

INVITATION TO BID

Village of Roscoe, Illinois



CONTRACTUAL TREE TRIMMING

Village of Roscoe, Illinois
10631 Main Street
Roscoe, IL 61073

Release of Specifications:

March 1, 2021

Deadline for Submission of Bids:

Thursday, March 11, 2021 – 10:00 AM

TABLE OF CONTENTS

NOTICE TO BIDDERS 3

INSTRUCTIONS TO BIDDERS 4

GENERAL TERMS AND CONDITIONS 7

SPECIFIC TERMS AND CONDITIONS FOR PROJECT 11

PERFORMANCE STANDARDS..... 13

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS 22

LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS 24

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER..... 25

STATEMENT OF BIDDER'S QUALIFICATIONS..... 26

CERTIFICATE OF BENEFICIAL INTEREST 28

BID SHEET 29

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing of Contractual Tree Trimming and Removal Services Contract Pricing for the period from present time through December 31, 2021 for the Village of Roscoe will be received by the Roscoe Village Clerk at Roscoe Village Hall, 10631 Main Street, Roscoe, Illinois until **10:00am (Local Standard Time) on Thursday, March 11, 2021**. All bids will be publicly opened immediately thereafter.

Specifications and bid offer form are available for pick up at Roscoe Village Hall, 10631 Main Street, Roscoe, Illinois or from Village of Roscoe Maintenance Facility, 5402 Swanson Road, Roscoe, Illinois. Bids can also be requested electronically by contacting the Village's Public Works Department at 815-877-0746.

Bidders are required to comply with the requirements of EEOC Standards regarding equal employment opportunities in Illinois. This project must comply with the Illinois Prevailing Wage Act.

The right to reject any and all bids is reserved.

By order of the Board of Trustees of the Village of Roscoe.

Signed:

A handwritten signature in black ink that reads "Mark W. Szula". The signature is written in a cursive style with a large, stylized 'S' at the end.

**Mark W. Szula
Village President**

INSTRUCTIONS TO BIDDERS

Overview: The Village of Roscoe (“Village”) seeks to enter into a contract (“Contract”) with a qualified contractor to provide all necessary labor, materials, and equipment in order to remove dead, dying and/or diseased trees, remove stumps, and prune trees on or around public property (ROW) within the Village of Roscoe (“Work Sites”).

TO BE SUBMITTED TO: Village of Roscoe, Illinois
10631 Main Street
Roscoe, IL 61073
ATTN: Wade Kretsinger

SUBMISSION DEADLINE: **Thursday, March 11, 2021 AT 10:00 AM CST**

Preparation of Contract Proposals:

- A. The Bid form is included with the Bidding Documents.
- B. All contract proposals for the Work shall be made only on the Bid form included with this Invitation to Bid and shall be complete with a price for each and every item named in the Schedule of Prices.
- C. All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed.
- D. All Bid Proposals must be dated and signed by an authorized official.
 1. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 2. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
 3. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 4. A Bid by an individual shall show the Bidder's name and official address.
 5. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- E. All names shall be typed or printed in ink below the signatures.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- G. The address and telephone number for communications regarding the Bid shall be shown.

References:

Each bidder shall provide a list containing the contact person, telephone number, and email address of no fewer than three client references for whom the bidder has completed similar projects over the past two years.

Clarifications: Village reserves the right to make clarifications, corrections, or changes in this ITB at any time prior to the time bids are opened. If any prospective bidder has questions about this ITB, bidder may submit inquiries via email to public works director **Wade Kretsinger** <wkretsinger@villageofroscoe.com> . All inquiries must be in writing and received no later than 5 business day before the Submission Deadline. Inquiries will be addressed in a published addendum or clarification document. All bidders are responsible for monitoring the Village's website, obtaining and acknowledging any and all addenda issued by the Village in connection with this ITB, and attaching all such addenda to their contract proposal, which addenda will be incorporated into every bidder's contract proposal.

Submittal of bids:

- A. Each prospective Bidder is furnished one (1) copy of the Bidding Documents. An unbound copy of the Bid form is to be completed and submitted with any Bid form supplements required by the Bid form at the time of Bid or within the time period specified.

- B. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED".

Opening of Contract Proposals

Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and; unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

Withdrawal of Contract Proposals

No bid package shall be withdrawn for a period of 45 days after the opening of any bid. All Bids will remain subject to acceptance for the period of 45 days, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

Rejection of Contract Proposals

Bids that are not submitted on the bid form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Award of Contract

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

VILLAGE reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. VILLAGE further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. VILLAGE may also reject the Bid of any Bidder if VILLAGE believes that it would not be in the best interest of the Project to make an award to that Bidder. VILLAGE also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

Village may accept the bid that is, in its judgment, the best and most favorable to the interests of Village and to the public; reject the low-price bid; accept any item of any bid; reject any and all bids; or waive irregularities and informalities in any bid package submitted or in the invitation to bid process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

In evaluating Bids, VILLAGE will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating Bidders, VILLAGE will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bid Form.

VILLAGE may conduct such investigations as VILLAGE deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

If the Contract is to be awarded, VILLAGE will award the Contract to the Bidder whose Bid is in the best interests of the Project

On acceptance of the successful Bidder's bid package by Village, the successful Bidder's bid, together with Village's notification of acceptance, shall become the Contract for the Work.

SIGNING OF AGREEMENT

When Village gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to VILLAGE. Within ten days thereafter, VILLAGE shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

GENERAL TERMS AND CONDITIONS

The terms and conditions listed below shall be made a part of any agreement with the Village of Roscoe, and shall supersede and replace all conflicting language contained in, a Contractor's purchase orders, work order, agreement, or other contract documents, and will take precedence over all other terms and conditions therein, unless otherwise agreed to in writing, and acknowledged by both parties.

Where the terms of any Agreement or Purchase Order contradict or conflict with any state or federal, ordinance, statute, or regulation, that portion of the agreement shall be construed or rewritten, in a manner in which compliance shall occur. Costs or associated expenses for any changes to due to compliance with this subsection shall be the responsibility of the Contractor.

Conformance to Scope of Work & Inspections: The Contractor is expected to conform to the scope of work as set forth in the purchase order / proposal / work order. 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 the specifications set forth in the scope of work 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 Contractor. The Contractor will be responsible, at Contractor's sole expense, for the correction of the condition of any work not acceptable to the Village.

Insurance:

Contractor shall maintain, and furnish certificates of insurance to the Village, all general liability coverage, automobile liability coverage, and workmen's compensation insurance to the minimum limits set forth below.

All required coverages shall be from a company authorized to do business in Illinois and with at least an "A XII" rating from A.M. Best Company and shall name the Village as an additional insured on a primary & non-contributory basis.

A) Commercial General Liability Coverage *

- 1) \$1,000,000 Per Occurrence
- 2) \$500,000 Damage to Rented Premises (Each Occurrence)
- 3) \$1,000,000 Personal & Advertising Injury
- 4) \$3,000,000 General Aggregate (\$2,000,000 will suffice)
- 5) \$3,000,000 Products/Completed Operations Aggregate (\$2,000,000 will suffice)

B) Commercial Automobile Liability Coverage *

(Only Needed if operations include using vehicles on Village owned property)

- 1) \$1,000,000 Combined Single Limit

C) Workers Compensation Coverage

(Only needed if Contractor has employees that will be on Village premises)

- 1) Statutory limits
- 2) Employers Liability Limits of \$500,000/\$500,000/\$500,000

Change Orders: Changes in, or additions to, the Scope of Work and/or a change in the amount of money to be paid to the Contractor, or the extension of time for completion of work must be the result of an approved change order ordered and approved by the designated Village Official(s) and approved by the Village and/or the Village Board.

Contractor Qualifications: Contractor shall hold all licenses, and certifications necessary to legally install all equipment, and do all work as set forth in the Scope of Work, in the State of Illinois, or shall, at contractor's sole expense, provide such qualified personnel to perform such work.

Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final payment on the contract is issued. The warranty period shall commence upon final acceptance of product.

Taxes: Federal Excise Tax does not apply to materials purchased by the Village of Roscoe. Retailer's Occupation Tax, Use Tax, and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village of Roscoe by virtue of Statute. Tax exemption certifications can be made available.

Compliance with State and Federal Law: Contractor warrants that it will comply with all federal, state and local laws, ordinances statutes, rules and regulations including, but not limited to the following statutes set forth below. Costs or associated expenses for any changes to contracts due to compliance with this subsection shall be the responsibility of the Contractor.

Public Works Contract Change Order Act: Contractor acknowledges that it has reviewed the Public Works Contract Change Order Act (50 ILCS 525/5 et seq.) and understands that this agreement shall be subject to the provisions therein. Should a change order, or a series of change orders, which would constitute an increase of more than 50% of the original contract price, or otherwise trigger the requirements of the Change Public Works Contract Change Order Act, be required, such Change Order or series of Change Orders, shall be let out for bid as required by statute and Village Ordinance, and shall be excluded from the purview and scope of this Agreement.

