shall be performed in accordance with the RFP Specifications documents, copies of which are on file for review, and available at the Village Clerk's Office, 30 South Barrington Road, South Barrington, Illinois 60010. All proposals must be submitted on the forms provided and in compliance with the Instructions to Bidders. A total of four (4) copies of the Proposal must be submitted. Submission of a proposal shall be conclusive assurance and warranty that the bidder has examined the RFP Specifications documents, the sites of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The Village of South Barrington will in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any errors or omission in the plans or proposal.

BID SECURITY

Each bid shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the Village of South Barrington for not less than ten percent (10%) of the amount bid. The proposal guaranty checks of all, except the two lowest responsible bidders, will be returned after the proposals have been checked and tabulated. The

proposal guaranty checks of the two lowest responsible bidders will be returned after the contract and the performance bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

RIGHT TO REJECT BIDS

The Village of South Barrington reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the Village of South Barrington.

AWARD OF CONTRACT

Unless all proposals are rejected, the contract award will be made to the lowest responsible bidder. In determining who the lowest responsible bidder is, the Village of South Barrington will consider all factors which it, in its discretion, deems relevant in determining who the lowest responsible bidder is. Bidders who are awarded a contract shall be required to provide a Performance Bond, each in the total amount of the contract sum upon execution of the contract.

PAYMENT OF PREVAILING WAGES

The general prevailing rate of wages in Cook County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

Dated: This 25th day of October, 2024

VILLAGE OF SOUTH BARRINGTON

Paula McCombie, Village President

Daniel Zierk, Village Clerk

VILLAGE OF SOUTH BARRINGTON

REQUEST FOR PROPOSALS

PARKWAY TREE REMOVAL

RFP Opening Date: November 11, 2024
RFP Opening Time:..... 1:00 P.M.
RFP Opening Location:..... South Barrington Village Hall
RFP Opening Room: Rose Hall
Performance Bond:.....100%

DESCRIPTION OF WORK:

“PARKWAY TREE REMOVAL” involves the removal of the Emerald Ash Borer (EAB) infested trees, other dead parkway trees, disposal of wood, stump grinding, backfilling of parkway with soil and seeding the parkway areas.

Submit bids to:

Ryan Murphy, Public Works Officer
Village Of South Barrington 30
South Barrington Road South
Barrington, IL 60010
(847) 381-7510
rmurphy@southbarrington.org

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of South Barrington and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

NOTICE TO PROPOSERS
PARKWAY TREE REMOVAL

Proposals will be received by the Village of South Barrington at the South Barrington Village Hall, 30 South Barrington Road, South Barrington, IL 60010 until 12:00 P.M. local time on November 11, 2024.

PROPOSALS OPENED: November 11, 2024

DESCRIPTION: The proposed work is officially known as the PARKWAY TREE REMOVAL and as further described in the RFP Specifications documents for the said work prepared by the Village of South Barrington.

PERFORMANCE BOND: 100%

Copies of "Instructions to Proposers," including the specifications and proposal forms may be obtained from the Village of South Barrington. Additional information is available by submitting requests in writing to Ryan Murphy at the Village of South Barrington, 30 South Barrington Road, South Barrington, IL 60010 or rmurphy@southbarrington.org

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VILLAGE OF SOUTH BARRINGTON
NOTICE TO PROPOSERS

The Village of South Barrington is now accepting proposals for Parkway Tree Removal.

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of South Barrington, Cook County, Illinois, will receive proposals at the South Barrington Village Hall, 30 South Barrington Road, South Barrington, IL 60010 until 12:00 P.M. local time on November 11, 2024, for Parkway Tree Removal, at which time the proposals will be publicly opened and read. Proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of South Barrington reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations. Proposals will be acted upon by the Village President and Board of Trustees.

DESCRIPTION OF WORK

The proposed work is officially known as Parkway Tree Removal, as further described in the contract documents for said work.

PRE-QUALIFICATION OF BIDDERS

Pre-qualification will not be required of BIDDERS on this proposal.

AVAILABILITY OF CONTRACT DOCUMENTS

Prospective BIDDERS and suppliers may obtain contract documents at the South Barrington Village Hall, 30 South Barrington Road, South Barrington, IL 60010.

PERFORMANCE BOND

Performance and Labor and Material Payment bonds will be required.

REJECTION OF BIDS

The VILLAGE, reserves the right to defer the award of the contract for a period not to exceed thirty (30) calendar days after the date bids are received, to accept or reject any or all proposals or any parts therefore, to waive technicalities, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the VILLAGE.

Proposals shall not be withdrawn for a period of ninety (90) days after the closing date without written consent.

GENERAL PROVISIONS

DEFINITIONS

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of South Barrington, Cook County, Illinois.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a proposal to the Village of South Barrington and their appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

PREPARATION OF PROPOSAL

The BIDDER shall prepare its proposal on the attached proposal forms furnished by the VILLAGE.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the VILLAGE's opinion that the words rather than the figures are in error. BIDDERS are warned against making any erasures or alterations of any kind, and Proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

If BIDDER is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If BIDDER is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the VILLAGE shall be submitted.

CONDITIONS

BIDDERS are responsible to become familiar with all conditions, instructions, and contract documents governing this bid. Submission of a bid will be considered specific evidence of having performed the above. Failure to make such preparations shall not excuse the

CONTRACTOR from performance of the duties and obligations imposed under the terms of this contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

SUBMISSION OF PROPOSAL

All Proposals must be delivered to the Village of South Barrington, 30 South Barrington Road, South Barrington, IL 60010 by the specified opening time of the bid. Proposals arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post-marked time on the envelope and will be returned unopened.

All proposals should be submitted in a sealed envelope. The envelope must be clearly marked with the project name and with: BIDDER'S name, address, bid opening location, date and time.

WITHDRAWAL OF PROPOSAL

BIDDERS may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful BIDDER shall not withdraw or cancel its proposal after having been notified by the VILLAGE that said bid has been accepted by the VILLAGE PRESIDENT and BOARD OF TRUSTEES.

DISQUALIFICATION OF PROPOSALS

The following will be cause for disqualification of proposals:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to submit bid security or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the proposal in conformance to the required format; or qualification of price to protect the BIDDER from unknown future market conditions;
- e. Rights of the VILLAGE limited under any contract clause;
- f. Reasonable basis to suspect either conflict of interest or collusion among BIDDERS;
- g. BIDDER fails to submit required information, literature, or affidavits with bid;
- h. Late bids;
- i. Failure of any authorized person to sign any required forms or to sign the bid; and
- j. BIDDER is prohibited by local, state or federal law from entering into public contracts.

CONSIDERATION OF PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the VILLAGE upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said VILLAGE, or that has failed to perform faithfully any previous contract with the VILLAGE.

The VILLAGE shall accept the proposal of the responsible BIDDER on the basis of the proposal that is in the best interest of the VILLAGE to accept. In awarding the contract, in addition to price, the VILLAGE shall consider the following:

- a. The ability, capacity, and skill of the BIDDER to perform the contract to provide the service required;
- b. Whether the BIDDER can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the BIDDER;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the BIDDER with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the BIDDER to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the BIDDER to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the BIDDER has a place of business in the VILLAGE;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. The ability to work cooperatively with the VILLAGE and its administration.
- m. Past records of the BIDDER'S transaction with the VILLAGE or with other entities as evidence of the BIDDER'S responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village of South Barrington reserves the right to waive any technicalities or award in part or in whole or to not award at all, reject any and all bids, waive technicalities or irregularities, and may order a re-advertisement for new bids or whatever is in the best interest of the VILLAGE.

The work shall be awarded to the lowest responsible BIDDER who submits the responsive bid that is most advantageous to the public. Written notification of award of contract will be mailed to the responsible BIDDER within ten (10) working days of the VILLAGE's President and Board of Trustee's decision.

Failure on the part of the successful BIDDER to execute a contract within fourteen (14) calendar days of its receipt or to provide an acceptable performance bond shall be considered just cause to withdraw the award. In such case the bid security shall be forfeited as liquidated damages and not as a penalty.

COMPETENCY OF BIDDER

The BIDDER, if requested in writing, must present within three (3) working days, evidence

satisfactory to the Village Administrator or their appointed representative of ability and possession of necessary facilities, prior experience, financial resources, including certificates of insurance, as identified herein.

COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

The successful BIDDER must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred (100) percent of the contract sum. Said Bonds shall be in a form acceptable to the VILLAGE, shall be deposited with the VILLAGE at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten (10) percent of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the VILLAGE is contingent upon the provision of the required Bond by the successful BIDDER. Failure to furnish the required bond within the time specified may be cause for withdrawal of the award.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the work; however each subcontract must be approved by the Village President and Board of Trustees or their appointed representative in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from its obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR.

DIRECTION OF WORK

The CONTRACTOR shall commence work when authorized by the Village Administrator or Building Officer. The CONTRACTOR shall conform to any and all directions as to the order, or manner in which the different parts of the work shall be done. All verbal or written instructions from the Village Administrator or Building Officer in explanation of the contract documents made during the progress of the work must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive. When more than one kind of material is mentioned in these specifications the Village Administrator or Building Officer shall approve the material to be used.

INTERPRETATION OF CONTRACT DOCUMENTS

The Village Administrator or Building Officer shall in all cases determine the amount or quantity of work which is to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The Village Administrator or Building

Officer shall have the right to make alterations in plans, forms, or the scope of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

PROGRESS OF THE WORK

If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the Village Administrator or Building Officer relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village Administrator or Building Officer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the Village Administrator or Building Officer shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village Administrator or Building Officer to insure the satisfactory completion of the work within the prescribed time or prevent unnecessary expense to the VILLAGE, the Village Administrator or Building Officer may put on the necessary force, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

RESPONSIBILITY FOR CONDUCT OF WORK

The CONTRACTOR shall be responsible to conduct the work in such a manner as to complete it accurately and within the time specified in the contract. The CONTRACTOR must have present, at all times, on the worksite a competent, English-speaking individual responsible for reading and understanding the contract documents. The representative shall be subject to receive instructions from the Village Administrator or Building Officer, have full authority to execute the directions of the Village Administrator or Building Officer, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Village Administrator or Building Officer, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he/she shall, upon request of the Village Administrator or Building Officer, be at once discharged and shall not be employed again on any part of the work without consent of the Village Administrator or Building Officer.

QUALITY OF THE WORK

The CONTRACTOR shall perform the work under this contract in accordance with the generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. All work must be completed to the satisfaction of the

Village Administrator or the Building Officer. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the Village Administrator or the Building Officer.

INSPECTIONS

The VILLAGE shall have the right to inspect any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the Village Administrator or Building Officer's inspection of the work. Any work or material which the Village Administrator or Building Officer may determine to be defective must be rebuilt, replaced, or repaired at the CONTRACTOR'S own expense at the direction of the Village Administrator or Building Officer.

EXTRA WORK

Any work not herein specified which may be implied as being included in this contract, of which the Village Administrator or Building Officer shall be the judge, shall be done by the CONTRACTOR without extra charge. The CONTRACTOR shall also do such work in connection with this contract as the Village Administrator or Building Officer may specifically direct and if it be of a kind for which no price is given or stated in this contract, such price shall be fixed by the Village Administrator or Building Officer and the CONTRACTOR, but no claim for extra work shall be allowed unless the same was done in pursuance of a written work order from the Village Administrator or Building Officer. It is understood that the completion of this contract under this agreement includes any and all work necessary to connect and match work with adjoining work in a reasonable manner.

EXTENSION OF TIME

The CONTRACTOR shall not be entitled to any claim for damages for any hindrance or delay from any cause whatever in the progress of the work or any part thereof. However, such hindrance may entitle the CONTRACTOR to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be determined by the Village Administrator or Building Officer, provided that the CONTRACTOR provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

LOSS OR DAMAGE

Any loss or damage arising out of the nature of the work or from any detention or from any other unforeseen obstruction or difficulty which may be encountered in the prosecution of the work or from the action of the elements shall be sustained by the CONTRACTOR who will be required, without cost to the VILLAGE, to remove and replace all portions of the work, displaced or damaged, immediately after completion of this task.

PRICES

The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

TERMINATION OF CONTRACT

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon seven (7) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract, in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Village Administrator that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

CHANGE IN STATUS

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

PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The VILLAGE's Invitation for Bids General Terms & Specifications and the CONTRACTOR'S Bid Response.

INSURANCE

(A) During the term of the contract, and for three (3) years thereafter, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - a. Insurance Services Office Commerical General Liability occurrence form CG 0001 (Ed. 11/85);
 - b. Insurance Services Office form CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract or ISO form CA 0001 (Ed. 12/90); and
 - c. Professional Liability/Malpractice Liability policy and Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

2. Minimum Limits of Insurance: The CONTRACTOR shall maintain no limits less than:
 - a. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000;
 - b. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipments engaged in operations within the scope of this contract;
 - c. Workers Compensation – covering all liability of the CONTRACTOR arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 - d. Owners and CONTRACTORS Protective Liability \$1,000,000 combined be no less than \$2,000,000.00 on a project aggregate; and
 - e. Umbrella Coverage - \$2,000,000.00.

- (B) The CONTRACTOR shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insured on all required insurance policies other than Worker's Compensation. Said Notices and Certificates of Insurance shall be provided to: Village of South Barrington, 30 South Barrington Road, South Barrington, IL 60010. The Certificate

of Insurance shall state the VILLAGE OF SOUTH BARRINGTON has been endorsed as an "additional insured" by the CONTRACTOR'S insurance carrier. Specifically, the Certificate must include the following language:

"The Village of South Barrington, its officers, agents, and employees shall be included and named as an additional insured on all lines of coverage, except Statutory Worker's Compensation coverage under the above reference policy number _____ on a primary and non contributory basis for the duration for the contract term".

- (C) The CONTRACTOR shall require subcontractors, if any, not protected under the CONTRACTOR'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONTRACTOR.
- (D) All insurance required herein of the CONTRACTOR and any subcontractors shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

INDEMNIFICATION

Except to the extent claims, losses or damages are the result of the negligent acts or omissions or willful misconduct of the VILLAGE, the CONTRACTOR shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representative and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims, fines, penalties, damages or liabilities of any character, resulting from: (a) CONTRACTOR'S failure to comply fully with any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive, including, but not limited to, those which directly or indirectly regulate or relate to the generation, receipt, handling, treatment, storage, transportation, disposal or recycling of any hazardous substance or waste; (b) bodily injury, including death at any time resulting there from, and injury to property, which are attributable to, or arise out of, any negligent act or omission or willful misconduct of CONTRACTOR, its employees, agents, officers, Village Administrator, Building Officer, and subcontractors; and (c) the failure of CONTRACTOR to comply with the terms, conditions, representations and warranties contained in this contract. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representative and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The rights and obligations set forth in this section shall survive the expiration, conclusion, or termination of this contract.

COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and VILLAGE governments, which may in any manner

affect the preparation of bids or the performance of the contract.

- a. Collusion: The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with any other BIDDER, VILLAGE employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo-contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.
- b. Sexual Harassment Policy: The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Illinois Human Rights Act (775 ILCA 5/1-105 et seq.).
- c. Tax Payments: The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- d. Payment of Prevailing Wages: The BIDDER certifies that it has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- e. Fair Employment Practices: The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required by Article II of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

ILLINOIS EQUAL OPPORTUNITY CLAUSE

In the event of the CONTRACTOR'S noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

COMPLIANCE WITH OSHA

The CONTRACTOR shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Prevention of accidents at any project is the sole responsibility of the vendor and its subcontractors, agents, and employees. The vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The vendor shall retain exclusive and direct control over the acts or omissions

of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the vendor.

PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

TAXES

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE's tax-exempt letter will be provided to the successful BIDDER when requested.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois, and the laws of the State of Illinois shall govern the cause of action.

If you need any additional information, clarification of the specifications contact the following person in writing:

Ryan Murphy
Public Works Officer
Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010
(847-381-7510)
(847-381-0024 FAX)

SPECIAL PROVISIONS
FOR
PARKWAY TREE REMOVAL

GENERAL DESCRIPTION OF WORK

The Village of South Barrington is seeking proposals to provide PARKWAY TREE REMOVAL of trees infested with the Emerald Ash Borer (EAB) and other dead trees on Public Right-of-Ways.

It is estimated that there are currently 7 ash trees and 43 other trees that are dead on public property and 6 stumps that shall be removed as work under this contract. See the attached Exhibit "A".

CLARIFICATION OF DOCUMENTS

Any BIDDER in doubt as to the true meaning of any part of the Special Provisions may contact Ryan Murphy, Public Works Officer, at (847) 381-7510 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a written addendum is issued, a copy of such addendum will be mailed or faxed to all BIDDERS known to the VILLAGE. The information shall also be placed on file and be made available to the public per the Freedom of Information Act. No addenda shall be issued later than five (5) working days prior to the proposal opening date.

CONFLICT WITH EXISTING VILLAGE CONTRACTS

This PARKWAY TREE REMOVAL contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the CONTRACTOR. Any CONTRACTOR that currently performs work for the VILLAGE under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

CONTRACT TIME

The CONTRACTOR shall begin work on or about November 18, 2024, the contract will expire on December 13, 2024. No Work shall be done prior to the issuance of the Notice to Proceed.

BID PRICE

Proposal prices shall include all applicable charges that shall be incurred during the specified period of the contract. Proposals are all inclusive and there shall be no additional charges during the term of the contract. Proposals shall be based on a per-unit basis for tree removal, disposal, stump grinding, backfilling and seeding as specified in the detailed specifications. The price per tree shall be guaranteed until December 13, 2024. The Village of South Barrington may award the work to one or more bidders.

FAILURE TO COMPLETE THE WORK ON TIME

It is the VILLAGE's intention to remove the 50 dead trees and 6 stumps outlined in Exhibit "A" in an expeditious manner.

The final completion date for the removal, stump grinding, backfilling and seeding the parkway areas for the 50 dead trees and 6 stumps is December 13, 2024. If final completion has not been attained by December 13, 2024, liquidated damages will be assessed until all trees have been removed and backfilled per specification.

Submission of a Proposal implies that the bidder is fully conversant with these requirements of Special Provisions, Standard Specifications, and site conditions. No claim for additional compensation will be considered or paid because of the CONTRACTORS negligence or failure to be so informed.

CONTRACTOR understands and agrees that time is of the essence for this Contract. CONTRACTOR recognizes the difficulties in calculating, measuring, and proving the injury or loss suffered by the VILLAGE should the Work not be completed on time and therefore agrees to the appropriateness of liquidated damages under the terms set forth herein. The VILLAGE and CONTRACTOR agree that should CONTRACTOR fail to complete the Work by the completion dates stipulated in the Contract or within such extended time as may have been allowed, CONTRACTOR shall be liable to the VILLAGE in the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day that CONTRACTOR fails to complete the Work beyond the completion dates or such extended time as may have been allowed. The VILLAGE shall be allowed to deduct any liquidated damages from amounts due, or which may become due, to the CONTRACTOR from the VILLAGE.

LIQUIDATED DAMAGES FOR NONCOMPLIANCE WITH CONTRACT

Should the CONTRACTOR fail to meet the designated starting and completion dates, a penalty of fifty dollars (\$50) per tree shall be owed and paid by CONTRACTOR for each consecutive Calendar Day beyond the Completion date applicable to each Removal List that is not removed within the time stated.

The CONTRACTOR is responsible to remove parkway trees within a reasonable time frame - approximately 30 calendar days. If the CONTRACTOR fails to make good effort to remove the ash trees within the allocated period, the VILLAGE will officially notify him of the default. If the CONTRACTOR fails to rectify the situation within three days, the VILLAGE will assess liquidated damages against the CONTRACTOR in the amount of \$50 per tree, per day until the situation is rectified.

No deduction or payment of liquidated damages will release the CONTRACTOR from further

obligations and liabilities to complete the entire Contract. Allowing the CONTRACTOR to continue and finish the Work, or any part of it, after the expiration of any stated completion date shall not constitute a waiver on the part of the VILLAGE of any liquidated damages due under the Contract.

Unless specific permission has been granted to do otherwise by the VILLAGE ADMINISTRATOR or BUILDING OFFICER, the CONTRACTOR is required to remove all debris from the work sites at the end of each day. If the CONTRACTOR fails to comply with this requirement, the VILLAGE may claim liquidated damages in the amount of \$50 per site for each night that the material remains at the site and this may be deducted from any amount due the CONTRACTOR from the VILLAGE. In addition, the CONTRACTOR is liable for any damages or liability to the VILLAGE or third parties caused by the failure to properly remove debris from a site promptly.

DAMAGE AND PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR is responsible for any damage to public or private property caused by the CONTRACTOR'S operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the CONTRACTOR is also responsible for documenting conditions of the work site, including public and private property, prior to commencing work. The CONTRACTOR shall notify the VILLAGE ADMINISTRATOR or BUILDING OFFICER of any damage that exists prior to commencing work.

The CONTRACTOR shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The CONTRACTOR'S vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The CONTRACTOR will be responsible to repair or replace any pavement or sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the CONTRACTOR shall use three-quarter inch (3/4") thick, or thicker, plywood under the tires of any equipment driven on the parkway. The VILLAGE ADMINISTRATOR or BUILDING OFFICER shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the VILLAGE has obtained signed right-of-entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The CONTRACTOR shall resolve any claims for damage with the property owner within (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the VILLAGE ADMINISTRATOR or BUILDING OFFICER, the VILLAGE reserves the rights to repair or replace that which was damaged by the CONTRACTOR and deduct this cost from any payment due the CONTRACTOR. In addition, the VILLAGE reserves the right to repair or replace any pavement or sidewalk damage caused by the CONTRACTOR and deduct those costs from any payment due the CONTRACTOR.

PROTECTION OF OVERHEAD UTILITIES

Parkway Tree Removal operations may have to be conducted in areas where overhead electric, telephone, and cable television facilities exist. The CONTRACTOR shall protect all utilities from damage and follow all safety precautions and procedures required when working near such lines. The CONTRACTOR shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the CONTRACTOR'S operation. When necessary, the CONTRACTOR shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting PARKWAY TREE REMOVAL. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility and the utility fails to respond within 2 hours, the CONTRACTOR shall immediately notify the VILLAGE of this fact.

DISCONTINUANCE OF WORK

Any hazardous work practice(s) being conducted as determined by the VILLAGE ADMINISTRATOR or BUILDING OFFICER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice(s). Also, the CONTRACTOR shall not continue any work which he considers dangerous and shall immediately notify the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

INSPECTION OF WORK

All work shall be completed to the satisfaction of the VILLAGE ADMINISTRATOR or BUILDING OFFICER including any questions as to proper procedures or quality of workmanship. Payment will not be made until work is approved by the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

NEGOTIATIONS

The VILLAGE reserves the right to waive irregularities in bids and bidding and to reject any or all bid proposals or to negotiate with any BIDDERS as to the final terms of any proposed contract. The VILLAGE has the right to award only part of this contract.

EQUIPMENT

A statement shall be provided to the VILLAGE indicating the items of equipment which the bidder proposes to use on the project, together with a statement noting which of these items of equipment the bidder owns, and separately those items which he does not own but is certain he will be able to rent or otherwise have access to use. All equipment, parts or components not specifically mentioned in these specifications which are necessary to provide a complete PARKWAY TREE REMOVAL service shall be furnished by the successful bidder. Failure to identify equipment may be grounds for disqualification.

Note: Parking for CONTRACTOR'S equipment may be available in the far west parking lot at the Village Hall, provided the CONTRACTOR agrees to and executes a Hold Harmless agreement with the VILLAGE before work commences.

EXCEPTIONS

If the bid proposal does not meet the entire VILLAGE specifications but does substantially meet the requirements, the bidder should indicate, in writing on the bid form, all deviations from the specifications. These specifications are to be considered as minimum.

EMERGENCY CONTACT

Prior to starting work, the CONTRACTOR will provide the VILLAGE ADMINISTRATOR and BUILDING OFFICER with a person who can be reached in event of an emergency. If that person does not respond within 30-minutes of receiving notification of the emergency, the VILLAGE ADMINISTRATOR or BUILDING OFFICER will remedy the emergency and deduct costs incurred from the payments under the contract. A minimum deduction of \$50 will be made each time the VILLAGE has to provide an emergency service.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the performance of the Work. CONTRACTOR shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the CONTRACTOR and shall be subject to approval by the VILLAGE. CONTRACTOR shall not employ any subcontractor, either initially or as a substitute, against whom the VILLAGE has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the CONTRACTOR and CONTRACTOR shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the CONTRACTOR.

CONTRACTOR shall be fully responsible to the VILLAGE for any and all acts and omissions of the CONTRACTOR'S suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the CONTRACTOR.

SPECIFICATIONS
FOR
PARKWAY TREE REMOVAL

The following Specifications and other provisions together with the Special Provisions shall govern the performance of the Parkway Tree Removal contract and will be made a part of the agreement.

DETAILED REQUIREMENTS

This contract for PARKWAY TREE REMOVAL shall be based on a single unit price per tree removed and should include costs for the following four (4) categories of work:

1. Removal of parkway trees.
2. Stump grinding.
3. Disposal of woodchips and other wood material generated from the removal of trees.
4. Backfilling, Seeding and Cleanup of work sites.

EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPARTMENT OF AGRICULTURE)

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

The CONTRACTOR shall furnish a signed copy of the IDA EAB Compliance Agreement to the VILLAGE, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The CONTRACTOR shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the VILLAGE and shall become the CONTRACTOR'S responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly.

SUPERVISION

CONTRACTOR shall provide the VILLAGE ADMINISTRATOR and BUILDING OFFICER with the name and phone number of the supervisor for this contract. The CONTRACTOR'S supervisor shall be a person in the employ of CONTRACTOR, and be a part of the daily crew who is familiar with, and regularly updated on, all the activities pertaining to work performed under this contract.

ESTIMATED QUANTITIES

The 50 dead trees and 6 stumps identified in Exhibit "A" in this proposal represent the number of trees in the field to serve as an estimate for the purpose of obtaining unit prices unless otherwise stated. Accordingly, the VILLAGE does not guarantee that, nor does CONTRACTOR have a right to demand that, the Work under this Contract will in fact include the estimates provided herein.

The 50 dead trees and 6 stumps identified in Exhibit "A" will be removed in a sequence indicated by the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

REMOVAL LISTS

The VILLAGE will not compensate the CONTRACTOR for any work incorrectly performed on trees not included on the list. The CONTRACTOR shall not be compensated for work not completed to the satisfaction of the VILLAGE and in accordance with these specifications and accepted arboricultural practices.

Invoicing Process

The CONTRACTOR shall submit an invoice for each Parkway Tree Removal List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The CONTRACTOR shall not submit invoices prior to completion of work, and the VILLAGE will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include all charges for work orders depicted on each list. The VILLAGE shall retain ten (10) percent of the total contract amount until restoration is completed and a satisfactory growth of grass is produced at the tree removal sites.

In the event that the CONTRACTOR is required to respond to an emergency/disaster situation, hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) shall not be considered billable. Payment for EMERGENCY/DISASTER SERVICES will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work related during the emergency/disaster is required by the VILLAGE ADMINISTRATOR or BUILDING OFFICER and is essential for the authorization of payment.

Invoices shall be mailed to the following address:

Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010
ATTN: Public Works Officer

The VILLAGE shall approve payment of, and pay to the CONTRACTOR, any and all fees, charges and amounts due to the CONTRACTOR for services performed in accordance with the

requirements of the Local Governmental Prompt Payment Act (50 ILCS 505/4 *et seq.*).

POSTING OF NO PARKING SIGNS

CONTRACTOR shall examine the area surrounding the trees to be removed and determine, in sufficient time prior to initiating the Work on each Removal List, whether “No Parking” signs are necessary to allow access to trees. The CONTRACTOR shall provide the appropriate signage and shall post the signs as necessary. “No Parking” signs must be displayed for 48 hours prior to enforcement. CONTRACTOR shall remove all signs upon completion of work in that area.

WORK REPORTS

CONTRACTOR shall submit a written or verbal report on each day that work is performed to the VILLAGE ADMINISTRATOR or BUILDING OFFICER listing completion dates, locations and numbers of parkway trees removed. In order to satisfy this requirement, the CONTRACTOR may submit the daily report to the VILLAGE ADMINISTRATOR or BUILDING OFFICER via electronic mail, facsimile or by telephone.

WORK CREW SUPERVISION

The CONTRACTOR shall provide a qualified supervisor for each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the VILLAGE ADMINISTRATOR OR BUILDING OFFICER. The CONTRACTOR shall notify the VILLAGE ADMINISTRATOR OR BUILDING OFFICER prior to beginning work each day on this contract. Individuals found not to be following the intent of these specifications shall be removed from the work site at the request of the VILLAGE ADMINISTRATOR or BUILDING OFFICER. Such individuals shall not be allowed to return to complete work on this contract.

SITE CLEAN-UP

The CONTRACTOR shall clean up each site where a parkway tree has been removed. This shall include removal and disposal from the site of all debris at the end of each day’s operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY MORE THAN 24 HOURS OR OVER THE WEEKEND WITHOUT THE PRIOR CONSENT FROM THE VILLAGE ADMINISTRATOR OR BUILDING OFFICER. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. The site shall be returned to the same state it existed in prior to commencement of any work. The CONTRACTOR will be responsible for any costs associated with repairs that may be needed after completion of contractual parkway tree removal. In the event of snowfall, debris must be immediately cleaned up so it does not interfere with VILLAGE snow plowing operations.

WOOD AND DEBRIS DISPOSAL

The CONTRACTOR is responsible for the disposal of all debris from a site and returning the site to its original state after removing a tree.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line, obstructions to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the VILLAGE ADMINISTRATOR or BUILDING OFFICER has granted specific permission. Violation of this will result in the VILLAGE assessing liquidated damages as specified within the contract.

SAFETY STANDARDS

In addition to those provisions set forth in the General Provisions, CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

- a. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard (ANSI) Z-133.1-2006, and ANSI A300 or as amended.
- b. Proper flag people, warning signs, barricades, and/or other protective devices must be provided by the CONTRACTOR. Traffic control shall be in compliance with the Manual of

Uniform Traffic Control Devices and IDOT Standard Specifications. Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

- c. During parkway ash tree removal operations, the CONTRACTOR shall have the responsibility to block the street at each intersection using proper signage and barricades to prevent any motorized vehicle from entering. The CONTRACTOR shall have the responsibility of notifying the VILLAGE ADMINISTRATOR or BUILDING OFFICER (847-381-7510) or VILLAGE POLICE DEPARTMENT (847-381-7511) prior to the closure of any VILLAGE street.

DEAD TREE IDENTIFICATION

Trees designated for removal shall be marked by the VILLAGE with a fluorescent orange O mark on the trunk of the tree at each location. Before removal, CONTRACTOR must verify that the tree is both marked and the number corresponds accordingly to the Removal List issued by the VILLAGE attached as Exhibit "A".

TREE REMOVAL

The CONTRACTOR shall remove all parkway trees designated for removal by the VILLAGE ADMINISTRATOR or BUILDING OFFICER. Removal shall consist of cutting down each tree in a safe manner to a point no greater than four inches above the adjacent ground level. The CONTRACTOR will comply with all applicable OSHA and other applicable federal and state regulations when

removing trees. The CONTRACTOR will comply with rules and regulations, OSHA 29 CFR Part 1926.

The CONTRACTOR shall not use the practice of "flopping" trees. All trees shall be "limbed out" prior to the final cutting of the trunk. Sidewalks, curbs, streets and manhole structures shall always be protected from the impact of falling wood by use of tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site.

