



VILLAGE OF CARY

REQUEST FOR PROPOSAL

Title: **PARKWAY TREE PURCHASE AND INSTALLATION**

Proposal Opening Date and Time: March 26, 2015 11:30 AM

Is there a Pre-Proposal Meeting? Yes **No**

Is Attendance at the Meeting Mandatory? Yes **No**

Date and Time of Meeting: _____

SUBMISSION REQUIREMENTS:

Prevailing Wage Yes **No**

Bond Requirements:

Performance Bond **Yes** No

Maintenance Bond **Yes** No

Bid Deposit / Bid Bond **Yes** No

Insurance Requirements:

Commercial General Liability **Yes** No

Worker's Comp / Employers Liability **Yes** No

Business Auto Liability **Yes** No

Builder's Risk Insurance Yes **No**

Owner's Protective Liability Yes **No**

Professional Liability Yes **No**

Environmental / Pollution Liability Yes **No**

PLEASE MARK THE EXTERIOR OF THE RETURNED SEALED ENVELOPE WITH:

1. Proposal Opening Date and Time
2. Title of Project

RETURN BIDS TO:

Village of Cary
Attn: Scott Fish
655 Village Hall Drive
Cary, IL 60013

POINT OF CONTACT:

Phone: (847) 639-0003
email: sfish@caryillinois.com

SUBMISSIONS BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

This RFP can be downloaded from the Village's website at www.caryillinois.com

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document shall have the meanings as specified herein.

Bidder: The person, firm, or corporation submitting a bid.

Village: The Village of Cary, McHenry County, Illinois, an Illinois municipal corporation.

B. REQUEST FOR PROPOSAL

The Village, acting under its statutory home-rule powers, is seeking proposals for the aforementioned project, product or service. The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Bidder desiring to furnish a bid for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Bidder's own risk.

D. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all bidders notice of all adjustments.

E. PRICING, TAXES, AND FEES

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The specifications shall indicate the appropriate delivery address.

If an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

F. COMPLIANCE WITH APPLICABLE LAWS

When marked as required on the cover sheet, the Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

1. **Prevailing Wage Rates:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.htm>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. They shall also include a guarantee of faithful performance of the Prevailing Wage Act in any performance bonds if required under this contract. A Prevailing Wage Affidavit must be submitted with all payment requests.
2. **Certified Payroll Requirements:** Effective August 10, 2005 General Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B Misdemeanor.
3. **Substance Abuse Prevention on Public Works Project Act:** 820 ILCS 265/1 states on prevailing wage projects, employers must have in place and file with the Village a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act. The successful bidder will be required to submit a copy of the program before a contract will be awarded.
4. **Other laws, if applicable, that shall be observed, including, but not limited to:** Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

G. COMPETENCY OF BIDDERS

The opening and reading or posing of bids shall not be construed as acceptance by the Village of the Bidders as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Bidder. Upon request of the Village, the Bidder shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the project required by the specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

H. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink. All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 4.

I. PROPOSAL DELIVERY REQUIREMENTS

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

J. WITHDRAWAL OF PROPOSALS, DECLINATIONS

The Village Administrator or Designee may grant a request of withdrawal if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid proposal for a period of 60 calendar days and such bid will be binding during that time.

K. AWARD OF CONTACT

A contract for the described product or service shall be awarded to the lowest responsive and responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies, and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Bidder.

No bid shall 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 who has failed to faithfully perform any previous contract with the Village.

L. REFERENCES

The Bidder shall provide at least five references on the form in Appendix 2.

M. INDEPENDENT CONTRACTOR

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

N. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

O. SUBCONTRACTORS

The Bidder shall provide a list of subcontractors that will be doing work on this project on the form in Appendix 3.

P. PROGRESS PAYMENTS

Based upon submitted applications for payment submitted by the Bidder and sign off by the architectural or consulting engineer, if applicable, the Village shall make progress payments based on the total contract sum. Each application for payment shall be based upon a schedule of values submitted by the Bidder in accordance with the contract documents. This schedule of values shall allocate the entire contract sum among various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as may be required. The schedule shall be used as the basis for reviewing the Bidder's applications for payment. Applications for payment shall indicate the percentage of completion of each portion of the work at the end of the period covered by the application for payment subject to the provisions of the contract documents. The amount of each progress payment shall be computed as follows: That portion of the contract sum properly allocated to the completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values less a retainage of 10 percent. Every progress payment must be submitted with a waiver of lien to date form.

Q. FINAL PAYMENT

Final payment will be processed when the entire unpaid balance of the contract sum that shall be made by the Village to the Bidder when the contract has been fully performed by the Bidder except for the Bidder's responsibility to correct non-conforming work as provided. Final payment shall be made by the Village not more than 30 days after the issuance of the final certificate of payment as approved by the architectural or consulting engineer, if applicable or the project or work is deemed completed by the Village. The contractor must submit a final waiver with final payment.

R. STANDARD BOND REQUIREMENTS

1. Performance Bond

When marked as required on the cover sheet, the successful bidder shall furnish a performance bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide. The form of the bond is attached to this RFP.

2. Maintenance Bond / Letter of Credit

When required on the cover sheet, a maintenance bond or letter of credit in the amount of 10% of the final cost of all improvements shall be posted with the Village for the purpose of:

1. Guaranteeing and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character and not discernable at the time of final inspection or acceptance by the Village; and

2. Guaranteeing against any damage to such improvements by reason of the settling of ground, base of foundation thereof.

Such maintenance guarantee shall also provide that, if such defects have so developed and have not been corrected by the contractor, then the guarantee may be applied by the Village to correct such defects.

The contractor shall guarantee for one year all work against all defects.

The cost of the maintenance bond or letter of credit shall not be paid for separately, but will be considered incidental to the contract.

3. **Bid Bond**

When marked as required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check or certified check equal to the amount specified is acceptable in lieu of a bid bond.

Proposal securities shall be released as follows:

1. The successful Bidder's security shall be retained until the required performance bond has been furnished;
2. Proposal securities of the proposing Bidders shall be held until the successful Bidder's performance bond has been furnished, at which time the proposal securities will be promptly returned to the unsuccessful Bidders.

S. **INSURANCE and INDEMNIFICATION**

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The Village of Cary is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Bidder's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

The Bidder's insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Bidder shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Bidder and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

A Bidder shall maintain limits no less than:

1. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - a) General Aggregate: \$2,000,000
 - b) Bodily Injury & Property Damage:
\$1,000,000 per occurrence combined single limit

c) Other Coverage's: \$2,000,000 or as otherwise approved or required by owner

Coverage's shall include:

- Premises Operations
- Products/Completed Operations (to be maintained for five years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Bodily injury and property damage
- "X", "C", and "U" exclusions shall be deleted.
- Blasting exclusions shall be deleted if Work involves blasting.
- ISO Additional Insured Endorsement CG2010 shall be provided.

2. Workers' Compensation and Employer's Liability

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

a) Workers' Compensation: Statutory limits;

b) Employer's Liability with limits not less than:

- \$1,000,000 per occurrence
- \$1,000,000 each accident – policy limit
- \$1,000,000 each disease – policy limit
- \$1,000,000 disease – each employee

Such insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement.

3. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.

4. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor, Owner, and Engineer against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler, leakage, flood, hydrostatic pressure, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of all Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses or storage areas, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying or using all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

5. Owner's and Contractor's Protective Liability Insurance. (only on projects with exposure of \$50,000.00 and up) Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000.

The named insureds for this insurance shall be the Village of Cary. The Village of Cary, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's works, including activities performed by or on behalf of the Contractor: products and completed operations of the contractor: premises owned, leased, or used by the Contractor: or automobiles owned, leased, hired, or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded the Village of Cary, its officials, agents, employees, and volunteers. The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer.

6. Professional Liability Insurance.

- a) Limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior approval.
- b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor

shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

- c) Provide a certified copy of actual policy for review.
- d) Required coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - i) Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - ii) Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

7. Environmental Impairment/Pollution Liability Coverage

For pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. Bidder shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Verification of Coverage: The Bidder shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 201 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

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

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

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

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

Safety/Loss Prevention Program Requirements:

Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.

Evidence of completed employee safety training can be provided.

Regulatory Requirements

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

Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

SPECIFICATIONS

1. Materials

- A. A complete list of trees, including quantities, sizes and other requirements is included.

All plant material shall conform to ***American Standard for Nursery Stock***. Trees shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years. They shall have been freshly dug (during the most recent favorable harvest season). Trees 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 branches and densely foliated when in leaf, and free from 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 with multiple leaders, unless specified, will be rejected. 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 $\frac{3}{4}$ inch (2 cm) in diameter that are not completely callused are cause for rejection.

All trees shall be properly labeled and tagged for identification.

Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper.

Substitutions of tree species will not be permitted unless authorized by the Village. If proof is submitted, substantiated in writing, that a tree specified is not obtainable, consideration will be given to the nearest available size or similar variety.

- B. Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be 1/8 inch nominal thickness with at least 50 percent having an area of not less than 1 square inch and no piece having an area of more than 6 inches square.
- C. Water shall be provided at no cost by the Village to the Contractor upon request and be suitable for irrigation and free from ingredients harmful to plant life.
- D. Trunk wrapping material, if specified, shall be perforated drainage tubing or similar material approved by the Village, large enough in diameter to prevent abrasion of the trunk and to allow for air circulation between the tubing and the trunk.
- E. Staking of trees is not required.

2. Certification

- A. All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of tree stock.

3. Selection and Tagging

- A. Trees can be subject to inspection for conformity to specification requirements and approval by the Village at their place of growth prior to award of bid.
- B. Trees shall be inspected upon delivery, and the Village reserves the right to reject any trees that do not meet the standards or that have been damaged during shipment. Such approval shall not impair the right of inspection and rejection during progress of the work.
- C. A Contractor's representative shall be present at all inspections.
- D. The Village shall be the sole judge of acceptability of stock at any time during the course of this contract.

4. Digging and Handling Plant Materials

- A. Trees to be balled-and-burlapped 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***, and of sufficient depth to include fibrous and feeding roots. The root collar shall be within the top 2" of the soil ball. Balled and burlapped trees with manufactured balls or balls that are dry, cracked or broken before or during planting operation will not be accepted.

5. Transportation and Storage

- A. Fresh dug material is 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.
- B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the Village of Cary may reject the injured tree(s) and order them replaced at no additional cost to the Village.
- D. Trees must be protected at all times from sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wood chips or other acceptable material, and kept well watered. Trees shall not remain unplanted any longer than 10 days after delivery without permission from the Village. Trees shall not be bound with wire or rope at any time so as to damage the bark or break branches. Trees shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

6. Delivery

- A. Bid prices shall include delivery to the Village's site of 454 Cary Woods Circle, Cary, Illinois. It is the Contractor's responsibility to verify delivery date to ensure planting is completed per contract.
- B. The Village will offer the use of Public Works as a staging area for trees.
- C. The Contractor shall give the Village notice of delivery time 3 to 5 days prior to delivery.

7. Excavation of Planting Areas

- A. The Village will stake all planting areas. The Contractor will notify J.U.L.I.E. to verify location of underground utilities before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- B. The Contractor shall excavate planting areas as shown in the field.

The planting hole shall be 1.5 to 2 times the diameter of the soil ball.

The soil pad on which the soil ball or root ball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling.

- C. Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices prior to leaving the site.
- D. The Contractor shall notify the Village, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.
- E. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Village shall designate alternate planting locations.

8. Planting Operations

- A. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.
- B. Trees shall be set with the top of the root collar at or slightly above finished grade. Trees must be centered in the hole and set plumb. Trees shall be set so that they will be at the same depth 1 year after planting.
- C. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.
- D. For all trees moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly soaked with water after planting.
- E. Removal of ropes, strings, wire baskets, burlap, and other wrappings from B&B plants.

If tree is in wire basket:

After the tree has been set and one half of the backfilling completed to support the ball, ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half of the ball. The balance of the wrappings may be left intact around the bottom

half of the ball. If the root collar is deep in the ball, remove excess soil away from the trunk using hands, not tools.

If tree is not in wire basket:

Once the tree is set and backfilled, any rope, string or twine should be removed from around the trunk. The Contractor will ensure that within 60 days, all ropes, strings, burlap, and other wrappings will have decomposed so as not to restrict growth of trunk and roots. If this has not occurred, the contractor must remove the restricting materials within one week of notification by the Village.

- F. Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Prevent puddle soil conditions by avoiding compaction once the soil is wet. If burlap and wrappings are not removed they must be covered with soil. Water will be provided at Public Works by the Village at no charge.
- G. Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.
- H. All trees shall be mulched over the root system with a 3-4 inch layer of aged wood chips or bark immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from trunk.
- I. Trees shall be thoroughly watered immediately after planting.
- J. All twine, rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after planting is completed.
- K. Trees that require a spring planting shall be dug and planted as soon as the weather permits.

9. Cleanup

- A. Soil, branches, binding and wrapping material, or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

10. Acceptance

- A. The Village shall perform an inspection with the Contractor of all plant material after the original planting to note and correct any discrepancies.
- B. Acceptance of plant material by the Village shall be for general conformity to specified size, character, and quality, and shall not relieve the Contractor of responsibility for full conformity to the contract documents, including correct species.
- C. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the Village, the Village shall certify in writing that the work has been accepted. Any plant work so accepted will be paid within 30 days at the contract bid price, unless previously negotiated otherwise.

- D. Work may be accepted in parts where the Village and Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the Village to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

11. Guarantee Period and Replacement

- A. The Contractor shall guarantee all trees to be healthy and in flourishing condition for one year from written date of acceptance. The guarantee does not include vandalism, storm damage, animal damage or mechanical damage unrelated to contractor activities.
- B. The Village must receive completed invoice with all pertinent waivers by the last week of the month. Payments will be processed every 3rd week of the month.

APPENDIX 1
SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

APPENDIX 2
REFERENCE SCHEDULE

1. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

2. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

3. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

4. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

5. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

**APPENDIX 4
VILLAGE OF CARY
BID CERTIFICATION FORM**

CONTRACTOR'S NAME: _____

ADDRESS: _____

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Cary, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Species Common Name	Size	Bid Qty	Unit / Installation / Mulching Cost	TOTAL PRICE
Kentucky Coffeetree (MALE)	2-2.5"	27		
Ginko (MALE)	2-2.5"	27		
American Linden	2-2.5"	28		
Accolade Elm	2-2.5"	27		
Hackberry	2-2.5"	27		
Triumph Elm	2-2.5"	27		
Northern Catalpa	2-2.5"	28		
European Hornbeam (SPRING PLANT)	2-2.5"	27		
London Plane Tree (SPRING PLANT)	2-2.5"	27		
Lacebark Elm	2-2.5"	28		
Skyline Locust	2-2.5"	27		

Tulip Tree (SPRING PLANT)	2-2.5"	27		
Zelkova (SPRING PLANT)	2-2.5"	28		
TOTAL		355		

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village’s interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as “Delivered and Installed” are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said Parkway **Tree Purchase and Installation**, [he/she] will completely perform the contract in strict accordance with its terms and conditions. **Approximately 140 trees will be installed this spring and approximately 215 trees will be installed in the fall.**

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said **Parkway Tree Purchase and Installation**, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers’ Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at _____ this _____ day of _____, 20____.

By: _____
(signature)

Its: _____
Title

_____, being duly sworn, deposes and states that he/she is the _____
_____ of _____ and that the statement above is
true and correct. Subscribed and sworn before me this _____ day of _____, 20____

(NOTARY STAMP)

Notary Public

VILLAGE OF CARY

Accepted this _____ day of _____, 20____

By: _____
(signature)

Title: _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: that _____
(Full name and address)

as Principal, hereinafter called Contractor, and _____
(Full name and address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Cary, 655 Village Hall Drive,

Cary, Illinois, 60013 as Obligee, hereinafter called Owner in the amount of _____

Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20__ entered into a contract with Owner for
_____) in accordance with Drawings and Specifications prepared by _____ which contract is

by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by owner to be in default under the Contract, The Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title: