



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval for Brush & Leaf Collection Services with Kramer Tree Specialists, Inc.		
Presenter & Title:	Nate Landers Superintendent of Streets, Fleets, and Facilities		
Date:	March 11, 2019		
<i>Please Check Appropriate Box:</i>			
x	Committee of the Whole Meeting		Special Committee of the Whole Meeting
x	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EMS – 2			
Estimated Cost: \$1,987,328.80		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The Brush and leaf contract expired in December of 2018. Staff issued and RFP and posted notices on the City's website and in the Daily Herald on February 15th for combined brush and leaf services. The contract terms are for a 5-year period for both brush and leaf collection. Proposals were opened on March 5th and the City received two proposals. Attached for your review is a memorandum outlining staff's review of the received proposals.</p> <p>While Kramer Tree Specialists is not the lowest proposer, it is the staff's recommendation to continue to use Kramer Tree Specialist for brush and leaf collection. Kramer has performed the services for 10 years, is familiar with and has preformed municipal leaf pick up programs, and is a known quantity to the City.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Tab • Superintendent memo 			
Voting Requirements:			
<p><i>This motion requires 6 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Staff requests that City Council approves the attached resolution authorizing the City Administrator to enter in to contract with Kramer Tree Specialists, Inc. for brush and leaf collection service in the amount not to exceed \$1,987,328.80.			

RESOLUTION NO. 2019-24

**RESOLUTION AUTHORIZING EXECUTION OF
Authorization for the City administrator to contract with Kramer Tree Specialists, Inc. to
perform brush and leaf collection services**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE
COUNTY, ILLINOIS**, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of
the City of Geneva, a contract with Kramer Tree Specialists, Inc. in the form attached hereto, relating
to brush and leaf collection services.

SECTION 2: This Resolution shall become effective from and after its passage as in
accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 18th day of
March, 2019

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 18th day of March, 2019.

Mayor

ATTEST:

City Clerk



**PUBLIC WORKS DEPARTMENT
MEMORANDUM**

Date: March 7, 2019

To: Rich Babica, Director of Public Works

From: Nate Landers Superintendent of Streets, Fleets, and Facilities

Re: Brush and Leaf collection Program.

After reviewing the proposals submitted for the brush and leaf collection program and contacting their references, staff has a few concerns. Trees "R" Us Inc. is the lowest bidder.

- All listed references utilize Trees "R" Us as a supplemental crew to their own in-house brush collection. They have not been used as the lead agency on brush collection
- No references have ever used them for leaf collection. While speaking with Trees "R" Us they have admitted that they have not conducted a municipal leaf collection program
- Trees "R" Us performs hurricane disaster relief recovery efforts and a reference related a concern over availability of crews when a hurricane occurs
- As of the date of this memo Trees "R" Us has yet to submit an equipment asset list. Staff is not sure how much equipment they have to perform leaf and brush collection.
- The total 5-year cost of the program is \$1,952,873.60 with a net savings of \$34,455.20 over the 5-year term

Kramer Tree Specialists is not the lowest bidder.

- Holding their leaf collection price to the same cost it was this year for the next five years.
- Lowered their cost of brush collection over the next five years.
- Staff knows KTS has the equipment to perform the services in a timely manner
- They are a known quantity that has performed brush and leaf services for the City for over 10 years
- The total 5-year cost of the program is \$1,987,328.80

Based on the concerns listed above, the importance of the brush and leaf collection program, the lack of experience in a municipal leaf collection program and the impact it has on residents, it is staff's recommendation to use Kramer Tree Specialist, a known quantity, for the brush and leaf collection services.

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of March, 2019, by and between the City of Geneva organized and existing under and by virtue of the laws of the State of Illinois,

known as the party of the first part, hereinafter designated as the Owner, and _____

Kramer Tree Specialists, Inc.

_____ his or their executors, administrators, successors or assignees, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract and agree with the said Owner for and in consideration of the payments and agreements provided in the proposal hereto attached, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified.

The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications and the plans, which plans are signed and accompany this contract and these specifications. The specifications and plans prepared by the said Owner are intended to cooperate and all specifications, plans, drawings and prints furnished by the Contractor shall cooperate herewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans drawings or prints, the same as thought the work was contained and described in all.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City Council and their properly authorized agents, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The City Council shall have full power to reject or condemn all materials furnished or work performed under this contract, which in their opinion, do not conform to the spirit and to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Owner and said Contractor that the City Council shall determine all questions in relation to the work and the construction thereof, and they shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor, and their estimate and decision shall be final and conclusive; and such estimate and decision, in case any question may arise, shall be a condition precedent to the right of said contractor to receive any money or compensation for anything done or furnished under this contract.

The said Contractor further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials, and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans, and specifications and the requirements of the City Council under them.

The said prices shall cover the cost of all plants and tools and of the work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented material, appliances and processes used in the work performed, tools and plant employed, and materials and labor furnished hereunder and against all claims for patents, patented materials, appliances and processes used in or on account of the work under this contract.

It is also understood and agreed that the Special and General Provisions, Specifications, Proposal, and Contract Bond for Curbside Brush & Leaf Collection Programs dated

March 2019 hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

CONTRACT

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have set their hands and seals.

For the City of Geneva
Party of the First Part

By

Michael J Bruno
Michael Bruno
Mayor Pro Tem



Attest:

[Signature]
City Clerk

For the Contractor
Party of the Second Part

(If a Corporation)

Corporate Name Kramer Tree Specialists, Inc.

By

[Signature] President
President, Party of the Second Part

(If a Co-Partnership)

[Signature]

Secretary
(Corporate Seal)

_____(SEAL)
_____(SEAL)
_____(SEAL)

Partners doing business under the firm name of

Party of the Second Part

(SEAL)

(If an Individual)

_____(SEAL)
_____(SEAL)
Party of the Second Part

REQUEST FOR PROPOSALS

FOR

Brush and Leaf Collection Services



CITY OF GENEVA

February 2019

REQUEST FOR PROPOSALS
Brush and Leaf Collection
Services
City of Geneva

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Geneva, Illinois for specifications for Brush and Leaf Collection services.

The City of Geneva is seeking qualified contractors with experience and interest to present their qualifications and capabilities to provide brush and leaf collection services for the City of Geneva, Illinois.

Proposal forms and specifications are available for pick-up at the City of Geneva, Public Works Facility located at 1800 South Street, Geneva, IL 60134 or on the City's website at www.geneva.il.us.

If interested in this RFP, please notify Nate Landers by email at nlanders@geneva.il.us so you may be added to the notification list for addendums. Failure to notify Mr. Landers could result in missing important and required information, and could result in disqualification of proposal.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of Geneva reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Proposals are due and will be accepted until 10:00 A.M. on Tuesday, March 5, 2019 with the following provisions:

1. Three (3) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or another digital medium) containing a PDF copy must be submitted.
2. RFP/ Qualifications are to be contained in Sealed Envelopes marked with the RFP Title ("Brush and Leaf Collection Services"), Proposal Due Date and Time.
3. **PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED!**

Proposals shall be submitted to: City of Geneva, Department of Public Works
22 South First Street
Geneva, Illinois 60134
Attn: Nate Landers, Superintendent of Streets, Fleets, and Facilities.

Any submittal unsealed or unsigned, received via fax transmissions, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

The City of Geneva reserves the right to reject any and all proposals or parts thereof, to waive any irregularities or informalities in proposal procedures and to award the contract in a manner best serving the interest of the City.

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS

CONTRACT DOCUMENTS: The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract:

- a. Legal and Procedural Documents
 - 1. Notice to Bidders
 - 2. Proposal
 - 3. Proposal Guaranty
 - 4. Contract
 - 5. Contract Bond
- b. General Conditions of the Contract
- c. Special Conditions
- d. Detailed Specific Conditions
- e. All Supplemental Agreements

OWNER: The city, sanitary district or other municipality, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers, or employees.

CONTRACTOR: The Bidder awarded the Contract for the work.

SUBCONTRACTOR: The individual, firm, partnership, or corporation to whom the Contractor, with written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.

PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

PROPOSAL GUARANTY: The security designated in the proposal to be furnished by the bidder as a guaranty that said bidder will enter into a contract with the Owner for the acceptable performance of the work and will furnish the required contract bond, if the work is awarded to him.

CONTRACT: The written agreement covering the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the notice to bidders, proposal, contract bond, specifications, plans, any and all supplemental agreements, and any and all special provisions.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the work in accordance with the terms of the contract.

SURETY: The corporate body, individual, or individuals, which engage to be responsible for the bidder's acts in the execution of the contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

AWARD: The decision of the Owner to accept the proposal of the lowest responsible bidder for the

work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

BIDDER: Any individual, firm, partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

INSPECTOR: The authorized representative of the Owner assigned to make detailed inspection of any or all portions of the work or material therefore.

NOTICE TO BIDDERS: The official notice, included in the proposal form inviting bids for the proposed improvement.

SPECIAL PROVISIONS: Specific directions, provisions, requirements, and revisions of the specifications peculiar to the work under consideration which are not satisfactorily provided for in the specifications. The special provisions set forth the final contractual intent as to the matter involved. The special provisions included in the contract shall not operate to annul those portions of the specifications with which they are not in conflict.

SPECIFICATIONS: The body of directions, provisions, and requirements contained here in, or in any supplement to this document referred to in the special provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the contract.

THE WORK: The improvement advertised for bids, described in the proposal form, indicated on the plans, and covered in the specifications, special provisions, contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part of parts thereof, including labor, tools, equipment, materials, and incidentals necessary for satisfactory completion of the improvements.

WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

a. **Change of Address:** It shall be the duty of each party to advise the other parties of the Contract as to any change in his business address until completion of the Contract.

ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

CONTENTS OF THE PROPOSAL FORM: Qualified bidders will be furnished with forms stating the location and description of the work contemplated, the approximate quantities of work to be performed or materials to be furnished, the amount of the proposed guaranty, requirements pertaining to labor, and the date, time, and place of filing and opening proposals. All documents bound with or attached to the proposal shall be considered a part thereof and shall not be detached or altered.

PROPOSAL REQUIREMENTS AND CONDITIONS

INTERPRETATION OF ESTIMATE OF QUANTITIES: An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the proposal. It is given as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the bidder plead misunderstanding or

deception because of such estimate of quantities, or of the character, location or other conditions pertaining to the work.

Payment will be based on the actual quantities of work performed in accordance with contract, at the contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items as provided under SCOPE OF THE WORK.

EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK: The bidder shall, before submitting his bid, carefully examine the proposal, plans, specifications, special provisions, and form of contract and bond. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract and the detailed requirements of construction. If his bid is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions. The Owner will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the plans or special provisions include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation such information is included only for the convenience of the bidder. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the bidder. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information shown on the plans relative to the locations of underground facilities. It shall be the contractor's responsibility to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

PREPARATION OF THE PROPOSAL: The bidder shall submit his proposal on the form furnished by the Owner. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternative for each item is not required, unless the special provisions provide otherwise. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All unit prices shall be conditioned on furnishing a bond executed by a corporate surety company satisfactory to the owner. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If an individual makes the proposal, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

MULTIPLE BIDS: If multiple bids are to be received, bidding shall be in accordance with the instructions in the special provisions.

REJECTION OF PROPOSALS: Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or proposals otherwise regular which are not accompanied by the proper proposal guaranty shall be rejected as informal or insufficient. However, the owners reserve the right to waive technicalities.

PROPOSAL GUARANTY: Each proposal shall be accompanied by bank cashier's check, or a properly certified check for not less than ten (10) per cent of the amount bid, or at the bidders option, for the amount specified in the following schedule.

Amount of Bid		Proposal Guaranty
Up To	5,000	\$300
\$ 5,000	10,000	500
10,000	50,000	2,500
50,000	100,000	5,000
100,000	250,000	12,500
250,000	500,000	25,000
500,000	1,000,000	50,000
1,000,000	1,500,000	75,000
1,500,000	2,000,000	100,000
Over	2,000,000	150,000

If a multiple bid is submitted, the bank cashier's check, or certified checks, which accompany the individual proposals making up the combination, will be considered as also covering the multiple bid.

Bank cashier's checks, or certified checks accompanying proposals shall be made payable to the Owner.

DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in the notice to bidders. Each proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed proposals will be accepted.

Proposals will not be opened unless received at the place of letting prior to the time stated in the notice to bidders.

WITHDRAWAL OF PROPOSALS: Permission will be given a bidder to withdraw a proposal if he makes his request in writing before the time for opening proposals. If a proposal is withdrawn, the bidder will not be permitted to submit another proposal for the same work at the same letting.

PUBLIC OPENING OF PROPOSALS: Unless otherwise specified, proposals will be opened and read publicly at the time and place specified in the notice to bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the proposal.

(e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.

(f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.

(g) Uncompleted work, which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work.

COMPETENCY OF BIDDERS: The bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each bidder shall furnish the Awarding Authority, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Owner a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the state in which he is licensed. The bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal.

Before an award is made, the bidder may, at the option of the awarding authority, be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

AWARD AND EXECUTION OF CONTRACT

CONSIDERATION OF PROPOSALS: The proposals received will be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding contracts, the Owner will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under the previous article and from other investigations which it may elect to make.

AWARD OF CONTRACT: Except in cases where the owner exercises the right reserved to reject any or all proposals, the contract will be awarded by the Owner, as soon as practicable after the opening of proposals, to the bidder who has submitted the lowest proposal complying with all requirements necessary to render it formal and who has satisfied the requirements of the specifications as to the responsibility of bidders.

Unless otherwise specified, if a contract is not awarded within thirty- (30) days after the opening of proposals, a bidder may file a written request with the Owner for the withdrawal of his bid. The Owner will have a maximum of ten (10) days after the receipt of such request to award the contract or release the bidder from further obligation.

RETURN OF PROPOSAL GUARANTY: The proposal guaranties of all except the two lowest bidders will be returned promptly after the proposals have been checked. Proposal guaranties of the two lowest bidders will be returned as soon as the contract and bond of the successful bidder have been properly executed and approved.

If contracts cannot be awarded promptly, the Owner shall permit the two (2) lowest bidders to substitute for the bank cashier's checks, or certified checks submitted with their proposals as proposal guaranties, bidder's bonds executed by corporate surety companies satisfactory to the Owner, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening proposals.

REQUIREMENT OF CONTRACT BOND: The successful bidder, at the time of the execution of the contract, shall deposit with the Owner a surety bond for the full amount of the contract. The form of the bond shall be that furnished by the Owner, and the surety shall be acceptable to the Owner.

EXECUTION OF THE CONTRACT: The contract shall be executed by the bidder, the bond shall be executed by the principal and the sureties, and both shall be presented to the Owner within 15 days after the date of notice of the award of the contract.

FAILURE TO EXECUTE CONTRACT: Failure on the part of the successful bidder to execute a contract and an acceptable bond, as provided herein, within fifteen (15) days from the date of notice of the award of the contract, and receipt of contract documents, will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Owner, not as a penalty but in payment of liquidated damages sustained stand as a result of such failure.

SCOPE OF THE WORK

INTENT OF THE PLANS AND SPECIFICATIONS: The intent of the plans and the specifications is to prescribe a complete outline of work, which the Contractor undertakes to do in full compliance with the contract. He shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for several units of work.

SPECIAL WORK: Should any construction or requirements not covered by the specifications be anticipated on any proposed work, special provisions for the same will be prepared and included in the proposal form, which special provisions shall be considered as a part of the specifications the same as though contained fully herein.

ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS: The Owner reserves the right to alter the plans, extend or shorten the improvement, add such incidental work as may be necessary, and increase or decrease the quantities of work to be performed to accord with such changes, including the deduction or cancellation of any one or more of the unit price items. Such changes shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof. A supplemental agreement between the Contractor and the Owner will be required when such changes involve a net increase or a net decrease in the amount of the contract of more than twenty-five (25) per cent of the original contract price.

Should such changes in the plans result in an increase or decrease in the quantities of the work to be performed; the Contractor shall accept payment as follows:

(a) All such work as appears in the original contract, as specific items accompanied by unit prices shall, except as provided under paragraph (c) herein, be paid for at the contract unit prices. No allowance will be made for anticipated profits.

(b) All such work as does not appear in the original contract as specific items accompanied by unit prices, shall be designated as extra work and paid for as specified under Measurement and Payment.

(c) In case the total value of the work involved in the changes requires a supplementary agreement or the nature or scope of the work is such as to require working methods or equipment at variance with and more costly than those required for the original quantities as shown on the plans and stated in the proposal, the Contractor may ask for an adjustment in unit prices which may be made by an agreement between the Contractor and the Engineer, and with the approval of the Owner, but no adjustment of prices shall be approved by the Owner without conclusive evidence that such price or prices are fair

and equitable to both parties concerned. If an adjusted price cannot be thus agreed upon, then such work may, by agreement between the Contractor and the Engineer, and with the approval of the Owner, be done as extra work on a force account basis as provided under Measurement and Payment.

The Engineer shall authorize all alterations, cancellations, extensions, and deductions in writing before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

Claims for extra work, which have not been authorized in writing by the Engineer, may be rejected.

PERIODIC AND FINAL CLEANUP: From time to time or as may be ordered by the Engineer and immediately after the completion of the work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within five (5) calendar days after written request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor and be deducted from his final estimate. Upon completion of the work, the Contractor shall remove all his equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a workmanlike manner, ready for use and satisfactory to the Engineer.

All cleanup shall be performed as specified in the various sections of these specifications or in the special provisions.

CONTROL OF THE WORK

PLANS AND WORKING DRAWINGS: Plans showing the Owner will furnish details of the construction contemplated. The Contractor shall submit to the Engineer for approval such additional shop, working, or layout drawings pertaining to the construction of the work, as may be required, and prior to the approval of such plans or drawings, any work done or materials ordered shall be at the Contractor's risk.

When the contract included work adjacent to a railroad and false work, cofferdams, or sheeting is required, the Contractor shall submit to the Engineer for his approval and the Railroad Engineer's approval, plans for the false work, cofferdams, or sheeting. The plans shall be submitted sufficiently in advance of the time the Contractor intends to start work to permit checking. No such work shall be started prior to receipt by the Contractor of approval of the plans for the false work, cofferdams, or sheeting.

The cost of furnishing such drawings shall be incidental to the contract and no additional compensation will be allowed the Contractor for any delays resulting there from.

CONFORMITY WITH PLANS AND SPECIFICATIONS: It is the intent of the specifications that all work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions and material requirements shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within conformity with the plans and specifications, through no willful neglect, misconduct or omission by the Contractor, but that reasonable acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance and may provide for an appropriate adjustment in the contract price for such work or materials, as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in conformity with the plans and specifications including tolerances and have

resulted in an inferior or unsatisfactory product, the work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

COORDINATION OF SPECIFICATIONS, PLANS, PROPOSAL AND SPECIAL PROVISIONS: The specifications, the accompanying plans, the proposal, the special provisions, and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions, shall govern over sealed dimensions, plans shall govern over specifications, special provisions shall govern over both specifications and plans, and quantities shown on the plans shall govern over those shown in the proposal. Neither the Owner nor the Contractor shall take advantage of any apparent error or omission in the plans or specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

COOPERATION BY CONTRACTOR: The Contractor will be furnished necessary copies of the plans and special provisions, and he shall have one copy of each available on the work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the owner in every way possible. He shall have on the work at all times a competent, English-speaking representative authorized to receive orders and act for him.

COOPERATION WITH UTILITIES: Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals, and other utility appurtenances which would permanently interfere with the proposed construction will be moved at no expense to the Contractor, except as otherwise provided for in the special provisions or as noted on the plans.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utilities company or by himself, or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

COOPERATION BETWEEN CONTRACTORS: If separate contracts are let for work comprising an entire improvement, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Engineer shall be the referee and his decision shall be final and binding on all.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the Owner and all agents of the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for his work not completed or accepted because of the presence and operations of the other Contractors.

The Contractor shall as far as possible arrange his work, and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others, all as directed by the Engineer.

CONSTRUCTION STAKES: Construction stakes will be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall exercise proper care in the preservation of stakes set for his use or the use of the Engineer.

AUTHORITY AND DUTIES OF INSPECTORS: Inspectors employed by the Owner or by the Engineer shall be authorized to inspect work and materials, and to perform such other duties as may be designated by the Engineer.

ENGINEER'S FIELD OFFICE AND LABORATORY: When required by the special provisions, the Contractor shall furnish a field office and laboratory. The field office and laboratory shall be a weatherproof building for the exclusive use of the Engineer. It shall be independent of any building used by the Contractor. All keys to the building shall be turned over to the Engineer. The Engineer shall designate the location of the building and it shall remain on the work until released by the Engineer.

The building shall conform to the following requirements:

- Floor space, not less than.....120 square feet
- Height of ceiling, not less than.....8 feet
- Windows, not less than.....3
- Door, with lock approved by Engineer.....1
- Type of floor.....wood
- Instrument locker...2 feet by 3 feet by 4 feet with adjustable shelves
- Hinged wall table.....3 feet by 6 feet

The Contractor shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The Engineer shall approve the manner of lighting, heating, and air conditioning.

When shown on the plans or specified in the special provisions, the Contractor shall furnish two (2) buildings conforming to the above requirements, one to be used as a field laboratory, and each to be located where designated by the Engineer.

With the approval of the Engineer, a mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the above described building or buildings.

The cost of furnishing the building or buildings, light, heat, and air-conditioning, shall be paid for at the contract lump sum price for "FIELD OFFICE AND LABORATORY".

INSPECTION: All materials and each part or detail of the work shall be subject to at all times to inspection by the Engineer or his authorized representatives, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract.

Such inspection may include mill, plant, or shop inspection, and any materials furnished under the specifications is subject to such inspection. The Engineer or his representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

The Contractor shall, if the Engineer requests remove or uncover such portions of the finished work as the Engineer may direct, before the final acceptance of the same. After the examination, the Contractor shall restore said portion of the work to the standard required by the specifications. If the work thus exposed or examined proves acceptable, the expenses of uncovering or removing and replacing of the parts removed shall be paid for as extra work, unless otherwise provided in the specifications, but if the work so exposed or examined is unacceptable, the expense of uncovering or removing and replacing the same in accordance with the specifications shall be borne by the Contractor.

When the Federal Government is to pay a portion of the cost of the work covered by the contract, the work shall be subject to the inspection shall in no sense make the Federal Government party to the contract.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK: Work done without lines and grades being given, or beyond the lines shown on the plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

All work, which has been rejected or condemned, shall be remedied or removed and replaced, in a manner approved by the Engineer, by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from any compensation due or to become due the Contractor.

FINAL INSPECTION: The Engineer shall make final inspection of all work, included in the contract, as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made.

The Contractor shall be relieved of normal surface maintenance responsibilities for any sections of the work, which are completed and accepted by the Engineer prior to project completion. However the guarantee period shall be as stated under Legal Relations and Responsibility to the Public.

When the contract includes work for which the Federal Government is to pay a portion of the cost thereof, such work shall also be subject to the inspection and approval of the representatives of the Federal Government.

CONTROL OF MATERIALS

QUALITY OF MATERIALS: It is the intent of the specifications that first-class materials shall be used throughout the work, and that they shall be incorporated in a manner as to produce completed construction, which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of all test material for samples shall be born by the Contractor, at no expense to the Owner. Only materials, which conform to the requirements of those specifications, shall be incorporated in the work.

DEFECTIVE MATERIALS: All materials not conforming to the requirements of the specifications shall be considered as defective and shall be removed from the work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the Engineer pursuant to the provisions of this article, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any moneys due the Contractor.

CONCRETE: Samples of concrete used in constructing structures shall be taken by the Engineer and made into test cylinders. The Owner shall provide the services of an approved independent testing laboratory to collect and test the cylinders and furnish a copy of test results to the Engineer. Any concrete, which tests indicate failed to conform to the specification requirements shall be removed and replaced at Contractor's expense, or at the option of the Engineer, shall be disqualified for payment.

JOB SITE INSPECTION: Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials, which have been damaged or

have visible flaws. The Engineer also reserves the right to make such inspection, but failure to detect irregularities does not relieve the Contractor of responsibility to remove or replace materials, which are found to be defective after installation.

STORED MATERIALS: If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials shall be inspected and approved before being placed in storage. The Contractor may use the right of way for storage of materials, but the stock piles shall be confined to such cleared areas as may be approved by the Engineer. If stock-piling is done outside the right of way, the Contractor at his expense shall provide the additional space required.

REGULATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the time bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the Owner and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by himself or his employees.

INSURANCE REQUIREMENTS: The Contractor shall furnish certificates of insurance to the Owner proving the following coverage:

LIABILITY INSURANCE: The Contractor shall purchase at his expense during the life of this contract liability insurance as specified hereinafter. All such insurance for adequacy of protection shall be subject to the approval of the Owner and shall include a non-cancellation clause provision preventing cancellation without ten days written prior notice to the Owner. The liability insurance requirements are discussed in the sections below.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ISSUED TO THE CONTRACTOR: Contractor's Public Liability and Property Damage Insurance protecting him for all personal injury claims including death and destruction of or damage to property arising out of or in connection with any operation under this contract whether such operations be by himself, any of his subcontractors, or anyone directly or indirectly employed by the Contractor or subcontractor.

Insurance shall be written with a limit of liability of not less than \$5,000,000.00 for all damages because of bodily injury sustained by each person as a result of any one occurrence; a limit of liability of not less than \$5,000,000.00 for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence; a limit of liability of not less than \$5,000,000.00 for all damages because of property damage sustained by one or more persons or organizations as the result of any one occurrence including property of the Owner; a limit of liability of not less than \$5,000,000.00 for all property damages sustained by one or more persons or organizations including property of the Owner during the contract period.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall specifically cover all blasting operations. Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the contract, whichever date is reached first.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ISSUED TO THE OWNER: General Public Liability and Property Insurance issued to the OWNER, shall protect the OWNER, its officials, its officers, its employees and its agents acting in the scope and course of their employment, and shall protect them from all claims for personal injury, including death, and all claims for destruction of or damage to property,

arising out of or in connection with any operations under the CONTRACTOR'S contract, whether such operations be by the CONTRACTOR or by any subcontractor under him or by any one directly or indirectly employed by the CONTRACTOR or by any subcontractor under him. All such insurance shall have the minimum limits of liability specified in the preceding paragraph. Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the contract, whichever date is reached first.

COMPENSATION INSURANCE: The Contractor shall purchase at his expense during the life of this contract, in accordance with the provisions of the laws of the State of Illinois, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In any case of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the contract, whichever date is reached first.

RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall indemnify and save harmless the Owner, its officers, employees and agents against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims or any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way in connection with the work to be performed under this contract, including but not limited to, suits, actions, or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof," approved June 3, 1907, as amended; the Contractor shall also indemnify and save harmless the Owner, its officers, employees, and agents, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under any by virtue of his contract as shall be considered necessary by the Owner for such purposes, may be retained for the use of the Owner; or, in case no money is due, his surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Owner.

The foregoing provisions of this article shall apply with equal force and effect to any municipality within the limits of this improvement, its officers and employees, as to the Owner, its officers and employees.

PERMITS AND LICENSES: Unless otherwise provided, the Owner will procure all permits. The Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

PATENTED DEVICES, MATERIALS, AND PROCESSES: If any design, device, materials, or process covered by letters patent or copyright is used by the Contractor, whether required or not, he shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the Owner, to furnish said Owner with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when

demanded, then the Owner may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished.

If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the Owner for any such infringement at any time during the prosecution or after the completion of the work.

FEDERAL PARTICIPATION: When the United State Government pays all or any portion of the cost for a project; the work shall be subject to the inspection of the appropriate Federal agency.

SANITARY PROVISIONS: The Contractor shall comply with all rules and regulations of the Federal, State and local health departments, and shall take precautions to avoid creating unsanitary conditions.

PUBLIC CONVENIENCE AND SAFETY: The Contractor shall notify the Engineer at least three (3) days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the work in such a manner to insure the least obstruction of vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner.

BARRICADES AND WARNING SIGNS: When any section of road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, and torches or lights at each end of the closed section and at all intersecting roads.

If during the progress of the work it is necessary to provide access to private property along the road, the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags, and torches or lights as may be necessary to protect the work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the work and provide for safe and convenient public travel by providing, erecting and maintaining such barricades, red flags, and torches or lights as are necessary.

The contractor's responsibility for the work, as provided in Contractor's Responsibility for Work shall apply, even though barricades, signs, red flags, and torches or lights are installed as required above.

The cost of furnishing and maintaining barricades, warning signs, red flags, and torches or lights as required herein shall be incidental to the contract and no extra compensation will be allowed.

DEBRIS ON TRAVELED SURFACE OR STRUCTURES: Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean up traveled surface of all dirt and debris at the end of each day's operations.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES: The traveled surface and structures on or adjacent to the work shall be protected, in a manner satisfactory to the Engineer, from damage by lugs or cleats on treads or wheels of equipment.

All equipment used in prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface

or structure unless permission in writing has been issued by the Engineer. Before using any equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

USE OF EXPLOSIVES: when the use of explosives is necessary for the prosecution of the work, the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations, which govern the use of explosives, shall govern the Contractor.

USE OF FIRE HYDRANTS: If the Contractor desires to use water from hydrants, he shall make application to the proper authorities, and shall conform to the municipal ordinances, rules, or regulations concerning their use. Water shall be furnished from hydrants at the Owner's expense unless otherwise provided in the special provisions.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules, or regulations, or within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations.

PROTECTION AND RESTORATION OF PROPERTY: If corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish the Engineer with copies of such notifications and with copies of any agreement between him and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the work, of which the contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until the Owner, or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the Engineer of the presence of any such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in his manner or method of execution or non execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Engineer may after the expiration of a period of forty-eight (48) hours after giving him notice in writing proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, or which may become due, the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations.

As soon as construction operations permit, he shall set the mailboxes at their permanent locations. This work shall be performed as directed by the Engineer. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately but shall be considered as incidental to the contract.

CONTRACTOR RESPONSIBILITY FOR WORK: The work shall be under the charge and care of the Contractor until final acceptance by the Owner. The Contractor shall assume all responsibility for injury or damage to the work by action of the elements of from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the work, except that when the work is opened to usage by written order of the Engineer, the provisions of this article shall not apply to damage caused by such usage and not due to the Contractor's fault or negligence.

When the Owner for inclusion in the work furnishes materials to the Contractor, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

GUARANTEE PERIOD: The Contractor shall warrant all materials and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Engineer.

PERSONAL LIABILITY OF OWNER'S AGENTS: In carrying out the provisions of this contract, or in exercising any power or authority granted to the Owner or the Engineer, there shall be no Personal liability upon any officer or authorized agent of the Owner or the Engineer, it being understood that all such persons act as agents and representative of the Owner.

NO WAIVER OF LEGAL RIGHTS: The Owner shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The Owner shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Owner, or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extensions of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

PROSECUTION AND PROGRESS

SUBLETTING ASSIGNMENT OF CONTRACT: If the Contractor sublets the whole or any part of the work to be done under the contract, he shall not under circumstances be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell, or otherwise dispose of the whole or any part of his contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm partnership, or corporation without written consent of the Engineer.

PROGRESS SCHEDULE: Promptly after the award of the contract, the Contractor shall submit to the Engineer a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up on the contract.

The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the Engineer in regard to the prosecution of the work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking the progress of the work.

PROSECUTION OF THE WORK: The Contractor shall commence and complete this agreement as specified in the special provisions. The work shall be prosecuted in such a manner and with such supply of materials, equipment, and labor as is considered necessary to insure its completion in accordance with the progress schedule.

INSPECTION COSTS: Whenever the proposal contains a bid item for CREW DAYS, it shall be the responsibility of the bidder to state the number of crew days required for the completion of the project and to extend this item by using the unit price per CREW DAY for inspection stated in the proposal.

The amount for this item, when the time is included in the proposal, shall be added to the bid for all other items in determining the total bid for the project and in evaluating it for comparative purposes with other bids. Omission of this item when called for in the proposal shall cause for rejection of the bid as irregular.

On pay estimates the actual inspection time required will be entered under the item CREW DAYS as an estimated quantity. The resulting amount due for this item will be deducted from the estimate and will be retained by the Owner. In the event the actual number of CREW DAYS required to complete the work is less than the number indicated by the Contractor in his proposal, the cost of the difference between the number of CREW DAYS indicated by the Contractor in his bid and the actual number required to complete the work will be paid to the Contractor in the final payment estimate as a bonus for completing the work in fewer CREW DAYS than stated by him in the proposal. In the event the actual number of CREW DAYS required to complete the work is more than the number indicated by the Contractor in his proposal, the cost of the difference between the number of CREW DAYS indicated by the Contractor in his bid and the actual number required to complete the work will be deducted from payments otherwise due the Contractor and shall be considered reimbursement to the Owner of the cost of additional inspection required because of the Contractor's failure to complete the work in the number of CREW DAYS stated by him in the proposal.

It is intended that the Engineer will assign personnel in such a manner that an inspector will be available to observe all critical operations by the Contractor. The number of CREW DAYS charged for each day (8 hour shift) of the Contractor's operations shall not exceed the number of inspectors (including the resident Engineer) actually on the job on that day, nor shall it exceed the number indicated in the following tabulation in any one day.

<u>No. of Workmen on Project</u>	<u>Maximum Chargeable Crew Days</u>
1 THRU 8	1
9 THRU 16	2
17 THRU 25	3
over 25	as required

When the Contractor has notified the Engineer at least one hour prior to starting time that no work will be performed, no CREW DAYS charged. If the Contractor's operations are terminated during the day, the number of full or partial hours work shall be chargeable as fractional CREW DAYS with a minimum of 2 hours. If the Contractor works longer than an eight (8) hour shift, the additional hours work shall be chargeable as fractional CREW DAYS.

COMPLETION DATE: The Contractor shall complete all work on or before the stipulated completion date, or on or before a later date determined as specified herein; otherwise, the owner may proceed to collect liquidated damages described hereinafter.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes (except those caused by improper acts of omissions of the Contractor), extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the time of completion shall be extended in whatever amount is determined by the Owner.

An "Act of God" means an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. A rain, windstorm, or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God" and no extension of time will be granted for the delays resulting therefrom.

LIMITATIONS OF OPERATIONS: The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

CHARACTER OF WORKMEN AND EQUIPMENT: The Contractor shall employ only competent and efficient laborers, mechanics, or artisans, and whenever, in the opinion of the Engineer, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions, or conducts himself improperly, the Contractor shall, upon request of the Engineer, discharge or otherwise remove him from the work and shall not employ him again, except with the written consent of the Engineer.

SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work wholly or in part, or such period of time as he may deem necessary, due to conditions unfavorable to the satisfactory prosecution of the work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage of the roadway, and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the Engineer.

DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION: The time for completion of the work contemplated will be specified in the contract, and it is understood that the completion of the work within the time specified is an essential part of the contract. If the Contractor finds it impossible to complete the work within the time specified in the contract, he may, at any time prior to the last (15) fifteen days of the time specified, make written request to the Owner for an extension of time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the Owner finds that the work is delayed because of conditions beyond the control of the Contractor, or that the quantities of work done, or to be done, are in excess of the estimated quantities by an amount sufficient to warrant additional time, he shall grant an extension of time for completion, which appears reasonable and proper. The Engineer also may initiate the request for extension of time. The extended time for completion shall then be considered as in effect the same as if it were the original time for completion.

FAILURE TO COMPLETE THE WORK ON TIME: Should the Contractor fail to complete the work within the time specified in the contract or within such extended time as may have been allowed, the Contractor shall be liable to the Owner in the amount shown in the following schedule of deductions, as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Schedule of Deductions for Each

Original Contract Amount		*Daily Charge
From More Than	To And Including	
\$0	\$ 25,000	\$ 30
25,000	50,000	50
50,000	100,000	75
100,000	500,000	100
500,000	1,000,000	250
1,000,000	2,000,000	200
2,000,000	-----	300

* The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

DEFAULT ON CONTRACT: If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the Engineer, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Engineer, the Engineer shall give notice in writing to the Contractor and his surety of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work in accordance with the terms of the contract, or it may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with his own forces, or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said contract, shall be deducted from any moneys due or which may become due on such contract. In case the expense as incurred by the Owner shall be less than the sum which would have been payable under the contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference subject to any claims for liens thereon which may be filed with the Owner, or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under the contract, the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY: Whenever the improvement called for by the contract shall have been completely performed on the part of the Contractor and all parts of the work have been approved and accepted by the Engineer, according to the contract, and the final estimate paid, the Contractor's obligations shall be considered fulfilled, except as set forth in his bond, in NO WAIVER OF LEGAL RIGHTS and his one year guarantee, in GUARANTEE PERIOD.

MEASUREMENT AND PAYMENT

MEASUREMENT OF QUANTITIES: All work completed under the contract will be measured by the Engineer according to United States standard measures. The method of measurement shall be described in the specifications or the special provisions.

SCOPE OF PAYMENT: The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment; for performing all work contemplated and embraced under the contract; for unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Engineer; for all risks of every description connected with the prosecution of the work; also, for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current estimate prior to final acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damage, and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

INCREASED OR DECREASED QUANTITIES: Whenever the quantity of any item of work as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the proposal, except as otherwise provided in ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS, and INSPECTION COSTS or in the detailed specifications for each class of work.

PAYMENT FOR EXTRA WORK: Extra work which results from any of the changes as specified in ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS shall not be started until receipt of a written authorization or work order from the Engineer, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for:

(1) At a lump sum price or at unit prices agreed upon by the Contractor and the Engineer. (In case supplemental agreement is signed between the Contractor and the owner, the agreed prices pertaining thereto shall prevail.)

(2) On the following force account basis:

(a) Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific work for each hour that said labor and foreman are actually engaged in such work, to which cost shall be added fifteen (15) per cent of the sum thereof. A foreman shall not be used when there are less than two (2) laborers employed, except with the written consent of the Engineer.

(b) Bond, Insurance, Tax, Welfare Fund, and other Payments. The Contractor will receive the actual cost of Contractor's bond, public liability and property damage endurance, social security tax, welfare fund and workmen's compensation insurance and other payments, if any, in accordance with agreements applicable to the contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory

evidence of the rate or rates paid for such bond, insurance, tax, welfare fund and other payments.

(c) Materials. The Contractor will receive the actual cost for all materials, which are an integral part of the finished work, including freight charges as shown by the original receipted bills, to which shall be added fifteen (15) per cent of the sum thereof. The Contractor will be reimbursed for any materials used in the construction of the work, such as sheeting, false work, form lumber, curing materials, etc., which are not an integral part of the finished work. The amount of reimbursement shall be agreed upon in writing before such work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

(d) Equipment. Machinery and equipment, which the Contractor has on the job for use on contract items, shall be used on extra work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Public Works, State of Illinois, for the period that said machinery and equipment are in use on such work, to which no per cent shall be added. In the event that equipment is used which is not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by Equipment Distributors, 615 W. 22nd Street, Oakbrook, Illinois 60521, shall be used to determine equipment rental rates and no percent shall be added to the rates indicated in such publication.

PAYMENT FOR SUBCONTRACTING, EXTRA WORK: Where an authorized subcontractor performs some or all of the work qualifying as an extra work item and compensation is to be based on the terms of paragraph PAYMENT FOR EXTRA WORK (2), the cost of labor, bonds, material and equipment shall be the cost of the subcontractor on those items and an additional allowance to the prime contractor of five (5) per cent of all costs as determined in paragraph PAYMENT FOR EXTRA WORK (2) shall be made in such instances.

PAYMENT FOR ITEMS OMITTED WHEN PARTIALLY COMPLETED: Should the Owner cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration, or suspension of such work. When such elimination or non-completion involves a net decrease in the amount of the contract of more than twenty-five (25) per cent of the original contract prices, a supplemental agreement between the Contractor and the Owner will be required.

The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rates provided under PAYMENT FOR EXTRA WORK for work paid for on a force account basis, but no allowance will be made for any changes in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration, or suspension by the Engineer shall be purchased from the Contractor by the Owner at actual cost and shall thereupon become the property of the Owner; or at the option of the Engineer the unused acceptable material shall remain the property of the Contractor and he shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value.

PARTIAL PAYMENT: At least once each month, the Engineer will make an approximate estimate, in writing, of the materials in place complete, the work performed, and value thereof, at the contract unit prices. From the amount so determined for the first fifty (50) per cent of completed work there shall be deducted ten (10) per cent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and

the balance certified to the Owner for payment, except that no amount less than \$500.00 will be so certified unless the total amount of the contract is less than \$500.00. After fifty (50) per cent or more of the work is completed, the Engineer may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) per cent of the total adjusted contract price.

In addition, an estimate may, at the discretion of the owner and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered on the work or in acceptable storage places and not used at the time of such estimate. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the Owner, be made for payment of the value of acceptable, non-perishable materials delivered on the work or in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring endorsement of both the Contractor and the material supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. From the cost including freight, unloading, and hauling costs less the actual salvage value.

PARTIAL PAYMENTS: At least once each month, the Engineer will make an approximate estimate, in writing, of the materials in place complete, the work performed, and value thereof, at the contract unit prices. From the amount so determined for the first fifty (50) per cent of completed work there shall be deducted ten (10) per cent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and the balance certified to the Owner for payment, except that no amount less than \$500.00 will be so certified unless the total amount of the contract is less than \$500.00. After fifty (50) per cent or more of the work is completed, the Engineer may, at his discretion, certify the remaining partial payments without any further retention, provided that the amount retained is not less than five (5) per cent of the total adjusted contract price.

In addition, an estimate may, at the discretion of the owner and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered on the work or in acceptable storage places and not used at the time of such estimate. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the Owner, be made for payment of the value of acceptable, non-perishable materials delivered on the work or in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring endorsement of both the Contractor and the material supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. From the actual cost of such materials, there shall be deducted ten (10) per cent to be retained until final payment. Such materials, when so paid for by the Owner, shall become the property of the Owner, and in the event of default on the part of the Contractor, the Owner may use or cause to be used such materials in the construction of the work provided for in the contract. The amount thus paid by the owner shall be deducted from estimates due the Contractor as the material is used in the work.

SEMI-FINAL PAYMENTS: At the direction of the Owner and with the consent of the surety, a semi-final estimate may be made when the principal items of the work have been satisfactorily completed. Payment to the Contractor under such an estimate shall not exceed ninety (90) per cent of the amount retained by the Owner after making partial payments, but in no event shall the amount retained by the Owner after making the semi-final payment be less than one (1) per cent of the adjusted contract price, nor less than \$500.00

ACCEPTANCE AND FINAL PAYMENT: Whenever the improvement provided for by the contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the Engineer and accepted by the Owner, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor

has furnished to the Owner satisfactory evidence that all sums of money due of any labor materials, apparatus, fixtures, or machinery furnished for the purpose of such improvements have been paid or that the person or persons to whom the same may be due have consented to such final payment.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of all claims by the Contractor except those previously made and still unsettled.

Requirements and Specifications

The City of Geneva is requesting bid pricing for a five-year contract for residential curbside brush and leaf collection services. This is a community-wide program that is available to all residents throughout the City. This project is bid separately but simultaneously with similar contracts available in the neighboring Cities of St. Charles and Batavia.

1. SCOPE

The Scope of this work shall include eight (8) monthly brush collections (April – November) throughout all residential properties in the City Geneva, as well as three (3) leaf collection cycles. The quantity of collections for leaf and/or brush collection may vary at the City's discretion.

Brush collection shall include manually and/or mechanically removing brush debris from parkways. Where possible, brush shall remain intact. No curbside chipping will be allowed as part of this contract without consent of the owner. All debris shall be removed from the pile and parkway shall be raked clean, as necessary, following collection.

Leaf collection shall include the removal of leaves piled in residential rights-of-way adjacent to roadways. Parkway shall be raked clean following collection.

Contractor shall maintain sufficient staff and equipment resources to cleanly, successfully meet the needs of the City and maintain advertised schedules.

2. BRUSH COLLECTION SCHEDULE

Residential brush collection shall take place monthly, commencing in April each year.

Work shall generally only occur Monday through Friday from 7:00 AM to 5:00 PM. Work after 5:00 PM or on weekends may only occur with prior written approval from the City.

Brush Collection in Geneva shall be split into two Zones. The boundary line for the collection shall be from Western Ave to South St, east to 7th St, north to State St, West to Anderson Blvd to northern City Limit at Gray St. One zone of the City shall be completed within one week.

Location	Week of Month	Example: May 2019
Geneva – Zone 1	1 st Week of Month	Week of May 6 st
Geneva – Zone 2	2 nd Week of Month	Week of May 13 th

Quantities of brush collections may be added or subtracted at the City's discretion.

3. LEAF COLLECTION SCHEDULE

The leaf schedule may vary depending on the leaf fall. In general, three complete collection cycles shall be performed in Geneva between the week of October 15th and November 30th of each year. The Contractor and the City shall agree upon an initial schedule by August 15th each year.

Leaf pick-up zones shall follow the same zones as brush pick-up. The general expectation is that no leaf pile may remain on a parkway for longer than two (2) weeks between October 15th and November 30th of each year.

Work shall generally only occur Monday through Friday from 7:00 AM to sunset. Work on weekends may only occur with prior approval from the City.

Quantities and scheduling of leaf collection services may be added or subtracted at the City's discretion.

4. CONTRACT TERM

The contract term for leaf and brush collection services shall be for five (5) years beginning in calendar year 2019 and concluding at the end of calendar year 2023.

The City reserves the right to terminate the contract at any time with or without cause. Such a termination of services shall be executed within 30 days of written notice by the City.

5. QUALITY ASSURANCE

Each truck working under this contract must be equipped with a GPS tracking device. The City will be given access to an online platform to review the trucks progress in real time, and to be able to retrieve a history of each truck throughout the year.

Each truck shall also be equipped with an onboard camera with the ability to retrieve data showing the status of brush and leaf piles in the field. This data shall be made available to the City upon request.

At the end of each work day, a map shall be provided to the City identifying the progress made that day. During months of leaf AND brush collection, two individual maps shall be issued depicting the progress for each service. The map shall be accompanied by a daily projection of areas to be collected within the next seven (7) working days. This information may be shared with residents for updated scheduling purposes at the discretion of the City.

6. QUANTITY TRACKING

Contractor shall provide the City with an updated quantity, in cubic yards, of debris collected for both brush and leaf pick-up after each collection cycle.

7. PRICING & INVOICING

Pricing shall be based on a lump sum contract.

Additional Pricing Information:

- a) The bidder shall also include time and material pricing per hour for emergency work, in the event of a severe storm or wind event.
 - b) Invoicing may be submitted following each round of brush and leaf collection. Contractor may not submit more than 8 brush and 3 leaf invoices per year without authorization from the City.
- **INCLUDED WITH THE BID**, Contractor is requested to provide a brief narrative or detailed list identifying the methods, equipment and manpower proposed to be used to provide leaf and brush collection services.

CITY OF GENEVA

Item	Annual Lump Sum Rate	Contract Term	Contract Total
Brush Collection (8 Annually)	\$155,870.24	5	\$ 779,351.20
Leaf Collection (3 Annually)	\$241,955.52	5	\$ 1,209,777.60

PROPOSAL

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by: Kramer Tree Specialists, Inc.

The undersigned hereby proposed and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the **2019-24 BRUSH COLLECTION PROGRAM** in accordance with the Specifications and procedural documents attached.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
<u>1</u>	<u>2/22/19</u>	<u>zcp</u>
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site/sites where the work is to be performed and with the conditions affecting the Contract and the requirements of the construction and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

If awarded the Contract, the Undersigned agrees to complete the work within **217** calendar days for the first year of the Contract and **217** calendar days for the **optional** second year of the Contract of commencement of work, and to work diligently and continuously.

The Undersigned further agrees to begin work not later than April 1, ~~2008~~²⁰¹⁹ unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The Undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform the **2019-24 BRUSH COLLECTION PROGRAM** in accordance with the attached Specifications and Documents.

PROPOSAL CERTIFICATION

TO: City of Geneva
1800 South Street
Geneva, IL 60134
ATTN: Nate Landers, Street Superintendent

FROM: Organization: Kramer Tree Specialists Inc.
Address: 300 Charles Court City,
State, Zip Code: West Chicago, IL 60185
Contact Person: Tim Peters
Telephone Number: 630-293-5444
Facsimile Number: 630-293-7667

AUTHORIZED NEGOTIATORS:

Name: Paul Filavy Phone # 630-293-5444
Name: _____ Phone # _____

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

Addendum No. 1, Dated 2/22/2019
Addendum No. _____, Dated _____

In submitting this proposal, it is understood that the City of Geneva reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal.

In addition to this document, Offerors shall furnish, with the proposal, all submittals as required herein.

City of Geneva, Illinois
Public Works Department
Street Sweeping Services

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.
_____ Partnership: State full names, titles and addresses of all responsible principals
and/or partners on attached sheet.
 X Corporation: State of Incorporation: Illinois

Please provide your Federal Employer Identification Number (F.E.I.N.):

316-3144108

Seal (affix seal below if applicable)

	(List Name of Officers)
President	<u>Todd Kramer</u>
Vice-President	<u>Jeff Kramer</u>
Secretary	<u>Lucindia C. Peters</u>
Treasurer	_____

Attest:

Lucindia C. Peters Signature of Secretary

DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

City of Geneva, Illinois
Public Works Department
Brush and Leaf Collection

CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva and Kane County, Illinois, that (proposer) not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Kramer Tree Specialists, Inc.
Name of Bidder

By: Keindia C. Piter
Secretary

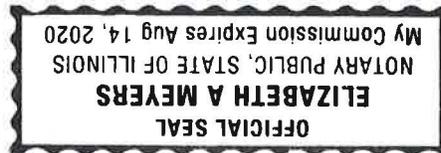
State of Illinois

SS

County of DePage

Subscribed and sworn to before me
this 21 day of March 2019
of _____

Elizabeth A. Meyers
Notary Public



NOTE TO PROPOSER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11 (b).

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposal.

Kramer Tree Specialists, Inc.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.
3. That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.

Authorized Signature

Lucindia C. Peters

Type or Print Name

Lucindia C. Peters

Title

Secretary

SEAL

Instructions: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.

City of Geneva, Illinois
Public Works Department
Brush and Leaf Collection

COMPLIANCE STATEMENT

Complete this form and submit it with Form of Proposal.

Offeror's Name: Lucindia Peters Signature: Lucindia Peters
Secretary

TO: City of Geneva, Public Works Facility
1800 South Street
Geneva, IL 60134
ATTN: Nate Landers, Street Superintendent

FROM: Organization: Kramer Tree Specialists, Inc.
Address: 300 Charles Court
City, State, Zip Code: West Chicago, IL 60185
Contact Person: Tim Peters
Telephone Number: 630-293-5444
Fax Number: 630-293-7667

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, for the City of Geneva in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

City of Geneva, Illinois
Public Works Department
Brush and Leaf Collection

**CITY OF GENEVA, ILLINOIS TAX
COMPLIANCE AFFIDAVIT**

Lucindia C. Peters being first duly sworn,

deposes and says: that he is Officer
(Partner, Officer, Owner, Etc.)

of Kramer Tree Specialists, Inc
(Consultant)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Lucindia C. Peters, Secretary
(Name of Bidder if the Bidder is an Individual) (Name of
Partner if the Bidder is a Partnership) (Name of Officer if
the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 4 day of March, 2019

SEAL



Failure to complete and return this form may be considered sufficient reason for rejection of the bid

City of Geneva, Illinois
Public Works Department
Brush and Leaf Collection

**CITY OF GENEVA, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

Lucindia C. Peters, being first duly sworn,
deposes and says: that he is Officer
(Partner, Officer, Owner, Etc.)
of Kramer Tree Specialists, Inc.
(Consultant)

The party making the foregoing proposal or bid, certifies that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Lucindia C. Peters, Secretary
(Name of Bidder if the Bidder is an Individual) (Name of
Partner if the Bidder is a Partnership) (Name of Officer if
the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 4 day of March, 2019

SEAL



Failure to complete and return this form may be considered sufficient reason for rejection of the bid

REFERENCES

CITY OF GENEVA

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: Please see attached.
Address: _____
City, State, Zip code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

City of Geneva, Illinois
Public Works Department
Brush and Leaf Pickup

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva and Kane County, Illinois, that Kramer Tree Specialists, Inc. (proposer) shall comply with all local, state and federal safety standards.

Kramer Tree Specialists, Inc.

Name of Proposer

By: Seirinda C. Peters
Secretary

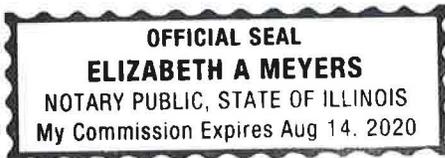
State of Illinois

SS

County of DuPage

Subscribed and sworn to before me
this 4 day of March 2019
of _____

Elizabeth A. Meyers
Notary Public



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS
HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane and DuPage Counties, Illinois, that Kramer Tree Specialists, Inc. (proposer) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Kramer Tree Specialists, Inc

Name of Proposer

By: Heidi C. Peter
Secretary

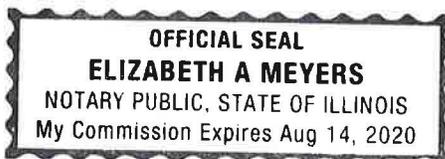
State of Illinois

SS

County of DuPage

Subscribed and sworn to before me
this 4 day of March 2019
of _____

Elizabeth A. Meyers
Notary Public



City of Geneva, Illinois
Public Works Department
Brush and Leaf Pickup

AGREEMENT SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF GENEVA

By:

Kevin Burns, Mayor

Attest

City Clerk

CONTRACTOR: _____

By:

Print Name and Title:
(If Corporate: Chairman, President or Vice
President)

Attest

Print Name and Title
(If Corporate: Secretary, Assistant Secretary, Chief
Financial Officer or Assistant Treasurer)

Brush and Leaf Collection Program

Addenda #1

Issued February 22, 2019

1. May we submit a BID BOND instead of the mentioned bank cashiers check as a Proposal Guaranty? **Yes, the City will accept a bid bond in-leu of a cashiers check**
2. Is the amount of the proposal guaranty to be calculated on the full 5 year total bid? **Yes**
3. Must a bidder provide prices for both brush and leaf collection, or could we bid only the brush portion? **At this time the City is requesting prices for both brush and leaf and not as separate items.**
4. Do you intend to award the brush and leaf collection contract to one bidder, or is it possible you would award brush to one company and leaf collection to another? **The City's intent is to award the brush and leaf collection to one bidder however, should city council determine that there isn't enough prospective bidders the collection service may be bid out as separate items.**
5. Regarding onboard cameras, what specifically do you want to see? Do you just want to see a view down the street behind the truck or machine? **The City is requesting to be able to see the pile of leaves and or brush along with the house address if possible to determine if any obstrcutions or unacceptable material has been included in the pile.**
6. Will this preclude go backs? **The intent of the cameras is to help reduce and eliminate the need for go backs.**



Leaf & Brush Collection Services City of Geneva Bid Proposal

Kramer Tree Specialists

Leaf Collection Services - Operational Methods, Equipment and Manpower

Kramer Tree Specialists utilizes leaf machines which vacuum the leaves from the curbside and blow them into tarped collection trucks. As these collection trucks fill up, we then transfer the machine to an empty truck, (transfer vehicles) to transport for off-site recycling. The utilization of these transfer vehicles allows our collection crews to continuously navigate the city streets picking up leaves throughout the entire work day without stopping other than for the transfer.

Each collection crew consists of 3 team members.

We have identified this method of leaf collection to be safer for our employees and your constituents, quicker and cleaner. We have operated in this manner for the entire history of our leaf collection services which is now 8 years.

Leaf Collection Services - Equipment & Manpower List –

Collection trucks – 4 3 staff/collection truck

Transfer Vehicles –2 1 staff/transfer vehicle

Kramer Tree Specialists

Brush Collection Services - Operational Methods, Equipment and Manpower

Kramer Tree Specialists utilizes grapple equipped brush loader vehicles (collection loader) to collect and load constituent's curbside brush piles. In addition to these collection loaders, we utilize larger transfer vehicles (transfer vehicles) to transfer and haul the brush away for off-site recycling. The utilization of these transfer vehicles allows our collection loaders to continuously navigate the city streets picking up brush throughout the entire work day without stopping other than the load transfer.

Each collection loader vehicle consists of a 2-man crew.

We have identified this method of brush collection to be safer for our employees and your constituents, quicker, cleaner and quieter versus traditional brush collection methods utilizing a brush chipper. We have operated in this manner for the entire history of our brush collection services which is now 19 years.

Brush Collection Services - Equipment & Manpower List –

Collection Loaders – 1 2 staff/collection loader

Transfer Vehicles – 1 1 staff/transfer vehicle



Kramer Tree Specialists, Inc.

300 Charles Ct.

West Chicago, IL 60185

Leaf Collection References

City of St. Charles
Two East Main Street
St. Charles, IL 60174
Collection in the City for 5 years

Contact: Mr. AJ Reineking
Phone: (630) 377-4405

Winfield Township Road District
30W575 Roosevelt Road
West Chicago, IL 60186
Collection in the Township for 5 years

Contact: Mr. John Dusza
Phone: (630) 231-8850

City of Geneva
1800 W. South St
Geneva, IL 60134
Collection in the City for 5 years

Contact: Ms. Rich Babica
Phone: (630)-232-1502



Kramer Tree Specialists, Inc.

300 Charles Ct.

West Chicago, IL 60185

Brush Program References

City of St. Charles
2 E. Main Street
St. Charles, IL 60174
2001 - current

Contact: Mr. AJ Reineking
Phone: (630) 377-4405

City of Batavia
200 N. Raddant Road
Batavia, IL 60510
2006 - current

Contact: Mr. Scott Haines
Phone: (630) 879-1424

Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, IL 60108
2003 - current

Contact: Mr. Jim Johnson
Phone: (630) 529-5865

Bloomingdale Township Highway Dept.
6 N. 030 Rosedale Road
Bloomingdale, IL 60108
2003 - current

Contact: Mr. Bob Czernek
Phone: (630) 529-5221

City of Geneva
1800 W. South Street
Geneva, IL 60134
2008 - current

Contact: Mr. Rich Babica
Phone: (630) 232-1502

Kane County Facilities
Mill Creek Subdivision
719 S. Batavia Ave.
Geneva, IL 60134
2012 - current

Contact: Mr. William Earle
Phone: (224) 828-2081

St. Charles Township
1725 Dean Street
St. Charles, IL 60174
2014 - current

Contact: Mr. Steve Frohling
Phone: (630) 584-3496

Village of Burr Ridge
451 Commerce Street
Burr Ridge, IL 60527
2014 - current

Contact: Mr. Nick Just
Phone: (630) 323-4733

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTOR'S BLANKET
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
- a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site 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 part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