TREE STUMP REMOVAL

The CONTRACTOR shall remove the stumps of all tree removals unless otherwise specified by the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

The CONTRACTOR must notify all utility companies that are a part of the Joint Utility Locating Information for Excavators – JULIE Inc., of the responsibility of each utility company to locate its utilities. The VILLAGE will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay or need for additional equipment on the job site or are damaged by the CONTRACTOR.

All stumps and buttress roots shall be ground to a depth at least twelve inches (12") below a line between the back of curb or edge of pavement and the top of the sidewalk or an existing grade as determined by the VILLAGE ADMINISTRATOR or BUILDING OFFICER and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree. Buttress roots shall consist of all roots, having a minimum diameter of 2 inches, extending up to the ground surface or above located within a 5' foot radius from the center of removed tree. All stumps shall be removed within five (5) business days after the designated tree is removed.

BACKFILLING WITH SOIL AND SEEDING

Within forty-eight (48) hours after grinding (removal) the stump and buttress roots, the CONTRACTOR shall remove all stump grindings and associated debris from the site, and complete the backfilling operation. Backfilling shall coincide with the removal of the grinding debris. Disposal of grinding debris generated by work described in this contract shall be the responsibility of the CONTRACTOR. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk and private property to eliminate hazards to the motoring public and pedestrians.

The CONTRACTOR shall backfill each parkway tree removal site unless otherwise specified by the VILLAGE ADMINISTRATOR or BUILDING OFFICER. Areas where stumps have been removed, and areas disturbed by the removal operation, shall be back-filled with pulverized black soil (topsoil), free of debris, clods and stones, and excavated to the level of the existing grade as determined by the VILLAGE ADMINISTRATOR or BUILDING OFFICER. The level of grade shall be recognized as a line between the back of curb or edge of pavement and the top of the sidewalk or the existing grade and generally will be considered to be the grade that is consistent with the plane of the

parkway outside any mounds or depressions. The CONTRACTOR shall supply his own topsoil which has received the prior approval of the VILLAGE ADMINISTRATOR or BUILDING OFFICER. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the back-fill material. If settlement occurs, the CONTRACTOR shall supply additional topsoil and re-compact the areas disturbed from the tree removal operation.

The CONTRACTOR shall place seed on the topsoil. The parkway seeding work shall be performed in accordance with the Illinois Department of Transportation (IDOT) Standard Specifications Section 250 with a Class 1 Seeding Mixture as outlined in Section 250.07 and hereto attached as Exhibit "C". The CONTRACTOR shall provide subsequent reseeding until a satisfactory growth of grass is produced. In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety and the VILLAGE ADMINISTRATOR or BUILDING OFFICER shall be notified. Grindings (woodchips) and debris shall not be used as backfill material. At the discretion of the VILLAGE ADMINISTRATOR or BUILDING OFFICER, the CONTRACTOR may be required to leave the excavated area open, after grinding, for the purpose of inspection by the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

WORKING HOURS

Normal working hours will be between 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the VILLAGE ADMINISTRATOR or BUILDING OFFICER (at least 48 hours prior to commencing work), removal operations may also occur on Saturdays between the hours of 9:00 a.m. and 5:00 p.m. No work is to be performed on Sunday or the holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, or Christmas Day. Except in an emergency, work at all other times is not permitted unless authorized by the VILLAGE ADMINISTRATOR or BUILDING OFFICER.

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

RESIDENTIAL PRICING REQUEST

The VILLAGE is seeking quotations to assist our residents remove trees from private property as an extension of this proposal. Please provide pricing in a four class structure DBH (on the attached form) for removal using a standard 52' High Ranger bucket truck and a price for removal DBH without a bucket truck when the tree is not accessible. These prices will be provided to our residents to assist them with removal of trees from private property. Any removals from private property will be solely at the expense of the resident and should be accomplished under a signed agreement between the property owner and the contractor. The

VILLAGE is neither liable nor responsible for any agreement reached between property owner and contractor. Additionally, the price provided for private property removals will not reflect nor invalidate a bid. This is strictly a service that we are seeking to secure for our resident's.

Pricing provided shall be honored until December 13 ,20 24 or as agreed to by the CONTRACTOR or resident.

ADDITIONAL INFORMATION

It is recommended that BIDDERS visit the VILLAGE and become familiar with the surroundings and circumstances before submitting a bid. In submitting a proposal, it is presumed that the BIDDER is familiar with the surroundings and has knowledge of any condition which would be readily apparent during said visit.

To arrange to visit the site or request additional information or clarification of the specifications, contact the following person(s) during the normal working hours of 8:00 a.m. to 4:00 p.m.:

Ryan Murphy, Public Works Officer
Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010
Tel: 847-381-7510

INSTRUCTIONS TO BIDDERS ON FILLING OUT FORMS

TO SUBMIT A PROPOSAL

THESE THREE FORMS MUST BE FILLED OUT AND SUBMITTED

1. The Bid Proposal must be signed by an authorized agent. The corporate seal, if applicable, must be affixed. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. The Bidder's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Performance Reference Form must also be properly filled out.

EACH OF THESE THREE FORMS MUST BE FILLED OUT. SUBMIT FOUR COPIES. FORMS THAT ARE NOT PROPERLY FILLED OUT AND SUBMITTED, MAY CAUSE THE PROPOSAL TO BE REJECTED.

REMAINING FORMS

The successful BIDDER will be required to agree to and sign the CONTRACTOR'S Drug Free Workplace Certification, Performance Bond, National Security/USA Patriot Act, and the VILLAGE Contract and CONTRACTOR'S Certification Form (sexual harassment policy and tax payment) as provided in Exhibit "B". These documents need not be completed at the time the bid is submitted. They are provided at this time for the BIDDER'S information.

VILLAGE OF SOUTH BARRINGTON
BID PROPOSAL

I/We hereby agree to furnish to the Village of South Barrington all necessary materials, equipment, labor, etc. to complete PARKWAY TREE REMOVAL in accordance with provisions, instructions, and specifications of the Village of South Barrington for the prices as follows:

1. INVITATION TO BID - CONTRACTOR INFORMATION

Company Name: _____

Address: _____

City, State, Zip Code: _____

BID PROPOSAL

Parkway Tree Removal, Stump Grinding, Restoration, Backfilling and Seeding:

PRICE PER TREE* \$ _____

ESTIMATED NUMBER OF TREES 50

PRICE PER STUMP* \$ _____

ESTIMATED NUMBER OF STUMPS 6

TOTAL BID PROPOSAL (PRICE PER TREE TIMES 50 PLUS PRICE PER STUMP TIMES 6) \$ _____

* - The Price Per Tree/Stump shall be guaranteed until December 13, 2024.

