

TREE TRIMMING/REMOVAL PROGRAM FOR CITY OF DARIEN PARKWAYS

The City of Darien, Illinois will receive sealed bids until 11:30 A.M. on the 12th day of November 2025, at the Office of the City of Darien, 1702 Plainfield Road, Darien, Illinois 60561, for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties - Unit Pricing. All Bids received will be publicly opened and read aloud on said date and time at the City Hall, 1702 Plainfield Road, Darien, Illinois 60561, before the Municipal Services Director or his designee.

The specifications are on file and available for inspection and copies will be available at the City and online at the City's website www.darien.il.us.

No bid shall be withdrawn after the opening of the bid without the consent of the City for a period of sixty (60) days after the scheduled time of opening and reading bids.

The Mayor and City Council reserves the right to reject any and all bids or parts thereof, to waive any informalities, technicalities and irregularities in bidding, and to disregard all nonconforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

CITY OF DARIEN, ILLINOIS

INVITATION TO BID

TREE TRIMMING/REMOVAL PROGRAM FOR CITY OF DARIEN PARKWAYS

ISSUED: October 30, 2025

BID OPENING: November 12, 2025 at 11:30 a.m.

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I. INSTRUCTIONS TO BIDDERS

OVERVIEW

The City of Darien Municipal Services Department is requesting bids for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties - Unit Pricing. ("the Project") within the City of Darien, Illinois ("City"). The contract shall call out for two additional contract extensions for December 1, 2026 through November 30, 2027 and December 1, 2027 through November 30, 2028. See the Bid Specifications prepared by the City of Darien for details on the Project ("Bid Specifications"). In order to be responsive, SEALED BIDS must be signed and received by the City of Darien, 1702 Plainfield Road, Darien, Illinois 60561 **no later than 11:30 A.M. local prevailing time on November 12, 2025.** All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project, which described in detail, consists of the following:

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties and two optional contract extensions for December 1, 2026 through November 30, 2027 and December 1, 2027 through November 30, 2028 - Oral, telephonic, facsimile or electronically transmitted bids shall not be considered. No oral comments will be made to any Bidder as to the meaning of the Plans and specifications or other contract documents. Any requests shall be made in writing and directed to Daniel Gombac at dgombac@darienil.gov. Inquiries received in writing within three (3) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware and the City will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the City) from any officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the City. The City will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. **The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation.** Failure of a bidder to include a signed formal Addendum in its bid quotation shall deem its quotation nonresponsive; provided, however, that the City may waive this requirement in its best interest. Any references in the Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The City hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

BID SPECIFICATIONS FOR:

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

**Two optional contract extensions for December 1, 2026 through November 30, 2027 and
December 1, 2027 through November 30, 2028 will be considered.**

SCOPE OF WORK:

The City of Darien, Illinois is requesting bids for

1. The Municipal Services Department is seeking bids for Unit Pricing for **Tree Trimming, Removals and Stump Grinding within the City of Darien Parkways**
2. The Municipal Services Department is seeking bids for Unit Pricing for **Tree Trimming, Removals and Stump Grinding within residential private properties**. The private property applications will include a rear yard, side yard, and front yard.
3. The project is scheduled for commencement on December 1, 2025 and be completed by no later than March 1, 2026. Two optional contract extensions for December 1, 2026 through November 30, 2027 and December 1, 2027 through November 30, 2028 will be considered.

1. SCOPE

A. EXAMINATION OF SITE – PROJECT SUMMARY

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of tree trimming required under this contract. The 2025-26 Tree Trimming Contract shall consist of trimming approximately 1,750 City parkway trees: see Attachment A for project location. The contract shall also provide unit pricing for tree removal services and stump removal that could be required. Should conditions warrant tree removal, services would be required for an eight-inch minimal diameter by height (DBH) per tree. The tree removal and stump grinding service shall be in force from the award of contract date to November 30, 2026. The optional 2026-27 and 2027-28 contract shall have the same quantities.

The contract shall also entertain emergency tree services to be in force from the award of contract date to November 30, 2026. The unit cost per hour for this item will consist of a 2 (two) man crew with operating equipment and a minimal of a 15 cubic yard capacity chip truck, and a minimal of a 100 H.P. brush chipper. It has been estimated that the City of Darien will utilize these services for an estimated quantity of 50 (fifty) hours.

PRIVATE PROPERTY PROGRAM

In addition to this contract the City of Darien will entertain a “Tree Trimming and Removal Program.” within residential private properties. The Program will allow residential requests Citywide to participate. The specifications will include trimming as specified within the contract except for the height clearance. The height clearance would be reduced to a minimal of 8-12 feet or defined as:

To remove under branches as to permit clearance of approximately **8-12** feet, where practical to allow

passage from individuals. The trimming and removal will be limited to the resident's property. The typical lot size is 75 feet by 140 feet with an average of three-to five trees per lot. Emergency services will not apply to this Program. Removals and stumping will apply to the Program. In the event that a removal is requested, the resident will be required to provide a thirty six (36) inch minimal opening through gates.

This item will be entertained through the contract at the unit pricing as designated within the Schedule of Prices and the property owner shall be responsible for the remittance. The awarded vendor will provide a standardized invoice with a copy of the receipt upon payment from the resident. The program shall be in full force for Private Property Trimming and Removal until May 1 of 2026, 2027 and 2028.

B. DAMAGE TO PROPERTY

Any damage to private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs. The Contractor shall inform the City of Darien of any damage caused by the Contractor's operation on the day such damage occurs.

C. BASIS OF PAYMENT – AWARD TO CONTRACT

The Contractor shall be paid for the work described herein on a per tree basis for each work area. Partial payment shall be made to the Contractor as work progresses but, in no case, shall payment be made on trees not completed to the satisfaction of the City and in accordance with these specifications and accepted arboricultural practices. Diameters of trees trimmed shall be measured with a standard diameter tape at four and one half (4-1/2) feet from the ground. In the case of multi-stemmed trees, whose crotch is four and one half (4-1/2) feet from the ground or lower, measurement will be taken one foot below the crotch. All trees over (six) 6" DBH will be trimmed. Fruit bearing and flowering trees will not be trimmed unless authorized by the City. The contract will be awarded on the total cost from the attached Schedule of Prices.

D. STARTING AND COMPLETION REQUIREMENTS

Work shall commence on or about December 1, 2025, or at a time mutually agreed upon by the Contractor and the Street Department Supervisor. All work shall be completed prior to March 1, 2026. Fifty percent (50%) of the dollar value of the contract shall be completed by January 15, 2026, as an indication that the Contractor is satisfactorily progressing toward completion of the contract.

E. WORKING HOURS

The Contractor shall schedule work between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. Additional hours may be utilized as authorized by the Street Department Supervisor or his representative.

F. TRIMMING SPECIFICATIONS

Updated Pruning Standards: Tree trimming must reflect **current ANSI A300 and ISA Best Management Practices**. Practices such as lion's tailing and excessive canopy thinning are prohibited. The focus will be on structural pruning and promoting interior growth, with crown cleaning for mature trees and structural pruning for younger trees.

1. The purpose of this tree trimming operation shall be:
 - a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.

- b. To remove under branches to permit clearance of approximately sixteen (16) feet, where practical to allow passage of second class motor vehicles on the street side of the tree and approximately twelve (12) feet on the parkway side of the tree.
 - c. To remove under branches around all street signs and/or streetlights, 8 feet around and above such objects.
 - d. To remove all interior interfering branches, and one of all crossed or rubbing branches were practicable so the removal thereof will not leave large holes in the general form of the tree.
 - e. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate life of the tree.
 - f. To remove trunk suckers and water sprouts especially where they are present below the bottom one half (1/2) of the tree.
 - g. To improve the appearance of the tree trimmed.
2. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of trees being trimmed.
 3. In lifting the bottom branches of trees for under clearance, care should be given to the symmetrical appearance of the entire crown.
 4. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Clean cuts shall be made at all times.
 5. All limbs to be removed must be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. All limbs must be brought to the ground in such a manner as to prevent any damage to real or personal property, publicly or privately owned.
 6. Any visible girdling roots, structural weakness, decayed trunk or branches, or split crotches or branches in the tree should be reported to the Street Department Supervisor in writing.
 7. No person working in trees shall use shoes with spikes, or any other footwear which will, in the opinion of the Street Department Supervisor, injure the tree being trimmed. At no time shall any person working in trees for pruning purposes, wear spurs or climbing irons.
 8. The Contractor shall clean up and dispose of all debris resulting from the trimming operation, including raking all lawn areas and sweeping paved areas. All work areas shall be cleaned up by the end of each work day. In addition, no Elm logs will be left or given to any resident. All such logs must be disposed of outside the City limits.
 9. All debris from trees which may not have been acceptably or sufficiently trimmed initially, and which require additional trimming or other work prior to payment, will be considered incidental.

To avoid misunderstanding, the terms in parts 1.a and 1.e above will be used as defined below:

SUCKER GROWTH

The bushy and undesirable growth of small shoots on the trunk of a tree or on major limbs in close proximity to the trunk, usually not following the general pattern of the tree.

INTERFACING BRANCHES

The bushy and undesirable growth of small shoots on the trunk of a tree or on major limbs in close proximity to the trunk, usually not following the general pattern of the tree.

INTERFACING BRANCHES

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

G. INSPECTION OF WORK

All work must be completed to the satisfaction of the Street Department Supervisor, or his representative, and any questions as to proper procedures or quality of workmanship will be solved by same.

H. DISCONTINUANCE OF WORK

Any practice that is hazardous as determined by the Street Department Supervisor or his representative shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice to discontinue such practice.

I. PERSONNEL AND EQUIPMENT

- **Equipment Requirements:** Contractor must have a **minimum of two-bucket trucks, with a reach of 60'** to ensure efficient and safe operations. This redundancy allows work to continue without delays if a truck becomes unavailable.
- **Material Representation:** Any false information regarding qualifications, labor, or equipment constitutes grounds for contract termination.
- The Contractor shall supply all material, equipment and personnel necessary to complete the work specified.

J. WORK CREW SUPERVISION

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Street Department Supervisor or his representative. The contractor's supervisor shall be responsible for communicating with any resident when required to do so.

K. PROTECTION OF OVERHEAD UTILITIES

Tree trimming operations may be conducted in areas when overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his

operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility, delays encountered by the Contractor in waiting for the utility to complete work shall not be the responsibility of the Contractor.

L. SAFETY STANDARDS

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1. Violation of these safety standards will result in contract termination
2. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with appropriate departments.
3. The Contractor shall provide adequate barricades, flagmen, signs and/or warning devices during the performance of the Contract to protect motorists and shall not be deemed as sufficient or adequate protection. Questions or sufficiency shall be resolved to the satisfaction of the Street Department Supervisor.

M. TREE LOCATIONS

Trees to be trimmed will be those designated by the Superintendent of Municipal Services or his designee and located on City right-of-ways in the following area: (See Attachment A).

N. CHIP DISPOSAL

Disposal of chips generated by work described within this contract will be the responsibility of the Contractor. The Contractor may be asked to drop chips at the City chip pile at 1041 S. Frontage Road.

O. QUESTIONS

All questions should be directed to:

Kris Throm, Superintendent
CITY OF DARIEN
1041 S. Frontage Road
Darien, IL 60561
(630) 514-3453

John Carr, City Forester
CITY OF DARIEN
1041 S. Frontage Road
Darien, IL 60561
(630) 514-1531

Paul Devine
CITY OF DARIEN
1041 S. Frontage Road
Darien, IL 60561
(630) 743-1203

P. COSTS

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered severally and collectively.

Q. ADDITIONAL INFORMATION

1. A statement of the items of equipment which the bidder proposes to use on the project, together

with a statement noting which of these items of equipment the bidder owns, and separately those items which he does not own but is certain he will be able to rent or otherwise has access to use.

2. At least three (3) references who can attest to the Contractor's ability to fulfill this contract. Include names, addresses, e-mail addresses and phone numbers.
3. List of Certified Arborists on staff and their certification numbers.
4. Project Timelines: Tree removals and stump grindings must be completed within a one week timeframe. Or a mutually agreed-upon timeframe. Delays must be communicated to the City promptly.
5. Public Communication: Contractor shall implement a system to inform residents of scheduled tree work and emergency responses to minimize disruption.

R. EMERGENCY TREE SERVICE

- **Storm Events** - The Contractor shall provide emergency tree services to the City in the event that such services become necessary. The cost for this item will consist of a Bucket Truck with an Operator and a minimum 15 cubic yard capacity chip truck with a 2-person crew of, and a minimal of a 100 H.P. brush chipper. Work shall begin within twenty-four (24) hours of notification by the City or their representative. Additional crews may be required pending the severity of the emergency.
- **Emergency Callout:** Must include a bucket truck with an operator and a chipper truck with a 2-person crew.
- **Natural Disaster Response:** Contractor must be available within a **maximum of a three hour timeframe**, or an agreed upon reasonable timeframe. To assist with tree trimming or removal following tornadoes, ice storms, derechos, or other disasters.

S. TREE REMOVAL SERVICES

- Tree removal will be provided by the contractor. The unit cost for removal will be based on an 8 (eight) inch minimal diameter. Grinding of stump and leveling of chips is to be included in quoted cost.
- **Stump Grinding:** All stumps on the removal list must be ground **18''-24''** below the adjacent grade. Upon grinding chips must immediately leveled. Removals and grindings are expected to be completed within two weeks of the removals.

T. PAYMENTS

Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the City of Contractor's dated Invoice for the amount being requested. Invoices should include the following information:

- ☐ Name and address of contractor
- ☐ Dates of service
- ☐ Quantities and Description of Services
- ☐ Current invoice amount

A. The payout will be submitted by the awarded as a final payout request based upon final quantities at the respective unit prices.

B. All private property tree-planting invoices shall be submitted directly to the property owner for payment. The vendor shall provide a quote to all private property participants.

GENERAL PROVISIONS

Contract – The successful bidder will be required to enter into a standard form contract, (attached in Section III page 38) with the City of Darien within ten (10) days of notice of bid award (hereinafter referred to as the “Contract”).

Period of Performance - Actual work cannot begin until the City issues a written Notice to Proceed to the Contractor. In order to receive said Notice, the Contractor shall submit to the City for its approval all the necessary contracts and insurance. City approval of the contracts and insurance shall be evidenced by its issuance of the signed contract by the City and the Notice to Proceed. The City reserves the right to terminate the relationship with the successful bidder if these documents are not submitted to and approved by the City within ten (10) days of notice of bid award.

Assignment – Successful bidder shall not assign the work of this Project without the prior written approval of the City.

Compliance with Laws – The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees’ rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. If awarded the Contract, contractor must comply with all provisions, including, but not limited to, providing certified payroll records. Contractor shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor is required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Indemnification - The selected contractor shall indemnify and hold harmless the City of Darien (“City”), its officials, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of , or in performance of any of the provisions of the Contract Documents, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the “Worker’s Compensation Act: or any other law,

ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officials, officers, directors, agents, employees, or representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith.

BID SUBMISSION REQUIREMENTS

Bidder must submit one (1) complete, sealed, signed and attested copy of the bid, and shall have provided all requested information, and has submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in said copy in order to be considered responsive.

Once submitted, no bid may be withdrawn without the City's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the City opens them. Each bidder is responsible for reading the bid documents and determining that the specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the City of any inappropriate service, brand name, and component, or equipment called for by the City in the Specifications and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and material to be delivered, and no such claim shall relieve a bidder from its obligation to perform. All bids must be made only on the forms provided by the City and must be made in accordance with this Invitation to Bid and Specifications.

Bidder Summary Sheet – Page 14 - includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

Unit Price Bid Sheet – Page 15 - includes the Unit Price Bid Sheet that must be completed and submitted with the bid package.

Bid Deposit – 5% bid deposit is required to be submitted with this bid based on the City's parkway total.

References - Page 24 – Bidders shall provide the City with the names and contact information of three (3) references for which they have performed similar work. The bidders grant City permission to contact said references and ask questions regarding prior work performance. City shall use the information gained from bidder's references to further evaluate the bidders.

Insurance – Page 29 – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the City's Insurance Requirements attached, see pages 25 – 34.

Bidders must sign and submit with the bid, the Insurance Requirements Page 29, as recognition of the insurance coverage and amounts (hereinafter referred to as “coverage(s)”) that will be required to be in place before the commencement of any work by the successful bidder. By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverage in place, that the bidder has checked with their insurance carrier and verified that the coverage and endorsements requested will be able to be obtained by the bidder within ten (10) days after the date of the Notice of Award of the Contract. The bidder has the sole responsibility of verifying that the coverage and endorsements will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage’s. The bidder also represents that they have taken the insurance requirements into account and at the bidders’ sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the City of Darien be obligated to incur any additional expense, nor will the City increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein. **Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverage’s the bidder currently has in force.** Upon award of the contract, any insurance policies providing the coverage required of the Contractor shall be specifically endorsed to identify *“The City of Darien, and their respective officers, officials, directors, employees and agents as Additional Insured’s on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”* If the named insured’s have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a “Waiver of Subrogation in favor of the Additional Insured’s in regards to General Liability and Workers Compensation coverage’s.” The certificate of insurance shall also state this information on its face and endorsements will be required to be submitted if awarded the contract. Certificates of insurance must state that the insurer shall provide the City with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies.

Bid Price - The submitted bid price shall include all permits, insurance, goods/materials/ equipment, work and expense necessary to perform the work in accordance with the Specifications included in this bid packet. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the City is exempt.

EVALUATION OF BIDS/BIDDERS The City reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The City reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the City, or to reject any and all bids submitted. Conditional bids, or those which take exception to the Contract documents without prior written approval from the City, may be considered non-responsive and may be rejected. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the Contract documents, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The Contract shall be awarded to the lowest responsive, responsible bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, completion date, responsiveness to the specifications, and the experience. Award of the contract is subject to the City of Darien City Council approval. The City award will be made within thirty (30) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit all of the following items:

Sealed Bid Envelope - Addressed to the City of Darien, Attn: Municipal Services Department 1702 Plainfield Rd, Darien, IL 60561, and labeled: Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

- ☐ In the lower left hand corner.
- ☐ Bid - Bidder must submit one (1) complete, sealed, signed and attested copy of the bid and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in said copy in order to be considered responsive.

All forms completed from Section II:

- ☐ Bidder Summary Sheet – page 14
- ☐ Unit Price Bid Sheet – page 15
- ☐ Business Organization – page 19
- ☐ Certificate of Eligibility to Enter into Public Contracts – page 20
- ☐ Sexual Harassment Policy – page 21
- ☐ Equal Employment Opportunity – page 23
- ☐ References – page 24
- ☐ Insurance Requirements – pages 25 - 34

SECTION II

BIDDER SUMMARY SHEET

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien Parkways and Tree Trimming, Removals and Stump Grinding for Private Properties 2025/2026

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices – 2025/26

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750		
A 2	Tree Removal cost per DBH 8-inch Minimal	Per Inch	100		
A 3	Stump Removal	Each	20		
	Sub-Total A1 – A3				
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1		
B 2	Tree Trimming - Back Yard	Each	1		
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1		
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1		
B 5	Stump Grinding – Front Yard	Each	1		
B 6	Stump Grinding – Back Yard	Each	1		
	Sub-Total B1 – B6				
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper-Per Item R	Hourly	40		
	Sub-Total C1				
	Total Cost Sections A, B and C				
	Bid Bond is 5% of Total Costs- Sections A, B and C				

The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.

Schedule of Prices – 2026/27

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750		
A 2	Tree Removal cost per DBH	Per Inch	100		
A 3	Stump Removal	Each	20		
	Sub-Total A1 – A3				
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1		
B 2	Tree Trimming - Back Yard	Each	1		
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1		
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1		
B 5	Stump Grinding – Front Yard	Each	1		
B 6	Stump Grinding – Back Yard	Each	1		
	Sub-Total B1 – B6				
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40		
	Sub-Total C1				
	Total Cost Sections A, B and C				
	Bid Bond is 5% of Total Costs- Sections A, B and C				

The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.

Schedule of Prices – 2027/28

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750		
A 2	Tree Removal cost per DBH	Per Inch	100		
A 3	Stump Removal	Each	20		
	Sub-Total A1 – A3				
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1		
B 2	Tree Trimming - Back Yard	Each	1		
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1		
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1		
B 5	Stump Grinding – Front Yard	Each	1		
B 6	Stump Grinding – Back Yard	Each	1		
	Sub-Total B1 – B6				
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket	Hourly	40		
	truck and 15 cubic yard capacity truck with a				
	100 hp brush chipper				
	Sub-Total C1				
	Total Cost Sections A, B and C				
	Bid Bond is 5% of Total Costs- Sections A, B and C				

The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.

TOTAL COST SUMMARY

Summary Costs	2025/2026	2026/2027	2027/2028
Total Cost of A, B & C			

The contract will be awarded on a total sum of A, B and C.

Firm Name: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

ACCEPTANCE: This proposal is valid for 150 calendar days from the date of submittal.

List of Certified Arborists on staff and their certification numbers

NAME	CERTIFICATION NUMBER
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

NOTE: The vendor may submit their own list of certified arborists and their certifications numbers.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

_____ Corporation: State of incorporation: _____

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this bid, it is understood that the City of Darien reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Business Name

Corporate Seal)

Signature

Print or type name

Title

Date

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify
and say that I am _____

(insert "sole owner," "partner," "president," or other proper title) of

_____, the Prime Contractor submitting
this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local
government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of
any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This _____ Day

of _____, 20__.

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must: "Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added) Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, having submitted a bid for _____

(Name of Contractor) for _____ (General Description of Work Bid on) to the City of Darien, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This _____ Day

of _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees:

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

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

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

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

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

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor

EQUAL EMPLOYMENT OPPORTUNITY – continued

will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract”, however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

WITNESS _____

DATE: _____

REFERENCES

ORGANIZATION: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF PROJECT: _____

ORGANIZATION: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF PROJECT: _____

ORGANIZATION: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF PROJECT: _____

Bidder's Name: _____

Signature & Date: _____

CITY OF DARIEN CONTRACTUAL INSURANCE GUIDELINES

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the **City of Darien** named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 04 13 (Exhibit C). **CG 20 37 - Completed Operations – (Exhibit D) Required if box is checked ☐ ; and**

- A. Owners and Contractors Protective Liability (OCP) policy with the **City of Darien** as insured **Required if box is checked ☐ ; and**
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
Coverage required for employee exposure to lead, if box is checked ☐.
- D. Builder Risk Property Coverage with **City of Darien** as loss payee
Required if box is checked ☐.
- E. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. **Required if box is checked ☐.**

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following: **(if required under above Scope of Insurance)**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the **(City of Darien)**. At the option of the **City of Darien**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **City of Darien**, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The **City of Darien**, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Darien, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the **City of Darien**, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **City of Darien**, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **City of Darien**, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the **City of Darien**, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by **City of Darien**. This specifically

includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the **City of Darien**, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than **City of Darien's**, if the **City of Darien** is borrowing, leasing or in day to day control of contractor's employee.
Required if box is checked ☐.

C. Professional Liability (Required if box is checked ☐)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

1. No Waiver. Under no circumstances shall the **City of Darien** be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2. Each insurance policy required shall have the **City of Darien** expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the **City of Darien** with certificates of insurance naming the **City of Darien**, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the **City of Darien** before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. The **City of Darien** reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION: (include as separate section of the contract.)

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the **City of Darien**, 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 **City of Darien**, 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 **City of Darien**, 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 **City of Darien**, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **City of Darien**, its officials, employees and agents as herein provided.

Optional Paragraph: The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the **City of Darien**, may be retained by the **City of Darien** to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the **City of Darien**

III. **SAFETY/LOSS PREVENTION**

It is recommended that the following requirements be included in some form in all **City of Darien** bid packets and that compliance be confirmed prior to initiation of contract work:

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

G:\IRMA Organization\WEBSITE\WORD DOCUMENTS\BEST PRACTICES-MODEL POLICIES\Model Risk Management Handbook\Recommended Contractual Insurance Guidelines-2013.doc

Adopted 1/2002
Revised 2/2005
Revised 1/2011
Revised 6/2011
Revised 5/2013
Revised 2/2015

ACKNOWLEDGEMENT BY:

Name

Date

(Attach Certificate of Insurance)

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

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
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

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT D

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
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".

EXHIBIT E

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Name of Contractor	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Name of Insurance Company	NAIC # Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS		Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE	Y Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request
	DED ☐ RETENTION \$					AGGREGATE \$ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	WC STATU- TORY LIMITS ☒ OTH- ER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested.)		Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.
No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
Member named as cancellation notice recipient.

CERTIFICATE HOLDER Name of Member	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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VENDOR INFORMATION

The project is scheduled for a December 1, 2025 start date, and to be completed by no later than March 1, 2026. Two optional contract extensions may be considered and will be reviewed for recommendation by November of the respective subsequent year.

TO BE COMPLETED BY VENDOR

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: Office _____ Mobile _____

FACSIMILE NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

CITY OF DARIEN CONTRACT

This Contract is made this _____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH: In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for 30 days from that date until final completion. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any

injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. If awarded the Contract, contractor must comply with all provisions including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the City Administrator or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor _____

Date: _____

FOR: THE CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

