RESOLUTION 2018-097          PASSED: JULY 23, 2018

AUTHORIZING A ONE-YEAR EXTENSION OF A SERVICE AGREEMENT WITH D. RYAN TREE AND LANDSCAPE, LLC FOR TREE REMOVAL, TRIMMING, AND EMERGENCY STORM CLEANUP FOR THE PERIOD OF JULY 1, 2018, THROUGH JUNE 30, 2019, IN AN AMOUNT NOT TO EXCEED $30,000.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to enter into a one-year extension of a service agreement with D. Ryan Tree and Landscape, LLC, in a form acceptable to him with the recommendation of the City Manager, not to exceed $30,000 per year for tree removal, trimming, and emergency storm cleanup services for the period of July 1, 2018, through June 30, 2019.

Section 2. That the Deputy City Clerk of the City of DeKalb be authorized and directed to attest to the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23rd day of July, 2018, and approved by me as Mayor on the same day. Passed on an 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Fagan.

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor

STATE OF ILLINOIS
Date: June 28, 2018

To: D. Ryan Tree and Landscape LLC
17271 Rt. 23
DeKalb, IL 60115

From: City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

Subject: One-Year Tree Removal, Trimming and Emergency Storm Cleanup Services for the Period of July 1, 2018 to June 30, 2019.

The City of DeKalb and D. Ryan have mutually agreed to extend the current tree removal, trimming and emergency storm cleanup contract for the period of July 1, 2018 to June 30, 2019 at the same price and terms as agreed upon in the original contract and fully executed on June 22, 2015. The original agreement is attached and listed as Exhibit A. By signing below, both parties acknowledge receipt of Exhibit A and agree to abide by all the same terms and conditions of the original agreement for the period of July 1, 2018 to June 30, 2019.

City of DeKalb

[Signature]
JERRY SMITH, MA
RUTH SCOTT, Deputy City Clerk

D. Ryan Tree and Landscape, LLC

[Signature]
Signature of Representative

[Print Name and Title]
RESOLUTION 2015-047  PASSED: JUNE 22, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT WITH D. RYAN TREE AND LANDSCAPE LLC IN AN AMOUNT NOT TO EXCEED $30,000 PER YEAR FOR A THREE-YEAR PERIOD FOR TREE REMOVAL, TREE TRIMMING, AND EMERGENCY STORM CLEANUP SERVICES.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into an agreement with D. Ryan Tree and Landscape LLC in an amount not to exceed $30,000 per year for a three-year period for tree removal, tree trimming, and emergency storm cleanup services.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 22nd day of June, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Norciko, Baker, O’Leary, Rey. Nay: None. Absent: None

ATTEST:

[Signature]
JULIE ABRAHAM, Deputy City Clerk

[Signature]
JOHN A. REY, Mayor
Bid/Proposal Cover Sheet

Name of Project: Tree Trimming and Removal

General Description of Project: Tree Trimming and Removal at Various Locations throughout the City of DeKalb and Emergency Trimming and Storm Cleanup.

Website Link: http://www.cityofdekalb.com/bids

Type of Bid:

☐ Bid for Goods
☒ Bid for Services
☐ Request for Qualifications
☐ Request for Proposals
☐

City Representative:

Name: Mark Espy, Assistant Director of Public Works - Streets
E-Mail: Mark.Espy@cityofdekalb.com
Phone: 815-748-2040

Bid Release Date: May 9th, 2015
Last Day for Questions: May 13th, 2015
Question Response Date: May 15th, 2015
Bid Due Date: June 2nd, 2015 Deadline: 3:00 P.M.

All Bids must be received at the City Manager’s Office, Room 219, City of DeKalb Municipal Hall, 200 S. Fourth Street, DeKalb, IL 60115 at not later than 3:00 p.m. on the Bid Due Date outlined above.

Required Security: See Section 2.13 of the Proposal.

Required Insurance: See applicable terms of Exhibit E, Independent Contractor Agreement, and Section 2.09 of the Contract Documents (and subsections).

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.
**TREE TRIMMING AND REMOVAL**  
**FY16 – TREES**

**BID OPENING – June 2nd, 2015 3:00 p.m.**

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>TREES R US, INC.</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Tree Trimming</td>
<td>$ 285.00 per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price per inch at DBH for Tree Removal</td>
<td>$ 25.00 per inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate for Storm Cleanup</td>
<td>$ 100.00 per man hour for a total of $ 300.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate for Emergency Services</td>
<td>$ 165.00 per hour for a total of $ 495.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bid is for a three year period**

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>D. RYAN TREE &amp; LANDSCAPING LLC</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Tree Trimming</td>
<td>$ 150.00 per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price per inch at DBH for Tree Removal</td>
<td>$ 17.00 per inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate for Storm Cleanup</td>
<td>$ 350.00 per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate for Emergency Services</td>
<td>$ 350 - $ 500 per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bid is for a three year period**

| Name of Company | | | | |
|-----------------|| | | |
| Hourly Rate for Tree Trimming | | | | |
| Price per inch at DBH for Tree Removal | | | | |
| Hourly Rate for Storm Cleanup | | | | |
| Hourly Rate for Emergency Services | | | | |
City of DeKalb

Legal Notice

Invitation for Bid

The City of DeKalb, IL will accept sealed bids for Tree removal/trimming in the not to exceed amount of Thirty Thousand Dollars ($30,000).

Specifications and all Contract Documents are available on-line on the City of DeKalb's web page at www.cityofdekalb.com. They may also be obtained from the City of DeKalb City Manager's Office, Room 219, 200 S. Fourth Street, DeKalb, IL 60115. Bids will be received in the City Manager’s Office, Room 219 at the above address until June 2nd, 2015 at 3:00 p.m. All bids will be publicly opened immediately thereafter in the City Council Chambers at 200 So. Fourth St.
FOUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 1: STANDARD CONDITIONS

1.00 General Bid Notes
1.01 Contract Documents
1.02 Interpretation of Contract Documents
1.03 Electronic Bid Documents
1.04 Submittal of Bid
1.04.01 Pre-bid Meeting
1.05 Withdrawal of Bid
1.06 Bidder’s Qualifications
1.07 Preparation of Bid
1.08 Compliance with Laws
1.09 Alternate to Bids
1.10 Form of Contract
1.11 Freedom of Information Act (FOIA)
1.12 Bid Review
1.13 Bid Results
1.13.01 Bid Protest
1.14 Delivery
1.15 Inspections
1.16 Pricing

Section 2: GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

2.01 Scope of Work
2.02 Licensing and Permits
2.03 Period of Unemployment
2.04 Prevailing Wage
2.04.01 Certified Payroll Records
2.05 Toxic Substance
2.06 Guarantees, Warranties, Manuals
2.07 Termination of Contract
2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability)
2.09 Insurance
2.09.01 Insurance Rating
2.09.02 Special Requirement
2.09.03 Provision of Insurance
2.10 Subcontractors
2.11 Change Orders
2.11.01 Legal Authority to Bind
2.12 Failure to Execute
2.13 Bid Security
2.14 Performance Security
2.14.01 Letter of Credit – required content
2.15 Waiver of Lien

CITY OF DEKALB

INVITATION FOR BID

3.01 Intent
3.02 Scope
3.03 Qualifications
3.03.01 Professional Services Selection Act
3.04 Contract Management
3.05 Protection of Public and Private Property
3.06 Concurrent Operations
3.07 Licenses and Permits
3.08 Severability
3.09 Accidents
3.10 Sexual Harassment
3.11 Blood borne Pathogens Exposure Control Plan
3.12 Term of Contract
3.13 References
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.14</td>
<td>Special and Unforeseen Work:</td>
<td>19</td>
</tr>
<tr>
<td>3.15</td>
<td>Exceptions:</td>
<td>20</td>
</tr>
<tr>
<td>3.16</td>
<td>Communications:</td>
<td>20</td>
</tr>
<tr>
<td>3.17</td>
<td>Hours of Work:</td>
<td>20</td>
</tr>
<tr>
<td>3.19</td>
<td>Handling of Waste:</td>
<td>20</td>
</tr>
<tr>
<td>3.20</td>
<td>Work Crew Supervision:</td>
<td>20</td>
</tr>
<tr>
<td>3.21</td>
<td>Contractor's Personnel:</td>
<td>20</td>
</tr>
<tr>
<td>3.21.01</td>
<td>Background Investigation:</td>
<td>20</td>
</tr>
<tr>
<td>4.01</td>
<td>City to Furnish:</td>
<td>21</td>
</tr>
<tr>
<td>4.02</td>
<td>Contractor to Furnish:</td>
<td>21</td>
</tr>
<tr>
<td>4.03</td>
<td>Standards and Workmanship:</td>
<td>21</td>
</tr>
<tr>
<td>4.03.01</td>
<td>Restrictive or Ambiguous Specifications:</td>
<td>21</td>
</tr>
<tr>
<td>5.01</td>
<td>Disputes:</td>
<td>22</td>
</tr>
<tr>
<td>5.02</td>
<td>Payment:</td>
<td>22</td>
</tr>
<tr>
<td>5.02.01</td>
<td>Taxes:</td>
<td>22</td>
</tr>
<tr>
<td>5.28</td>
<td>Penalties:</td>
<td>22</td>
</tr>
<tr>
<td>Exhibit A:</td>
<td>Detailed Cost Sheet</td>
<td>23</td>
</tr>
<tr>
<td>Exhibit B:</td>
<td>Bid Sheet</td>
<td>24</td>
</tr>
<tr>
<td>Exhibit C:</td>
<td>Detailed Exceptions Sheet</td>
<td>26</td>
</tr>
<tr>
<td>Exhibit D:</td>
<td>Form of Agreement</td>
<td>27</td>
</tr>
<tr>
<td>Exhibit E:</td>
<td>Insurance Requirements</td>
<td>35</td>
</tr>
<tr>
<td>Exhibit F:</td>
<td>Description of &quot;the Work&quot;</td>
<td>37</td>
</tr>
<tr>
<td>Exhibit G:</td>
<td>Project Checklist</td>
<td>38</td>
</tr>
<tr>
<td>Exhibit H:</td>
<td>Subcontractor Listing</td>
<td>39</td>
</tr>
<tr>
<td>Exhibit I:</td>
<td>City Punchlist and Acceptance Notice</td>
<td>40</td>
</tr>
<tr>
<td>Exhibit J:</td>
<td>Form of Bid Addendum</td>
<td>41</td>
</tr>
</tbody>
</table>
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations the Contractor will promptly notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
The City of DeKalb does not discriminate on the basis of handicapped status in admission, access, treatment or employment in its programs and activities.

Section 1: STANDARD CONDITIONS

1.00 General Bid Notes:
The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more Contractors. The City also reserves the right to divide the Contract into multiple agreements and to have multiple parties complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City’s Representative at the contact information provided on the Bid Cover Sheet. All detailed questions concerning the actual bid specification are to be forwarded in writing.

Following bid opening, review, and the City’s receipt of an award recommendation, pending Contract awards will be posted on the City of DeKalb’s web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager’s Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.

All costs incurred in the preparation, submission and/or presentation of any proposal including any Bidder’s travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID BID.

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address to which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.

1.01 Contract Documents:
Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the “Contract Documents.” For the purpose of this bid, the word “City” shall refer to the City of DeKalb, and the word “Bidder” or “Contractor” shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, Contractors and subcontractors. The “City Representative” shall be the person so indicated on the Bid/Proposal Cover Sheet.

1.02 Interpretation of Contract Documents:
Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine
what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.

1.03 Electronic Bid Documents:
Bidders that download PDF documents from the City of DeKalb’s internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address which can be used by the City to send bid addenda or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

1.04 Submittal of Bid:
Bids must be submitted to the City Manager’s Office at 200 S. Fourth Street, DeKalb, Illinois, 60115 no later than 3:00 P.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder’s name, address, subject matter and document number of bid as indicated in the specification, and designated date and time of the bid opening. All bids must be clearly marked at the top of each side of the envelope: “Official Bid: Do Not Open.” Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

1.04.01 Pre-bid Meeting:
A pre-bid meeting will be held at the City Hall Annex, 223 S. Fourth Street, DeKalb, IL, at the date and time indicated on the Bid Cover Sheet for the purpose of familiarizing Bidders with the project and answering questions. Bidders shall be completely familiar with the entire bid specification and all Contract Documents prior to attending this meeting and shall come prepared to ask questions.