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.

NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED ENVELOPE ONLY. Fax and e-mail bids are not acceptable and will not be considered.

2. Equipment: Attach a list of equipment which the bidder proposes to use on this contract. Indicate if the bidder owns the equipment or plans to rent or otherwise has access to use.

3. IDA EAB Compliance Agreement attached? _____ YES _____ NO

VILLAGE OF SOUTH BARRINGTON
 BID PROPOSAL

I/We hereby agree to furnish to the Village of South Barrington all necessary materials, equipment, labor, etc. to complete PRIVATE RESIDENTIAL TREE REMOVAL/STUMP GRINDING in accordance with provisions, instructions, and specifications of the Village of South Barrington for the prices as follows:

1. INVITATION TO BID - CONTRACTOR INFORMATION

Company Name: _____

Address: _____

City, State, Zip Code: _____

2. Residential Tree Removal/Stump Grinding Bid Price Table per Specification

BID PROPOSAL

Type	Tree Diameter (DBH) Classes	Price DBH w/High Ranger	Price DBH without High Ranger
Tree Removal	1- 9"	\$	\$
	10-17"	\$	\$
	18-27"	\$	\$
	28"+	\$	\$
Stump Grinding	1- 9"	\$	\$
	10-17"	\$	\$
	18-27"	\$	\$
	28"+	\$	\$

VILLAGE OF SOUTH BARRINGTON

BID PROPOSAL (CONTINUED)

Signed on this ____ day of _____, 2024

If an individual or partnership, all individual names of each partner shall be signed:

By.....: _____

Print Name: _____

Position/Title.....: _____

By.....: _____

Print Name: _____

Position/Title.....: _____

Company Name.....: _____

Address line 1.....: _____

Address line 2.....: _____

Telephone: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: _____

Print Name: _____

Position/Title.....: _____

Company Name.....: _____

Address line 1.....: _____

Telephone: _____

BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)

_____ (Name of Bidder), having submitted a bid on a contract for PARKWAY TREE REMOVAL to the Village of South Barrington, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: _____
Authorized Agent of BIDDER

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

The Village of South Barrington reserves the right to reject any or all proposals, and to waive technicalities in the bidding process.

PERFORMANCE REFERENCE FORM

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons representing municipalities to contact as performance references.

Company Name.....: _____

Address: _____

City & State: _____

Telephone Number: _____

Person To Contact.....: _____

Title/Position.....: _____

Company Name.....: _____

Address: _____

City & State: _____

Telephone Number: _____

Person To Contact.....: _____

Title/Position.....: _____

Company Name.....: _____

Address: _____

City & State: _____

Telephone Number: _____

Person To Contact.....: _____

Title/Position.....: _____

APPENDIX ONE
VILLAGE OF SOUTH BARRINGTON
(Sample Form of Contract)

CONTRACT DOCUMENT

This agreement is made this _____ day of _____, 2024, between and shall be binding upon the Village of South Barrington, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and

_____, Hereinafter referred to as the "CONTRACTOR" and its successors. Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the CONTRACTOR agrees to perform the services, and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

The proposed work is officially known as "Parkway Tree Removal" and all as further described in the contract documents.

This contract shall embrace and include the entire applicable contract documents as shown in the RFP document for Parkway Tree Removal.

1. The VILLAGE agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums as delineated in accordance with the General Provisions.
2. The VILLAGE agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums as delineated in accordance with the General Provisions.
3. The CONTRACTOR shall commence work under this Contract upon written Notice to Proceed from the VILLAGE.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the VILLAGE demands that the CONTRACTOR furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the VILLAGE nor shall any retained percentage become due until releases and waivers of lien have been supplied as the VILLAGE designates.
5. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of South Barrington, Illinois by Paula McCombie, Village President, and the CONTRACTOR have hereunto set their hands this ____ day of _____
_ 2024.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ____ day of _____, 2024

Individual or Partnership ____ Corporation ____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF SOUTH BARRINGTON, ILLINOIS

Accepted this ____ day of _____, 2024

Paula McCombie, Village President

Attest: Daniel Zierk, Village Clerk

PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

A _____ hereinafter called
Principal and (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2024, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the VILLAGE, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the VILLAGE from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the VILLAGE all outlay and expense which the VILLAGE may incur in

making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the VILLAGE and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original and this the _____ day of _____ 2024.

ATTEST:

(SEAL)

By: _____

ATTEST:

(SEAL)

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

EXHIBIT "A"