Substance Abuse Prevention on Public Works Projects Act.

Contractor acknowledges that it has reviewed the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) and that it will prohibit employees, contractors, subcontractors, and sub-subcontractors from using, possessing, distributing, delivering, or being under the influence of a drug, or use of be under the influence of alcohol, while performing work on a public works project.

Contractor further warrants that it has in place a written program for in place for the prevention of

substance abuse by its employees, contractors, subcontractors, or subcontractors, and that a copy of the written program for the prevention of substance abuse shall be filed with a Village, pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), before commencement of work on the Project shall begin.

Public Construction Bond Act.

Contractors are required to provide all performance and completion bonds as required by State Statute and Village Ordinance. Bonds required shall include, but not are not limited to those required under the Public Construction Bond Act (30 ILCS 550/0.01 et. Seq.)

Contractor warrants and acknowledges that it has reviewed the Public Construction Bond Act (30 ILCS 550/0.01 et seq.), and shall furnish to the Village Bonds that contain terms in compliance therewith.

Patriot Act Compliance: Executive Order 13224 and Anti-Money Laundering.

The Contractor represents and warrants to the Village of Roscoe that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Prevailing Wage Act.

The contractor acknowledges that it has reviewed the Illinois Prevailing Wage Act, has reviewed and agrees to pay the applicable prevailing wage rates, as applicable, and which are in effect during project duration, and will strictly comply with the Illinois Prevailing Wage Act and related requirements, including subcontractor requirements.

Contractor agrees that not less than the prevailing rate of wages as determined by the Village of Roscoe or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds and subcontractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

The Contractor shall be responsible for keeping, collecting and submitting copies to the Village, all records and documentation, including, but not limited to, the certified payroll contemplated under the Act, which are required, or may be required, under the Illinois Prevailing Wage Act (820

ILCS 130/0.01, et seq.), including that documentation which is required from subcontractors and sub-subcontractors. The Contractor further agrees to cooperate with the Village in responding to any request by the Illinois Department of Labor, or other authorized agency or governmental or quasi-governmental unit of the State of Illinois in providing documentation of compliance with the Illinois Prevailing Wage Act

Neither the Contractor nor any firm, partnership, or association in which they have a substantial interest may be designated as an ineligible contractor by the Department of Labor pursuant to 820 ILCS130/11a.

Current information on Prevailing Wage Rates can be found on the Illinois Department of Labor's website. (<http://www.state.il.us/agency/idol/rates/rates>)

SPECIFIC TERMS AND CONDITIONS FOR PROJECT

- A. BONDS.** If Contract is accepted, the Contractor shall provide within 10 days of acceptance by the Village, a Performance Bond, in the penal sum in the amount of 125% of the relevant appropriation for the contemplated services.
- B. PRE-WORK MEETING.** Prior to the commencement of any Work, Contractor shall meet with the Village of Roscoe Public Works Director to discuss the Scope of Work and Work Site. At the meeting, a removal list by location and size and a map showing the limits of the area to be pruned will be given to Contractor.
- C. WORK SITE(S).** The Work will be performed at various locations throughout the Village of Roscoe as determined by the Public Works Director following a pre-work meeting.
- D. BASIS OF PAYMENT.** Payment for Work shall be determined by the unit price per inch diameter for each diameter class of tree. Contractor invoice must show the number of trees per diameter class, total diameter inches, address of location, and the date of removal or pruning.
1. Inch diameter for scheduled for removal shall agreed upon before the start of Work.
 2. Payment for Tree Removal Removals includes cutting stump flush with surrounding grade of the stump as an incidental cost to the removal of the tree
 3. Stump removal if required will be at directed at the public works director at bid rates.
- E. ASSIGNMENT OF WORK.** All Work under this Contract shall be assigned by the Public Works Director or his designee on an ongoing or “AS NEEDED” basis by supplying the Contractor with a complete list of removals (including Diseased & High Risk trees), trees to be pruned, and stump removal (“Work Order”).
- F. WORKING HOURS / PERFORMANCE TIMES.** Except for emergency work, it is contemplated that all work performed under this agreement, unless otherwise agreed upon by the parties, can and will be scheduled and performed during the regular work week of Monday through Friday, and between the hours 7:00 AM and 4:00 PM, and will be compensated at the regular rate of pay. Should the Contractor be requested by the Village to perform Emergency Work during weekends, holidays or off-hours, Contractor shall be compensated at the paid emergency rates to do so.
1. *Tree Removal:* Tree removals must be completed within fourteen (14) days once the Work Order is given to the Contractor.
 2. *Hazard Trees / High Priority:* Any tree that is deemed to be a hazard by the Public Works director must be removed as soon as possible and no later than twelve (12) hours after the work order is submitted.

G. GENERAL SCOPE OF WORK. The Contractor shall perform the following Work in accordance with these specifications, scope of work, and any Work Orders given to Contractor at a Pre-Work Meeting.

1. General. Removal of dead, dying and/or diseased/high risk trees, removal of stumps, and pruning of other trees seven inches (7") in diameter and larger, as measured at a height of four feet five inches (4-5"). The work to be done will be on public property (ROW) within the Village of Roscoe, or possibly diseased or high-risk trees on private property ("Work Site(s)"). Removal shall include rigging or lowering of limbs and other operations necessary to safely remove assigned trees, removal of the stump to twelve inches (12") below ground level or deeper if directed by the Director of Public Works or his designee, and restoration with topsoil, seed and erosion control blanket that is biodegradable netting excelsior. It shall further include hauling and disposing of all wood and debris and cleaning up by raking lawn areas and sweeping sidewalks, streets and gutters and restoring the premises to its original condition (unless otherwise specified by the Public Works Director or his designee).
2. Mobilization / Demobilization. The Contractor shall be responsible for mobilizing all of the proper and necessary equipment necessary to complete the contract work and for demobilizing and removing all equipment from the Work site upon completion of the work. Mobilization/Demobilization shall be considered incidental to the contract.

PERFORMANCE STANDARDS

A. Maintenance Trimming/Pruning:

1. Routine trimming and pruning will be paid per tree based on the agreed rate specified in the bid document. Rates will be established for both Class 2 & Class 3 tree pruning and trimming as defined by the American National Standards Institute A300 Standards and established for the specified range of a tree's Diameter at Breast Height (DBHs) set for in these specifications.
2. Maintenance trimming/pruning shall include but not be limited to the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches. The removal of such described branches shall include those both on the main trunk and within the crown. Maintenance trimming/pruning / removal must follow the most recent ANSI Z133.1 and A-300 standards and include the following:
 - a. All cuts must be made as close as possible to the trunk or parent branch, without cutting into the branch collar or leaving a protruding stub. Bark at the end of all pruning cuts should remain firmly attached.
 - b. All branches too large to support with one hand must be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.
 - c. Sharp tools must be used so that clean cuts are made at all times. Equipment shall be sterilized as often as determined by industry best practices.
 - d. Climbing hooks or spurs shall not be used so as to avoid damage to the bark or cambium layer of the plant.
 - e. When crossing or rubbing of branches occurs, Contractor shall remove the weaker or less desirable branch where possible. Such removal should not leave large open spaces in the general outline of the tree.
 - f. Where practical, all girdling root sections will be removed.
 - g. The presence of any disease condition, fungus fruit bodies, decayed trunks or branches, split crotches or branches, severe bark inclusions, cracks or other structural weakness must be reported to the Village designee who will recommend proper corrective measures. All diseased wood or chips will be removed from the site by the Contractor.
 - h. To preserve symmetry and the aesthetic appearance of the tree when trimming, the Contractor shall endeavor to under-prune where practical, rather than remove entire branches back to the trunk or parent branch. If, however, the limb cannot be cut back to a proper branch union that is at least one third (1/3) the

diameter of the limb being removed, the entire limb shall be removed. Also, no limb shall be cut back to another limb that is at a 90-degree angle from the limb being removed.

- i. All trees and shrubs whose branches block the view of oncoming traffic shall be trimmed back far enough to allow the clear view of oncoming traffic.
- j. All branches obstructing the view of traffic control devices (i.e. signs) must be trimmed/removed as needed to create a clear line of sight.
- k. Trimming for obstruction clearance must allow for one year's normal growth.
- l. Crown reduction pruning may be necessary where there has been significant crown dieback, prior incorrect pruning or severe storm damage. Crown reduction pruning is the reduction of top, sides, or individual limbs by means of removal of the leader or longest portion of a limb to a lateral no less than one third (1/3) of the total diameter of the original limb.
- m. All attempts should be made to prune the tree to a shape typical of the species. Remove branches in such a manner as to leave the foliage pattern evenly distributed. In general, the top of the crown is to be higher than the sides to maintain a tree-like form.
- n. Minimally sufficient limbs will be removed to achieve the desired effect without admitting too much sunlight to the trunk or the top side of large branches.
- o. Rimming, pruning and branch clean-up performed in the event of an emergency will be paid at the emergency/off-hours hourly rate which must be fully inclusive of all equipment, labor, personnel, travel, tools, fuel and overhead associated with the provision of a two-man crew for the performance of work.

B. Tree Removal Operations.

1. Tree removal will be paid on a per tree basis according to trunk diameter measured at breast height (DBH). The per tree removal rate must be fully inclusive of all equipment, labor, personnel, travel, tools, fuel and overhead associated with the removal of all of the above-ground portions of the tree, including grinding of the stump so as to be level at grade. No additional hourly rate will be paid for tree removal; however, a premium per tree charge may be applied in the event of tree felling during emergency/off-hours.
2. All marked dead, dying and/or Diseased and High Risk trees seven (7) inches in diameter and larger shall be removed and the stumps ground out to a minimum depth of twelve (12) inches below ground level. This shall include removal of all

prominent surface roots and removal of all diseased material or any tree species infected by insects or disease.

3. The Contractor shall provide his own equipment, labor, fuel, and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his own equipment and the availability, presence, and supervision of his employees.
4. All work shall be performed in a thoroughly first-class and workmanlike manner. Contractor will notify the Village 24 hours in advance before tree removal operations are to begin.
5. Parkway trees will be removed only if the tree has been properly marked. All trees will be listed by address for removal where possible. Only those so marked and listed shall be removed.
6. All trees that cannot be safely felled without danger to traffic or potential injury to other plants or property shall be cut in sections from the top down (topped). The contractor must adhere to all best practices and take every precaution to avoid damage and /or injury to any persons and property.
7. Ropes shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. If any damage occurs to public or private property, it will be repaired by the Contractor at the Contractor's expense.
8. It shall be necessary to rake and sweep the area immediately after the tree has been felled, cut up, and removed. All material shall be removed from the work site the same day as the removal.
9. The Contractor shall perform all hand work required to effectuate an efficient removal operation. The Public Works Director shall have the right to identify for the Contractor those areas where hand work shall be performed.

C. Stump Removal.

1. Stump grinding/removal to below grade may be required at the direction of the Public Works Director at the time of tree removal and will be paid as a separate fee. The fee shall be fully inclusive of all equipment, labor, personnel, travel, tools, fuel and overhead associated with the removal of all of the above-ground portions of the tree. No additional hourly rate will be paid for stump grinding. Stump grinding services will only be performed during normal business hours, there is no anticipated instance by which stump grinding would be required on an emergency basis after hours.
2. Tree stump removal shall consist of furnishing all labor, material, equipment, and incidentals to completely remove, by mechanical grinding or chipping, various tree

stumps. This shall be done to a minimum depth of twelve inches (12") below ground surface, or to the necessary depth, leaving a void in conformance to the grade of the parkway, and shall not be mounded. All work orders for stump removal that are submitted to the Contractor will need to be completed within 21 days of their submittal.

3. Final grade elevations and surface area of grinding shall match the grade of the surrounding parkway, there shall be no mounding left. The restorations will be approved by and be acceptable to the Public Works Director or his designee.
4. Roots or stumps interfering with adjacent concrete or other stationary objects shall be the responsibility of the stump removal contractor. Unsuitable conditions shall be brought to the attention of the Village representative and shall be altered prior to completion of this contract.
5. The Contractor will be responsible for removing or replacing objects interfering with stump removal operations.
6. Voids in the parkway due to removal operations shall be filled the day of grinding for each respective stump. If pulverized black dirt is not available on the day of grinding, a barricade can be utilized over the stump hole until restoration can be completed. Should a barricade be utilized, the Contractor must have full restoration completed no later than three (3) days after a barricade is placed. The Contractor is responsible for supplying the barricades should a situation arise where they are needed.
7. All debris resulting from stump grinding operations shall be removed from the parkway, adjacent parkway surface area, roadway, sidewalks, or other surfaces on the same day as the stump grinding operation.
8. The Contractor shall grind and restore all stumps sites with topsoil, seed and erosion control blanket within seven (7) days of a tree removal. The Contractor is responsible for contacting J.U.L.I.E. to have all underground utilities located prior to any stump grinding work. The excavating shall be cleaned of all chips and debris and then completely filled with pulverized topsoil free from grassroots, stones, sod, weeds, stiff clay, or other substances harmful to plant growth. The topsoil shall be compacted and fine-graded to match existing grade and shall NOT be mounded, then fertilized and seeded with a Class 2 or Class 2a mixture of seed in accordance with the latest version of Section 250.07 of the IDOT Standard Specifications for Road and Bridge Construction. Restoration is incidental to "Tree Removal" or "Stump Removal".

D. Debris Removal.

1. The Contractor shall arrange to keep sidewalks open to traffic when possible.
2. All debris from tree removal, pruning, and storm damage operations shall be removed from the site and from the Village of Roscoe the same day it is cut. No debris is to remain in the street or on the sidewalk overnight. Under no circumstances will debris be left on the parkway over the weekend or during holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Eve and Christmas Day). Payment for removal and disposal of debris is to be included in the unit prices for Tree Removal, Diseased & High-Risk Removal, Tree Pruning, or Stump Removal.
3. The Contractor shall remove all surplus materials and debris from the streets as the work progresses so as to cause the minimal amount of disruption to the public's use of the streets and rights-of-way.
4. All applicable State and Local laws and ordinances related to the hauling, handling, and disposition of such materials will be complied with by the Contractor.

E. Restoration.

The Contractor shall take all necessary precautions to eliminate damage to the trees, grounds, driveways, streets and curbs, sidewalk, structures, and utilities on or adjacent to the work site.

F. Reporting of Incidents and Complaints.

1. The Contractor shall immediately report to the Village any collisions, near misses, or other incidents involving the Contractor and members of the public. Reportable incidents shall include any situation where there was an actual or perceived possibility for injury or property damage reports shall include the location of the incident, nature of the incident, vehicles involved (if applicable), and any other information which may be necessary for the Village to address the incident should the incident be brought to the attention of the Village .
2. Should a property owner make a complaint to Contractor or confront a Contractor in a hostile manner in relation to work contemplated by this agreement, the Contractor shall temporarily cease work at that location and shall immediately contact the Public Works Director or his designee, for assistance in the resolution of the situation.
3. Any damage shall be reported in writing to the property owner and the Public Works office located at 10631 Main Street, Roscoe, Illinois 61073, on the day of occurrence. Any damage shall be repaired at the Contractor's expense within ten (10) days of the

occurrence (unless reason for a delay can be shown with the consent of the Public Works Director). Should the damage not be rectified within the agreed upon time or to the satisfaction of the Public Works Director, the Village can reserve the right to repair or replace that which was damaged and deduct these costs from any payment due the Contractor; or failure may be cause for termination of the Contract.

G. Equipment.

1. The equipment used for removals and pruning shall be of sufficient type, capacity, and quantity to safely and efficiently perform the removal work as specified.
2. Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract.
3. All equipment (including support equipment) to be used by the Contractor shall be subject to the inspection and final approval of the Village. Such approval may require on-site demonstration of the capability of any proposed equipment to provide satisfactory performance.
4. In the event the Contractor's equipment breaks down in the field or otherwise, the Contractor will supply a replacement (backup) piece of equipment within 24 hours of the breakdown.

H. Weather.

1. The Contractor may suspend operations if weather conditions are such that removal operations cannot be carried out in a safe and effective manner. If such suspension occurs, the Contractor shall immediately notify the Public Works Director.
2. The Public Works Director shall at his discretion have the right to order the suspension of removal operations whenever, in his judgement, present weather conditions or impending weather conditions are such that removal operations cannot be carried out in an effective and safe manner.

I. After Hours/Emergency Response.

1. After-hours or Emergency work may be required in response to storm damage, high winds, sleet, snowstorms, or other time critical work that must be performed outside of the regular working hours.
2. The Contractor shall provide the Village with an a 24-hour emergency contact number where Contractor's representative can be reached should emergency service be required.

3. Contractor will make available emergency crews and equipment on a 24-hour basis when notified of the emergency by the Public Works Director, his representative, or the Village Administrator. The Contractor shall be able to respond to the emergency within four (4) hours from the time called. A three-person minimum crew is required for all emergency work.

J. Contractor Responsibilities.

1. Contractor shall supervise and direct the work using his best skill and attention, and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.
2. The Contractor shall at all times enforce strict discipline and good order among his employees and those of subcontractors, if allowed, and shall not allow on the Work site any unfit person or anyone not skilled in the task assigned to him. All work will be performed in a good and workmanlike manner, following reasonable safety procedures and using necessary safety equipment, such as traffic cones and street barricades.
3. The Contractor warrants to the Village that all materials incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.
4. The Contractor shall be responsible to the Village for the acts and omissions of his employees, subcontractors, if allowed, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

K. Personnel

1. The Contractor shall employ competent foremen and laborers. None but worker's expert in their respective branches of work shall be employed where special skill is required.
2. There must be a Certified Arborist on the tree trimming and removal crew(s) at all times.
3. Tree maintenance operations required under this contract must only be performed by qualified tree care workers who, through related training, on the job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such practices.

4. The Contractor shall supply sufficient supervision to maintain order and control. There shall be one overall project supervisor who shall be the contact person for the Village. The project supervisor will maintain contact with the Village's Public Works Director or his designee.
5. Contractor's employees shall perform their duties in a quiet, orderly, and courteous manner. Neither the Contractor nor his agents nor employees shall solicit gratuities of any kind for the performance of any work included in the Contract. Violation of the provisions of this item shall be grounds for immediate termination of this agreement, and will potentially subject the employee to criminal sanctions. Any reports of such solicitation of gratuities will be referred to the Village Police Department for investigation.
6. A crew shall consist of not less than three (3) people per crew with the required equipment to perform tree operations satisfactorily and safely.

L. Safety

1. Safe performance of the contracted scope of work by contractor shall be an essential term of this agreement. The Village reserves the right, at its discretion, to stop work or disallow payment for any work performed where the proper safety precautions have not been followed.
2. The standards contained herein shall not take precedence over arboricultural safe work best practices. The Contractor must use all safety devices and procedures which will conform to the latest publication of the American National Standards Institute, A300 (Part 1 Pruning Standards).
3. All operations must comply with applicable Occupational Safety and Health Administration Standards (<https://www.osha.gov>), ANSI Z133.1, as well any state and local regulations.
4. Proper warning signs, barricades, and/or other protective devices must be provided by the Contractor. These shall be in accordance with the latest version of the Manual of Uniform Traffic Control Devices and shall be implemented for all work in the public right-of-way. If the entire street is not properly barricaded when performing tree removal operations, the Village will stop work until the proper street barricading is accomplished.
5. During tree removals or pruning within the parkway, the Contractor shall have the responsibility to block the street at each intersection, using proper signs and barricades to prevent any motorized vehicle from entering, with the exception of State or County highways which will not be completely blocked off. Prior to working on Township, County or State highways, the Contractor shall have the responsibility of notifying the Township, County or State, Village of Roscoe Police Department, and the Harlem

Roscoe Fire Department. At a minimum all streets within the trimming area shall have advanced warning signs that indicate "Tree Work Ahead" or equal.

6. The Contractor shall comply with all pertinent OSHA regulations.

M. **Right to Suspend Work.**

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

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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

LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Compliance with State and Federal Law

Contractor warrants that it will comply with all federal, state and local laws, ordinances statutes, rules and regulations including, but not limited to the following statutes set forth below. Costs or associated expenses for any changes to this contract due to compliance with this subsection shall be the responsibility of the Contractor.

Prevailing Wage Act:

The contractor acknowledges that it has reviewed the Illinois Prevailing Wage Act, has reviewed and agrees to pay the applicable prevailing wage rates, as they currently exist, or may be amended, and which are in effect during project duration, and will strictly comply with the Illinois Prevailing Wage Act and related requirements, including subcontractor requirements.

Contractor agrees that not less than the prevailing rate of wages as determined by the Village of Roscoe or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds and subcontractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

The Contractor shall be responsible for keeping, collecting and submitting copies to the Village, all records and documentation, including, but not limited to, the certified payroll contemplated under the Act, which are required, or may be required, under the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), including that documentation which is required from subcontractors and sub-subcontractors. The Contractor further agrees to cooperate with the Village in responding to any request by the Illinois Department of Labor, or other authorized agency or governmental or quasi-governmental unit of the State of Illinois in providing documentation of compliance with the Illinois Prevailing Wage Act.

Contractor Further Certifies:

1. Neither the undersigned nor any firm, partnership, or association in which they have a substantial interest is designated as an ineligible contractor by the Department of Labor pursuant to 820 ILCS130/11a.
2. The undersigned shall comply with the provisions of 820 ILCS 130/11a, et seq.
3. All employees shall be paid pursuant to the general prevailing rate as determined by the Illinois Department of Labor.
4. Contractor agrees to obtain and forward to any subcontractor within ten (10) days after their execution of any subcontract including those executed by their subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Current information on *Prevailing Wage Rates* can be found on the Illinois Department of Labor's website. (<http://www.state.il.us/agency/idol/rates/rates.>)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.
_____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit, cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Roscoe, IL or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Name and Title)

Subscribed and sworn to before me
this _____ day of _____, 20__

(Notary Public)

My commission expires _____.

STATEMENT OF BIDDER'S QUALIFICATIONS

All bidders must fully disclose the following information in a clear and comprehensive manner. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires:

1. Name of bidder.
2. Permanent main office address.
3. Date organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in business under your present firm or trade name.
6. General character of work performed by your company:
7. Have you ever failed to complete any work awarded to you?
8. Have you ever defaulted on a contract? Yes _____ No
9. Provide a complete listing of any past (last ten years) or pending litigation against the company and/or any of its principals involving the actual or alleged failure to meet contractual obligations to provide landscaping services.
10. Experience in work similar in importance to contract being offered by the Village of Roscoe.

11. Background and experience of the members of your organization, including principal owners and officers.

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any other information requested by the Village of Roscoe, IL in the verification the recitals comprising this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2021.

Signed:

By: _____

Its: _____

State of _____)

County of _____) ss.
)

_____ being duly sworn deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn before me this _____ day of _____, 2021.

My commission expires on _____.

BID SHEET

The undersigned, having examined the specifications and all conditions affecting the specified project, including full and detailed examination of the current facility, the site itself, and the conditions located therein, offer to furnish all services, labor, and incidentals specified for the price below (including all attachments to the bid document).

The contractor certifies that they have visited the sites of the proposed work, before bidding, to thoroughly familiarize them self with all existing conditions under which the work is to be done and acquaint them self with any conditions which may affect the work. Failure to take this precaution will not relieve the contractor from any obligations to comply strictly and fully with the terms of the contract and no allowance will be made for the failure of the contractor to correctly estimate his time, material and bid price.

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. (65 ILCS 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 when, in its opinion, the best interest of the Village will be served by such action.

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.

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

Bidding Company Name: _____

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

BID AMOUNT

[SEE ATTACHED PROPOSED SCHEDULE OF PRICES]

PROPOSED SCHEDULE OF PRICES

Name of Bidder: _____

1. Class II Medium Pruning:		
#	ITEM	\$ per tree
1A	1" – 6" cal	\$
1B	7" – 12" dbh	\$
1C	13" – 18" dbh	\$
1D	19" – 24" dbh	\$
1E	25" – 30" dbh	\$
1F	31" – 36" dbh	\$

2. Class III Hazard Pruning:		
#	ITEM	\$ per tree
2A	1" – 6" cal	\$
2B	7" – 12" dbh	\$
2C	13" – 18" dbh	\$
2D	19" – 24" dbh	\$
2E	25" – 30" dbh	\$
2F	31" – 36" dbh	\$

3. Tree Removal		
#	ITEM	\$ per tree
3A	1" – 6" cal	\$
3B	7" – 12" dbh	\$
3C	13" – 18" dbh	\$
3D	19" – 24" dbh	\$
3E	25" – 30" dbh	\$
3F	31" – 36" dbh	\$

4. Stump Grinding		
#	ITEM	\$ per tree
4A	1" – 6" cal	\$
4B	7" – 12" dbh	\$
4C	13" – 18" dbh	\$
4D	19" – 24" dbh	\$
4E	25" – 30" dbh	\$
4F	31" – 36" dbh	\$

5. Emergency Pruning / Tree Removal:

Three-person crew and equipment (Crew to include one crew leader/climber, one tree climber, a certified Arborist as the job supervisor, aerial lift/bucket truck to be used to chip into, brush chipper and all associated equipment)

\$ _____/hour

EXCEPTIONS: Any exceptions must be clearly noted below. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

Bidders exceptions are (if none, please state as such):

Number of Bid Packet Addendums Received: _____

I the undersigned certify that I have examined and carefully prepared this from the above specifications and have checked the same in detail before submitting this proposal, that I have only incorporated the specified requirements in my bid, that I have completed submitted all required data, and that I have full authority to make such statements and submit this proposal on bidders behalf and that said statements are true and correct.

Name (Print) _____

Date _____

Signature _____

Phone _____

Title _____

Fax _____

E-Mail Address (for correspondence): _____