Attendance at the pre-bid meeting is not mandatory unless indicated as Attendance Required on the Bid Cover Sheet. Strong consideration will be given to the Contractor’s clear understanding and familiarity with the City’s needs in determining an award of Contract.

1.05 Withdrawal of Bid:
Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, prior to bid opening.

1.06 Bidder’s Qualifications:
No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City’s decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.
1.07 Preparation of Bid:
The Bidder’s submittal shall include the completed Bid Sheet and Detailed Bid Sheet found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

1.08 Compliance with Laws:
The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the Contract. In addition, the Bid shall be subject to all applicable City of DeKalb purchasing policies and ordinances, including but not limited to the Local Preference Ordinance (City Code Section 54.14). A copy of the local preference ordinance is available at the City’s website: http://www.cityofdekalb.com/CityClerk/Municipal_Code.htm

1.09 Alternate to Bids:
Any reference in these specifications to manufacturer’s name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City’s written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase Alternate Bid shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the Bid Sum, the Bid Deposit, if required, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best befits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

1.10 Form of Contract:
The form of Contract between the City and the successful Bidder will be in the form attached hereto as Exhibit D.

1.11 Freedom of Information Act (FOIA):
The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All Contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

1.12 Bid Review:
The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or Contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous Contract with the City.

Bidders are required, if requested to do so, to effect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such
demonstration shall be at a site which is most convenient and agreeable to the affected City personnel. If
the bid specifications require the submission of samples, such samples shall be submitted to the City at no
cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon
submission.

1.13 Bid Results:
Following the bid opening and review period, pending Contract awards will be posted on the City’s
Internet website under the http://www.cityofdekalb.com/bids web page. Bid tabulations posted on-line
represent “as read” submittals at time of the bid opening. They do not represent Contract award.

1.13.01 Bid Protest:
Firms wishing to protest bids or awards should notify the City Representative in writing within three (3)
days after the bid opening. This notification should include the bid number, the name of the firm
protesting, and a detailed description as to why the firm is protesting the bid. The City Representative
shall respond to said protest within seven (7) calendar days. A successful protest may result in the
reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City
Representative, it may provide a written notice to the City Manager within two (2) business days of the
date of release of the City Representative’s decision; the City Manager shall thereafter review and decide
the protest, and the decision of the City Manager shall be final.

1.14 Delivery:
Where the bid involves the sale or delivery of materials or goods, all materials shipped to the City must be
shipped F.O.B. delivered, to the designated location specified in the description of Work, DeKalb,
Illinois. If special delivery terms are required (e.g. forklift, ramp, etc.), the Bidder is responsible for
providing the same unless otherwise noted. The City accepts no responsibility for the condition of any
merchandise purchased prior to acceptance by City personnel. The City reserves the right to refuse
acceptance of delivered merchandise that differs from the specifications in the invitation to bid or as
otherwise permitted by Illinois law.

1.15 Inspections:
The City shall have the right to inspect any materials, components, equipment, supplies, services, or
completed work specified herein. Any of said items not complying with these specifications are subject to
rejection at the option of the City. Any items rejected shall be removed from the premises of the City
and/or replaced at the entire expense of the successful Bidder.

1.16 Pricing:
For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which
there is a bid, and shall be inclusive of all charges necessary to comply with the terms and conditions of
this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices
shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit
prices shall govern. All prices must be typewritten or written in ink; no erasures are permitted. Mistakes
must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by
the party signing the bid.

Section 2: GENERAL SUPPLEMENTAL ADDITIONAL
CONDITIONS

2.01 Scope of Work:
The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus,
and tools necessary for the entire and proper completion of the Work. The Work is as described on the
attached Exhibit F, and may consist of the provision of services, professional services, materials, supplies,
equipment, or some combination thereof ("the Work"). The Bidder shall supply, maintain, and service all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. The Bidder is responsible for identifying whether the bid proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of supplies or goods, all such goods shall be new, unused materials, unless the Work expressly indicates that recycled or used materials may be utilized.

2.02 Licensing and Permits:
The successful Bidder and their subcontractor(s) must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific Contract.

2.03 Period of Unemployment:
For any project involving labor or services which is governed by 30 ILCS 570 Employment of Illinois Workers on Public Works Act, such Act must be adhered to in entirety by the awarded Contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

2.04 Prevailing Wage:
For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et. seq., the successful Bidder is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a bidder to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or insurance obligation in this Agreement, the successful Bidder shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

2.04.01 Certified Payroll Records:
Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, along with such other information which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which avers that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3) the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor.

2.05 Toxic Substance:
Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Material Safety Data Sheet). The successful Bidder is responsible for complying with all applicable legal regulations or recommended handling procedures.
2.06 Guarantees, Warranties, Manuals:

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before final payment on the Contract is issued. All products provided shall be provided with any available manuals, brochures or other instructions. The Contractor shall be responsible for providing the City with training in accordance with the requirements of the description of the Work. Any required training shall be provided at no additional cost. For any Work involving the sale of goods or materials, the Contractor shall be required to provide product manuals. Manuals shall be as detailed as possible outlining all necessary operating and servicing instructions for any equipment delivered, including components. In addition, for any Work involving the sale of vehicles, equipment, mechanical devices, tools or computerized devices, technical shop manuals containing illustrated parts lists and a complete set of technician repair manuals for the entire unit including wiring diagrams and hydraulic schematics supplied with the equipment shall be provided. These materials can be provided in paper manuals or in electronic format (on DVD in PDF format). Any electronic documents required or submitted (e.g. as-builts, GPS information, or other data) shall be submitted in a format acceptable to the City Representative in his or her sole discretion.

All products supplied under this Contract shall carry the manufacturers’ standard warranty. The Contractor shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City. The Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which, in the judgment of the City Representative, may be necessary to ensure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period. The City shall identify the date of completion of the project, which shall serve as the start-date for the warranty. The following provisions only apply if checked:

- The Contractor is required to post a maintenance bond equal to ten percent of the project cost, for the term of the one-year warranty.
- The Contractor shall be subject to ten percent (10%) retention upon successful conclusion of the project, for the term of the one-year warranty.

2.07 Termination of Contract:

The City reserves the right to terminate in whole or any part of this Contract, upon written notice to the Bidder, in the event of any default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this Contract in strict accordance with its terms or failure to make sufficient progress so as to endanger performance of this Contract in accordance with the City’s expectations for completion or any expressed timeline for the same. In the event of default and termination, the City may procure, upon such terms and in such a manner as the City may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs or replacement costs for such similar supplies or service unless evidence is submitted to the City that, in the sole opinion of the City, clearly proves that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Bidder.

2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability):

The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this Contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, the Bidder’s employees, Contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Bidder is solely responsible for determining the accuracy and validity of any information provided to the Bidder by
the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

2.09 Insurance:

The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services; these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Bidder will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto as Exhibit E. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be in a form and from an issuer acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which any invoice or request for payment is submitted to the City.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this Contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnitees; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts.

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor’s expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor’s obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds).
Prior to receipt of a purchase order and start of work, the City Finance Department must receive and approve Certificates of Insurance and endorsements for all Contractors’ employees who will be using their personal vehicle for transportation for work-related purposes during the work day. It will be the responsibility of the Contractor to provide renewal certificates for the same, and any new employees added to the City Contract, throughout the course of the Contract.

2.09.01 Insurance Rating:
All insurance policies required by this Contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.

2.09.02 Special Requirement:
If the Bidder is an architectural firm or engineering firm, or if the Work under the Contract Documents includes design, consultation or any other professional services, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional liability insurance is not required to name the City as additional primary insured. Such insurance shall be provided on an occurrence basis, or, if provided on a claims-made basis, shall have a retrospective date prior to the start of Work.

2.09.03 Provision of Insurance:
The Bidder shall not commence Work under this Contract until the Bidder has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this Contract. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Additionally, and supplemental to the indemnification outlined above, the successful Bidder shall indemnify, defend and hold harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

2.10 Subcontractors:
Use of any subcontractors for performance of any component of this Agreement requires the City’s express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any Contractor, subcontractor or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime Contractor or successful Bidder holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime Contractor under which the subcontractor is working, as if the prime Contractor itself had failed to perform or had defaulted.

