



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

2026-2027 TREE REMOVAL PROGRAM

(TO INCLUDE STUMP GRINDING/REMOVAL AND TURF RESTORATION)

BID OPENING DATE: **February 2, 2026**

BID OPENING TIME: **11:00 a.m.**

BID DEPOSIT: Bid Bond or Cashier's/Certified check in the amount of \$5,000 (required)

PERFORMANCE BOND: 100% of total bid award (upon award of contract)

PREPARED BY
Village of Hoffman Estates
Department of Public Works
2305 Pembroke Avenue, Hoffman Estates IL 60169
847.490.6800

TABLE OF CONTENTS

Introduction Letter	2
Bid Notice	3
Bid Certificate Form	4
Substance Abuse Prevention Certificate	5
Contract	6
Performance Bond	7
Proposal Form	13
Reference Form	15
Instructions to Bidders	16
General Conditions	29
Scope of Services and Specifications	33
Special Provisions	37



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the 2026-2027 tree removal program. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment described in the bid notice and specified herewith must meet the performance required for heavy duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to ensure the non-exclusion of any manufacturer's product from the bid effort. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Minimum specification requirements must be met or exceeded.

Please note the following (also see special provisions):

- a) A bid bond or certified/cashier's check in the amount of \$5,000 is required as a bid deposit.
- b) A performance bond in the total contract amount is required of the successful bidder upon award of the contract.

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village.

If you have any questions with regards to these bid documents, please contact Nick Lackowski, Village Forester, at Nick.Lackowski@vohe.org or 847.490.6800.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Nebel".

Joseph Nebel
Director of Public Works

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

The Village of Hoffman Estates Department of Public Works is soliciting bids, as described in these documents, for:

2026-2027 TREE REMOVAL PROGRAM

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until February 2, 2026, at 11:00 a.m. All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information:

Company's Name
Company Address
Name of Bid ("2026-2027 TREE REMOVAL PROGRAM")
Date and Time of Bid Opening

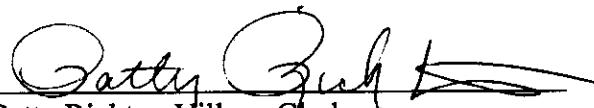
Specifications and complete bid documents may be obtained from the Office of the Village Clerk. Further information regarding this bid may be obtained by contacting Nick Lackowski, Village Forester, at Nick.Lackowski@vohe.org or 847.490.6800.

The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms.

The Village reserves the right to reject and/or award any and all bids, or parts thereof, and to waive formalities and technicalities according to the best interest of the Village.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

January 12, 2026
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON January 19, 2026 (DATE) PADDOCK PUBLICATIONS

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

RE: Certification of bidder, compliance with the Illinois Criminal Code

I/We hereby certify that, _____ (name of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: _____

Name/Title: _____ (please print)

Date: _____

Attest: _____ (Notary Public)

Commission Expiry: _____

Date: _____

(SEAL)

THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hoffman Estates that the undersigned has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

(Name of Contractor)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2026.

My Commission expires: _____

(Notary Public)

(SEAL)

THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the _____ day of _____ (month, year) between the Village of Hoffman Estates, acting by and through its Mayor and Board of Trustees, known as the party of the first part, and _____ (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

Clerk
(Seal Below)

The Village of Hoffman Estates

By: _____
Party of the First Part
(If a corporation)

Corporate Name

President, Party of the Second Part
(If a Co-Partnership)

Attest:

Secretary

Co-Partner

Co-Partner

Doing business under the firm name,
Party of the Second Part
(If an individual)

Party of the Second Part

THIS CONTRACT FORM IS MANDATORY. PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.

PERFORMANCE SURETY BOND
VILLAGE OF HOFFMAN ESTATES

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.

3. Surety waives all of its surety defenses including, but not limited to, the following:

a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;

b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;

c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;

d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release

Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

e) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

f) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

g) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- 1) abandoned the performance of its obligations under the Contract Documents; or
- 2) renounced or repudiated its obligations under the Contract Documents; or
- 3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

b) If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Development Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

5. Should Surety following notice of default

notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4b) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

- a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;
- b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;
- c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

6. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.

7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

8. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. No party other than the Village shall have any rights under this Bond as against the Surety.

11. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

12. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

13. Surety waives its right to trial by jury.

PERFORMANCE SURETY BOND
VILLAGE OF HOFFMAN ESTATES

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:

State of Incorporation:

Authorized Signature(s):

By: _____
Signature

(Type name and title)

Legal Name of Organization:

Address:

By: _____
Signature

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____: _____
COUNTY/CITY OF _____: _____

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

State of Incorporation:

Legal Name of Organization:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____: _____
COUNTY/CITY OF _____: _____

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____

CORPORATE SURETY

Type of Organization:

Liability Limit:

Legal Name and Address:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____: _____
COUNTY/CITY OF _____: _____

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____

**2026-2027 TREE REMOVAL PROGRAM
PROPOSAL FORM**

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone: _____

Signature _____ Date _____

Prospective bidders, please be aware:

- *This bid pertains to the comprehensive elimination of parkway trees, encompassing stump grinding and turf restoration. Take note of the timeline linked to the task and its associated processes.*
- *All proposed costs must cover the hauling and disposal of tree debris to an approved location.*
- *The estimated tree quantities are provided to aid in bid calculations and comparisons; however, the actual quantities removed during this program may differ.*
- *The measurements provided in this proposal form are based on diameter at breast height (DBH).*

2026 BID PRICING – Tree removal, stump grinding, debris disposal, and turf restoration.

REMOVAL CATEGORY	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Class A (6" to 12")	10	\$ _____	\$ _____
Class B (12.1" to 18")	60	\$ _____	\$ _____
Class C (18.1" to 24")	150	\$ _____	\$ _____
Class D (24.1" to 30")	110	\$ _____	\$ _____
Class E (30.1" to 36")	50	\$ _____	\$ _____
Class F (36.1" PLUS)	20	\$ _____	\$ _____
2026 BID TOTAL:	400	\$ _____	

2027 BID PRICING – Tree removal, stump grinding, debris disposal, and turf restoration.

REMOVAL CATEGORY	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Class A (6" to 12")	10	\$ _____	\$ _____
Class B (12.1" to 18")	60	\$ _____	\$ _____
Class C (18.1" to 24")	150	\$ _____	\$ _____
Class D (24.1" to 30")	110	\$ _____	\$ _____
Class E (30.1" to 36")	50	\$ _____	\$ _____
Class F (36.1" PLUS)	20	\$ _____	\$ _____
2027 BID TOTAL:	400	\$ _____	

INFORMATION ON PROPOSAL FORMS IS MANDATORY. PLEASE INCLUDE THREE COPIES WITH YOUR BID DOCUMENTS.

**2026-2027 TREE REMOVAL PROGRAM
REFERENCES**

BIDDER NOTE: List five (5) references where like-services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. References are mandatory.

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

2026-2027 TREE REMOVAL PROGRAM INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's own risk. By submitting a bid, it is assumed by the Village that the vendor has familiarized themselves with all conditions and intends to comply with them unless otherwise noted.

FORMS

All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the appropriate spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, IL. 60169 prior to the bid opening date and time published on the cover of this bid packet. Bidders should reference the Notice to Bid for instructions on preparing their bid proposal.

ALTERNATE/MULTIPLE BIDS

The specifications contained within this bid packet are not intended to eliminate or exclude any bidder due to minor deviations, alternates, or changes. Bidders that desire to deviate from these specifications in their proposal are permitted to submit alternate/multiple bids. However, alternate bids must be clearly indicated as such with deviations from the applicable specifications clearly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc. shall be referred to that individual so referenced in the Specifications section. Vendors wishing to submit a secondary bid must do so as an alternate bid. Only one bid will be accepted per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of sufficient quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived. No bid received thereafter will be considered. No responsibility will be assumed by the Village or the Village Clerk for premature or non-opening of bids not properly addressed and identified, except otherwise provided by law.

LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery of bid proposals. Mailed bids which are delivered after the specified time will not be accepted regardless of post marked time on the envelope.

BIDS BY FAX

Bids transmitted by fax will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of fax machine.

ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the Bidder will not be relieved from errors in bid preparation. Erasures in bids must be explained over signature of Bidder.

WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid, or any part thereof, may be granted if the request is received by the Village Clerk prior to the specified time of opening. After opening, the Bidder cannot withdraw or cancel their bid for a period of sixty (60) calendar days or such longer time as stated in the bid documents.

CONSIDERATION OF BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default to the Village upon any debt or contract, or that is a defaulter upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village. If requested, the Bidder shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment, fuel charges, packing, crating, freight, and shipping/unloading charges unless otherwise stated in this bid packet. Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Tax, and Federal Excise Tax. The Village will supply the successful bidder with the current tax exempt number.

Cash discounts will not be considered in determining contract price but may be used in the overall evaluation of bids.

AWARD OR REJECTION OF BIDS

The Village reserves the right to award and/or reject any and all bids, or parts thereof, and to waive formalities and technicalities in the best interest of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with this bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of the Bidder's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of compensation to the Bidder. **Any exceptions not taken by the Bidder shall be assumed by the Village to be included.**

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept such a bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

PAYMENT

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village representative and Bidder's compliance with all stipulations relating to the bid/contract.

REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of award: enter into a contract, in writing, with the Village covering all matters as are set forth in the specifications of this bid; and carry insurance acceptable to the Village covering public liability, property damage, and workmen's compensation.

COMPLIANCE WITH ALL LAWS

All work under contract must be executed in accordance with all applicable local, state, and federal laws, ordinances, rules, and regulations.

CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or their authorized designee.

NOTICES

All notices required by the contractor shall be given in writing.

NON-ASSIGNABILITY

The contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the Village Manager or their authorized designee. Such assignment shall not relieve the contractor from their obligations or change the terms of the contract.

INDEMNITY

The contractor shall indemnify and save harmless the Village, its officers, and its employees from any and all liability, losses, or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions, or proceedings of any kind of nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under this contract, including operations of subcontractors; and the contractor shall, at their own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgements shall be rendered against the Village in any such action, the contractor shall, at their own expense, satisfy and discharge same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment, and supplies, the Bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

REQUIRED INSURANCE

In submission of a bid, the Bidder certifies that they have all insurance coverages required by law or would normally be expected for Bidder's type of business. In addition, the Bidder is certifying that they have at least the following insurance coverage:

<u>Type of Insurance</u>	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Insurance – Broad Form	\$1,000,000	\$3,000,000

AUTOMOBILE LIABILITY

Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASES

Statutory for Illinois

Employer's Liability Coverage	\$1,000,000 per accident
-------------------------------	--------------------------

NOTE: the specifications may require higher limits or additional types of insurance coverages than shown above. The contractor will be required to furnish a certificate proof of insurance coverage.

The Bidder further agrees to indemnify the Village and save it harmless against and from all loss, damage, expense, liability, or claim of liability arising out of the performance of the contractor, any subcontractors, or their employees in connection with the contract. Contracts and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from operations under this agreement.

BID PERFORMANCE DEPOSIT

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required, it must accompany the bid. The deposit is to be in the form of a bid bond or certified/cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions section of these specifications.

ACCEPTANCE

After acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal.
- b. The contractor fails to make progress so as to endanger performance of the contract.
- c. The contractor fails to provide or maintain, in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

SPECIAL CONDITIONS

Wherever special conditions /requirements are written into the Specifications or Special Provisions which conflict with conditions stated in these instructions to bidders, the conditions stated in the Specifications or Special Provisions/Requirements shall take precedence.

PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on their bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of

the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

No less than the prevailing wage shall be paid for labor on the work to be done as required by law.

HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

If Illinois' rate of unemployment falls below 5%, this statue will no longer be in effect.

(30 ILCS 570/3) (from Ch. 48, par. 2203)

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (Source: P.A. 96-929, eff. 6-16-10.)

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only applies to prevailing wage eligible work being funded by the appropriated capital funds. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

BIDDER QUALIFICATIONS

All bidders must submit the following information on or before the time at which the proposal is required to be submitted:

- a. The location and description of the Bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the Bidder.
- d. A list of projects the Bidder presently has under contract.
- e. Any additional evidence tending to show that the Bidder is adequately prepared to fulfill the contract.

BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included within this document) certifying that Bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding bid rigging/rotating.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contests in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, **the form included with bid submittals must be notarized.**

DEVIATIONS

Unless denoted "no substitution", the Village's minimum required specifications may be exceeded. However, **vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish in lieu of the specification.** Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

ARTICLE 33E. PUBLIC CONTRACTS (720 ILCS 5/Art. 33E heading)

Sec. 33E-1. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance. (Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1).

Sec. 33E-2. Definitions

In this Act:

- a. "Public contract" means any contract for goods, services, or construction let to any person with or without bid by any unit of State or local government.
- b. "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.
- c. "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- d. "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.
- e. "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.
- f. "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.
- g. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- h. "Prime contractor" means any person who has entered into a public contract.
- i. "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.
- j. "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.
- k. "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.
- l. "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.
- m. "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.) (720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

Sec. 33E-3. Bid-rigging

A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

Sec. 33E-5. Acquisition or disclosure of bidding information by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.
- b. Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.

- c. It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is also made generally available to the public.
- d. This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

Sec. 33E-6. Interference with contract submission and award by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.
- b. Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offerer that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.
- c. It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.
- d. Any bidder or offerer who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.
- e. Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.
- f. It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.) (720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

Sec. 33E-7. Kickbacks

- a. A person violates this Section when he knowingly either:
 - 1. provides, attempts to provide or offers to provide any kickback;
 - 2. solicits, accepts or attempts to accept any kickback; or
 - 3. includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.

- b. Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.
- c. A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.
- d. Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

Sec. 33E-8. Bribery of inspector employed by contractor

- a. A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.
- b. Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9} (from Ch. 38, par. 33E-9)

Sec. 33E-10. Rules of evidence

- a. The certified bid is *prima facie* evidence of the bid.
- b. It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

Sec. 33E-11

- a. Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- b. A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid. (Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article. (Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

Sec. 33E-14. False statements on vendor applications

- a. A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.
- b. Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.) (720 ILCS 5/33E-14)

Sec. 33E-15. False entries

- a. An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book,

report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.

- b. Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-15)

Sec. 33E-16. Misapplication of funds

- a. An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.
- b. Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-16)

Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony. (Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

Sec. 33E-18. Unlawful stringing of bids

- a. A person commits unlawful stringing of bids when he ,or she, with the intent to evade the bidding requirements of a:ny unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.
- b. Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.) (720 ILCS 5/33E

2026-2027 TREE REMOVAL PROGRAM GENERAL CONDITIONS

The work included in this contract shall be for the removal of parkway or site trees located on public property rights-of-way within the Village of Hoffman Estates. Proposal costs shall include hauling and disposal of all logs, limbs, branches, brush, woodchips, and debris resulting from this work as well as grinding of stumps and associated surface roots to a depth of 18 inches below grade and the removal of grindings to grade. Follow up raking of lawn areas and sweeping of sidewalks, streets, and gutters to restore the area to its original condition is required. Vendors shall inform themselves of all conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed as required under this contract.

The Village reserves the right to add or delete from the contract, as deemed necessary. No adjustments in contract unit prices will be made for decreases or increases in services from the contract. This contract will be under the direct administration of the Director of Public Works and/or their designee. Any alterations or modifications to the work performed under this contract shall be made by written agreement between the contractor and Director or Designee. No claims for extra work or materials shall be allowed unless authorized by written agreement.

PRE-TREE REMOVAL OPERATIONS MEETING

The successful contractor shall be required to attend a meeting, scheduled by the Village, prior to performing any tree removal operations. A written schedule for tree removal shall be submitted to the Village Forester at this meeting. If the contractor finds it necessary to deviate from this schedule, the Village Forester is to be notified prior to any changes being made. The Village Forester shall be notified at least seven working days prior to the start of tree removal operations. Attendance by the contractor at this meeting declares that the contractor has carefully examined the proposal.

OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS

The contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

PROTECTION OF THE PUBLIC

Public safety is of the utmost importance. The Contractor shall exercise all necessary caution to protect pedestrian traffic and the motoring public. The Contractor shall be responsible for maintaining proper traffic control and is required to comply with all OSHA, ANSI, and IDOL trade standards as well as all safety laws of the Federal, State, local, and Village governments. The current specification of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition, shall apply to this maintenance operation. Proper warning signs and devices are required during all hours of tree removal operations. The contractor shall make every effort to ensure that driveway aprons and the street are not obstructed with branches and materials that would prevent residents from entering and leaving their property.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

All necessary and reasonable precautions shall be taken to avoid damage to existing structures, plants, and lawns. All pavements, sodded and planted areas, and structures and substructures which are disturbed during the execution of any work shall be restored to their original condition or better by the Contractor. Should any damage or unauthorized disturbance to any public property (including pavements and sidewalks) or utility facility occur, the contractor shall immediately notify the owner of the property or facility as well as the Village of Hoffman Estates Department of Public Works.

PROTECTION OF OVERHEAD AND UNDERGROUND UTILITIES

Contracted tree removal operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility company if damage should occur, and shall be responsible for damage due to Contractor's operations. The Contractor shall make arrangement with the appropriate utility company for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the removal operations of this contract. Prior to performing any stump grinding operations, it is the sole responsibility of the contractor to notify JULIE within the specified 48-hour notice to ensure protection of all underground infrastructures.

STREET CLOSURES

Closure of any street or lane shall not be permitted unless authorized by the Director of Public Works or their designee. If approval is granted, all proper barricading and detouring of traffic shall be accomplished in conformance with the latest edition of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations.

EMPLOYEE CONDUCT

All employees of the Contractor, working in the Village, are expected to conduct themselves in a safe, friendly, and professional manner. The Contractor shall immediately notify the Village of any accidents or injuries and provide all pertinent information in a written report. This report shall include, but not be limited to, location of the accident or injury, nature of accident, vehicles involved, and any other information requested by the Village.

Neither the contractor nor his agents or employees shall solicit gratuities of any kind for the performance of any work included in the contract. Violation of the provisions of this item shall be grounds for termination of this contract.

INSPECTIONS BY VILLAGE PERSONNEL

The Village Forester, or a designee, at any time during and/or following tree removal operations, shall make inspections of the sites, trees, Contractor's removal practices, etc., to determine Contractor compliance with specifications, requirements, and ordinances.

RIGHT TO SUSPEND WORK

The Village reserves the right to suspend the work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work; or until such time necessary by reason of failure on the part of the Contractor to carry out direction given, or to perform any or all provisions of the contract. No additional compensation shall be paid to the Contractor because of such suspension.

LICENSES AND PERMITS

The Contractor shall, at their expense, procure a contractor's license through the Village of Hoffman Estates Code Enforcement Department required to conduct the work necessary under the terms of this contract. Should it be necessary for removal operations to occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation and/or Cook County Highway Department, it shall be the responsibility of the Contractor to obtain all necessary permits, lane closures permits, and other needed authorization to conduct removal operations on these rights-of-way.

The Contractor will not be included under the general maintenance permits issued to the Village. The Contractor shall provide any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

SUBCONTRACTS

The Contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the Director of Public Works. Subcontractors, as approved, shall be bound by the conditions of the contract between the Village and the Contractor. All required notices, work orders, directives, and requests will be directed to the Contractor. All directions given to the Subcontractor, in the field, shall bind the Contractor as if notice had been given directly to the Contractor.

CONCURRENT OPERATIONS

This is a non-exclusive contract with the Village. The Village reserves the right to use other contractors or its own employees to perform tree removal or tree maintenance work similar to that being performed under terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

SCHEDULING OF WORK AND COMPLETION TIMELINE

The Village Forester shall provide to the Contractor an estimated list of the number of each size of tree to be removed and the total budget amount which shall not be exceeded by the Contractor. The Contractor shall submit, for approval, a schedule for these removal operations. All removals shall be completed no later than November 15th of the current year.

Unless otherwise authorized by the Director, failure of the Contractor to comply with the approved removal schedule shall be sufficient cause to give notice that the Contractor is in default of the contract. Contingent upon funding, the Village will provide the awarded contractor with a timeline of quantities to be removed per business quarter as defined below.

Stump grinding shall be completed within one month following tree removal and no later than November 15th of the current contract year.

Restorations shall be completed no later than December 1st.

TREE REMOVAL AND RESTORATION TIMELINE		
Q1	Jan 1 – March 30	10 % of funded removals completed. Restorations completed by May 15.
Q2	Apr 1 – Jun 30	50 % of funded removals completed.
Q3	Jul 1 – Sep 30	75 % of funded removals completed.
Q4	Oct 1 – Dec 1	100% of funded removals completed Restorations completed by December 1.

The Village reserves the right to alter any forms issued for use under this contract as needed in order to ensure the collection of all data necessary to update records and evaluate contractor performance.

OVERNIGHT PARKING ON STREET

No vehicles or equipment shall be parked overnight in the street or parkway without prior authorization of the Director of Public Works.

MEASUREMENT AND PAYMENT

Tree removal shall be paid for at the contract unit cost for tree removal of the size class specified and multiplied by quantity of trees removed. The classification of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of trees shall be measured at a height of 4 ½ feet above the average ground level of the tree. Multi-stemmed trees having a crotch less than 4 ½ feet above the ground shall be measured at the height of one foot below the crotch.

The Contractor shall submit invoices monthly. Payment of such invoices shall be made within thirty (30) days after receipt of invoice and following the satisfactory inspection of completed work to permit the updating of necessary records that allow for invoice verification. All submitted invoices shall contain removal date, address, number of trees at address, species, DBH, and invoice amount.

SIZE CLASS BY DBH

Class A – Six plus inches (6”+) to twelve inches (12”)

Class B – Twelve plus inches (12.1”+) to eighteen inches (18”)

Class C – Eighteen plus inches (18.1”+) to twenty-four inches (24”)

Class D – Twenty-four plus inches (24.1”+) to thirty inches (30”)

Class E – Thirty plus inches (30.1”+) to thirty-six inches (36”)

Class F – Thirty-six plus inches and over (36.1”+)

2026-2027 TREE REMOVAL PROGRAM
SCOPE OF SERVICES AND SPECIFICATIONS

All tree removal operations shall be performed in accordance with the following:

- a. ANSI A300-2023, or the most current revision, for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices.
- b. ANSI Z133-2017, or the most current revision, for the arboricultural safety requirements Tree Care Operations – Pruning, Trimming, Repainting, Maintaining and Removing Trees, and Cutting Brush – Safety Requirements.
- c. Tree Pruning Best Management Practices, International Society of Arboriculture (most current).
- d. Tree removal operations shall include the complete removal of the canopy and trunk of tree and, if authorized, the grinding of the stump and surface roots to a depth of 18" and the follow up removal of the stump grindings to grade.
- e. Before beginning any tree removal, the chain-saw operator and/or crew leader shall conduct an on-site meeting with all crew members to discuss the work plan. Contractor shall carefully consider all relevant factors pertaining to the tree and site and shall take appropriate actions to ensure a safe removal operation.
- f. Ropes and rigging equipment shall be used when lowering all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. If any damage occurs to public or private property, the Contractor shall immediately notify the Village Forester or their designee. Damage will be repaired, to the Village's satisfaction, with the contractor incurring the expense for said repairs.
- g. Trees marked for removal, which are growing into utility wires, will require topping. The Contractor shall make arrangement with the appropriate utility company for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the removal operations of this contract.
- h. **Following tree removal, for a period not to exceed 15 working days:** Perform stump grinding for all removed trees to prevent trip hazards and facilitate turf restoration. Ensure that the stumps are ground to a level that allows for seamless turf restoration.
- i. After completing stump grinding and debris pick-up, the subsequent restoration phase must commence within a maximum of ten (15) days. During the stump removal and restoration process, measures shall be taken to minimize disruption to existing turf areas. **All reasonable efforts shall be made to bring the area to grade and finish it in a manner that avoids mounding, uneven surfaces, or depressions that could impede or hinder regular mowing operations or compromise safety.**
- j. All disturbed turf areas shall be restored to a condition consistent and level with the surrounding landscape. Restoration shall include the placement of suitable topsoil, appropriate grading, and the application of seed (or sod where specified) to foster healthy turf establishment and long-term maintenance. Equipment used by the Contractor for tree removal operations shall be of sufficient type, capacity, and quantity to safely and efficiently perform the work as specified. Under no circumstances shall any motorized equipment be permitted to be driven on driveways, or public areas while performing work under the provisions of this contract. All equipment to be used by the Contractor shall be listed and supplied in writing at the time of bid opening. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on site demonstration of the capability of any proposed equipment to provide satisfactory performance. **In the event the Contractor's equipment breaks down in the field or otherwise, the Contractor will supply replacement equipment within 24 hours of the breakdown.**

When performing tasks outlined in this tree removal bid, it's essential to examine specific details concerning the tree removal process. The contractor is encouraged to refer to the terminology stated below and within these bid documents for further understanding.

Tree Removal:

Tree removal is the systematic elimination of a tree's canopy and trunk, cutting it down to ground level. The process ensures that the remaining stump does not protrude more than 3 inches above the surrounding grade, emphasizing a commitment to safety throughout the procedure.

Stump Grinding:

Stump grinding is a process that employs specialized equipment, prioritizing proper equipment selection and validation of utility locates. This process is utilized to eradicate the remaining portion of a tree stump after the tree has been cut down or removed. The emphasis on suitable equipment and verification of valid utility locates is crucial for the safe and efficient execution of stump grinding, reducing potential risks and ensuring the thorough removal of the stump from the ground to a depth of at least 18 inches below the surface.

Stump Debris Clean Up:

Stump debris clean-up refers to the process of removing and tidying up the residual material, such as wood chips, soil, and any remaining fragments, resulting from stump grinding or tree removal activities. This phase is essential for restoring the landscape and ensuring a clean and safe environment.

Turf Restoration:

Turf restoration following stump grinding is the procedure designed to revitalize and rehabilitate the ground where stump grinding activities have occurred. Once a tree stump is ground down, the site may be characterized by disturbed or bare soil. Turf restoration entails the meticulous process of reintroducing or establishing a robust grass cover in this area. The objective is to seamlessly restore the site using high-quality topsoil and grass seed, often incorporating seed matting for added support. By doing so, the aim is to enhance both the visual appeal and functionality of the landscape. Ultimately, turf restoration ensures that the land regains a functional and aesthetically pleasing state after the stump grinding process.

EQUIPMENT

Equipment used by the Contractor for tree removal shall be of sufficient type, capacity, and quantity to perform the removal work safely and efficiently, as specified. Under no circumstances shall any motorized equipment be permitted to be driven on parkways, driveways, or public areas while performing work under the provisions of this contract.

All equipment to be used by the Contractor shall be listed and supplied in writing at the time of bid opening. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on site demonstration of the capability of any proposed equipment to provide satisfactory performance.

In the event the Contractor's equipment breaks down in the field or otherwise, the Contractor will supply replacement equipment within 24 hours of the breakdown.

STUMP REMOVAL AND GRINDINGS

All tree stumps resulting from tree removal operations shall be ground to a depth of 18" below grade. **Surface roots shall also be removed** to a depth of at least 6" below grade. The grindings produced as a result of tree stumping operations shall be removed to grade level within 10 days of the grinding operation.

The Contractor shall be responsible for having all stump locations called in and located by way of JULIE (1-800-823-0123 or 811) prior to performing any stump grinding activity.

CLEANUP AND DISPOSAL

All material and/or debris produced as a result of tree removal operations shall be removed from the site each evening prior to work crews leaving the site. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches, and logs shall be removed from the parkway at the end of each day's operation. Areas experiencing removal operations are to be left in a condition equal to that which existed prior to the commencement of removal operations.

Please note, this bid includes contractor/bidder hauling and disposal of all tree debris at legal disposal locations of the contractor's choice and at the contractor's cost. No temporary storage of materials and/or debris will be permitted at Village facilities/sites.

AERIAL LINE CLEARANCE

It shall be the responsibility of the Contractor to make special arrangements, as needed, with the utility companies to provide clearance around their aerial facilities. All removals shall be done in a manner so as not to endanger the aerial facilities or persons working on this project.

HOURS OF OPERATIONS

All Contractor tree removal operations shall be performed between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. No tree removal operations shall be performed on Saturdays, Sundays, or legal holidays unless requested in writing and approved by the Director of Public Works. All scheduled tree removal operations and associated tasks shall be completed by November 15th of the proposed contract year.

RESIDENT NOTIFICATION AND CONTACT

Contractor crew members are likely to have contact with Village residents during the performance of removal operations and are expected to respond to residents in a courteous and professional manner. Residents in areas scheduled for contract tree removal operations will receive information provided by Village personnel prior to any removal activities. Additionally, the Contractor will be provided with a phone number of Village personnel for the purpose of referring resident questions, concerns, etc.

WORK CREW SUPERVISION

The Contractor shall provide adequate supervision of each crew at all times while working in the Village. Each supervisor must have an up-to-date Certified Arborist designation, must be able to converse in the English language, and shall be authorized to accept and act upon directives issued by the Village Forester or their designee. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury, property damage, or safety hazards.

Supervisors shall be required to work with and supervise removal crews at all times under this contract.

INSPECTION OF WORK

All phases of parkway tree removal operations performed under this contract may be subject to inspection by with the approval of the Village Forester or their designated representatives.

The Village shall have the right to inspect any materials or equipment to be used for the duration of the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work finished under this contract up to the time of final acceptance by the Village. Items not complying therewith may be rejected by the Village and shall be replaced by the Contractor at no cost to the Village.

**2026-2027 TREE REMOVAL PROGRAM
SPECIAL PROVISIONS**

ALL-INCLUSIVE BID SUM

The bid sum shall include everything specified and/or otherwise required to complete the project in its entirety. No claim for additionally required materials and/or labor shall be honored by the Village.

SECURITY DEPOSIT REQUIREMENTS

A Bid Bond, Cashier's Check, or Certified Check in the amount of \$5,000 is required with the submission of a proposal.

PERFORMANCE BOND REQUIREMENTS

Prior to execution of the Contract, the successful Vendor shall furnish surety bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of One Hundred (100%) Percent of the Total Proposal Award for the contract. The cost of furnishing such bonds shall be included in the Bid.

SEPARABILITY

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

CONTRACTOR PROPOSAL PRICE COMPARISON

For the purpose of comparing bids, the anticipated quantity of trees to be removed during the contract year will be used in extending the unit prices to arrive at the total bid price. Quantities are estimates and are subject to change.