VILLAGE OF SOUTH BARRINGTON

DEAD PARKWAY TREE REMOVAL LIST

2024 Dead Tree Removal

Subdivision	Street	Address	Tree Species	Quantity	Work Requested	Comments/Notes
Bridlewood	12	Bridlewood Trail	Poplar	1	Dead - Removal	
Cotswold Manor Coves	10	Chipping Campton Drive	-	1	Dead - Removal	2023 Planting Red Oak/West Tree/Warranty
	1	East Cove	-	1	Dead - Removal	
Eastings Mere	2	Eastings Way	Linden	1	Dead - Removal	John Williams
Falcon Lakes	6	Falcon Lakes Drive	Ash	1	Dead - Removal	John Williams
Falcon Lakes	8	Falcon Lakes Drive	Ash	1	Dead - Removal	John Williams
Forest Knoll	25	Forest Lane	-	1	Dead - Removal	John Williams
Greensward	6	Heath Way	Norway Maple	1	Dead - Removal	John Williams
Greensward	7	Loch Lane	Ash	1	Dead - Removal	John Williams
Greensward	3	Heath Way	-	2	Dead - Removal	John Williams
Meadows	1	North Meadow Court	Corkscrew Willow	1	Dead - Removal	John Williams
South Barrington Lakes	15	South Liberty Drive	-	2	Dead - Removal	
South Barrington Lakes	21	Liberty Drive	-	1	Dead - Removal	
South Barrington Lakes	12	Revere Drive	-	1	Dead - Removal	2023 Planting/Warranty
South Barrington Lakes	21	Champlain	Ash	2	Dead - Removal	John Williams - On South Liberty
South Barrington Lakes	35	North Liberty Drive	Ash	1	Dead - Removal	John Williams - No.109
South Barrington Lakes	19	Brandywine	Clump Ash	1	Dead - Removal	John Williams - No.63 / Half Dead
South Barrington Lakes	50	Revere Drive	Norway Maple	1	Dead - Removal	John Williams
South Barrington Lakes	8	Revere Drive	-	1	Dead - Removal	
South Barrington Lakes	2	Concord Court	Siberian Elm	1	Dead - Removal	John Williams - Half Split
South Barrington Lakes	15	Revere Drive	Crabtree	1	Dead - Removal	John Williams - Split / Half Dead
South Cutters Run	36	Cutters Run	Ash	1	Dead - Removal	John Williams - Half Dead? Near new tree by driveway N. Side
Springcreek	2	Quincy Circle	-	1	Dead - Removal	John Williams
Springcreek	3	Quincy Circle	-	1	Dead - Removal	John Williams
Springcreek	4	Quincy Circle	-	1	Dead - Removal	John Williams
Springcreek	6	Spring Creek Drive	-	1	Dead - Removal	John Williams - on Quincy Circle Side
Stoneridge	19	Stoneridge Drive	-	1	Dead - Removal	
Sunset Ridge Farms	25	Witt Road	-	4	Dead - Removal	
Terra Vita	8	Terra Vita Drive	Red Maple	1	Dead - Removal	John Williams
The Woods	8	Wood Oaks Drive	-	1	Dead - Removal	2023 Planting Black Oak/ Warranty
Willow Bay	11	Willow Bay Drive	-	1	Dead - Removal	2023 Planting/ Warranty
Willow Bay	3	Bay Reef Drive	-	1	Dead - Removal	
Willow Bay	9	Willow Bay Drive	Honey Locust	1	Dead - Removal	John Williams - Half Dead? - On Bay Reef Drive
Willow Bay	32	Willow Bay Drive	Poplar	1	Dead - Removal	John Williams - Across Street near Pond
Willowmere	13	Pembury Way	Ash	1	Dead - Removal	John Williams - No.316/Split Tree
Willowmere	14	Pembury Way	-	1	Dead - Removal	
Willowmere	22	Pembury Way	Norway Maple	1	Dead - Removal	John Williams - Across 22 Pembury Way
Willowmere	8	Willowmere Drive	Norway Maple	1	Dead - Removal	John Williams
Windmere	-	Windmere	River Willow	1	Dead - Removal	John Williams - By the Bridge
South Barrington Estates	2	Windsor Court	Ash / Norway Maple	2	Dead - Removal	John Williams said trees are on homeowner to cut down
Woodhaven	2	Berkshire Court	-	1	Dead - Removal	
Woodhaven	3	Berkshire Court	-	1	Dead - Removal	
Woodhaven	1	Berkshire Court	Norway Maple	1	Dead - Removal	John Williams

2024 Stump Removal

Subdivision	Street	Address	Tree Species	Quantity	Work Requested	Comments/Notes
Hunters Ridge	Polo Dr.	6		1	Remove/Grind Stump	
Cutters Run North	Morgan Ln.	11		1	Remove/Grind Stump	
Greensward	Loch Ln.	7		1	Remove/Grind Stump	
Willow Bay	Willow Bay Dr.	32		1	Remove/Grind Stump	Across 32 Willow Bay Dr.
Bridlewood	Bridlewood & Squire Ct. Corner			1	Remove/Grind Stump	Bridlewood & Squire Ct. Corner
The Woods	Olympic Dr.	9		1	Remove/Grind Stump	

EXHIBIT "B"

VILLAGE OF SOUTH BARRINGTON

CONTRACTOR CERTIFICATION FORM

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of South Barrington in entering into the contract with the Contractor. The Village of South Barrington may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the President of _____,
(Name of President) (Name of Contractor)
(the "Contractor") and as such, hereby represent and warrant to the Village of South Barrington, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of South Barrington, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a Proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village

officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

- (H) no officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 1-8-6 of Chapter 8 of the South Barrington Village Code; and
- (I) the Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 1-8-6 of Chapter 8 of the South Barrington Village Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes, the Contractor shall notify the Village of South Barrington in writing within seven (7) days.

Dated: _____, 2024

Contractor: _____
(Name of Contractor)

By: _____, President
(Name of President)

EXHIBIT "C"

VILLAGE OF SOUTH BARRINGTON

ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)

SEEDING SPECIFICATION

disposed of according to Article 250.05. Damage to the right-of-way and turf, such as ruts or wheel tracks more than 2 in. (50 mm) in depth, shall be repaired to the satisfaction of the Engineer prior to the time of interseeding.

All seeding classes shall be interseeded using a rangeland type grass drill with an interseeding attachment, except the following.

- (1) When specified in the plans or directed by the Engineer, a slit seeder shall be used to interseed Class 1 or Class 2 seed.
- (2) Broadcasting or hydraulic seeding will be allowed as approved by the Engineer on steep slopes (1:3 (V:H) or steeper) or in inaccessible areas where use of the equipment specified is physically impossible. Sufficient water shall be applied to these areas to wash the seed down to the soil.

When broadcast seeders are used for Seeding Class 3 or 4, the individual seeds comprising the seeding mixture shall be sown separately.

➔ **250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. All seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 7/	Ky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	Creeping Red Fescue	40 (50)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	20 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	20 (20)
	Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)
1B Low Maintenance Lawn Mixture 7/	Fine Leaf Turf-Type Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	Creeping Red Fescue	20 (20)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
	Perennial Ryegrass	50 (55)
	Creeping Red Fescue	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
	Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)
3 Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye)	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 2/	5 (5)
	Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/	2 (2)
	Andropogon Scoparius (Little Bluestem) 5/	12 (12)
	Bouteloua Curtipendula (Side-Oats Grama)	10 (10)
	Fults Salt Grass 1/ or Salty Alkaligrass	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/ Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	15 (15) 5 (5)
3A Southern Illinois Slope Mixture 7/	Perennial Ryegrass	20 (20)
	Elymus Canadensis (Canada Wild Rye) 5/	20 (20)
	Panicum Virgatum (Switchgrass) 5/	10 (10)
	Andropogon Scoparius (Little Blue Stem) 5/	12 (12)
	Bouteloua Curtipendula (Side-Oats Grama) 5/	10 (10)
	Petalostemum Candidum (White Prairie Clover) 5/	5 (5)
	Rudbeckia Hirta (Black-Eyed Susan) 5/	5 (5)
	Oats, Spring	50 (55)