2.11 Change Orders:
After the Contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the City Representative.
June 22, 2015

For any Contract which is subject to the Public Works Contract Change Order Act, 50 ILCS 525/1, et. seq., the City requires the successful Contractor verify any change order request received from a subcontractor will not exceed 49% of the original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require opening up that portion of the work to competitive bidding.

The Contract price is and must include a "not to exceed" price. Any time the Contractor believes additional work is necessary or requested and the not to exceed price would increase, any change or addition shall require the pre-approval of the City. Unless a change order is approved, in writing, by the City Representative and/or City Manager and/or City Council, the Contract price shall not be exceeded.

2.11.01 Legal Authority to Bind:
The City shall not be bound by the unauthorized action of any of its agents or representatives. Any bidder and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

2.12 Failure to Execute:
Failure to execute the Contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the bid, and the City shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of Contract has been made, to execute the Contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the City. Any bidder who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate bid. Any bidder who submits a bid without identifying any changes in the Contract Documents or the Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City’s discretion.

2.13 Bid Security:
Unless this section is completely crossed out, each bid shall be accompanied by a bid security in the amount of 10% of the total amount bid. Bid security shall be in the form of a certified check or cashier’s check, drawn on a responsible bank doing business in the United States and made payable to the City of DeKalb, or an original Bid Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the City and is qualified to do business in Illinois. Bids not accompanied by a bid security will be rejected. The bid security of the unsuccessful Bidders (if in the form of a certified check or cashier’s check) will be returned after the Contract is awarded, signed and the performance security has been provided, or earlier, if the City does not deem it necessary to retain the Bid Security. The bid security of the accepted Bidder, (if in the form of a certified check or cashier’s check) will be returned either upon execution of a Contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the City’s estimation, the Contract has been satisfactorily completed and a final inspection has been satisfactorily completed. The final inspection shall occur within thirty (30) days of the date of completion/delivery. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of Contract and the City’s receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Bidder fail to fulfill the Contract as set forth, the bid security shall become payable to the City as liquidated damages. All Bid Security shall be held by the City’s Finance Department. If deemed necessary by the City, the City may at any time deposit a certified or cashier’s check submitted as bid security, and in the event of a refund of such security, the City shall issue a refund check drawn on its accounts.

2.14 Performance Security:
Unless this section is completely crossed out, the successful Bidder shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the City prior to the start of
any work. Each of the bonds shall be in the sum of 100% of the Contract amount. The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For Contract awards that are less than $100,000.00, a Letter of Credit, in a form suitable to the City, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond. Any bond shall include a provision that will guarantee faithful performance in accordance with the Prevailing Wage Act, 820 ILCS 130/1, et. seq., and in accordance with all of the terms of the Contract Documents (which shall be specifically referenced).

2.14.01 Letter of Credit – required content:
Any letter of credit (herein after LOC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content.

The LOC must be irrevocable, made in favor of the City of DeKalb (Beneficiary), and for the account of the Bidder (Applicant). The aggregate amount of the LOC must be at least 100% of the awarded Contract amount. The bank issuing the LOC must be acceptable to the City of DeKalb; written preapproval is required. The expiration date of the LOC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Bidder if need be. The LOC must provide for partial drawings. Drawing(s) are to be made when the City of DeKalb presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the LOC number and stating the amount of funds to be drawn against the LOC and also containing the following declaration: “I hereby certify that the applicant has not performed as required by the Contract established between the applicant and the City of DeKalb”. Payment(s) against the LOC will be made by the issuing bank upon presentation of this letter. The issuing bank must have a branch or office whereupon presentation and demand may be made by the City within thirty (30) miles of City Hall.

2.15 Waiver of Lien:
Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all Contractors, subcontractors, materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.
CITY OF DEKALB

June 22, 2015

INVITATION FOR BID

3.01 Intent:
The intent of these specifications is to solicit sealed bids from reputable Contractors who are capable of providing the specified products and services. The use of the words “Contractor” and “Contract” in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

3.02 Scope:
The Scope of this bid shall include completion of the Work as described in the attached Exhibit F.

The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor’s services for this project and shall indemnify the City from any damages caused as a result thereof.

In the execution of the Work herein provided, for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the Contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a Contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work or contract with another bidder).

