

2017

# 2017 PARKWAY TREE REPLACEMENT PROGRAM



## REQUEST FOR BIDS

SOLICITING AGENCY: VILLAGE OF CARY

Issued: June 16, 2017

Submittal Deadline: 11:00 a.m., July 11, 2017

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LEGAL NOTICE / PUBLIC NOTICE  
VILLAGE OF CARY

The Village of Cary is soliciting sealed bids from contractors for the following project:

**2017 PARKWAY TREE REPLACEMENT PROGRAM**

Sealed bids for this contract must be received before 11:00 a.m. on Tuesday, July 11, 2017 at the Cary Village Hall, 655 Village Hall Drive, Cary, Illinois, 60013, at which time all bids will be publicly opened and read aloud.

The scope of the work includes furnishing all labor, fuel, supplies, and equipment to provide the Village of Cary with installation of replacement parkway trees throughout the Village.

Copies of the bidding documents, including contract provisions and specifications, may be requested by contacting the Public Works Department at CaryPW@caryillinois.com or calling 847-639-0003. It is the responsibility of the bidder to meet all requirements of the bid documents.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Cary for not less than ten percent (10%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

The Village of Cary reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village of Cary, as determined by the Village of Cary. The Village of Cary also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

Dated: June 16, 2017  
Erik D. Morimoto, PE, PTOE  
Director of Public Works / Village Engineer

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# 2017 PARKWAY TREE REPLACEMENT PROGRAM

## OWNER CONTACT INFORMATION

### **Village of Cary (Soliciting Agency)**

655 Village Hall Drive

Cary, Illinois 60013

Attention: Erik D. Morimoto  
Director of Public Works

Telephone: 847-639-0003

Email: CaryPW@CaryIllinois.com

## INVITATION FOR BIDDER'S PROPOSALS

### 1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Furnish all labor, fuel, supplies, and equipment to provide the Village of Cary with installation of replacement parkway trees throughout the Village.

### 2. Defined Terms

All terms capitalized in this Invitation for Bidder's are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

### 3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
  - (2) General Instructions to Bidders;
  - (3) Addenda, if issued;
  - (4) Bidder's Proposal;
  - (5) Bidder's Sworn Acknowledgment;
  - (6) Bidder's Sworn Work History Statement;
  - (7) Other Information Submitted by Bidder, if requested;
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4. **Inspection and Examination**

The Bid Package may be examined at the Village of Cary Village Hall (655 Village Hall Drive, Cary, IL 60013). A digital copy of the Bid Package may also be requested by emailing the Public Works Department at [CaryPW@CaryIllinois.com](mailto:CaryPW@CaryIllinois.com).

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including conditions affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **11:00 a.m.**, local time, **July 11, 2017** at the Village of Cary Village Hall, 655 Village Hall Drive, Cary, IL 60013, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

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# 2017 PARKWAY TREE REPLACEMENT PROGRAM

## GENERAL INSTRUCTIONS TO BIDDERS

### 1. Interpretation of Documents Included in Bid Package

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
- D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatsoever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

- E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Term**

**Cancellation** – The Village reserves the right to terminate the same at any time by giving 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 cancellation or any further payment whatsoever.

4. **Prevailing Wages / Minimum Wage**

Tree replacement is not subject to Prevailing Wage laws. The successful Bidder is subject to minimum wage and other applicable local, state and federal rules and regulations.

5. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

7. **National Pollutant Discharge Elimination System Compliance**

Contractor shall certify that all required training related to applicable National Pollutant Discharge Elimination System permits has been completed by all employees, subcontractors or other vendors working on behalf of the contractor within on Village projects or within the Village's municipal limits.

8. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or

multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

9. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

- B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

10. **Bid Security, Performance Bonds, and Insurance**

- A. Required Bid Security. Every Bidder's Proposal shall be accompanied by Bid Security in the form of a:
  - i. Cashier's Check; or
  - ii. Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or
  - iii. Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

The Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Bid Package; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

- B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.
- C. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms

provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract to Bidder.

- D. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.
- E. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the Contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- i. **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
  - \$1,000,000 per injury – per occurrence;
  - \$1,000,000 per disease – per employee; and
  - \$1,000,000 per disease – policy limit.

- iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track
- General Aggregate Limit \$ 2,000,000
  - Each Occurrence Limit \$ 1,000,000
- iv. **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
- Each Occurrence Limit \$ 1,000,000
- v. **Umbrella Excess Liability** with limits not less than:
- \$2,000,000 over Primary Insurance
- vi. Contractor agrees that with respect to the above required insurance:
- The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
  - The Contractor's insurance shall be primary in the event of a claim.
  - The Village of Cary shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.
  - A Certificate of Insurance that states that the Village of Cary has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The Village of Cary, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an

additional insured under the above reference policy number\_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”

- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

# EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
EXAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<b>EXAMPLE</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Cary may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Cary its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

12. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Bidder has not been awarded the Contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

13. **Qualification of Bidders**

- A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.
- B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.
- C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

14. **Disqualification of Bidders**

- A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether

or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

15. **Award of Contract**

- A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal
- C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

16. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder (“Effective Date of Award”). Owner will prepare two (2) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

17. **Closing of Contract**

A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder (“Closing”) on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“Closing Date”).

