



PROPOSAL SUBMITTED BY

Bidder's Name

Street

P.O. Box

City

State

Zip Code

**VILLAGE OF ROSELLE  
SPECIFICATIONS AND PROPOSAL DOCUMENTS**

**TREE SERVICE CONTRACT**

**Issue Date:** Wednesday, March 8, 2023

**Pre-Bid Meeting:** n/a

**Last Day for Questions:** **No later than** Wednesday, March 24, 2023

**Due Date:** **No later than** Monday, March 27, 2023 at 10:00 A.M.

**Bid Opening:** Monday, March 27, 2023 at 10:00 A.M. at Roselle Public Works located at 474 Congress Circle North, Roselle, IL 60124.

**Prevailing Wage:** Prevailing Wage Act  
X DOES APPLY  DOES NOT APPLY

**Bid Bond:** 0% (Original Required)

**Performance Bond:** 0% (Original Required)

**Payment Bond:** 0% (Original Required)

**Contact Person:** John Valenti – Public Works Manager – Utilities & Streets  
Village of Roselle Public Works  
474 Congress Circle North Roselle, IL 60172  
Phone: (630) 980-2373  
Email: jvalenti@roselle.il.us

**VILLAGE OF ROSELLE  
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO BIDDERS**

The Village of Roselle will receive sealed proposals for the following maintenance project:

**TREE SERVICE CONTRACT**

The Village of Roselle is seeking cost proposals for providing tree removal, stump grinding, pruning, emergency storm damage cleanup located throughout the Village of Roselle, Illinois. Services will be provided starting April 10, 2023 through December 31, 2023, with an optional four (2) year renewal for the period of January 1, 2024 through December 31, 2025. Proposals must provide for all costs, services, fees, and any other expenses including, but not limited to those services specified and recommended to the Village, and along with any other consulting services as needed.)

Proposals must be received on or before, but no later than 10:00 A.M local time on Monday, March 27, 2023 which time bids will be opened. All proposals must be submitted in a sealed envelope that is clearly labeled "Bid for "Tree Services Contract" to the Public Works Department, 474 Congress Circle North, Roselle, IL 60172, Attn.: John Valenti, Public Works Manager Utilities and Streets. The name and address of the bidder shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided in the bid document.

## **INSTRUCTIONS FOR BIDDERS**

- A. Invitation for Proposals** - The Village intends to enter into a contract with a qualified and responsible firm for the provision of the product or service identified on the Request for Proposals, and accordingly is furnishing a set of specifications by which such a proposal shall be evaluated. That set of specifications and all accompanying documents is also referred to as a "proposal package."
- B. Proposal Documents** - Any person or firm desiring to submit a proposal for the product or service described in the identified proposal package shall submit proposals following the applicable instructions and format of the documents of the proposal package as provided or stated therein. All Contract/Proposals must be made on the required sheets. All blank spaces for Contract/Proposal prices must be filled in with ink or typewritten.
- C. Investigation by Prospective Proposals** - It shall be the responsibility of the proposing firm to thoroughly read and understand the information, instructions, specifications, including addenda if any and requirements. Proposing firms are expected to fully inform themselves as to the requirements for the provision of the specified goods or services before submitting proposals. Failure to do so is at their risk. No plea of error or plea of ignorance by the proposing firm of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposing firm to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The submission of a proposal means that the proposing firm has familiarized itself with all conditions, requirements, and specifications, and intends to comply with them (unless specifically noted otherwise in writing) without exception.
- D. Clarification of Proposal Requirements** - All inquiries regarding this bid shall be submitted via e-mail to John Valenti, Public Works Manager Utilities and Streets and shall include Tree Services Contract in the subject line. All questions or clarifications must be received no later than two days in advance of the bid opening. If a written addendum is issued, a copy of such addendum will be emailed to all bidders that have expressed interest in submitting. The Village of Roselle reserves the right to not respond to any or all inquiries. Responses will be provided in a written addendum with both inquiries and responses, without stating the source of the inquiry, to those who have received requests for qualifications.
- E. Proper Completion of Proposal Documents** - Proposal documents must be signed by an officer or employee of the proposer having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a proposal, the signatures must be attested to by the Corporate Secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink.
- F. Proposal Delivery Procedures** - Sealed Proposals shall be delivered to the office of the Public Works Department, Village of Roselle, 474 Congress Circle North, Roselle, Illinois, 60172, by no later than the date and time indicated on the Request for Proposal. Sealed envelopes should be clearly labeled with the service title listed on the Request for Proposal and includes the following information: contact name and address; date and time of proposal opening. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Public Works Manager Utilities and Streets at the location stated in this paragraph.

Only one (1) proposal need be submitted, which must be an original, unless the specifications require additional photocopies thereof.

Proposals received prior to the specified time of opening will be securely kept, unopened. The Director of Public Works or his/her designee, whose duty it is to open them, will announce when the specified time has arrived, and no proposal received thereafter shall be considered. No responsibility shall be attached to the Director of Public Works, his/her designee, or the Village, for the premature opening or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the specified time of opening, whether sent by mail, courier, or in person, may not be accepted. These proposals may either be refused or will be returned unopened. It is the proposing firms' responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified time of opening may not be accepted regardless of the postmarked date or time on the envelope.

Electronic Mail ("E-mail") and/or Facsimile ("fax") machine transmitted proposals are prohibited. The Village will not transmit proposal documents to prospective firms by way of a facsimile machine.

- G. Withdrawals and Declinations** - A written request for the withdrawal of a proposal may be granted if the request is received by the Tree Services Contract or his/her designee prior to the specified time of opening. After the opening, the proposing firm cannot withdraw or cancel its proposal for a period of sixty (60) calendar days, and such proposals will be binding during that time. Should there be reasons why the Contract cannot be awarded within the specified period; the Contract/Proposal may be extended by mutual agreement between the Village and the Bidder.
- H. Non-Acceptance of Proposals** - No proposal shall 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 the Village, or who has failed to satisfactorily perform any previous contract with the Village.
- I. Proposal Opening Procedures** - The Bid Opening shall commence at the date and time as provided herein in the Public Works Department, 474 Congress Circle North, Roselle, Illinois and all prices shall be publicly read or posted. The opening and reading of all proposals shall, however, be subject to the Village's rules regarding bonds and any other applicable regulations, as well as the requirements of this document. All prospective firms and the public may attend the proposal opening.
- J. Proposal Review Procedures** - After proposal opening is completed, the Village will then take all proposals under review. The Village will generally endeavor to complete its evaluation of proposals and render a decision within sixty (60) days after the opening of proposals. The Village may need to extend the decision deadline if the complexity of a project or product purchase warrants an extension. The Village will so inform the submitted Proposal firms.
- K. Competency of Proposing Firms** - The opening and reading or posting of proposals shall not be construed as acceptance by the Village of the proposing firms as being qualified, responsible candidates. The Village reserves the right to determine the competence, financial and operational capacity of proposal firm. Upon request by the Village, the proposing firm shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the product required by the Specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

- L. **Rejection; Waivers** - The Village of Roselle unequivocally reserves the sole right to reject any and all proposals; waive formalities, technical deficiencies and irregularities; solicit new proposals; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.
  
- M. **Alternates and Substitutes** - The Village of Roselle unequivocally reserves the sole right to accept or reject any and all alternates and to judge whether or not any alternate or substitute is of equivalent or better quality. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.
  
- N. **Errors in Proposals** - When an error is made in extending total prices in a proposal when a proposal consists of both unit prices and totals, the unit proposal price will govern. Otherwise, the firm is not relieved from errors in proposal preparation.
  
- O. **Pre-Bid Meeting** – N/A

**VILLAGE OF ROSELLE**

**CONTRACT/PROPOSAL**

**TREE SERVICES CONTRACT**

Full Name of Bidder: \_\_\_\_\_ (“Bidder”)

Principal Office Address: \_\_\_\_\_

Local Office Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

TO: Village of Roselle (“Owner”)  
Public Works Department  
474 Congress Circle North  
Roselle, IL 60172

Attention: John Valenti, Public Works Manager Utilities & Streets

**Bidder warrants and represents that Bidder has carefully examined all work sites as described and their environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.**

## **BIDDER'S INFORMATION**

Bidder's status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( ) \_\_\_\_\_ Individual Proprietor  
(State) (State) (State)