3.03 Qualifications:
The City of DeKalb will only consider bids or quotes from qualified tree care companies. Preference will be those accredited by the Tree Care Industry Association for the proposed work.

Those qualified bidders will have the minimum qualifications based on the following criteria:
Insured and bonded to work within the City of DeKalb rights-of-way.

ISA Certified Arborist available at all times.

List of municipal references. If no municipal references, other references may be acceptable. Note if no municipal references.

Copies of all applicable licenses and certifications will be kept on file with the City of DeKalb.

Proof of insurance. Contractor will be required to name the city as additional insured. Details will be given to the successful candidate.

The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor's and the Contractor's subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.

Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment and financial and physical resources available to fulfill the conditions of the Contract and execute the Work should the Contract be awarded to it. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the Contract. The Contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The Contract will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

3.03.01 Professional Services Selection Act:
The City of DeKalb complies with the Professional Services Selection Act, 50 ILCS 510/5 with regard to the selection of parties to perform covered professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection does not apply to services covered by said act.

3.04 Contract Management:
This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

3.05 Protection of Public and Private Property:
The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.
3.06 Concurrent Operations:
The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

3.07 Licenses and Permits:
The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.

3.08 Severability:
If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

3.09 Accidents:
In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City's Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident which occurs on City property or within City buildings.

3.10 Sexual Harassment:
The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor's employee from work on this Contract.

3.11 Blood borne Pathogens Exposure Control Plan:
The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030 requires the City and its contractors to develop a written exposure control plan for blood borne pathogens for their employees. Prior to execution of this agreement, the successful Contractor shall supply the City with a copy of their Blood Borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the City as a condition of the contract. The successful Contractor shall also identify any other applicable regulations relating to the performance of its obligations and shall comply with such obligations (and submit a written plan to the City if required under the applicable regulations). This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood borne pathogens. Each Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the City upon request. Contractor's employees shall assume that all human blood and body fluids containing human blood are infected with blood borne pathogens and shall follow the guidelines established by the Contractor.

3.12 Term of Contract:
The initial term of this Contract shall run for three (3) years with an additional one (1) year agreement with City Council approval. This agreement, to the right of the City can be terminated at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies
and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The following provisions apply only if checked:

☒ Three (3) year Contract.

☐ Upon normal expiration of the Contract, the Contractor shall continue, at the sole option of the City, to provide services on a month by month basis, under the same terms and conditions, for a period not to exceed four (4) months.

☒ Upon mutual agreement, this contract may be extended for an additional one (1) year term, upon a ninety (90) day written notice from the City of its intention to exercise this option. A one (1) time economic adjustment for labor, material, supplies, and equipment costs shall be allowed for each one (1) year extension to the Contract after the initial one (1) year Contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous twelve (12) month period.

☐ Other: ________________________________

The initial Contract places no obligation on the City to appropriate funds, and continuation of this Agreement beyond the initial term of the Contract and Contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the City for this work.

3.13 References:
Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

3.14 Special and Unforeseen Work:
Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per man-hour for the performance of the additional work as bid on the Bid Sheet. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnitees. Contractor’s sole remedy for a City-caused delay shall be a day-for-day extension of time to complete the Contract.

3.15 Exceptions:
Any exceptions to the specifications are to be noted on the Detail Exceptions Sheet and included with the bid at the time of submittal.

3.16 Communications:
The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor’s expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems,
complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

3.17 Hours of Work:
The Contractor shall schedule normal work hours for crews from the hours of 7:00 a.m. to 7:00 p.m. The Contractor shall provide to the City Representative, for his or her approval, a schedule of proposed regular working hours for all locations prior to the startup of the Contract. Any changes in these regularly scheduled hours shall require prior written notice to and approval by the City Representative. All proposed hours of work shall comply with the then-current City of DeKalb noise ordinances as may be in effect, for work performed in the City of DeKalb.

3.17 Public Convenience and Traffic Control:
The Contractor at all times will ensure proper traffic control for the safety of all motorists and pedestrians while working in the public right of way. (See latest MUTCD for descriptions.)

3.19 Handling of Waste:
The contractor will be responsible for proper disposal of all waste as well as ensuring that all grass and or landscaped area are restored to the original condition before the work was done.

The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

3.20 Work Crew Supervision:
The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract. The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

3.21 Contractor's Personnel:
The Contractor shall be expected to supply a sufficient number of personnel to be able to complete all workmanship standards as set forth in these specifications. All of the Contractor's personnel shall be fluent in both written English, where essential to the performance of responsibilities, and spoken conversational English, self-motivated, capable of working without direct supervision, and have received appropriate training in order to deal with sexual harassment and bio-hazard handling situations.

☐ The following bracketed paragraph applies only if this section is checked.

Employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on
3.21.01 Background Investigation:
Where the Contractor is engaging in work of a sensitive nature or working in an environment with exposure to confidential information, or under such other circumstance as the City shall deem appropriate, the City may require the Contractor to comply with the terms of this section 3.21.01. In such case, prior to commencing work, the Contractor shall submit to the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver’s license numbers of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and the Contractor shall cause to be completed fingerprint charts and personal history statements of all employees. No employees shall commence work at any time during the Contract period until the above listed information has been submitted to and written clearance received from the Chief of Police. The Contractor shall provide written authorization from prospective employees for the City to perform the security clearances required in this Contract. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the City and shall be held to the same standards of conduct. The Contractor will provide and maintain a current list of employees working on the City account to include locations and times at locations. Copies for the listing shall be issued to the Chief of Police, Director, and Foreman.

The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor’s employees. Employees whom the City deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.

MATERIALS AND EQUIPMENT

4.01 City to Furnish:
In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City’s express, written consent.

4.02 Contractor to Furnish:
The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

4.03 Standards and Workmanship:
It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

4.03.01 Restrictive or Ambiguous Specifications:
It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.
PERFORMANCE AND PAYMENT

5.01 Disputes:
The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.

5.02 Payment:
Payment for all work completed and accepted will be made on a monthly basis (where possible, based upon the schedule for submittal of items to regularly scheduled City Council meetings) per the Contract prices including other agreements authorized in writing as per Special and Unforeseen Work. The Contractor shall submit an itemized monthly invoice, by facility, to the City for all work completed during the month, on or before the first Monday of the following month.

The Contractor shall also submit with the monthly invoice their current price list, and a copy of the Contractor's invoice for the applicable supplies provided to the City, all of which is for informational purposes only. The City will make payment within thirty (30) days of receipt of invoice and acceptance by the City.

5.02.01 Taxes:
No charge will be allowed for taxes which the City is exempt from paying. The City of DeKalb is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from Federal Excise and Transportation Tax.

3.28. Penalties:
Any deficiency communicated in writing to the Contractor, and not corrected within the time limits allotted by the City Representative, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and equipment). Penalties, if any, shall be withheld from the monthly payment by the City. Penalties, if applied, do not limit the right of the City to seek other redress for nonperformance or substandard performance. Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the City. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the Contractor from the responsibility to complete or correct the unsatisfactory or uncompleted work. The City reserves the right to set aside additional retention if deemed necessary by the City to protect against any deficient performance or to otherwise protect the City's interests.
### Exhibit A: Detailed Cost Sheet

<table>
<thead>
<tr>
<th>Fee Schedule</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Tree Trimming</td>
<td>$150</td>
</tr>
<tr>
<td>Price per inch at DBH for Tree Removal</td>
<td>$17</td>
</tr>
<tr>
<td>Hourly Rate for Storm Cleanup</td>
<td>$350</td>
</tr>
<tr>
<td>Hourly Rate for Emergency Services</td>
<td>$350-500</td>
</tr>
</tbody>
</table>
**Exhibit B: Bid Sheet**

**Note:** the Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotat ing, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: **D. Ryan Tree & Landscape LLC**

☐ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

<table>
<thead>
<tr>
<th>Will you be utilizing a subcontractor?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, have you included all required information with your bid submittal?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Are your subcontractors registered to do business with the City?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

- OR -

**INDEMNIFICATION:** The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.
TOTAL PRICE: The Bidder hereby affirms and states that the prices quoted herein constitute the total hourly cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

D. Ryan Trees & Landscape
Bidder's Firm Name

Signed Name and Title

172-27 14 23/121000
Street Address

Print Name and Title

Dekalb IL 60115
City State Zip Code

E-mail Address

815-756-8733
Phone Number

Fax Number

5/28/15
Date