B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall:

1. Sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and

2. Submit five (5) executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Bid Package.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been

received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two (2) copies to the successful Bidder at the Closing. The successful Bidder shall tender one (1) copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

18. **Failure to Close**

- A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. **Subsequent Awards.** Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

19. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

# 2017 PARKWAY TREE REPLACEMENT PROGRAM

## SCOPE OF SERVICES

### GENERAL INFORMATION:

The Village of Cary is seeking a qualified contractor to perform installation of replacement parkway trees throughout the Village.

The successful bidder shall furnish all labor, fuel, supplies, and equipment to provide the Village of Cary with parkway tree installation at various locations for the 2017 fall planting season.

The term “Municipalities” and “Village” refers to the Village of Cary.

### SCOPE OF WORK:

The scope of the work includes furnishing all labor, fuel, supplies, and equipment to provide the Village of Cary with installation of replacement parkway trees throughout the Village.

### GENERAL PROVISIONS:

#### 1. Materials

- A. A complete list of trees, including quantities, sizes and other requirements is included.

All plant material shall conform to *American Standard for Nursery Stock*. Trees shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years. They shall have been freshly dug (during the most recent favorable harvest season). Trees shall be so trained in development and appearance as to be unquestionably superior in form, compactness and symmetry. They shall be sound, healthy, vigorous, well branches and densely foliated when in leaf, and free from disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts

of limbs over  $\frac{3}{4}$  inch (2 cm) in diameter that are not completely callused are cause for rejection.

All trees shall be properly labeled and tagged for identification.

Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper.

Substitutions of tree species will not be permitted unless authorized by the Village. If proof is submitted, substantiated in writing, that a tree specified is not obtainable, consideration will be given to the nearest available size or similar variety.

- B. Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be  $\frac{1}{8}$  inch nominal thickness with at least 50 percent having an area of not less than 1 square inch and no piece having an area of more than 6 inches square.
- C. Water shall be provided at no cost by the Village to the Contractor upon request and be suitable for irrigation and free from ingredients harmful to plant life.
- D. Trunk wrapping material, if specified, shall be perforated drainage tubing or similar material approved by the Village, large enough in diameter to prevent abrasion of the trunk and to allow for air circulation between the tubing and the trunk.
- E. Staking of trees is not required.

## **2. Certification**

- A. All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of tree stock.

## **3. Selection and Tagging**

- A. Trees can be subject to inspection for conformity to specification requirements and approval by the Village at their place of growth prior to award of bid.

- B. Trees shall be inspected upon delivery, and the Village reserves the right to reject any trees that do not meet the standards or that have been damaged during shipment. Such approval shall not impair the right of inspection and rejection during progress of the work.
- C. A Contractor's representative shall be present at all inspections.
- D. The Village shall be the sole judge of acceptability of stock at any time during the course of this contract.

#### **4. Digging and Handling Plant Materials**

- A. Trees to be balled-and-burlapped shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of *American Standard for Nursery Stock*, and of sufficient depth to include fibrous and feeding roots. The root collar shall be within the top 2" of the soil ball. Balled and burlapped trees with manufactured balls or balls that are dry, cracked or broken before or during planting operation will not be accepted.

#### **5. Transportation and Storage**

- A. Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.
- B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the Village of Cary may reject the injured tree(s) and order them replaced at no additional cost to the Village.
- D. Trees must be protected at all times from sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wood chips or other acceptable material, and kept well-watered. Trees shall not remain unplanted any longer than 10 days after delivery without permission from the Village. Trees shall not be bound with wire or rope at any time so as to damage the bark or break branches. Trees shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

## **6. Delivery**

- A. Bid prices shall include delivery to the Village's site of 454 Cary Woods Circle, Cary, Illinois. It is the Contractor's responsibility to verify delivery date to ensure planting is completed per contract.
- B. The Village will offer the use of the Public Works Facility as a staging area for trees.
- C. The Contractor shall give the Village notice of delivery time 3 to 5 days prior to delivery.

## **7. Excavation of Planting Areas**

- A. The Village will stake all planting areas. The Contractor will notify J.U.L.I.E. to verify location of underground utilities before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- B. The Contractor shall excavate planting areas as shown in the field.

The planting hole shall be 1.5 to 2 times the diameter of the soil ball.

The soil pad on which the soil ball or root ball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling.

- C. Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices prior to leaving the site.
- D. The Contractor shall notify the Village, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.
- E. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Village shall designate alternate planting locations.

## 8. Planting Operations

- A. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.
- B. Trees shall be set with the top of the root collar at or slightly above finished grade. Trees must be centered in the hole and set plumb. Trees shall be set so that they will be at the same depth 1 year after planting.
- C. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.
- D. For all trees moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly soaked with water after planting.
- E. Removal of ropes, strings, wire baskets, burlap, and other wrappings from B&B plants.

### *If tree is in wire basket:*

After the tree has been set and one half of the backfilling completed to support the ball, ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half of the ball. The balance of the wrappings may be left intact around the bottom half of the ball. If the root collar is deep in the ball, remove excess soil away from the trunk using hands, not tools.

### *If tree is not in wire basket:*

Once the tree is set and backfilled, any rope, string or twine should be removed from around the trunk. The Contractor will ensure that within 60 days, all ropes, strings, burlap, and other wrappings will have decomposed so as not to restrict growth of trunk and roots. If this has not occurred, the contractor must remove the restricting materials within one week of notification by the Village.

- F. Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Prevent puddle soil conditions by avoiding compaction once the soil is wet. If burlap and wrappings are not removed

they must be covered with soil. Water will be provided at Public Works by the Village at no charge.

- G. Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.
- H. All trees shall be mulched over the root system with a 3-4 inch layer of aged wood chips or bark immediately after planting. Mulching material shall be pulled back no less than 3” and no more than 6” from trunk.
- I. Trees shall be thoroughly watered immediately after planting.
- J. All twine, rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after planting is completed.
- K. Trees that require a spring planting shall be dug and planted as soon as the weather permits.

## **9. Cleanup**

- A. Soil, branches, binding and wrapping material, or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

## **10. Acceptance**

- A. The Village shall perform an inspection with the Contractor of all plant material after the original planting to note and correct any discrepancies.
- B. Acceptance of plant material by the Village shall be for general conformity to specified size, character, and quality, and shall not relieve the Contractor of responsibility for full conformity to the contract documents, including correct species.
- C. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the Village, the Village shall certify in writing that the work has been accepted. Any plant work so accepted will be paid within 30 days at the contract bid price, unless previously negotiated otherwise.
- D. Work may be accepted in parts where the Village and Contractor deem that practice to be in their mutual interest. Approval must be given in writing

by the Village to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

**11. Guarantee Period and Replacement**

- A. The Contractor shall guarantee all trees to be healthy and in flourishing condition for one year from written date of acceptance. The guarantee does not include vandalism, storm damage, animal damage or mechanical damage unrelated to contractor activities.

# 2017 PARKWAY TREE REPLACEMENT PROGRAM

## BIDDER'S PROPOSAL

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

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

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

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

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

To: Village of Cary (“Owner”)  
655 Village Hall Drive  
Cary, Illinois 60013  
Attention: Office of the Village Clerk

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including any Addenda, which are securely stapled to the end of this Bidder's Proposal (“Bid Package”).**

**Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.**

1. **Work Proposal**

- A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and

authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

**SCHEDULE OF PRICES**

COMPLETE FOLLOWING PAGE



## BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- a. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
- b. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
- c. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
- d. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
- e. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
- f. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

### 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and

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agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Bid Package.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

- A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified.** Bidder warrants and represents that it 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 Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.
- D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

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7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest/Witness:

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**BIDDER'S SWORN ACKNOWLEDGEMENT**

\_\_\_\_\_ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

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2. **Partnership**

**ACKNOWLEDGEMENT**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

**NAME**

**ADDRESS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE) ADDRESS**

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

**[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]**

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**ACKNOWLEDGEMENT**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and Sworn to

My Commission Expires:

\_\_\_\_\_ before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

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## **BIDDER'S SWORN WORK HISTORY STATEMENT**

\_\_\_\_\_ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

### **IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

### **JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's  
business:

2. **Composition of Work**

During the past three years,  
Bidder's work has consisted of:

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: \_\_\_\_\_ Years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

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NAME	ADDRESS	YEARS
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<b><u>ISSUING AGENCY</u></b>	<b><u>TYPE</u></b>	<b><u>NUMBER</u></b>	<b><u>EXPIRATION</u></b>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<b><u>PROJECT ONE</u></b>	<b><u>PROJECT TWO</u></b>	<b><u>PROJECT THREE</u></b>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

**PROJECT ONE**

**PROJECT TWO**

**PROJECT THREE**

Contractor \_\_\_\_\_  
(If Bidder was) \_\_\_\_\_  
(Subcontractor) \_\_\_\_\_

Amount of Contract \_\_\_\_\_

Date Completed \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and Sworn to My Commission Expires:  
\_\_\_\_\_ before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public [SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENT**