



**VILLAGE OF SCHAUMBURG**  
PROGRESS THROUGH THOUGHTFUL PLANNING

January 6, 2020

Subject: Invitation for Bid – # PW-503 20  
From: Jan Williams, CPPB, Buyer  
Purchasing Division

The Village of Schaumburg IL has a current sealed bid opportunity for **Contractual Tree Maintenance Services**. Bids are due no later than 11:00 a.m. on Thursday, January 30, 2020.

*Bids shall be submitted in sealed envelopes clearly identified with the Respondent's name, address, subject matter and project number of bid as indicated in the specification, and designated date and time the bids are due. **Absolutely NO electronic bids will be accepted***

Village bids and proposals are available on-line via the village's internet web site. The instructions for accessing this site and down loading the PDF files have been provided on page two of this notice.

It is extremely important that you immediately notify the Purchasing Division via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) if your firm intends to submit a response to the electronic document. This step is necessary to establish a communication link between the village and the Respondent so that any addenda or other relevant information may be transmitted properly. The Respondent, not the village, is responsible for obtaining any addenda to the original specification when the Respondent chooses the option of downloading electronic files. Addenda and other relevant information will be posted on the *Business to Government-Commerce and Bid Information* web page.

Documents may also be obtained at the Village of Schaumburg, Purchasing Division, 101 Schaumburg Ct., Schaumburg, IL from of 9:00 a.m. to 4:00 p.m., Monday through Friday. **If there are blueprint plans with the project, the files will be provided in CD format, not paper.**

**Please complete the information requested below and return via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com).**

Our firm has obtained the electronic PDF file for **Contractual Tree Maintenance Services** and will be submitting a sealed response.

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

Complete Mailing Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The Village of Schaumburg's internet web site provides purchasing related information for current & future village suppliers.

**IMPORTANT! Vendors that download and print documents from this web site are responsible for obtaining ALL files associated with the individual bids or proposal. In order to maintain the line of communication, vendors intending to respond to a bid or proposal document must provide the Purchasing Division with all company contact information via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com).**

**To access the Village of Schaumburg website:**

- Logon to: [www.villageofschaumburg.com](http://www.villageofschaumburg.com), the main page of the village's web site.

The **Business to Government** page provides general information and access to the village's *Vendor Registration Form*, *Freedom of Information Form*, and several purchasing related links. To find this page, single click on the left side of the main website page.

The **Current Requests for Bids and Proposals** page provides access to downloadable PDF bid and proposal documents.

Please read the instructions entirely. Below the instructions is a list of bid & proposal opportunities. Access any of the listed projects by single clicking on the individual **TITLE**. A complete detail of the specific project will open up. All document files related to the specific project will be provided as PDF at the bottom of the detail page.

The **General Terms and Conditions** page provides answers to frequently asked questions concerning how to do business with the Village of Schaumburg. To find this page, single click on the left side of the *Business to Government* web page.

The **Procurement Processes** page provides an explanation of the processes utilized by the Village of Schaumburg for procurement of goods and services. To find this page, single click on the left side of the *Business to Government* web page.

**Village of Schaumburg  
Legal Notice  
Invitation for Bid**

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The Village of Schaumburg, IL will accept sealed bids for **Contractual Tree Maintenance Services**.

Specifications and all Contract Documents are available on-line on the Village of Schaumburg's Purchasing Division web page at [www.villageofschaumburg.com](http://www.villageofschaumburg.com) under **Bids & Proposals**. They may also be obtained from the Village of Schaumburg, Purchasing Division, Atcher Municipal Center, 101 Schaumburg Ct., Schaumburg, IL, 60193 during the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday with prior notification. Prices quoted must be valid for a minimum of 60 days from the date of the bid opening.

Bids will be received by Jan Williams, CPPB, in the Purchasing Office, at the above address until **11:00 a.m. Thursday, January 30, 2020**. All bids will be publicly opened immediately thereafter.

Bidders are advised of the following requirements of this contract: 1) 10% Bid Security with the bid submittal; 2) 100% Performance Bond and; 4) Labor and Material Payment Bond on award of contract; 3) Insurance Certificate and Endorsement.

The Village of Schaumburg reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids. The Village of Schaumburg does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Legal Notice shall be directed to Jan Williams, CPPB, Purchasing Office, at (847)923.4512. **All detailed questions concerning the actual bid specification are to be forwarded in writing via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) no less than five (5) business days prior to the scheduled bid opening date.**

Following review and the Purchasing Division's receipt of an award recommendation, contract awards will be posted on the Village of Schaumburg's Internet web site <http://www.villageofschaumburg.com>.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the Village Manager's Office at (847) 923.4708 at least one (1) week prior to this public meeting if possible.

Lisa Petersen  
Finance Director

## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

- 1. That** it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- 2. That**, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That**, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
- 4. That** it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5. That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 6. That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 7. That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Schaumburg does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

## **STANDARD CONDITIONS**

**Contract Documents:** Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "Village" shall refer to the Village of Schaumburg, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

**Interpretation of Contract Documents:** Each request for interpretation of the Contract Documents shall be made in writing addressed Purchasing Division, Village of Schaumburg, 101 Schaumburg Ct., Schaumburg, IL 60193 and shall be received at least five (5) business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

**Electronic Bid Documents:** Bidders that download PDF documents from the Village of Schaumburg's Purchasing Division internet web page must immediately notify the Purchasing Division via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the Village and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Village, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the *Current Requests for Bids and Proposals*, project specific, web page.

**Submittal of Bid:** Bids must be submitted to the attention of Jan Williams, CPPB at the above address no later than 11:00 a.m. on Thursday, January 30, 2020. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders shall carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in **sealed envelopes** carrying the following information: Bidder's name, address, subject matter and project number of bid as indicated in the specification, and designated date and time of the bid opening.

**Withdrawal of Bid:** Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

**Bidder's Qualifications:** No award will be made to any Bidder who cannot satisfy to the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village's decision or judgment on these matters shall be final, conclusive, and binding. The Village may make such investigations as it deems necessary. The Bidder shall furnish to the Village, under oath if so required, all information and data the Village may request for the purpose of investigation.

**Preparation of Bid:** The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents and any further specified documentation. The Village will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

**Compliance with Laws:** The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

**Alternate:** Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Village's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase **Alternate Bid** shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, **if required**, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.

**Freedom of Information Act (FOIA)**: The Village is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Village may be in possession of records covered by this act and therefore will be required to provide the Village with those records upon request and within the time frame of the Act.

**Confidentiality**: As a public agency, the Village is required to adhere to Freedom of Information Public Act 96-542. If a responding firm intends to request confidentiality on any portion of a bid, the submittal shall also include a redacted copy of the bid. Limited redactions will be considered. However, entire full redaction of bid submittals will not be considered for award. If a redacted copy is not provided, the original submittal may be released by the Village as received.

**Bid Review**: The Village reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

**Form of Contract**: The form of contract between the Village and the successful Bidder will be a purchase order referencing the bid specification, the bid submitted by the successful Bidder, and the resulting purchasing order.

**Bid Results**: Following the bid opening, bid tabulations will be posted on the Village's Internet web site at [www.ci.schaumburg.il.us](http://www.ci.schaumburg.il.us) under the **Bids & Proposals**, project specific, web page. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award. Final awards will be posted when approved.

**Delivery**: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered, designated location, Schaumburg, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the Village, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:00 a.m. and 3:30 p.m. and at all other Village locations 8:00 a.m. and 4:00 p.m., weekdays only.

- **NOTE**: The Public Works Facility does have a raised loading dock. All other Village locations **do not** have access to a raised loading dock. Deliveries requiring removal from the delivery truck via a forklift provided by the Village must be arranged with the Village twenty-four (24) hours in advance of the expected delivery date.

**Inspections**: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Bidder.

## **A. GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS**

**Scope of Work:** The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the Village. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. **The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.**

**Licensing and Permits:** The successful Bidder and their subcontractor(s) must be licensed with the Village and shall obtain all required building permits prior to the start of any work. The Village will waive applicable Village permit fees for the specific contract. Permit application forms may be obtained from the Community Development Department and license application forms may be obtained at the Collector's Office at the Village of Schaumburg, 101 Schaumburg Court, Schaumburg, IL.

**Payment:** Payment shall be made within 30 days of invoice receipt and approval, unless otherwise specified in the agreed upon contract. **All invoices must include the PO number associated with the order and shall be submitted to the Village of Schaumburg, Accounts Payable Division, 101 Schaumburg Rd., Schaumburg, IL 60193.** If prevailing wage is a requirement of the contract, the invoice must include certified payroll and waivers. Failure to submit all documentation as specified may result in delay of invoice payment.

**Period of Unemployment:** Public Act 30 ILCS 570 Employment of Illinois Workers on Public Works Act must be adhered to in entirety by the awarded contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

**Toxic Substance:** Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet).

**Guarantees and Warranties:** All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Village before final payment on the contract is issued.

**Termination of Contract:** The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such a manner as the Village may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Village that, in the sole opinion of the Village, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

**Hold Harmless Agreement (Contractual Liability):** The Bidder shall, without regard to the availability or unavailability of any insurance either of the Village or the Bidder, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Bidder's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

\* **Special Requirement:** If the Bidder is an architectural firm or engineering firm, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

**Insurance:** The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Schaumburg as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

The Bidder will provide written Proof of Endorsement, with the General Liability policy number on the endorsement.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.
- F. A certificate of insurance is required as evidence of coverage, with the Village of Schaumburg named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Village will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Village. Contractor will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Contractor waives any right of subrogation it may have or later acquire against the Village.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.



## **B. CONSTRUCTION SUPPLEMENTAL ADDITIONAL CONDITIONS**

**Examination of Premises, Measurements, and Elevations:** If applicable, the Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the Village, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful Bidder must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities. The Village will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay, or need for additional equipment on the job site.

No claim whatsoever will be allowed to any contract for changes, extra work, or material, not included in the Bidder's original bid, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to subsurface or latent physical conditions, or unknown physical conditions at the site. The Bidder is responsible for making a full examination of the site of the proposed work, and bid documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their bid. The Bidder is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed.

**Change Orders:** After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the Director of the lead department and approved by the Village Manager and/or the Village Board.

Public Act 094-0460 will require the successful contractor verify any change order request you receive from a subcontractor will not exceed 49% of your original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require your opening up that portion of the work to competitive bidding.

**Failure to Execute:** Failure to execute the contract shall, at the option of the Village, constitute a breach of the agreement made by acceptance of the bid, and the Village shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Village.

**Bid Security:** Each bid shall be accompanied by a bid security in the amount of 10% of the total amount bid. Bid security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the Village of Schaumburg, or an original Bid Bond (***may NOT be a copy or facsimile***) by a surety company which is satisfactory to the Village and is qualified to do business in Illinois. Electronically produced bid security, with digital signature and notary stamp, will be acceptable. Bids not accompanied by a bid security will be rejected. The bid security of the **unsuccessful Bidders** (if in the form of a certified check or cashier's check) will be returned after the contract is awarded, or earlier, if the Village does not deem it necessary to retain the Bid Security. The bid security of the **accepted Bidder**, (if in the form of a certified check or cashier's check) will be returned either upon execution of a contract and submittal of a performance and payment bonds, if required by the specifications or, where no performance or payment bond is required, when, in the Village's estimation, the contract has been satisfactorily completed. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of contract and the Village's receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the

Bidder fail to fulfill the contract as set forth, the bid security shall become payable to the Village as liquidated damages.

As an option to those Bidders with Internet access, bid security may be satisfied by filing an Electronic Bid Bond. To file an Electronic Bid Bond contact Surety 2000 at [www.surety2000.com](http://www.surety2000.com) or call 1.800.660.3263. The Electronic Bid Bond ID# must be indicated on the Bid Sheet in the appropriate place.

**Performance Security:** The successful Bidder shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the Village prior to the start of any work. Each of the bonds shall be in the sum of 100% of the contract amount. The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For contract awards that are less than \$100,000.00, a Letter of Credit, in a form suitable to the Village, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond.

**Letter of Credit – required content:** Any letter of credit (herein after LC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content.

The LC must be irrevocable, made in favor of the Village of Schaumburg (Beneficiary), and for the account of the Bidder (Applicant). The aggregate amount of the LC must be at least 100% of the awarded contract amount. The bank issuing the LC must be acceptable to the Village of Schaumburg. The expiration date of the LC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Bidder if need be. The LC must provide for partial drawings. Drawing(s) are to be made when the Village of Schaumburg presents a letter to the issuing bank, signed by the Village Manager or the acting Village Manager, referencing the LC number and stating the amount of funds to be drawn against the LC and also containing the following declaration: “I hereby certify that the applicant has not performed as required by the contract established between the applicant and the Village of Schaumburg”. Payment(s) against the LC will be made by the issuing bank upon presentation of this letter.

**Waiver of Lien:** Where applicable, a Waiver of Lien and Contractor’s Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the Village approving final payment.

**VILLAGE OF SCHAUMBURG  
CONTRACTUAL TREE MAINTENANCE SERVICES  
DETAILED SPECIFICATIONS**

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**Intent:** The intent of this contract is to provide **Contractual Tree Maintenance Services**, as specified in this bid document. This Invitation for Bid is open to all contractors actively engaged in supplying tree maintenance services as specified herein. Bidders will be required to demonstrate their capability through references or by means acceptable to the Village of Schaumburg (hereafter Village). The Village may award more than one (1) contract for the work tasks detailed in these specifications. Bidders may be selective as to whether they bid for the award of any of the groups of work.

Engineering and Public Works Department personnel currently perform a number of the functions that are being bid. In many functions the contractor will be asked to supplement Village forces when workload becomes too high for Village forces to handle. Contractors are advised to carefully price each area highlighted within each group. The Village may decide to forgo contracting out a specific area, to enable in-house personnel to continue performing the responsibility if it is in the best interest of the Village.

**General Notes:** The Village will provide work assignments utilizing the asset management software, Cityworks. The selected contractor(s) will be required to have or to purchase a tablet or smart phone running either the Apple iOS or the Android platform (Windows Mobile is not supported) that has a cellular card and supports the Cityworks native mobile app, in order to review and complete work orders. The Cityworks native mobile app is available for free through the respective platform's app stores.

**Questions:** All questions shall be submitted in writing to the Purchasing Division via email to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) no less than five (5) business days prior to the scheduled bid opening date. **No questions will be accepted verbally. Bidders are advised not to contact the Engineering and Public Works Department directly during the open solicitation period.**

**Scope of Work:** The work will consist of tree maintenance trimming by area, on-call tree trimming services and removals, watering of trees, emergency tree trimming, brush pickup, disease and insect control, fertilization, and all other work necessary to complete this contract in accordance with the specifications herein.

**Contract Administration:** For the purpose of this contract, the term Contract Administrator shall refer to the Director of Engineering & Public Works (hereafter Director) or his authorized representative. This contract will be administered and direction given by the Contract Administrator.

**Location of Work:** This work will involve the maintenance of the urban forest throughout the Village as well as along the boulevard/corridor streets and other locations around the Village as determined by the Contract Administrator.

**Term of Contract:** This contract will begin on May 1, 2020 and shall be in full force and effect to and including April 30, 2021 subject, however, to the right of the Village to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. The

Village invokes the right to cancel the contract for poor performance, and/or for other issues that the Village deems unacceptable or below the standard specified in the contract. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever. Upon normal expiration of the contract, the Contractor shall continue, at the sole option of the Village, to provide services on a month-by-month basis, under the same terms and conditions, for a period not to exceed four (4) months.

This contract may be renewed for three (3), one (1) year optional extensions. The optional years will automatically renew providing the Village of Schaumburg has not notified the vendor by written notice, not less than ninety (90) days prior to the contract expiration date, of the Village's intent to re-solicit new bids.

A one-time economic adjustment for labor, material, and equipment costs may be negotiated for each one-year extension to the contract after the initial one-year contract period. This economic adjustment may not exceed the published local Consumer Price Index (CPI) for the previous twelve-month period. The contracted vendor shall be responsible for notifying the Village (by written notice) of any requested increase not less than ninety (90) days prior to expiration of the contract year.

This contract places no obligation on the Village to appropriate funds for this service beyond the initial fiscal year term of the contract and is dependent upon sufficient funds being appropriated each fiscal year by the Village for this work.

**Bid Evaluation and Award:** Bids will be evaluated and awarded on the basis of price bid for each group as listed on the *Bid Sheet* with a not to exceed amount as approved in each of the fiscal year budgets. The Village reserves the right to award multiple contracts on the basis of the bid for each group. The Village reserves the right to accept or reject any or all bids and make the award or awards it deems in the best interest of the Village.

**Definition of Terms:**

- ❖ **EPICORMIC GROWTH:** The undesirable growth of small shoots on the trunk of a tree or on major limbs in close proximity to the trunk, or below the graft union on the ground.
- ❖ **INTERFERING BRANCHES:** Branches that are growing in contact with or within eight (8) feet of man-made structures or overhanging a structure.
- ❖ **OBJECTIONABLE BRANCHES:** Branches that are growing in such a manner so that they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

**General:** All work must be completed to the satisfaction of the Contract Administrator, and any question as to proper procedures or quality of workmanship will be resolved by same.

The contractor shall consult with the Contract Administrator, concerning the details and scheduling of the work contemplated herein, and shall be governed by decisions of the Contract Administrator.

The Village will not pay for travel to or from place of business, nor loss of time due to equipment breakdowns.

The Village will not accept any logs, brush, or wood chips generated as any part of this contract. The contractor will be responsible for disposing of all debris generated from any part of this contract at his expense. This disposal is considered incidental to the contract and will not be paid for as a separate item. All debris generated through this contract shall be removed by the contractor at the end of each work day. Exceptions to this may be granted only by the Contract Administrator.

**Examination of Site:** Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required under this contract.

The contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the contractor did not inform him prior to bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

**Safety:** The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor shall abide by all EPA and OSHA safety standards and regulations. **THE VILLAGE OF SCHAUMBURG IS NOT RESPONSIBLE FOR SITE SAFETY. THE CONTRACTOR IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE MEANS, METHODS, AND TECHNIQUES AND ALL SITE SAFETY.**

**Traffic Control and Protection:** This item of work shall include furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning or directing traffic, pedestrians, and cyclists during the construction/work of this improvement. Traffic Control and Protection shall be provided as noted, and will comply with all Highway Standards and applicable sections of the "Standard Specifications".

The following traffic control requirements are of special importance. Conformance to these requirements, however, shall not relieve the contractor from conforming to all other applicable requirements of the Standard Specifications for Road and Bridge Construction.

The governing factor in the execution and staging of work for this project is to provide the residents, pedestrians, cyclists, and motoring public with the safest possible travel conditions along the street section for this project. The contractor shall so arrange his operations as to keep the closing of any street section to a minimum.

All traffic control devices used on this project shall conform to the special provisions, traffic control standards, "Standard Specifications for Traffic Control Devices" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", most recent editions.

Traffic control devices include: signs and their supports, signals, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction/work zone.

The contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction/work operations in order to keep lane assignment consistent with barricade placement at all times. The contractor shall cover all traffic control devices which are inconsistent with detour or lane assignment patterns during the transition from one construction/work site to another.

Construction/work signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours. The contractor shall furnish, post, and remove "No Parking" signs as required and/or directed by the Contract Administrator.

The contractor shall ensure that all traffic control devices installed by him are operational twenty-four (24) hours a day, including Sundays and holidays.

The contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Contract Administrator, the contractor shall remove all traffic control devices which are furnished, installed and maintained by the contractor under this bid, and such devices shall remain the property of the contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Contract Administrator.

The contractor shall provide a manned telephone on a continuous twenty-four (24) hour a day basis to receive notification of any deficiencies regarding traffic control and protection and shall dispatch personnel, materials, and equipment to correct any such deficiencies. The contractor shall respond to any call from the Village concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two (2) hours from the time of notification.

When traveling in lanes open to public traffic, the contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Contract Administrator.

Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction/work areas and proceed toward oncoming traffic unless otherwise directed by the Contract Administrator. Delays to the contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

The Contract Administrator may require additional traffic control or traffic control to be installed in accordance with standards and/or designs other than those included in these specifications. In such cases, the standards and/or designs will be made available to the contractor at least one (1) week in advance of the change in traffic control. This work will be considered incidental to the proposal and will not be included as a pay item.

**Subcontracts:** The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Contract Administrator. The subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the contractor and shall perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice had been given directly to the contractor.

**Obstruction of Streets and Rights-of-Way:** The contractor shall arrange to keep streets and sidewalks open for vehicular and pedestrian traffic at all times, and to provide proper traffic control devices in accordance with the Illinois Manual on Uniform Traffic Control Devices on Village, County, or State roadways. The contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets at all times.

**Observances of Laws, Ordinances, and Regulations:** The contractor shall observe all ordinances in relation to obstructing streets or driveways, maintaining signals, keeping open passageways, and protecting same where exposed and generally to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these specifications.

**Parking Prohibited on Sodded Areas:** No vehicles of any kind shall be placed, parked, or operated upon or over any sodded areas at any time, except as authorized by the Contract Administrator.

**Contractor's Representative:** The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English language. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the Contract Administrator. 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 personal injury or safety hazards.

**Communications:** The contractor shall set up a communication process that will enable Village representatives to contact appropriate representatives from the contractor twenty-four (24) hour a day, seven (7) days a week. The contractor shall provide each Supervisor with a cellular phone, at the contractor's cost, for communicating with the Village officials. The contractor and the Village shall jointly establish a written message system, via either fax or e-mail, whereby notice can be given by the Village to the contractor for distribution of work orders, and indicating problems, complaints, and other contract discrepancies. The system shall include a method by which the contractor shall formally respond to these requests and notices.

**Right to Change Scope of Work:** Due to budget restrictions, the Village reserves the right to add or delete from the Contract as required. No adjustments in contract unit prices or additional compensation will be made for decreases in the quantities or services from the contract. Quantities for each item are estimates only and may be altered without guarantee of payment.

**Qualification of the contractor:** Each contractor shall submit the following information with their bid:

- A list of equipment that the Bidder proposes to use on the contract, together with a statement noting which of these items of equipment the Bidder owns, separately for those items which the firm does not own but is certain he will be able to rent or otherwise procure for use on the contract.
- Bidders must submit with their bids a list of not less than five (5) current customers, including names and the addresses of facilities maintained by the prospective firm, and contact persons, with their daytime phone number, that can speak to the quality of services provided by the contract firm.
- Bidders must be accredited by the Tree Care Industry. This indicates their ability to handle the scope of the contract.

Any Bidder may be required by the Village to submit additional data to satisfy them that such Bidder is prepared to fulfill the contract, if it is awarded to the firm.

**Basis for Payment:** Payments will be made on a monthly basis as invoiced, after invoices have been verified by the Contract Administrator. Payment will be based on the totaled faxed or e-mailed work orders to the contractor at the end of each month which are completed to the satisfaction of the Contract Administrator. Payment for services will be made in accordance with the maintenance services specifications for each group, as specified in each group section. Payment on any given invoice may be withheld by the Village for work not completed according to prescribed specifications. In this event, the contractor must correct deficiencies at his own expense before any further payments will be made.



# **TREE MAINTENANCE DETAILED SPECIFICATIONS**

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## **GROUP I TREE MAINTENANCE TRIMMING BY AREA**

This work is performed at a specific time of the year, when the vast majority of leaves are off and the trees are going into their dormant state. The work is performed to preserve the health and desired growth of the urban forest and elimination of risks to the general public. Under this program, trees within specific zones are subject to maintenance trimming annually.

Contractors will be instructed by the Contract Administrator or designee on the way that the Village wishes the trees subject to this contract to be trimmed. A qualified Village representative will be designated to work along with the contractor to ensure that clarification of methods and procedures to be followed for the trimming of trees under this contract.

The contractor shall start the residential tree trimming operation no later than November 30 (unless that date falls on a weekend; in which case it would be the following Monday) of each year, with a minimum of thirty percent (30%) of the total residential tree trimming work to be completed by December 31. The contractor shall have completed seventy percent (70%) of the total residential tree trimming operation by February 28, with one hundred percent (100%) of the residential tree trimming operation completed by March 30 of each year.

The residential tree trimming work will be completed in accordance with the following specifications. Only deciduous trees will be trimmed.

- ❖ Trim all trees so the natural form and shape of the tree is achieved, so far as is possible. Not more than 25 % of the foliage should be removed within an annual growing season. The percentage and distribution shall be adjusted according to the plant's species, age, health and site.
- ❖ Raise the trees following ANSI A300 (Part 1) Pruning standards to a maximum height of sixteen (16) feet above ground where practicable. Balance tree evenly.
- ❖ Thin the trees following ANSI A300 (Part 1) Pruning standards.
- ❖ Remove all epicormic growth on the main trunk(s) and major leads.
- ❖ Clean all trees following ANSI A300 (Part 1) Pruning standards.
- ❖ Remove one (1) of two (2) or more crossed and/or rubbing branches from all trees, where practicable.
- ❖ All pruning cuts will be made following ANSI A300 (Part 1) Pruning Cuts.
- ❖ Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned (property) shrubs, trees, flowers.

- ❖ If a condition is observed requiring attention beyond the original scope of work, the contractor shall report this to the village.
- ❖ No person working in trees shall use shoes with spikes or any other footwear which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- ❖ Trees to be trimmed are located on publicly-owned property as determined by the Contract Administrator each year.
- ❖ All brush and logs generated through trimming by the contractor shall be removed at the end of each work day by the contractor at his own expense. Exceptions to this may be granted only by the Contract Administrator. In no case will brush or logs be allowed to remain on the parkway over a weekend. The Village will not accept any clean wood chips from this project. The contractor will be responsible for disposing of the chips at his expense. In addition, no elm/ash logs will be left for or given to any resident. All such logs must be disposed of outside of Village limits.
- ❖ All work listed in this section will be included in and paid for at the "Unit Price" per SIZE CLASS of tree trimmed as bid on the *Detail Cost Sheet(s)* for GROUP I.

The Village expects that the successful contractor will utilize, at a minimum, a two (2) man crew to perform the trimming services, with one (1) of the work crew being designated as a supervisor. The crew will be expected to use a forestry bucket truck, with at least a fifty-five foot (55') minimum working height, a chipper, a truck with bed to receive and haul away wood chips, saws, and other necessary equipment to complete work under this contract.

**Basis for Payment:** Payment for services for this work shall be made on a per-tree basis, with trees trimmed divided into various diameter classes as listed on the *Detailed Cost Sheet(s)* - Group I. For payment purposes, diameters of trees trimmed shall be measured with a standard diameter tape at 4½ feet from the ground. In the case of multi-stemmed trees whose crotch is 4½ feet from the ground or lower, measurement will be taken one foot (1') below the crotch.

## **GROUP II**

### **ON CALL TREE TRIMMING SERVICES**

This is a year round contract. The work subject to this group is now being performed by Village employees. The contractor will supplement Village crews when needed. Examples of this work would be: trimming and removal of broken branches, limbs of trees which need removal of diseased/insect infested limbs, trimming of individual trees as requested by residents not covered under the residential tree trimming portion of this contract, etc. This type of work shall be scheduled by the Village with the contractor, and shall be performed in accordance with ANSI standards.

The contractor will be notified when the Village has sufficient work to be completed for the On-Call tree trimming services. Based on past experience, it is expected that work will be directed on a weekly basis. The contractor will be expected to respond to the Village's work order request and have five (5) working days to complete these services from date of work order notification. All work shall be completed within the time period agreed upon by the Contract Administrator and contractor.

The Village expects that the successful contractor will utilize, at a minimum, a two (2) man crew to perform the on-call tree trimming services, with one (1) of the work crew being designated as a supervisor, and a certified Arborist by the International Society of Arboriculture. The crew may also be expected to use a forestry bucket truck, with at least a fifty-five foot (55') minimum working height, a chipper, a truck with bed to receive and haul away wood chips, saws, and other necessary equipment to complete work under this contract.

**Basis for Payment:** Payment for services for this work to be made on a per-tree basis, with trees trimmed divided into various diameter classes as listed on the *Detailed Cost Sheet(s)* - Group II. For payment purposes, diameters of trees trimmed shall be measured with a standard diameter tape at 4½ feet from the ground. In the case of multi-stemmed trees whose crotch is 4½ feet from the ground or lower, measurement will be taken one (1) foot below the crotch.

### **GROUP III**

## **ON CALL TREE REMOVAL SERVICES**

This is a year round contract. The work subject to this group is now being performed by Village employees. The contractor will supplement Village crews when needed. Examples of this work would be the removal of parkway trees and trees located on the grounds of the village facilities. This type of work shall be scheduled by the Village with the contractor, and shall be performed in accordance with ANSI standards.

The contractor will be notified when the Village has sufficient work to be completed for the On-Call tree trimming services. Based on past experience, it is expected that work will be directed on a weekly basis. The contractor will be expected to respond to the Village's work order request and have five (5) working days to complete these services from date of work order notification. All work shall be completed within the time period agreed upon by the Contract Administrator and contractor.

The Village expects that the successful contractor will utilize, at a minimum, a two (2) man crew to perform the on-call removal services, with one (1) of the work crew being designated as a supervisor, and a certified Arborist by the International Society of Arboriculture. The crew may also be expected to use forestry bucket truck, with at least a fifty-five foot (55') minimum working height, a chipper, a truck with bed to receive and haul away wood chips, saws, and other necessary equipment to complete work under this contract.

All trees scheduled for removal will be marked with a red dot. If marking is not visible, the tree will not be removed. This discrepancy will be reported to the Village.

Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned property, shrubs, trees, flowers.

All brush and logs generated through removal by the contractor shall be removed at the end of each work day by the contractor at his own expense. Exceptions to this may be granted only by the Contract Administrator. In no case will brush or logs be allowed to remain on the parkway over a weekend. The Village will not accept any clean wood chips/logs from this project. The contractor will be responsible for disposing of the chips at his expense. All such logs must be disposed of outside of Village limits at proper disposal site.

Stumps shall be ground to a depth of twelve (12) inches along with all exposed lateral roots. The contractor shall be responsible for the removal of excess stump grindings. The contractor shall refill the hole to level with grindings, to prevent a trip hazard.

Upon completion of the removal of tree/stump, the site will be inspected by the Village to ensure the site is left in a manner acceptable to the Village.

All final restoration will be handled by the Village under its parkway restoration contract

**Basis for Payment:** Payment for services for this work to be made on a per-tree basis, with trees trimmed divided into various diameter classes as listed on the *Detailed Cost Sheet(s)* - Group III. For payment purposes, diameters of trees trimmed shall be measured with a standard diameter tape at 4½ feet from the ground. In the case of multi-stemmed trees whose crotch is 4½ feet from the ground or lower, measurement will be taken one (1) foot below the crotch.

**GROUP IV**  
**TREE WATERING**

This work is performed during the growth season for relatively young trees that have been planted by the Village along major routes including but not limited to Schaumburg, Roselle, Woodfield, Martingale, Plum Grove, Meacham, Bode and Barrington Roads, as well as newly planted trees located throughout the village if situation warrants. Trees subject to this contractual work area will be watered in accordance with the following specifications. This section of the specifications will include furnishing labor and equipment on the basis of type of watering service requested. The Contract Administrator will determine the watering cycle dependent on existing weather conditions during the growing season.

- ❖ The contractor can water through the use of a deep root needle or fill tree watering bags provided by the Village.
- ❖ The contractor shall water at the following rates regardless of the method employed.

Tree Size	Water Rate
1.5" - 6"	10 gallons per inch
6.1" - 12"	12 gallons per inch
12.1" - 18"	15 gallons per inch
18" +	15 gallons per inch

The contractor will supply all tanks and hoses necessary for transportation and watering of all trees.

- ❖ All water will be obtained at no cost to the contractor from the Public Works Complex located at 714 S. Plum Grove Road.
- ❖ The contractor will be responsible to obtain all permits necessary to accomplish work on County and State right-of-way. Strict attention will be paid to traffic control and protection devices while crews are present.

**Basis for Payment:** All work listed in this section will be included in and paid for at the unit price per tree watered in accordance with the tree size as outlined on the *Detailed Cost Sheet(s)* - Group IV.

**GROUP V**  
**EMERGENCY WORK –**  
**TREE TRIMMING/BRUSH PICK-UP SERVICES**

This portion of the contract will include the furnishing of labor and equipment on an hourly basis for the trimming of broken branches and brush pickup as a result of high winds or icing conditions. For emergency work, the contractor's employees must report to the Public Works Complex to report in.

The contractor will be notified by the Village when a crew is required to respond to an emergency tree trimming situation. The contractor will have four (4) hours to respond to the Public Works Complex for emergency services requests after notification of work being made by the Village. The Village will not pay for travel time portal to portal for this emergency work. The Village will not pay for loss of time due to equipment breakdowns.

The Village expects that the successful contractor will utilize, at a minimum, a three (3) man crew to perform brush pick-up services, with one (1) of the work crew being designated as a supervisor. The crew will be expected to use a chipper, a truck with bed to receive and haul away wood chips, saws, and other necessary equipment to complete work under this contract.

In addition the contractor must be able to supply a minimum of three (3) 55 ft. forestry bucket trucks, chippers, dump trucks, saws, and other necessary equipment as the situation warrants.

**Basis for payment:** Payment for completed services covered in this group shall be made at the hourly rates listed on the *Bid Sheet* - Group V. The cost for brush pick-up shall be included in the per hour cost for this group.

## **GROUP VI**

### **PESTICIDE APPLICATION / FERTILIZATION**

#### **Group VI A – Pesticide Application:**

The intent of this section is to allow the Village to obtain a quote to control pests and disease. This pesticide application program is on a limited scale and should not be interpreted in any way as an extensive spray program. This will give the Village the ability to treat small sites in an attempt to control pest populations.

***Basis for payment: Payment for completed services shall be made at the HOURLY rates which will include the furnishing of labor, equipment, and material.***

#### **Group VI B – Tree Fertilization:**

The intent of this section is the application of fertilizer. This group includes the fertilization of 1,200 newly planted trees with an average DBH of 4 inches.

***Basis for payment: Payment for completed services shall be made at the HOURLY rates which will include the furnishing of labor, equipment, and material.***

#### **Group VI C – Ash Tree Fertilization Program:**

The intent of this section is the application of fertilizer to Ash trees. This consists of the fertilization of 500 Ash trees with approximately 10,000 inches of DBH. Ash trees to be fertilized are located throughout the village, lists of locations and DBHs will be provided on an annual basis.

***Basis for payment: Payment for completed services shall be made at a PER INCH OF DBH (Diameter at Breast Height) rate as listed on the Bid Sheet.***

#### **GROUP VI SPECIFICATIONS:**

- ❖ The contractor will be notified by the Village when a crew is required to respond. Arrangements will be made between the contractor and the Village to provide whatever type of treatments, or fertilizer application to accomplish the necessary effect as determined by the Village. The Village will not pay for travel time portal to portal for this form of work. The Village will not pay for loss of time due to equipment breakdowns.
- ❖ The contractor will also have the ability to provide technical and business recommendations as to the types of treatments, treatment frequency, recommendations of any environmentally friendly alternatives, and suggestions to reduce long term costs to the Village.
- ❖ Due to the nature of treatment operations, and that thorough plant coverage is a necessity, only heavy duty hydraulic spray treatment vehicles with mechanical agitation will be considered. This type of equipment must be able to reach tree heights of 60 ft. to 80 ft.
- ❖ The contractor will be responsible to obtain all necessary licenses and permits, so that the contractor will be in accordance with all Federal, State and Local Laws.

- ❖ All applications of foliar sprays will be conducted early in the mornings as well as other precautions to minimize the contact with the public.
- ❖ Fertilization will be performed as a sub-surface application, with the application depth at 8" - 10".
- ❖ The fertilizer must be a liquid suspension type fertilizer, which is under constant agitation to provide constant and uniform application.
- ❖ The fertilizer must have the ability to provide nutrients over a minimum of one year.
- ❖ At no time will the contractor clean or rinse any of his equipment at Village buildings or Village property.
- ❖ All water will be obtained at no cost to the contractor from the Public Works Complex, located at 714 S. Plum Grove Road.



## DETAIL COST SHEETS

**NOTE: Bidder shall transfer total costs to Bid Sheet.**  
**Failure to transfer total costs may result in rejection of the bid.**

<b>GROUP I – TREE MAINTENANCE TRIMMING BY AREA</b>				
(minimum 2-person crew required)				
pricing includes labor and equipment				
	DIAMETER BREAST HEIGHT OR 4 ½ FT. FROM GROUND	APPROXIMATE NUMBER OF TREES*	UNIT PRICE	TOTAL COST
1	3” – 14.5”	5,000	\$	\$
2	14.6” – 26.5”	800	\$	\$
3	26.6” – 38.5”	150	\$	\$
4	38.6” – 50.5”	50	\$	\$
5	50.6” +	1	\$	\$
<b>GROUP I – TOTAL COST</b>				<b>\$</b>

*\* Quantities are approximate for comparison purposes only.*

***TRANSFER GROUP I TOTAL COST TO BID SHEET***

<b>GROUP II – ON CALL TREE TRIMMING SERVICES</b>				
(minimum 2-person crew required)				
pricing includes labor and equipment				
	DIAMETER BREAST HEIGHT OR 4 ½ FT. FROM GROUND	APPROXIMATE NUMBER OF TREES*	UNIT PRICE	TOTAL COST
1	3” – 14.5”	100	\$	\$
2	14.6” – 26.5”	100	\$	\$
3	26.6” – 38.5”	100	\$	\$
4	38.6” – 50.5”	100	\$	\$
5	50.6” +	10	\$	\$
<b>GROUP II – TOTAL COST</b>				<b>\$</b>

*\* Quantities are approximate for comparison purposes only.*

***TRANSFER GROUP II TOTAL COST TO BID SHEET***

<b>GROUP III – ON CALL TREE/STUMP REMOVAL</b> (minimum 2-person crew required) pricing includes labor and equipment				
	<b>DIAMETER BREAST HEIGHT OR 4 ½ FT. FROM GROUND</b>	<b>APPROXIMATE NUMBER OF TREES*</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1	10” – 17”	10	\$	\$
2	17.1” – 21”	10	\$	\$
3	21.1” – 27”	10	\$	\$
4	27.1”-32”	10	\$	\$
5	32”+	10	\$	\$
<b>GROUP III – TOTAL COST</b>				<b>\$</b>

*\*Quantities are approximate for comparison purpose only.*  
**TRANSFER GROUP III TOTAL COST TO BID SHEET**

<b>GROUP IV – TREE WATERING</b> pricing includes labor and equipment				
	<b>TREE SIZE</b>	<b>APPROXIMATE NUMBER OF TREES*</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
	1.5” – 6”	1,000	\$	\$
	6.1” – 12”	1,000	\$	\$
	12.1” – 18”	1,000	\$	\$
	18” +	1,000	\$	\$
<b>GROUP IV – TOTAL COST</b>				<b>\$</b>

*\*Quantities are approximate for comparison purpose only.*  
**TRANSFER GROUP IV TOTAL COST TO BID SHEET**

## BID SHEET

**Note: the Bidder must complete all portions of the Bid Sheet.**

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are 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, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1).

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

**Bidding Company Name:** \_\_\_\_\_

### CONTRACTUAL TREE MAINTENANCE SERVICES

<b>Extended Cost for Group I – Tree Maintenance Trimming By Area</b>	<b>\$</b>
<b>Extended Cost for Group II – On Call Tree Trimming</b>	<b>\$</b>
<b>Extended Cost for Group III – On Call Tree Removal</b>	<b>\$</b>
<b>Extended Cost for Group IV – Tree Watering</b>	<b>\$</b>
<b><i>TOTAL COST FOR GROUPS I – IV</i></b>	<b>\$</b>
<b><i>*Note: Bid Security shall be based on this total cost.</i></b>	
<b>Group V – Emergency Work Tree Trimming/Brush Pick-Up Service (minimum 3-person crew required)Pricing includes labor and equipment</b>	<b>Per HOUR Cost</b>
<b>Foreman</b>	<b>\$</b>
<b>Laborer</b>	<b>\$</b>
<b>Climber/Aerial Operator</b>	<b>\$</b>
<b>Group VI A– Pesticide Application pricing includes labor, equipment and materials</b>	<b>Per HOUR Cost</b>
<b>Group VI B – Tree Fertilization pricing includes labor, equipment and materials</b>	<b>\$</b>
<b>Group VI C – Ash Tree Fertilization Program pricing includes labor, equipment and materials</b>	<b>Per INCH Cost</b>
	<b>\$</b>

If it is the Contractor’s intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor’s company name, address, telephone and fax numbers, and a contact person’s name at the time of bid submittal.		
Will you be utilizing a subcontractor?	YES	NO

If yes, have you included all required information with your bid submittal?	YES	NO
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**Electronic Bid Bond ID#:** \_\_\_\_\_. By indicating the Electronic Bid Bond ID # in the space provided, and by signing and submitting this *Bid Sheet*, the Bidder is ensuring the identified Electronic Bid Bond has been executed and the Bond is in compliance with the requirements of the bid security stated in this Invitation for Bid.

**INDEMNIFICATION:** The Bidder shall, without regard to the availability or unavailability of any insurance either of the Village or the Bidder, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys’ fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Bidder’s negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

\_\_\_\_\_ (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

\_\_\_\_\_ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

\_\_\_\_\_ (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

\_\_\_\_\_ (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. seq., Public Act 095-0635: and that

\_\_\_\_\_ (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Bidder’s Firm Name	Signed Name and Title
Street Address	Print Name and Title
City	E-mail Address
State	
Zip Code	
Phone Number	Fax Number
Date	