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

(Corporate Seal)

Bidder's Business Address: \_\_\_\_\_

\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_

Bidder's Business Facsimile: \_\_\_\_\_

Bidder's Business Email: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

How many years has your company been in business? \_\_\_\_\_

How long has your company been established in Illinois? \_\_\_\_\_

Approximately how many hours employees do you plan to employ on a regular basis for this contract? \_\_\_\_\_

Approximately how many salaried supervisory employees do you plan to employ on a regular basis for this contract? \_\_\_\_\_

## REFERENCES

All bidders are required to furnish three (3) current municipal government references for clients who presently are using your services.

Municipality: \_\_\_\_\_

Date of Services & Award Amount: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Municipality: \_\_\_\_\_

Date of Services & Award Amount: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Municipality: \_\_\_\_\_

Date of Services & Award Amount: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



## **I. WORK PROPOSAL**

**A. Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder, shall at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work." See standard Village Contract in attachment I.

1. **Contract term.** The initial term of this Contract shall be for April 10, 2023 – December 1, 2023.

At the sole and absolute discretion of the Village, the Parties may agree to extend the Contract for not more than two (2) additional one-year terms following the initial term. If an extension option is exercised, the Village shall advise the Contractor of their desire to extend the Contract, and the Contractor shall have the option to agree to said extension option subject to the bid unit prices.

The Village may terminate this contract, without cause, anytime during the contract term by notifying the contractor in writing of its intent to terminate not less than 30 days prior to the effective date of termination.

2. **Labor, equipment, materials and supplies.** Provide, perform, and complete, in the manner specific and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data and other means and items necessary for services for the Village of Roselle.
3. **Permits and licensing.** The Contractor shall, at its own expense, procure all necessary licenses and permits needed to conduct the Work required under the terms of this Contract. The Village will waive the cost of all required licenses, fees and permits with the exception of those license and fees associated with securing a business license to conduct business within the Village.
4. **Bonds and insurance.** Procure and furnish all bonds and all Certificates of Insurance specified in this Contract/Proposal;
5. **Taxes.** Pay all applicable federal, state, and local taxes;
6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal.
7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with the Special Provisions for the Tree Services Contract.
8. **Exclusions.** Please list any exclusions not included in your proposal and return them with this Contract/Proposal and any other company information, to the Public Works Department, 474 Congress Circle North, Roselle, Illinois 60172 by the due date and time of the bid opening.
1. **Administration.** The Contractor will be under the direct administration of the Public Works Manager Utilities and Streets, or his/her designee. Any alterations or modifications of the

Work performed shall be made only by written agreement between the Contractor and Director 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 pre-authorized by written agreement prior to commencement of said Work.

- B. Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all work shall be fully provided, performed, and completed in accordance with the Special Provisions of this Bid Document.
- C. Warranty of Installed Systems** - Any system, subsystem or component installed under the Contract that fails within the allotted manufacturer's warranty period for the system, subsystem, or component, the Contractor will include parts, labor and travel to replace or correct the failure.
- D. Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, if at any time there is evidence of any claims for which the Bidder/Contractor is or may be liable or responsible hereunder, the Bidder/Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Village may retain from any moneys due the Bidder/Contractor an amount which would settle or otherwise dispose of such claims and pay the costs and expenses, including attorney's fees and expenses, of defending any actions brought to enforce the same or incurred in connection therewith or by reason thereof.
- E. Inspection/Testing/Rejection.** The Village shall have the right to inspect all or any part of the work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at the Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective or damaged, or nonconforming and charge the Bidder with any excess cost incurred thereby, or cancel or any part of any order of this Contract/Proposal. Work so rejected may be returned or held at the Bidder's expense and risk.

## **II. CONTRACT PRICE PROPOSAL**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall take in full payment for all Work or other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums, and compensation to all subcontractors and suppliers; and the compensation set forth below.

### **A. Schedule of Prices (Attachment A)**

### **B. Basis for Determining Prices**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change throughout the duration of the contract.
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

### **III. FINANCIAL ASSURANCE**

**A. Insurance.** If this Contract/Proposal is accepted, the Contractor shall provide insurance necessary to protect and save harmless the Village of Roselle. The Contractor agrees to purchase a policy of insurance prior to commencing work. The Contractor shall provide the Village with the Certificate of Insurance for this service including any declarations and endorsements. The minimum amount of insurance shall be as follows: No restrictions on occurrence limits will be permitted. The Certificate of Insurance shall also include as additionally insured the Village of Roselle, 31 South Prospect, Roselle, Illinois 60172 and entities, not employed by the Village. The Certificate of Insurance shall be provided within ten (10) days following the Village's acceptance of this Contract/Proposal.

The Contractor shall, prior to and at all times while providing, performing, or completing the work for the Village, procure, maintain, and keep in force, at the Contractor's expense, all insurance necessary to protect and save harmless to the Village, the work sites, and all property located at or about the work sites, including but not limited to the insurance coverage specified below.

1. Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, and property damage and \$500,000.00 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$3,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per each accident – injury, per each employee - disease and disease - policy.

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

**C. Penalties.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that the Bidder shall solely be liable for any fines or civil penalties that are imposed by any governmental and quasi-governmental agency or body that may arise, or be alleged to have arise, out of or in connection with the Bidder's performance of, or failure to perform, the Work or any part thereof.

#### **IV. FIRM PROPOSAL**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contractor/Proposal within sixty (60) days after the date this sealed Contract/Proposal is opened.

#### **V. BIDDER'S REPRESENTATIONS AND WARRANTIES**

In order to induce the Village to accept this Contract/Proposal, the Bidder hereby represents and warrants as follows:

**A. The Work.** The Work, and all of its components, shall be of commercially acceptable quality, shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in the Special Provisions of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purpose expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

**B. Compliance with the Law.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, and orders, rules, and regulations, as they may be modified or amended from time-to-time, including without limitation the Prevailing Wage Act, 820 ILCA 130/0.01 et seq; any other prevailing wage laws, any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

a) **Prevailing Wage. Where applicable, pursuant to Section 4 of the Illinois Prevailing Wage Act, 820 ILCS 130/4, Bidder agrees and acknowledges that not less than the applicable rate of prevailing of wages, as found or ascertained by the Department of Labor and made available on the Department's official website or determined by the court on review, shall be paid for each craft or type of worker needed to perform the Work, and it shall be mandatory upon the Bidder to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the performance of the Work described herein.**

b) **Certified Payroll. Where applicable. the successful Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Department of Labor, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be**

**made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.**

**C. Not Barred.** Bidder is not barred by law from contracting with the Village or any other unit of state or local government as result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCA 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCAS 5/33E-1 et seq; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation names by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

**D. Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Schedule of Prices and Timing Proposals set forth in the Special Provisions. The Bidder will have seven years' experience in Tree Service operations, been in business for a minimum of five years and hold appropriate certifications for the work being performed.

## **VI. PAYMENT REQUESTS**

In order to insure payment from the Village of Roselle the Contractor is required to:

**A. Timing.** Contractor must submit monthly invoices for all tree removals, stump grinding and tree trimming or upon services for a special event. Final invoice for work for the contract must be submitted by thirty (30) days after the annual contract expiration.

**B. Required Information.** All invoices are required to have the following information on them:

1. Contractor name, address and telephone number
2. Invoice number
3. Purchase Order Number
4. Date and time of service
5. Description of service
6. Total amount of compensation due.

**C. Invoices.** Invoices should be emailed to:

Octavia Dussard (Administrative Assistant)  
[odussard@roselle.il.us](mailto:odussard@roselle.il.us)

Invoices must be generated monthly.

## VII. **ACKNOWLEDGEMENTS**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. **Reliance**. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
- B. **Reservation of Rights**. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as set forth in the Instructions to Bidders.
- C. **Acceptance**. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.
- D. **Remedies**. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. **Time**. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.
- F. **Failure to Perform**. If the Contractor fails to complete all the Work or fails to meet the deadlines stipulated in this Contract, the Village may choose to penalize up to 20% deduction from the amount owed for services. If any time the Village feels that the Contractor is not capable of meeting the requirements of this Contract, the Village may elect to terminate this Contract.
- G. **No Waiver**. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, or damaged or nonconforming Work, nor operated to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or any requirement or provision of this Contract/Proposal; or any remedy, power, or right of the Village.
- H. **Severability**. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.
- I. **Amendments**. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced in writing and executed and delivered by the Village and Bidder.
- J. **Assignment**. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

- K. Governing Law.** This Contract/Proposal and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- L. Award of Contract.** The Contract shall be awarded to the lowest, responsible bidder for providing services as listed in the Schedule of Prices, Attachment A, and all three reference checks confirm that the municipal government reference issues a “satisfactory, would rehire contractor” recommendation.

## **SPECIAL PROVISIONS**

- A. Scope of Work** - The Contractor shall perform tree and stump removal, pruning, storm damage emergency work and associated services throughout the community.

The Contractor shall become fully acquainted with the nature of the Work, all sites at which Work is to be accomplished, and the conditions affecting the cost and performance of the Work. The Contract shall include all costs associated with furnishing supervision, labor, materials, tools, vehicle/equipment, shipping and incidentals necessary to complete the tree services in an acceptable manner and in accordance with specifications under the direction of the Roselle Public Works Department.

- B. Subcontracts** - The Contractor will not be allowed to subcontract Work unless prior written approval is granted by the Director. The subcontractor, if approved, shall be bound by the conditions of the Contract between the Village and Contractor, and shall perform in accordance with all terms of the Contract and specifications. All required notices, work orders, directives or requests will be directed to the Contractor.

- C. Materials, Equipment and Labor** – The Contractor shall be responsible for supplying **all materials, equipment and labor to safely complete the work as specified**. All Contractors must complete and submit with their bid the Contractor Vehicle and Equipment Form, Attachment B listing all equipment to be used in performing the Work, listing the quantity, year, make, model and class available. The Village has the right to award the bid based on whether or not the proper equipment is available and sufficient to meet and/or exceed the performance standards set forth in this Contract/Bid.

**The contractor will not be paid for any work not approved by the Village or not done according to these specifications.**

- D. Call Out Procedures**

- a. **Emergency Work** - The Contractor shall provide at least two emergency contact names and numbers for a call regarding an unsafe condition or unsatisfactory work site. In the event the emergency contact is notified of an emergency or a situation that requires attention after normal working hours; the Contractor shall be on site within three (3) hours of the notification. If the contractor fails to respond to the emergency call, the Village has the right to contact another contractor to address the problem.
- b. **Non-Emergency Work** - If the request is not an emergency, the Contractor shall schedule the Work during normal working hours or at a time agreeable with the Director or his designee, but generally within five (5) business days of the request.
- c. In the event the Contractor responds to an emergency call out for a tree removal, the contractor will be paid the hourly rate listed under Additional Bid Prices of Attachment A. Contractor must complete the Emergency Contact Information - Attachment C.



## **E. Communications**

- a. The Contractor shall provide the name and telephone number of the person and/or persons who oversee the Village's account; at least two emergency contact names and telephone numbers of English-speaking supervisory personnel who may be called if there are any problems or questions. **Contractor shall complete the Emergency Contact Information Attachment C.**
- b. The Contractor is required to notify the Village 24-hours in advance of beginning work and to check in each work day to report the progress of the work and to inform of any issues or problems. The Contractor shall at all times maintain good relations with the public and respectfully answer questions from the public. The Contractor may direct inquiring citizens to the Village for more information regarding any tree work. A Village representative may accompany the Contractor in the performance of duties.
- c. The Contractor shall provide twenty-four (24) hour communications and response service throughout the entire year. **Messages left by the Village of Roselle for emergency services must be responded to within 30 minutes of the time of placement (notification).** Failure to respond to calls may result in the penalties or nullification of the Contract between the Village and Contractor.
- d. An English-speaking supervisor shall be on-site at all times during operations.

**F. Concurrent Operations** - The Contract is a non-exclusive Contract with the Village. The Village reserves the right to use its own employees to perform Work similar to that being performed under the terms of this 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.

**G. Working Hours** - Work shall be scheduled between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday and no work allowed on Saturdays, Sundays and holidays with the exception being an Emergency Call Out. Work outside of these hours will be allowed only as authorized by the Director or his designee.

**H. Personnel, Supervision and Certifications** - The Contractor shall provide qualified supervision of each crew at all times while working under this Contract. The Contractor must possess a valid Emerald Ash Borer compliance agreement with the Illinois Department of Agriculture and provide a copy to the Village before work may begin.

**I. Record Keeping** - The Contractor will be responsible to contact J.U.L.I.E. for utility locates for at stump grinding sites or other work that dictates and keep records of all trees and stumps removed. Records regarding work shall be provided to the Village.

**J. Protection of Public or Private Property** -The Contractor shall exercise all necessary caution to protect all public and private property from injury or damage caused by operations of the Contractor. Any practice hazardous in the opinion of the Director or his designee shall be immediately discontinued by the Contractor upon receipt of either oral or written notice to discontinue such practice. The Contractor shall comply with all applicable OSHA, IDOL and other federal and state safety standards.

- K. Accidents** - In the event of accidents or incidents of any kind that may lead to claims for damage or injury which involves the general public and/or private or public property, the Contractor shall immediately notify the Director or his designee and shall provide a full accounting of all details of the accident, as well as provide any copies of reports.
- L. Acceptance of Completed Work** - All work inspected by the Village. All deviations and/or discrepancies noted will be brought to the Contractor's attention verbally. To the extent possible, all discrepancies and unacceptable Work will be corrected the following workday. Failure to correct discrepancies shall result in no-payment for the Work.
- M. Removal of Debris and Site Cleanliness** - The Contractor shall be solely responsible for the complete removal of material and debris generated by their work or the work of subcontractors, as well as full legal and proper disposal off-site. The removal of surplus material and debris shall be completed as the work progresses. Chips, branches, and logs shall be removed each day from each work site. No chips, branches or logs shall be left at a work site overnight without prior consent of the Director or designee. Stump grindings shall be raked back into the stump grinding hole level with the surrounding ground level. Legal disposal of debris will not be paid for separately but shall be included in the contract unit prices.
- N. Street Closures** - Street closures must be authorized by the Public Works Manager and will be used only as necessary. Every attempt will be made to open the road to traffic as soon as possible. Residents will not be trapped in their driveways because of equipment, tree placement or lack of notification. Proper warning signs, barricades or other protective devices will be placed and provided by the contractor.
- O. Damage to Property** - Finished work shall be neat and orderly and Contractor shall exercise caution and care to avoid damage. The Contractor shall be solely and fully liable for any loss, injury or damage resulting from the performance of this work.
- a. The Contractor shall inform the Village of any damage caused by the Contractor's operation immediately. And shall be resolved with the property owner or the Village within 14 days after the damage occurred. The Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due the Contractor.
  - b. Any damage attributable to the Contractor, other than normal wear and tear, including but not limited to pavement, expansion joints, deck/traffic coatings, fences, curbs, guard rails, end treatments, walls, curbs, catch basins, manholes, turf, and plant material, shall be repaired by the Village at the Contractor's expense.
  - c. The Village shall obtain from a third-party contractor, a reasonable estimate(s) of the cost to make any repairs for damages attributable to the Contractor prior to having any such repairs made.

## **P. Schedule of Prices**

**Base Bid, Alternate Bid and Additional Bid Prices** - The Contractor shall provide unit prices for the base bid, alternate bid and additional prices in the schedule of prices (Attachment A). The contract will be awarded based on the base bid amount plus any alternate bids selected. Additional price items may be added to the contract by the Village as necessary for additional services, special events or if the service level increases.

### **BASE BID**

- **Tree and Stump Removal (Pay Item No. 1, Base Bid)** - This work shall consist of tree removal, including grinding of the stump and properly dispose, which are 14 inches DBH and larger. The contractor shall complete the removal of trees on the list provided by the Village within 3 weeks of receiving the list. Stumps must be ground within 2 weeks of tree removal and stump hole to be filled level with the ground surface with grindings. Branches, wood chips, logs and grinding residual generated by these removals must be removed and properly disposed of by the contractor at time of service, unless approved due to special circumstances by the Director or designee. Topsoil and seed restoration will be completed by the Village. Tree removal location list will be provided by the Village. This work will be paid for at the contract unit price per DBH for TREE REMOVAL and shall include all labor, materials, equipment, and incidentals to complete this work.
- **Stump Removal (Pay Item No. 2, Base Bid)** - This work shall consist of stump removal and grinding residual of trees, less than 14" that were removed by the Village, and properly dispose of the same. The contractor shall complete the removal of stumps on the list provided by the Village within 2 weeks of receiving the list and stump hole to be filled level with the ground surface with grindings. Wood chips and grinding residual generated by these removals must be removed and properly disposed of by the contractor at time of service, unless approved due to special circumstances by the Director or designee. Topsoil and seed restoration will be completed by the Village. Stump removal list will be provided by the Village. This work will be paid for at the contract unit price per DBH for STUMP REMOVAL and shall include all labor, materials, equipment, and incidentals to complete this work.

### **ALTERNATE BID**

- **Zone/Cycle Pruning (Pay Item No. 3, Alternate Bid)** - This work shall consist of pruning out dead limbs 2" diameter and larger, broken branches, epicormic shoots/sucker growth, and provide elevations where needed from trees larger than 14inch DBH. No rounding/shaping of the outer canopy. Tree trimming location list will be provided by the Village and will be by zones or blocks in a designate area. tree removal, including grinding of the stump and properly dispose, which are 14 inches DBH and larger. The contractor shall complete the work on the list provided by the Village within 3 weeks of receiving the list. Branches, wood chips, and debris generated by these work must be removed and properly disposed of by the contractor as the work progresses. Zone/Cycle Pruning location list will be provided by the Village. This work will be paid for at the contract unit price per DBH for ZONE/CYCLE PRUNING and shall include all labor, materials, equipment, and incidentals to complete this work.

## **ADDITIONAL PRICES**

### **Extra Work Specifications (Pay Item No. 21, 22, 23, 24)**

The Contractor shall furnish hourly labor and equipment rates for extra work at the quantities requested in the Bid Proposal Form. All hourly labor rates shall include the cost for fringe benefits, overhead, profit, transportation, fuel, tools, equipment, etc.

There shall be no minimum-hour requirements. No additional mark-up will be allowed.

The Village must approve all extra work before any work commences, except in emergency situations, when work shall proceed immediately. It is the Contractor's responsibility to ensure that his staff be fully apprised of the aforementioned provision.

Labor Straight Rate shall be for all work during weekday hours between 7:00 A.M. and 5:00 P.M., Monday through Friday. Labor Overtime Rate will be used for hours outside normal weekday hours and Saturdays, and Labor Premium Rate will be used for Sunday and Holiday hours.

## Schedule of Prices

### Project: TREE SERVICE CONTRACT

(For complete information covering these items, see plans and specifications)

Effective April 10, 2023 through December 31, 2023					
Base Bid					
Item No.	Items	Unit	Estimated Inches	Unit Price	Total
1	Tree and Stump Removal	DBH	700		
2	Stump Removal	DBH	700		
<b>Bidder's Proposal for Entire Improvements (Sum of Items 1 thru 2)</b>					

Alternate Bid Prices					
Item No.	Items	Unit	Estimated Inches	Unit Price	Total
3	Zone/Cycle Pruning	DBH	1400		
<b>Bidder's Proposal for Entire Improvements (Sum of 3)</b>					

Additional Bid Prices					
Item No.	Items	Unit	Regular Time Rate 7am - 5pm	OT Rate 5pm - 7am M-F & Sat	Sunday & Holiday Rate
4	Debris/Brush Disposal Trailer Capacity:	Trailer		Regular Rate	Regular Rate
5	Debris/Brush Disposal Trailer Capacity:	Trailer		Regular Rate	Regular Rate
6	Aerial Truck	Hour		Regular Rate	Regular Rate
7	Box Truck	Hour		Regular Rate	Regular Rate
8	Chipper	Hour		Regular Rate	Regular Rate
9	Crane	Hour		Regular Rate	Regular Rate
10	Pick-up	Hour		Regular Rate	Regular Rate
11	Log Loader/Grapple	Hour		Regular Rate	Regular Rate
12	Semi	Hour		Regular Rate	Regular Rate
13	Stump Machine	Hour		Regular Rate	Regular Rate
14	Tub Grinder w/wheel loader 1 operator	8 Hour Day		Regular Rate	Regular Rate
15	Crew Leader - Labor Rate	Hour			
16	Grounds Person - Labor Rate	Hour			
17	Climber - Labor - Labor Rate	Hour			

**The Village reserves the right to add or delete quantities from any of the items. No extra compensation will be allowed.**

## Schedule of Prices

### Project: TREE SERVICE CONTRACT

(For complete information covering these items, see plans and specifications)

Effective January 1, 2024 through December 31, 2024					
Base Bid					
Item No.	Items	Unit	Estimated Inches	Unit Price	Total
1	Tree and Stump Removal	DBH	700		
2	Stump Removal	DBH	700		
<b>Bidder's Proposal for Entire Improvements (Sum of Items 1 thru 2)</b>					

Alternate Bid Prices					
Item No.	Items	Unit	Estimated Inches	Unit Price	Total
3	Zone/Cycle Pruning	DBH	1400		
<b>Bidder's Proposal for Entire Improvements (Sum of 3)</b>					

Additional Bid Prices					
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5	Debris/Brush Disposal Trailer Capacity:	Trailer		Regular Rate	Regular Rate
6	Aerial Truck	Hour		Regular Rate	Regular Rate
7	Box Truck	Hour		Regular Rate	Regular Rate
8	Chipper	Hour		Regular Rate	Regular Rate
9	Crane	Hour		Regular Rate	Regular Rate
10	Pick-up	Hour		Regular Rate	Regular Rate
11	Log Loader/Grapple	Hour		Regular Rate	Regular Rate
12	Semi	Hour		Regular Rate	Regular Rate
13	Stump Machine	Hour		Regular Rate	Regular Rate
14	Tub Grinder w/wheel loader 1 operator	8 Hour Day		Regular Rate	Regular Rate
15	Crew Leader - Labor Rate	Hour			
16	Grounds Person - Labor Rate	Hour			
17	Climber - Labor - Labor Rate	Hour			

**The Village reserves the right to add or delete quantities from any of the items. No extra compensation will be allowed.**

## Schedule of Prices Project: TREE SERVICE CONTRACT

(For complete information covering these items, see plans and specifications)

Effective January 1, 2025 through December 31, 2025					
Base Bid					
Item No.	Items	Unit	Estimated Inches	Unit Price	Total
1	Tree and Stump Removal	DBH	700		
2	Stump Removal	DBH	700		
<b>Bidder's Proposal for Entire Improvements (Sum of Items 1 thru 2)</b>					

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15	Crew Leader - Labor Rate	Hour			
16	Grounds Person - Labor Rate	Hour			
17	Climber - Labor - Labor Rate	Hour			

**The Village reserves the right to add or delete quantities from any of the items. No extra compensation will be allowed.**

**CONTRACTOR VEHICLE AND EQUIPMENT FORM**

Type of Equipment	Quantity	Year	Make	Model	Class	GVW



**EMERGENCY CONTACT INFORMATION**

<b>Emergency Contact Name</b>	<b>Office Telephone Number</b>	<b>Cell Phone Number</b>	<b>E-Mail Address</b>

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
(Title)

**DRUG FREE WORKPLACE**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a Statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) 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.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The CONTRACTOR's policy for maintaining a drug free workplace;
  - (3) Available counseling, rehabilitation, or assistance programs; and
  - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) 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 Section 5 of the DRUG FREE WORKPLACE ACT.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

**STANDARD VILLAGE CONTRACT**

**CONTRACT NO. \_\_\_\_\_ FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and \_\_\_\_\_ (hereinafter "Consultant").

**WITNESSETH:**

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide \_\_\_\_\_ services associated with \_\_\_\_\_ to the Village; and

WHEREAS, \_\_\_\_\_ (hereinafter "Consultant") agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not-to-exceed \$\_\_\_\_\_. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of \_\_\_\_\_ years terminating \_\_\_\_\_, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.



15. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in “portable document format” (“.pdf”) form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF ROSELLE  
VILLAGE ADMINISTRATOR  
31 S. PROSPECT STREET  
ROSELLE, IL 60172

COMPANY NAME  
ADDRESS  
ADDRESS 2  
CITY, STATE, ZIP

BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_

(INSERT)

ATTEST: \_\_\_\_\_

Clerk

ATTEST: \_\_\_\_\_