**INVITATION TO BID**

**CITY OF McHENRY**



**2016 Tree Planting Program**

**BID OPENING:Tuesday July 19, 2016 at 10:00 am**

***All pages of this Bid Document must be submitted intact for the
bid to be considered valid***

CITY OF MCHENRY, ILLINOIS

INSTRUCTIONS FOR SUBMITTING BIDS

Description of Work: 2016 Tree Planting Program

Name: City of McHenry Approximately: 500 Trees

Location: Various locations

# General Rules and Conditions

The general rules and conditions, which follow, apply to all bids and proposals requested and accepted by the City of McHenry unless otherwise specified. Bidders and/or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements and specifications as reflected in the bid/proposal documents before submittal to the City. A submittal to the City implies that the bidder/vendor is familiar with, and intends to comply with all conditions unless otherwise noted.

# Compliance to Law

1. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county and City governments and/or any other local governing agencies which may in any manner affect the preparation of proposals or the performance of a contract.
2. All merchandise or commodities must conform to all standards and regulations as set forth under the Occupational Safety Hazards Act (O.S.H.A.)

# Forms

Official City of McHenry bid forms are attached to this document. **All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope.**

# Receipt of Bids

The City of McHenry will receive sealed bids for **2016 Tree Planting Program** until 10:00 a.m. on July 19, 2016. Bids shall be addressed to the Public Works Facility, 1415 Industrial Drive McHenry, IL 60050. Each bid is to be sealed and clearly identified on the outside of the envelope as **“Bid for 2016 Tree Planting Program”.**

# Opening of Bids

All bids received on or before July 19, 2016 at 10:00 a.m. will be publicly opened and read aloud at the City of McHenry Public Work Facility, 1415 Industrial Drive, McHenry, IL. At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

**Bid Guarantee Required**

**A certified check, cashier’s check or bid bond made payable to the City of McHenry in the amount equal to five (5%) percent of the total base bid must accompany each bid proposal.** This is to guarantee that, if the proposal is accepted a contract will be entered into and the performance of the contract is properly secured. In addition, the successful bidder must furnish a performance bond in an amount equal to 100% of the amount of the total base bid for the faithful performance of the contract. Pursuant to 30 ILCS 550/1, the successful bidder shall supply and deliver a bond to the City with a good and sufficient surety licensed by the Department of Insurance with a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency. The amount of the bond shall be fixed by the City and the bond, among other conditions, shall be conditioned upon the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise .

# Late Bids

Formal bids that are received after the specified bid opening time will not be considered and will be returned unopened.

# Withdrawal of Bids

A written request for withdrawal is required to withdraw a bid. It must be received prior to the bid opening. After the bid opening, a bid becomes a legal document and an integral part of the bid and may not be withdrawn. Requests to withdraw a bid are to be directed to the Public Works Department at (815) 363-2186.

# Bids by Fax

Bids must be submitted on the original forms provided by the City, completely intact as issued. Bids received via facsimile will not be accepted, nor will the City transmit proposal documents to prospective bidders via a facsimile machine.

## Mistake in Bid and Bid Changes

No bid may be modified after submittal; however, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures or any changes on the bid form.

# Bid Binding

Unless otherwise specified, all bids shall be binding for thirty (30) working days following the bid opening date.

# Changes in Specification/Bid Documents

The City in the specifications/bid documents may make changes or corrections after they have been issued and before bids are received. In such case, the City will issue a written addendum describing the change or correction to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the specification/bid documents. Except in unusual cases, addenda will be issued to reach the bidders at least four (4) days prior to date established for receipts of bids.

# Bid Attachments

Bidders may attach to the bid forms any descriptive material necessary to fully describe the work he proposes to furnish.

# Bidder's Competence

All bidders shall attach a list of current references to their bid form. In addition, the City may require proof of facilities or equipment, insurance coverage and financial resources to perform the work or fulfill a bid specification.

# Award or Rejection of Bids

The bidder acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) or any or all bids) - in addition, the bidder recognizes the right of the City to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular. The City 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.

# Prices

Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid submittal. Cash discounts will not be considered in determining overall price, but may be used in the City’s overall evaluation of the bid.

# Tax – Exempt Status

# Unit prices shall not include any local, state, or federal taxes. The City is exempt by law, from paying State or Local Retailer’s Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. If needed, the City shall supply the successful bidder with its tax exemption number, the use of the tax exempt number will be authorized by written request to the Finance Director.

# Execution of Contract

Notification in writing by the City to the successful bidder shall be deemed a final contract award. The bid submittal form, as submitted and signed by the bidder, shall constitute a final agreement and the proposed specifications contained herein shall become a part of the agreement. Any additional work to be performed as mutually agreed upon by the City and the successful bidder shall become a part of the agreement. Unless it is specifically stated otherwise on the bid submittal, the bid will be awarded to, or placed with, and payment made to the person or company that signs the bid submittal.

# Removal or Suspension of Bidders

The City of McHenry may remove or suspend any bidder from bidding on City business for a specified period not to exceed one (1) year. The bidder/vendor may be given notice of such removal or suspension if:

1. Services performed do not comply with specifications of contract with the vendor;
2. Work is not done within the contract's specified time;
3. An offer is not kept firm for the length of time specified in the contract;
4. Contractor/Vendor fails to provide performance bond when required by invitation to bid;
5. Contractor/Vendor is found guilty of collusion;
6. Bankruptcy or other evidence of insolvency is found;
7. An employee currently serves in any elected or appointed capacity with the City of McHenry and is financially involved in the proposed work.

**To Rescind a Removal or Suspension**

The bidder may submit a written explanation of the circumstances, which caused the removal or

suspension, or may prove that circumstances have been corrected. On the basis of such explanation, the City of McHenry may modify or rescind the removal or suspension.

# Insurance

# The successful Bidder will be required to furnish at Bidder’s sole cost original certificates of insurance upon award of the contract. Each Bidder’s Proposal must be accompanied by a letter from an insurance carrier or its agent, acceptable to the City, which has a Best’s rating of not less than “A-”and a classification of “X” or better, certifying that said insurer has read the requirements set forth in this section and will issue the required certificates of insurance upon award of the contract to Bidder. Throughout the term of this CONTRACT and any renewal thereof, the CONTRACTOR agrees, at a minimum, to carry and maintain in effect insurance and to name the City, in all cases, as an additional insured, as follows:

1. Worker’s Compensation: The CONTRACTOR shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Worker’s Compensation and Occupational Diseases Statutes of the State of Illinois or any other governing laws related to worker’s compensation.
2. Motor Vehicle Liability Insurance: The CONTRACTOR shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits no less than $3,000,000 each person and $5,000,000 each accident bodily injury and death liability and $1,000,000 each accident for property damage liability. This policy shall name the City as additional insured as to the operation of vehicles owned or operated by the CONTRACTOR.
3. General Liability: The CONTRACTOR shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least $3,000,000 each person and $5,000,000 each accident bodily injury and death liability, $1,000,000 each accident for property damage liability. The City shall be named as an additional insured on this policy

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the City. The CONTRACTOR shall furnish the City with certificates evidencing that the insurance provided for herein is maintained by the CONTRACTOR within seven (7) days of the date of any request by the City.

The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Agreement. CONTRACTOR shall procure and maintain at its own cost and expense, any additional kinds and amounts of insurance which, in the CONTRACTOR’S own judgment, may be necessary for its proper protection in the prosecution of the work.

Indemnification. The CONTRACTOR shall indemnify and hold harmless the City including, but not limited to, its officials, staff, employees, agents, attorneys and accountants against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitees of the City and shall defend, indemnify and hold harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and attorney fees, in any way resulting from or arising out of CONTRACTOR’S performance under the terms of this Proposal.

CITY OF MCHENRY

REFERENCES

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**City of McHenry**

**Official Bid Sheet**

Bidder Information:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Years in Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Quoted Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Signature of Authorized Agent/Representative

Name (Please Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID SPECIFICATIONS**

**2016 Tree Planting Program**

**SPECIFICATIONS**

The contractor shall furnish all labor, supervision, materials, tools and equipment necessary to complete the work. The work shall consist of purchasing, transporting and planting the trees listed below according to the bid specifications. Read the specifications carefully to become acquainted with the requirements.

The planting quantities, size and species shall be priced in accordance to the table below.

|  |  |  |
| --- | --- | --- |
| **Botanical/Common Name Variety/Cultivar** | **Approximate QuantityNeeded** | **Size** |
| Acer miyabei – **State Street Maple** | 100 | 2” |
| Gleditsia triacanthos ‘inermis’ – **Thornless Honeylocust** ‘Skyline’ | 100 | 2” |
| Tilia cordata – **Littleleaf Linden** ‘Glenleven’ or ‘Greenspire’ | 100 | 2” |
| Ginkgo biloba **- Ginkgo** | 100 | 2” |
| Ulmus x ‘Morton Glossy’ – **Triumph Elm** | 100 | 2” |

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

Trees shall have a strong central leader. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch diameter that are not completely callused are cause for rejection.

Trees shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of *American Standard for Nursery Stock*: wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, untreated, biodegradable rope or twine. Alternately, they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine. The root collar shall be within the top 2” of the soil ball. Trees with manufactured balls or balls that are dry, cracked or broken before or during installation will not be accepted.

Substitutions of tree species will not be permitted unless authorized by the City of McHenry. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to a similar variety.

All trees shall be labeled by size and variety, with labels securely attached to all plants. Tree labels shall be durable and legible, with information given in weather resistant ink or embossed process lettering.

City Crew members will be allowed to select and flag material at the nursery.

Fresh dug material will be given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.

Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.

All contractors and suppliers shall be certified by the Illinois Department of Agriculture. All nurseries supplying trees shall have been inspected by the Bureau of Plant and Aviary Protection, under provision of the Illinois Insect Pest and Plant Disease Act, Section 16, of Chapter 5, Illinois Revised Statues. All plantings utilized to complete the program must be obtained from a single nursery source, although the nursery may have multiple growing fields.

Closure of any street shall not be permitted unless authorized by the Street Department Superintendent. 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.

The City of McHenry reserves the right to stop work under this contract at any time prior to estimated quantities being reached without liability to pay any additional amount other than for work actually completed at the time work is stopped.

**Guarantee Period and Replacement:**

The Contractor shall guarantee all trees to be healthy and in flourishing condition for one (1) year from the date of acceptance. The Contractor shall replace, at no cost to the City, and at the soonest time within a specified planting period, all plants not in a healthy and flourishing condition as determined by a City of McHenry arborist at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

**Planting Stock Requirements**

1. All trees shall be balled and burlap utilizing biodegradable burlap and twine. Any tree root ball found to be tied with nylon or synthetic twine will be removed and replaced by the contractor. The use of bare root stock is not permitted.
2. Only desirable trees of good appearance, beauty and adaptability that are free from injurious insects, diseases or other limitations may be planted.
3. All trees shall conform to the American Association of Nurserymen Standards, (ANSI Z60.1, 1990), shall be free of branches to a point not more nor less than sixty percent (60%) of their height, be at least two inches (2") in diameter, measured at a point six inches (6") above final grade and be at least eight (8) to ten (10) feet in height when planted.
4. All trees shall have comparatively straight trunks with a single central leader, well developed tops and roots shall not only be characteristic of the species, but also shall exhibit evidence of proper nursery pruning practices. All trees must be free of mechanical injuries and other objectionable features that may affect the future form and beauty of the tree.
5. All trees shall be northern grown in a nursery, located within a 90 mile radius of the City, whose hardiness zone parallels that of the City of McHenry. (Zone 5).
6. All trees shall be freshly excavated (within 15 days of planting operations) from contractor's nursery supplier. The supplier must be a single source but may have multiple growing fields.
7. All trees shall be tagged and identified as to species, size and origin. Tags are to remain in place until inspection by the City is complete at which time only the City will be authorized to remove said tags.
8. Balled roots shall be protected from drying out and care taken to prevent ball from freezing. The use of wire nursery baskets are only permitted providing the basket is removed below grade once tree is completely installed and all non biodegradable twine is removed. **NO EXCEPTIONS.**
9. During transportation, to the City and various planting locations, the contractor shall exercise care to prevent injury to the trees. All trees shall be covered during transporting to insure health and prevent possible injury.

 The City Arborist may, upon inspection, reject any injured tree(s) and require contractor replacement at no additional cost to the City.

1. A holding site shall be made available to the contractor upon written request, at the preconstruction meeting for the purpose of storing trees to be planted. The contractor shall assume all responsibility for the care and/or replacement of trees injured, missing and/or vandalized while at holding sites.
2. Substitutions of specified cultivars are not permitted without written approval from the City Arborist.

**Planting Installation Requirements**

1. Pits for the planting of balled trees shall be a minimum of twelve inches (12") larger than the diameter of the root ball to allow for proper backfilling. Planting pits shall have vertical sides with a horizontal bottom and be excavated to a depth so the root flare is at grade when tree is planted.
2. All planting pits are to be excavated by "hand" and are not to remain open unless the pit has been barricaded and marked to notify the public of the existence of the pit as a hazard. No planting pit may remain open in excess of forty-eight (48) hours from the time of initial excavation. The contractor shall provide all safety and warning devices per the U.S.D.O.T., Manual on Uniform Traffic Control Devices.
3. All trees shall be planted in a plumb position and set at the same depth they grew in the nursery field, with due allowance for settling.
4. The burlap wrapping and twine, used to secure the root ball, shall be removed from the top one-third (1/3) of the root ball before backfilling of the tree planting pit begins.
5. All trees shall be watered the same day as planting. The water shall completely saturate the root ball and backfill. The contractor shall supply all necessary hose and tanks to transport the water needed for planting. Water shall not be obtained from private dwellings or from City fire hydrants at the site(s). Access to water can be arranged through the City Arborist and requires a permit.
6. Soil, used for the backfilling of the planting pits, shall be thoroughly tamped to prevent trees from leaning. A method involving the mixing of soil and water to form a slurry is recommended to prevent air pockets from forming during the backfilling operation.
7. Each tree shall have a shallow, saucer shaped water basin formed with a ridge of soil to contain water, the size of each being no larger than the diameter of the planting pit.
8. All excess soil material, from the excavation of the planting pits, is to be removed and legally disposed of from the site promptly by the contractor and is not to be mounded around the tree or left at the planting site. It is required that a tarp, burlap square or other material be utilized to hold the excavated material in any established parkway and aid in the cleanup operation.
9. All reasonable precautions shall be taken to avoid damage to existing structures, plants and lawns. All pavements, sodden and planted areas, 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 City Arborist.
10. The contractor shall be responsible for the prevention of the dropping, tracking and/or accumulation of soil, mud or other loose material on sidewalks, driveways and streets. If this occurs, all material must be removed immediately. Upon contractor's failure to remove said material, the Public Works Department will perform the work and the expenses incurred shall be borne by the contractor, including material, equipment and labor costs.
11. All trees shall be treated with organic shredded hardwood mulch, free from foreign material to a distance equal to the diameter of the planting pit, using a minimum of three (3) inches of material. The material shall be formed into a saucer shape and shall not be mounded around the trunk of the tree. The cost of materials and installation shall be included with the cost of the tree as bid.
12. All trees shall be covered with tree wrap (burlap or impregnated paper) from ground level to the height of the first lateral branch. The tree wrap shall be secured with masking tape or biodegradable twine. If twine is utilized, the wrapping shall be securely tied at top and bottom and at 18" maximum intervals.
13. Trees shall be staked or guyed at the option of the City Arborist in order to prevent trees from leaning. In most locations staking or guying will not be required. If the contractor believes that staking or guying of trees is essential to the survival and stability of the tree, the bid price for such staking or guying is to be identified as included within the bid price for each tree on the bid sheet.
14. **Any trees which are caused to lean by more than five (5) degrees from plumb shall be straightened by the contractor during the guarantee period. Staking or guying shall be installed and shall neither girdle or cause injury to the tree nor endanger public safety**.
15. The successful bidder shall be responsible for contacting JULIE (Joint Utility Locating Information for Excavations) for location of underground utilities. No planting shall begin in an area until a JULIE dig number is obtained and all utilities have been located and marked.
16. The successful contractor shall be required to attend a pre-construction meeting scheduled by the City of McHenry, prior to any planting operations. A written planting schedule shall be submitted to the City Arborist at this meeting. If the contractor finds it necessary to deviate from this schedule, the City Arborist is to be notified prior to any changes being made. The City Arborist shall be notified at least seven (7) working days prior to the start of planting operations.
17. All contractor planting operations shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No planting operations shall be performed on Saturdays, Sundays, or legal holidays. Any deviations from these times require the approval from the City.
18. No planting operations shall take place during inclement weather or in frozen soil.
19. The City Arborist (or his designated representative) at any time before, during and/or within one (1) year of planting operations, shall make inspections of the sites, plant material, installation practices, etc., to determine contractor compliance with specifications, requirements and ordinances.
20. **An inspection, by the contractor, will be required within the first thirty (30) days after completion of all planting operations to insure that trees have not settled, are plumb and in good condition. An additional inspection is required the following spring, prior to June 1, for the same purpose. Any trees found to lean by more than 5 degrees from plumb shall be straightened at the time of these inspections. Notification, of the City Arborist, is required prior to and upon completion of the fall and following spring inspection. A list of planting locations and the corrective treatment performed shall be supplied to the City Arborist upon completion of the spring inspection.**
21. The contractor shall guarantee and replace any and all plantings that die or are in a state of decline for a period of one (1) year from the date of planting. Replacement trees shall be planted the following spring or fall at the discretion of the City Arborist. At any time during the one (1) year warranty period, the City Arborist reserves the right to remove any tree that has failed to leaf out or exhibits signs of decline. Replacement plantings for these trees shall parallel the requirements indicated above.
22. No parking of vehicles or equipment overnight is permitted on any street or parking without authorization of the Street Department Superintendent.

**Applicable Specifications and Standards:**

***American Standard for Nursery Stock****, ANSI Z60. 1.* Current edition. AmericanAssociation of Nurserymen, Inc., 1250 I St. NW, Suite 500, Washington, D.C. 20005.

**American National Standard for Tree Care Operations, ANSI A300**. Most current edition.

International Society of Arboriculture, PO Box 3129, Champaign, IL 61826-3 129.

At its sole discretion, the City of McHenry reserves the right to add or delete from the contract as may be required. No adjustments in contract unit prices or additional compensation will be made for decreases or increases in the quantities or services from the contract.

**DEVIATIONS**

Unless denoted "No Substitution", the City’s minimum required specifications may be exceeded.

**WORK DATES**

The beginning work date and the end work date will be determined by the Public Works Director.

**PREVAILING WAGE RATES**

All wages paid by the Contractor and his Subcontractors to employees working on this project shall be in compliance with “An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County or any public body or any political subdivision or by anyone under contract for public works”, approved June 26, 1941 as amended. The general prevailing rate of wages in this locality for laborers, mechanics, and other workmen engaged in the construction of public works coming under the jurisdiction of the City of McHenry as defined is defined by ordinance to be the same rate of wages for construction work in the Kane and McHenry County area as determined by the Department of Labor of the State of Illinois. Successful bidders will be required to submit certified payroll records to show compliance to this act prior to payment.

**ILLINOIS LABORERS**

The Contractor shall be required to comply with 30 ILCS 570-0.1 et.seq. “Employment of Illinois Workers in Public Works Act” and employ Illinois laborers if at the time the contract is executed or if during the term of the contract there is excessive unemployment in Illinois. “Excessive Unemployment” is defined therein as two consecutive months of unemployment exceeding five (5) percent. An “Illinois Laborer” is defined as any person who has resided in Illinois for at least 30 days and who intends to become or remain an Illinois resident. The Contractor shall require all subcontractors to comply with said laws and any rules or regulations now and thereafter issued pursuant to said laws, by the Contractor, or the Contractor’s subcontractors, and/or anyone working through or on behalf of the Contractor or the Contractor’s subcontractors.

**PAYMENT**

 The Contractor shall submit with his invoice for payment, the items listed below. Payment will not be made until the appropriate affidavits are received.

1. The Contractor shall submit to the Owner a fully signed and notarized affidavit stating that the Contractor has fully complied with the provisions and requirements of the “Prevailing Wage Act” and the State of Illinois Wage Rates Determination.
2. The Contractor shall submit to the Owner, if applicable due to the unemployment rate in the State of Illinois, a fully signed and notarized affidavit stating that the Contractor has employed only Illinois Laborers as required by the “Employment of Illinois Workers in Public Works Act” in completing the work associated with the project.
3. The Contractor shall submit to the Owner affidavits provided by his subcontractors with respect to items A and B as described above.
4. City will pay contractor in accordance with State of Illinois Compiled Statutes Local Government Prompt Payment Act 50 ILCS 505/.