



**REQUEST FOR BID # 19004  
FOR  
TREE PLANTING**

<https://www.wilmette.com/purchasing/bids-RFBs/>

<b>Last Date/Time for Questions</b>	02/19/2019 2:00 pm local time
<b>Last Addendum Issued</b>	02/21/2019 2:00 pm local time
<b>Bids Due and Opened At Village Hall</b> 1200 Wilmette Ave, Wilmette, IL 60091	02/28/2019 2:00 pm local time

**Submit bids to:**

Cliff Ruemmler  
Purchasing Manager  
Village of Wilmette  
1200 Wilmette Ave  
Wilmette, IL 60091  
(847) 853-7619  
[purchase@wilmette.com](mailto:purchase@wilmette.com)

**Note:** This cover sheet is an integral part of the bid documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Bidder.

## VILLAGE OF WILMETTE NOTICE TO BIDDERS

Notice is hereby given that the Village of Wilmette (the "Village") will receive bids at the Village Hall, 1200 Wilmette Avenue, Wilmette, IL 60091 until 02/28/2019 at 2:00 PM, local time for Tree Planting. Tree Planting includes the supply, delivery, transport, hole excavation, planting, backfilling, mulching, watering of each tree species and one-year warranty.

Bids will be publicly opened and the amount per tree will be summarized and made available on the Village's website at <https://www.wilmette.com/purchasing/bids-RFBs/> within five (5) business days. No amounts will be read at the time of opening, nor will bid results be provided by telephone.

### **Description of Work**

The proposed work is officially known as Tree Planting, as further described in the **RFB SPECIFICATIONS** section of this RFB.

### **Availability and Clarification of Documents**

This RFB and any addendums will be posted on the Village's website at: <https://www.wilmette.com/purchasing/bids-RFBs/>.

Any questions related to this RFB should be submitted in writing to Cliff Ruemmler, Purchasing Manager, at [Purchase@wilmette.com](mailto:Purchase@wilmette.com). Questions received by the Village, including the Village's responses will be consolidated and posted to the Village website.

The deadline for submitting questions is 2:00 pm central time 02/19/2019. Contractors will provide written acknowledgment of each addendum issued with their bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 02/21/2019.

It is the sole responsibility of the Contractor to check the Village' website to determine if an addendum has been posted.

## BID PREPARATION AND SUBMISSION

### Preparation of Bid Documents

The Bidder shall prepare the bid on the attached bid forms furnished by the Village starting on page 06 of this RFB.

All blank spaces on the bid pages applicable to the subject specification must be correctly completed in ink or type written. All signatures must be completed in ink.

### Conditions

Bidders are responsible to become familiar with all conditions, instructions, and contract documents governing this bid, including the **Bond and Contract terms attached in Appendix One (1) and Appendix Two (2)**. Submission of a bid will be considered specific evidence of having performed the above. **Any exceptions to the contract document that you may have must be included on the Bid Exception Sheet.** Once the award has been made, failure to have read all the conditions, instructions and specifications of this RFB shall not be cause to alter the original bid or to request additional compensation.

### Conflict with Existing Village Contracts

This Tree Planting contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the Contractor. Any Contractor that currently performs work for the Village under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

**Submission of Bids**

All Bids must be delivered to the Purchasing Manager by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post-marked time on the envelope.

Three (3) hard copies and one electronic copy of the complete bid in Adobe Acrobat PDF format on a USB flash drive should be submitted in a sealed envelope. The envelope must be clearly marked with the project name, Bidder's name, address, bid opening location, date and time.

**Withdrawal of Bids**

Bidders may withdraw or cancel their bid at any time prior to the bid opening time by submitting a request in writing to the Purchasing Manager at [purchase@wilmette.com](mailto:purchase@wilmette.com) or by mail at 1200 Wilmette Ave, Wilmette, IL 60091. Mailed requests to withdraw a bid arriving after the specified time will not be accepted regardless of post-marked time on the envelope. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Bidder shall not withdraw or cancel its bid after having been notified by the Purchasing Manager that said bid has been accepted by the Village Board.

**Qualifications of Bidders**

Bidder's references must represent that the bidder has the following minimum experience:

- a. Three years' experience as a continuously operating entity engaged in the performance of similar work; and,
- b. Completed tree planting contracts of a similar nature and complexity within the past five (5) years with a contract dollar amount of at least \$10,000 each for a minimum of three (3) different public agencies, municipalities, and/or separate commercial owners.

### **Consideration of Bids**

The work shall be awarded to the responsible Bidder(s) who submits the responsive bid that is most advantageous to the Village.

The Village reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all, reject any and all bids, and may order a re-advertisement for new bids or whatever is in the best interest of the Village.

Failure on the part of the successful Bidder(s) to execute a contract within thirty (30) calendar days of its receipt or to provide an acceptable performance bond shall be considered just cause to withdraw the award. In such case the bid security shall be forfeited as liquidated damages and not as a penalty.

If the bid does not meet the entire Village specifications but does substantially meet the requirements, the bidder should indicate, in writing on the Bid Exception Sheet, all deviations from the specifications. The specifications included in this RFB are to be considered as minimum.

### **Disqualification of Bids**

The following will be cause for disqualification of bid:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to submit bid security or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- e. Rights of the Village limited under any contract clause;
- f. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- g. Bidder fails to submit required information, literature, or affidavits with bid;
- h. Late bids;
- i. Failure of any authorized person to sign any required forms or to sign the bid;
- j. Bidder is prohibited by local, state or federal law from entering into public contracts;
- k. Bidder 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;
- l. Bidder has failed to perform faithfully any previous contract with the Village; and
- m. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

### **Competency of Bidder**

The Bidder, if requested in writing, must present within five (5) business days, evidence satisfactory to the Village of ability and possession of the necessary facilities, equipment, personnel, prior experience, financial resources, and/or certificates of insurance.

**INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS  
TREE PLANTING**

**BIDDER INFORMATION**

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

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

**City, State, Zip** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone / Email:** \_\_\_\_\_

The following Bid Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable, and included in the bid per the Submission of Bids instructions on page 04.

**BID SUBMISSION FORMS, in this order**

<input type="checkbox"/> ..... This Instructions Page
<input type="checkbox"/> ..... Base Bid Sheets
<input type="checkbox"/> ..... Additional Available Tree Species Sheet
<input type="checkbox"/> ..... Transplanting
<input type="checkbox"/> ..... Village Specifications
<input type="checkbox"/> ..... Equipment Sheet
<input type="checkbox"/> ..... Reference Form
<input type="checkbox"/> ..... Current Village of Wilmette Contracts Sheet
<input type="checkbox"/> ..... Bid Exception Sheet
<input type="checkbox"/> ..... Bid Affirmation and Certification (signed)
<input type="checkbox"/> ..... Certification of Compliance (signed)
<input type="checkbox"/> ..... W-9

**SUCCESSFUL Bidder ONLY**

The **successful** Bidder will be required to provide a performance bond and payment bond and execute the Contract included in Appendix One and Two to this RFB. These documents **SHOULD NOT** be completed at the time of bid submission.

## BASE BID SHEETS

The Village of Wilmette is seeking bids to provide Tree Planting on Public Right-of-Ways of approximately 200 to 250 trees per year for fiscal 2019 and 2020. Tree Planting includes the supply, delivery, transport, hole excavation, planting, backfilling, mulching, watering of each tree species and one-year warranty as depicted within the document. Tree species are to be propagated exclusively by the successful bidder

All trees will be planted in the public right-of-way, with most located in a traditional parkway setting and accessible from Village streets (i.e. curb lines). A minority of trees will be planted in park-like settings requiring transport by cart. Other locations include tree pits in the Village's downtown and other business district areas.

Bid amounts shall include all applicable charges that shall be incurred during the specified period of the contract. Contracts will be awarded to the lowest responsible Bidder/s whose bid meets the specifications stated herein. Bids are all inclusive and there shall be no additional charges during the term of the contract. Bids shall be based on a per-unit basis which includes supply, delivery and transport, hole excavation, planting of tagged trees, backfilling, mulching, watering and one-year warranty as specified in the detailed specifications.

Bidders may submit bids for one species and one diameter class, multiple species and multiple diameter classes or all species and all diameter classes. There is no penalty for not bidding every species nor is preference given for bidding on every species. Contracts may be awarded to one or more bidders.

\_\_\_\_\_ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined on the following pages in accordance with the provisions, instructions and specifications of the Village for the prices per tree included herein:

Species Name	Common Name	Spring Only? (Y/N)	1.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.00" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)
<i>Acer campestre</i>	Maple, Hedge		\$			\$			\$		
<i>Acer miyabei ssp 'State Street'</i>	Maple, Miyabei		\$			\$			\$		
<i>Acer saccharum</i>	Maple, Sugar		\$			\$			\$		
<i>Aesculus flava</i>	Buckeye, Yellow		\$			\$			\$		
<i>Aesculus glabra</i>	Buckeye, Ohio		\$			\$			\$		
<i>Aesculus glabra ssp 'J.N. Select'</i>	Buckeye, 'Early Glow'		\$			\$			\$		
<i>Aesculus hippocastanum bioti</i>	Horsechestnut, Ruby Red		\$			\$			\$		
<i>Aesculus pavia</i>	Buckeye, Red		\$			\$			\$		
<i>Amelanchier arborea</i>	Serviceberry, Downy		\$			\$			\$		
<i>Amelanchier arborea</i>	"Cole Select"		\$			\$			\$		
<i>Amelanchier arborea</i>	"Autumn Brilliance"		\$			\$			\$		
<i>Amelanchier arborea</i>	"Forest Prince"		\$			\$			\$		
<i>Amelanchier laevis</i>	Serviceberry, Allegheny		\$			\$			\$		
<i>Asimina triloba</i>	Paw paw		\$			\$			\$		
<i>Betula alleghaniensis</i>	Birch, Yellow		\$			\$			\$		
<i>Betula nigra</i>	Birch, River		\$			\$			\$		
<i>Carpinus caroliniana</i>	Hornbeam, American		\$			\$			\$		
<i>Carya cordiformis</i>	Hickory, Bitternut		\$			\$			\$		
<i>Carya illinoensis</i>	Pecan		\$			\$			\$		
<i>Carya ovata</i>	Hickory, Shagbark		\$			\$			\$		
<i>Catalpa speciosa</i>	Catalpa, Northern		\$			\$			\$		
<i>Celtis laevigata</i>	Sugar Hackberry		\$			\$			\$		
<i>Celtis occidentalis</i>	Common Hackberry		\$			\$			\$		



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<i>Celtis occidentalis</i>	"Chicagoland"		\$			\$			\$		
<i>Cercidiphyllum japonicum</i>	Katsuratree		\$			\$			\$		
<i>Cercis canadensis</i>	Redbud, Eastern		\$			\$			\$		
<i>Cercis canadensis</i>	tree form		\$			\$			\$		
<i>Cercis canadensis</i>	clump form		\$			\$			\$		
<i>Cladrastis kentuckea</i>	Yellow w ood		\$			\$			\$		
<i>Cornus alternifolia</i>	Dogw ood, Alternateleaf		\$			\$			\$		
<i>Cornus mas</i>	Cornelian Cherry		\$			\$			\$		
<i>Cornus mas</i>	"Golden Glory"		\$			\$			\$		
<i>Cornus rugosa</i>	Dogw ood, Roundleaf		\$			\$			\$		
<i>Corylus colurna</i>	Filbert, Turkish		\$			\$			\$		
<i>Cotinus obovatus</i>	American Smoketree		\$			\$			\$		
<i>Crataegus crus-galli</i> var. <i>inermis</i>	Haw thorn, Thornless Cockspur		\$			\$			\$		
<i>Crataegus virdis</i>	Haw thorn, Green		\$			\$			\$		
<i>Crataegus virdis</i>	"Winter King" trunk form		\$			\$			\$		
<i>Eucommia ulmoides</i>	Hardy rubber-tree		\$			\$			\$		
<i>Fagus grandifolia</i>	Beech, American		\$			\$			\$		
<i>Ginkgo biloba</i>	Ginkgo (Male only)		\$			\$			\$		
<i>Ginkgo biloba</i>	"Princeton Sentry Gold"		\$			\$			\$		
<i>Ginkgo biloba</i>	"Lakeview "		\$			\$			\$		
<i>Ginkgo biloba</i>	"Autumn Gold"		\$			\$			\$		
<i>Gleditsia triacanthos inermis</i>	Honeylocust		\$			\$			\$		
<i>Gleditsia triacanthos inermis</i>	"Skyline"		\$			\$			\$		
<i>Gymnocladus dioicus</i>	Kentucky Coffeetree		\$			\$			\$		
<i>Gymnocladus dioicus</i>	"Espresso"		\$			\$			\$		
<i>Gymnocladus dioicus</i> ssp ' <i>J.C McDaniel</i> '	Prairie Titan coffee tree		\$			\$			\$		
<i>Gymnocladus dioicus</i> ssp ' <i>Stately Manor</i> '	Stately Manor coffee tree		\$			\$			\$		

Species Name	Common Name	Spring Only? (Y/N)	1.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.00" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)
<i>Hamamelis vernalis</i>	Witchhazel, Vernal		\$			\$			\$		
<i>Hamamelis virginiana</i>	Witchhazel, Common		\$			\$			\$		
<i>Halesia carolina</i>	Carolina Silverbell		\$			\$			\$		
<i>Koelreuteria paniculata</i>	Golden Rain Tree		\$			\$			\$		
<i>Larix laricina</i>	Tamarack		\$			\$			\$		
<i>Liquidambar styraciflua</i>	Sw eetgum		\$			\$			\$		
<i>Liquidambar styraciflua</i> ssp 'Moriane'	Moraine sw eet-gum		\$			\$			\$		
<i>Liriodendron tulipifera</i>	Tuliptree		\$			\$			\$		
<i>Liriodendron tulipifera</i> ssp 'Arnold' or 'Fastigiatum'	Upright tulip-tree		\$			\$			\$		
<i>Liriodendron tulipifera</i> ssp 'JFS-Oz'	Emerald City® tulip-tree		\$			\$			\$		
<i>Maackia amurensis</i> ssp 'Summertime'	Summertime Amur maackia		\$			\$			\$		
<i>Maackia amurensis</i>	Amur maackia		\$			\$			\$		
<i>Maclura pomifera</i> ssp 'White Shield'	White Shield osage-orange		\$			\$			\$		
<i>Metasequoia glyptostroboides</i>	Daw n Redw ood		\$			\$			\$		
<i>Nyssa sylvatica</i>	Black Gum; Black Tupelo; Sour Gum		\$			\$			\$		
<i>Nyssa sylvatica</i> ssp 'Wildfire'	Wildfire tupelo		\$			\$			\$		
<i>Nyssa sylvatica</i> ssp 'David Odum'	Afterburner® tupelo		\$			\$			\$		
<i>Ostrya virginiana</i>	American Hophornbeam, Ironw ood		\$			\$			\$		
<i>Oxydendrum arboreum</i>	Sourw ood		\$			\$			\$		
<i>Phellodendron amurense</i>	Cork Tree (Male only)		\$			\$			\$		
<i>Platanus acerifolia</i>	London Plane Tree 'Exclamation'		\$			\$			\$		
<i>Platanus acerifolia</i>	London Plane Tree 'Morton Circle'		\$			\$			\$		
<i>Populus tremuloides</i>	Quaking Aspen		\$			\$			\$		
<i>Prunus americana</i>	Plum, American		\$			\$			\$		

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<i>Prunus virginiana</i>	Cherry, Chokecherry		\$			\$			\$		
<i>Quercus alba</i>	Oak, White		\$			\$			\$		
<i>Quercus bicolor</i>	Oak, Sw amp White		\$			\$			\$		
<i>Quercus coccinea</i>	Oak, Scarlet		\$			\$			\$		
<i>Quercus imbricaria</i>	Oak, Shingle		\$			\$			\$		
<i>Quercus macrocarpa</i>	Oak, Bur		\$			\$			\$		
<i>Quercus macrocarpa</i>	"Urban Pinnacle"		\$			\$			\$		
<i>Quercus muehlenbergii</i>	Oak, Chinkquapin		\$			\$			\$		
<i>Quercus prinus</i>	Oak, Chestnut		\$			\$			\$		
<i>Quercus robur x bicolor ssp 'Long'</i>	"Regal Prince"		\$			\$			\$		
<i>Quercus rubra</i>	Oak, Northern Red		\$			\$			\$		
<i>Quercus velutina</i>	Oak, Black		\$			\$			\$		
<i>Robinia pseudoacacia</i>	Black Locust		\$			\$			\$		
<i>Sassafras albidum</i>	Sassafras		\$			\$			\$		
<i>Syringa reticulata</i>	Lilac, Japanese Tree		\$			\$			\$		
<i>Syringa reticulata ssp 'Ivory Pillar'</i>	Lilac, Japanese Tree		\$			\$			\$		
<i>Syringa reticulata ssp 'Ivory Silk'</i>	Lilac, Japanese Tree		\$			\$			\$		
<i>Taxodium distichum</i>	Bald Cypress		\$			\$			\$		
<i>Taxodium distichum ssp 'Mickelson'</i>	Shaw nee Brave bald-cypress		\$			\$			\$		
<i>Tilia americana</i>	Linden, American		\$			\$			\$		
<i>Tilia americana</i>	"Redmond"		\$			\$			\$		
<i>Tilia americana ssp 'McKSentry'</i>	"American Sentry"		\$			\$			\$		
<i>Tilia tomentosa</i>	Linden, Silver		\$			\$			\$		
<i>Tilia tomentosa</i>	"Sterling"		\$			\$			\$		
<i>Ulmus americana ssp 'Valley Forge'</i>	Elm, Valley Forge		\$			\$			\$		

Species Name	Common Name	Spring Only? (Y/N)	1.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.00" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)
<i>Ulmus americana</i> ssp 'New Harmony'	Elm, New Harmony		\$			\$			\$		
<i>Ulmus japonica</i> x <i>wilsoniana</i>	"Accolade" Morton		\$			\$			\$		
<i>Ulmus japonica</i> x <i>wilsoniana</i>	"Triumph" <i>Ulmus</i> 'Morton Glossy'		\$			\$			\$		
<i>Ulmus pumila</i> x <i>hollandica</i> x <i>carpinifolia</i>	"Regal"		\$			\$			\$		
<i>Ulmus pumila</i> x <i>carpinifolia</i>	'Commendation'		\$			\$			\$		
<i>Ulmus</i> x <i>carpinifolia</i> x <i>parvifolia</i>	"Frontier"		\$			\$			\$		
<i>Viburnum prunifolium</i>	Viburnum, Blackhaw		\$			\$			\$		
<i>Zelkova serrata</i>	Japanese Zelkova		\$			\$			\$		

End Base Bid Sheets.

### ADDITIONAL AVAILABLE TREE SPECIES SHEET

\_\_\_\_\_ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

Species Name	Common Name	Spring Only? (Y/N)	1.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.00" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)	2.50" Caliper	Projected Availability 2019 (Qty.)	Projected Availability 2020 (Qty.)
			\$			\$			\$		
			\$			\$			\$		
			\$			\$			\$		
			\$			\$			\$		
			\$			\$			\$		
			\$			\$			\$		

### TRANSPLANTING

The Contractor shall provide a unit price, per occurrence, and per tree diameter size (i.e. 1.50, 2.00 and 2.50-inch size) for transplanting of newly planted trees. The unit price shall be all inclusive of labor, equipment, material and transportation costs. Scope of work shall be in accordance with ANSI A300 standards (part six) for transplanting trees and include excavation, lift and removal of tree from existing planting location, loading onto truck or trailer, transport to new location, unload off truck or trailer, and tree planting per specification (i.e. hole excavation, tree planting, backfilling, mulching and watering). New planted trees are those defined as being planted in the current or previous planting season. Occasionally, a newly planted tree will need to be relocated from its planted location to another location. If the Village Forester requests these services from the Contractor, the unit rates on a per occurrence basis herein shall apply. This work shall occur during the spring or fall planting seasons and the work may or may not integrate with Contractor's Tree Planting normal schedule for the Village. However, preference is to integrate with the normal scheduled operations and the Village Foresters will provide advance notice to the Contractor to facilitate scheduling of work. Additionally, the Village Foresters will provide open sites, suitable for transplant, to the Contractor for scheduling J.U.L.I.E. locates. These sites will be included on the master list, sent to the Contractor before Tree Planting is scheduled for the spring or fall season.

\_\_\_\_\_ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

Diameter Size	All-inclusive cost to transplant
1.50 inch	\$ _____
2.00 inch	\$ _____
2.50 inch	\$ _____

## VILLAGE SPECIFICATIONS

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Contract.

### Tagging and Ordering

The Village will order, reserve and secure trees (or tag) individually and directly from the Contractor. The Village Foresters will schedule an appointment with the Contractor at a mutually agreed upon date and time to tag trees onsite at the nursery. Selected, approved trees will have a Village seal affixed. As such, the following will apply:

1. For spring plantings, trees will be tagged and ordered prior to March 30th, and trees must be planted prior to May 30th. The Contractor is not obligated to plant any variety of tree which the Contractor has indicated for "fall planting only" on the bid form.
2. For fall plantings, trees will be tagged and ordered prior to August 15th, and trees must be planted prior to December 10th, except for any variety of tree which the Contractor has indicated for "spring planting only" on the bid form.

### Delivery

Trees ordered for spring planting will be delivered and planted prior to May 30th of each year (2019 and 2020). Trees ordered for fall planting will be delivered and planted prior to December 10th of each year (2019 and 2020).

### Condition of Trees

Any tree furnished under this contract will be subject to the following conditions and in compliance with ANSI Z60 Nursery Stock Standards:

1. The trunk of the tree shall be straight. The tree shall be true to the scientific name and devoid of all insects, mites, diseases, broken branches or any other objectionable characteristics. The tree shall have a crown typical of its species and size.
2. Each tree being furnished will be subject to an examination by a representative of the Village. If the tree is found to be objectionable by the Village's representative, the tree will be removed and replaced at the Contractor's expense.
3. Tree roots shall be balled and wrapped in burlap when delivered to the site. Root balls shall be drum laced with a biodegradable material. Nylon rope or twine shall not be used for drum lacing.
4. **No wire baskets shall be used** unless this requirement is waived by authorized representative of Village.
5. If trees are delivered with trunk wrap affixed, the Contractor shall remove wrap prior to planting.
6. Trees furnished under this contract are to have been grown in a nursery located within 100 miles of the Village. An authorized representative of the Village will be permitted to inspect the trees in the nursery for shape, size and general condition and to tag the stock prior to the trees

being removed from the ground at the nursery for transportation to the Village, unless this requirement is waived.

## **Planting**

Trees shall be planted in the following manner:

1. The planting hole shall be at least one (1) foot wider on all sides than the diameter of the root ball. Soft fill shall not be added to the bottom of the planting hole since the root ball will settle and result in deep planting. The first order roots shall be located before planting. The top portion of the first order roots shall be planted even with or slightly higher than the existing soil grade (1-2 inches). The exact planting height will be determined by the Village. Planting holes shall not be left unattended by the Contractor.
2. If wire baskets are approved for use by the Village, the top 1/3 of the wire basket shall be cut and discarded at planting. Likewise, all burlap and rope shall be removed from the top 1/3 of the root ball prior to commencing backfilling.
3. The Contractor shall backfill with the excavated soil from the planting hole. Backfill soil shall not be amended and instead be used in its existing condition. No more than one (1) inch of backfill shall be placed on top of the root ball at planting.
4. The Contractor shall mulch newly-planted trees with a layer of natural, double ground mulch having a thickness no less than two (2) inches and no greater than four (4) inches. Mulch shall not be piled up against the base of the tree trunk, at minimal, four (4) inches away from base of trunk.
5. Trees shall be watered during planting to help insure survival and eliminate air pockets. No less than ten (10) gallons of water shall be applied for each tree. Timing of watering application to coincide with tree planting installation.
6. Excess soil and debris shall be removed and each work site location shall be free of any debris generated from the planting process. The Contractor will be responsible for hauling and disposal of excess debris generated from the planting process.
7. The Contractor shall complete all scheduled plantings, following all specifications, with minimal supervision by the Village. The Contractor's planting crew shall be comprised of experienced planters with at least one full season (spring and fall) of planting experience.
8. The Contractor shall organize and spatially route (i.e. utilize online mapping software) all planting sites before commencing planting activities each day. The planting route shall be provided to the Village at least one week prior to the scheduled planting.



**Warranty**

The Contractor shall warranty each tree for one full year (12-months) after planting date. If the Village determines that a tree planted under this contract must be replaced, the Contractor will replace the tree at their cost, which will include the new tree, labor and materials necessary to plant the new tree, and the cost of removal and legal disposal of the tree being replaced. The replacement tree shall likewise be under warranty by the Contractor for one full year after it has been planted.

The Village, before the one-year warranty period ends, field inspect each tree planted under the contract and will require replacement of any tree which is dead or deemed to be in marginal condition for survival. At the end of the one-year warranty period, if a tree is marginal, and at the discretion of the Village, the Contractor may choose to leave the marginal tree and extend the warranty for an additional year. Such form of warranty shall be documented and carried on until each designated site has had a tree exist in a healthy condition for one full year after planting date.

## EQUIPMENT SHEET

Please provide a list of the equipment to be utilized for this work including, but not limited to the: number of units, make, model, average years of service and owned or rented. Attach additional pages if needed.

Equipment Description	Make & Model	Avg. Years of Service	# Owned / Rented
Large (dump) Truck –Heavy Duty			____ Owned ____ Rented
Large (dump) Truck – Medium Duty			____ Owned ____ Rented
Pick-Up Trucks			____ Owned ____ Rented
Trailer(s)			____ Owned ____ Rented
Water Tank Insert and/or Trailer			____ Owned ____ Rented
Other, _____			____ Owned ____ Rented

**Comments:**

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In addition, include a description of your company’s preventative maintenance program by type of equipment and contingency plans for unexpected equipment downtime. Attach additional pages if needed.

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**NOTE: OVERNIGHT EQUIPMENT PARKING IS NOT AVAILABLE IN THE VILLAGE OR AT THE PUBLIC WORKS FACILITY.**

### REFERENCE FORM

Each Bidder **must** supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

Company Name ..... : \_\_\_\_\_

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

City & State ..... : \_\_\_\_\_

Telephone Number..... : \_\_\_\_\_

Person to Contact ..... : \_\_\_\_\_

E-Mail Address ..... : \_\_\_\_\_

Company Name ..... : \_\_\_\_\_

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

City & State ..... : \_\_\_\_\_

Telephone Number..... : \_\_\_\_\_

Person to Contact ..... : \_\_\_\_\_

E-Mail Address ..... : \_\_\_\_\_

Company Name ..... : \_\_\_\_\_

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

City & State ..... : \_\_\_\_\_

Telephone Number..... : \_\_\_\_\_

Person to Contact ..... : \_\_\_\_\_

E-Mail Address ..... : \_\_\_\_\_

### CURRENT VILLAGE OF WILMETTE CONTRACTS SHEET

Do you currently hold any Village of Wilmette contracts?

No

Yes

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Please indicate below how your company initially heard about this RFB.

- Email from the Village of Wilmette
- PublicPurchase.com
- DemandStar.com
- Other, \_\_\_\_\_

### BID EXCEPTION SHEET

The Bidder affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Tree Planting specifications included herein. Any and all exceptions to these specifications MUST be clearly and completely indicated below. Attach additional pages if necessary.

EXCEPTIONS TAKEN:  NO  YES (List below)

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**BID AFFIRMATION AND CERTIFICATION**

**IN SUBMITTING THE SUMMARY BID SHEET AND OPTIONAL SERVICES SHEET, BIDDER AFFIRMS THAT IT:**

- 1. Has carefully examined all of the documents included in this RFB, including Addenda Nos. \_\_\_\_\_ (if none, write "NONE") and accepts the terms and conditions therein;
- 3. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
- 4. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this bid is submitted as indicated in the RFB; and,
- 5. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the RFB, if any, and the written resolution thereof by the Village is acceptable to Bidder. The RFB is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

**FURTHER, IN SUBMITTING THIS BID, BIDDER CERTIFIES THAT:**

- 1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other bidder or to any competitor;
- 3. This bid has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
- 4. Has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
- 5. They are familiar with all conditions, instructions, and contract documents governing this bid, including the Bond and Contract terms attached in Exhibits 2 and 3, and that any exceptions to the contract document are included on the Bid Exception Sheet.

SIGNED AND SWORN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

**If Bidder is an Individual:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

d/b/a \_\_\_\_\_

Business address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

**If Bidder is a Partnership:**

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Signature of Partner)

By: \_\_\_\_\_  
(Signature of Partner)

Business address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

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

**If Bidder is a Corporation:**

\_\_\_\_\_  
[Corporate Seal]  
(Corporation Name)

[Corp

By: \_\_\_\_\_  
(Signature of person authorized to sign)

\_\_\_\_\_  
(Print Name and Title)

Attest \_\_\_\_\_  
(Signature of Secretary)

Business address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

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

**If Bidder is a Joint Venture:**

\_\_\_\_\_  
(Name of Joint Venture)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_

Phone #: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_

Phone #: \_\_\_\_\_

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

**Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 2019**

**Notary Public:**



## CERTIFICATION OF COMPLIANCE

### DESCRIPTION: Tree Planting

\_\_\_\_\_, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

#### PLEASE CHECK ALL APPLICABLE BOXES

**BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

**SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

**PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**EQUAL PAY ACT:** Engineers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

**CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

**DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Engineer's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
  - a) the dangers of drug abuse in the workplace;
  - b) the grantee's or Engineer's policy of maintaining drug free workplace;
  - c) any available drug counseling, rehabilitation, and employee assistance program; and

- d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
  - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
  - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
  - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
  - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our 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.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, 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 representation and warrant.

EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; 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 underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 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 Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

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PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

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PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

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**SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

d/b/a \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **APPENDIX ONE**

Performance Bond  
Payment Bond  
Successful Bidder Only

### PERFORMANCE BOND

BE IT KNOWN TO ALL PERSONS that:

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address)

hereinafter referred to as "Principal" and,

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois, 60091, (hereinafter referred to as "Owner") in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Principal and Surety agree to bind themselves, successors, executors, administrators and assigns, jointly and severally, for the full and faithful performance of **Contract No. 19004** dated the \_\_\_ day of \_\_\_\_\_ 2019, (hereinafter referred to as the "Contract")(a copy of which is attached and incorporated by reference as though fully set forth herein) for the **TREE PLANTING** ("Work") in accordance with the Contract Documents.

NOW, THEREFORE, if the Principal shall well, truly, fully and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, including its agreement to guaranty and maintain said Work for a one (1) year period following final payment to such Principal, and if Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then the amount of this Bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or to the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original and this the \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

\_\_\_\_\_ (Principal)

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (Surety)

By: \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.



**PAYMENT BOND**

BE IT KNOWN TO ALL PERSONS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address)

hereinafter referred to as "Principal" and,

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois, 60091, (hereinafter referred to as "Owner") in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, Principal entered into **Contract No. 19004** with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made a part hereof for the **TREE PLANTING** ("Work").

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms, subcontractors, corporations and others furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract or the Contract Documents, and any authorized extension or modification thereof, including, but not limited to, all amounts due for services, inspections, supplies, materials, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed hereunder or the Contract Documents accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

APPROVED this day \_\_\_\_ of \_\_\_\_\_, 2019.

**VILLAGE OF WILLMETTE**

BY: \_\_\_\_\_  
Village President

ATTEST: \_\_\_\_\_  
Village Clerk

WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original on the dates stated herein.

Accepted this day \_\_\_\_ of \_\_\_\_\_, 2019.

\_\_\_\_\_ (Principal)

By: \_\_\_\_\_  
Name/Title

Accepted this day \_\_\_\_ of \_\_\_\_\_, 2019.

\_\_\_\_\_ (Surety)

By: \_\_\_\_\_  
Name/Title

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Illinois.  
representative, engineers, and attorneys, from and against any and all claims, damages, losses,

## APPENDIX TWO

Contract with Successful Bidder Only



**VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091**

**Contract No. 19004**

**For:**

**TREE PLANTING**

**With:**

**Tbdvname**

**Tbdvaddress**

**Tbdvcitystatezip**

**Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Tbdvname. Do not detach any portion of this document. Invalidation could result.**

1. The intent of the Agreement is to supply, delivery, transport, hole excavation, planting, backfilling, mulching and watering of multiple tree species ("Tree Planting") per the Specification shown in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the bid offered by **Tbdvname** ("Contractor") to the Village of Wilmette ("Village").

2. This Addendum is made pursuant to the \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, 2019 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed \$\_\_\_\_\_, including expenses.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.

Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One and Attachment Two.

6. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

7. Title and Risk of Loss. Title to the trees shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

8. Warranties. The Contractor shall warranty each tree in accordance with the terms and conditions in Attachment One and Attachment Two

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Tree Planting as outlined in Attachment One.

10. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

11. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the

requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

12. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Timing of Work. The Contractor shall begin work on or about \_\_\_\_\_ and the contract will expire on \_\_\_\_\_. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

14. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

16. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

17. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

19. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Contractor

Village

with a copy to:

Village of Wilmette

Tbdvname  
 Tbdvaddress  
 Tbdcitystatezip

Director  
 Engineering & Public Works  
 711 Laramie  
 Wilmette, IL 60091

Corporation Counsel  
 1200 Wilmette Ave  
 Wilmette, IL 60091

21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage; and,
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

25. Performance and Payment Bonds. The Contractor will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of the 2019 contract sum. Said Bonds shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Contract.

26. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

27. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

28. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Contractor, Contractor's

employees or Contractor's independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

29. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

30. Use of Village's Name, Employee Name(s) or Images. The Contractor shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

31. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted



to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

33. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

34. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall such consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

35. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of

competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

36. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

37. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

38. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Contract on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Robert T. Bielinski, Village President

Attest: \_\_\_\_\_  
Timothy J. Frenzer, Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

\_\_\_\_\_  
Print Company Name

**An officer duly authorized should sign and attach corporate seal**

**ATTACHMENT ONE**  
**CONTRACTOR'S BID DATED mm/dd/yy**

## ATTACHMENT TWO

### GENERAL CONTRACT PROVISIONS

#### **Work Reports**

Contractor shall submit a written or verbal report on each day that work is performed to the Village listing completion dates, locations and numbers of parkway trees planted. In order to satisfy this requirement, the Contractor may submit the daily report to the Village via electronic mail or deliver a paper copy of the report to the Village's Public Works Yard, 711 Laramie Avenue, within one (1) business days.

#### **Work Crew Supervision**

At any time the Contractor has one or more crews working in the Village, the Contractor will also have a designated manager level or above representative (i.e. emergency contact) in the Village and available by cell phone within thirty (30) minutes. The representative shall call and provide their name and cell phone number to the Engineering and Public Works Department at 847.853.7500 each day a crew is working in the Village.

The representative shall have a complete working knowledge of the specifications of the Tree Planting Work included herein; oversee the work being performed by the Contractor's crews; and meet weekly with a Village employee to inspect and sign-off on the work performed.

In addition, the representative will also have full authority to:

- i. Manage, engage and/or discharge Contractor's employees;
- ii. Promptly supply any necessary equipment, materials or incidentals; and
- iii. Negotiate on the Contractor's behalf and legally commit the Contractor in writing to any changes, additions or deletions to the Tree Planting Work specifications included herein or new Work requested by the Village in writing up to a limit of \$2,500.

#### **Site Clean-up**

The Contractor shall clean up each site where a parkway tree has been planted. This shall include removal and disposal from the site of all debris at the end of each day's operation. No debris may be allowed to remain on the parkway for more than twenty-four (24) hours or over the weekend without prior consent from the Village. The site shall be returned to the same state it existed in prior to commencement of any work. The Contractor will be responsible for any costs associated with repairs that may be needed after completion of contractual tree planting. In the event of snowfall, debris must be immediately cleaned up so it does not interfere with Village snow plowing operations.

#### **Planting Debris Disposal**

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state after planting a tree.

#### **Working Hours and Holidays**

Normal working hours will be between 8:00 AM and 5:00 PM, Monday through Friday; however, when given prior approval by the Village (at least 48 hours prior to commencing work), tree planting operations may also occur on Saturdays between the hours of 9:00 AM and 6:00 PM. No work is to be performed on Sunday or the following holidays: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor

Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Except in an emergency, work at all other times is not permitted unless authorized by the Village.

### **Safety Standards**

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard (ANSI) Z-133.1-2017, and ANSI A300 or as amended.

Proper flagger personnel, warning signs, barricades, and/or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the *Manual of Uniform Traffic Control Devices* and IDOT Standard Specifications. Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the Village.

During tree planting operations, the Contractor shall have the responsibility to block the street at each intersection or appropriate section of the block using proper signage and barricades to prevent any motorized vehicle from entering.

The Contractor shall notify the Village of Wilmette at 847-853-7500 or [pubworks@wilmette.com](mailto:pubworks@wilmette.com), Regional Emergency Dispatch Center (RED) at 847-724-5700 and Wilmette Police Department (non-emergency) at 847-256-1200 for street closure. The RED Center will contact the Wilmette Fire Department.

When planting trees along State (IDOT 847-272-1246) or County (847-827-1164) roadways, the Contractor must obtain a permit from the appropriate authority. Normally, the road cannot be completely blocked off. Upon request, the Village will furnish maps denoting locations of state and county street jurisdictions within the Village limits.

During tree planting operations, sidewalks shall be properly barricaded and closed to the satisfaction of the Village Manager or a representative thereof. More importantly, within school zone areas and other areas where children are present - such as around day camps or day care areas – tree planting shall not take place during normal commuting hours. Tree Planting shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The Village shall provide the Contractor with appropriate information regarding the school areas and times of these activities.

### **Damage and Protection of Public and Private Property**

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. The Contractor shall be responsible for reporting any damage (i.e. public and private property), caused as result of Contractor's work performance under this contract, immediately to the Village. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the Village of any damage that exists prior to commencing work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees, street lights, street signs, shrubs, lawns, curbs, walks, driveways and/or other real or personal property. The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement or sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with screened top soil. To eliminate the possibility of creating ruts, the Contractor shall use three-quarter inch (3/4") thick, or thicker, plywood under the tires of any equipment driven on the parkway. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required removal. Vegetation surrounding a tree planting location shall be disturbed as little as possible.

The Contractor shall resolve any claims for damage with the property owner within twenty (20) business days after damage occurs and provide confirmation of resolved status to Village. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor. In addition, the Village reserves the right to repair or replace any pavement or sidewalk damage caused by the Contractor and deduct those costs from any payment due the Contractor.

### **Protection of Underground Utilities**

Tree Planting operations may have to be conducted in areas where underground electric, gas lines, water service valve boxes and communications facilities exist. The Contractor shall protect all utilities from damage and follow all safety precautions and procedures required when working near such lines. The Contractor shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the Contractor's operation.

Also, there may be private irrigation lines located in the public right-of-way. These installations are typically of plastic or rubber pipe construction and are not located as part of J.U.L.I.E. locates. Village staff will make effort in contacting residents to determine if private irrigation is applicable or not for each planting site and provide advance notice to the Contractor. However, if any private irrigation line is damaged as result of tree planting per specification, it shall be the responsibility of Contractor to make necessary repairs. As such, the Contractor shall keep inventory of repair couplings and sections of pipe material on their truck. The Village shall be notified immediately of any damage and ensuing repairs.

### **Discontinuance of Work**

Any hazardous work practice(s) being conducted as determined by the Village shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice(s). Also, the Contractor shall not continue any work which he considers dangerous and shall immediately notify the Village.

The Village reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the Village and the Contractor to schedule work at specific times in order to alleviate safety concerns.

### **Inspection of Work**

All work shall be completed to the satisfaction of the Village including any questions as to proper procedures or quality of workmanship.

### **Liquidated Damages For Noncompliance With Contract**

The Contractor is responsible to deliver and plant trees within the specified time frames. If the Contractor fails to make good effort to deliver and plant trees within the allocated period, the Village will officially notify him of the default. If the Contractor fails to rectify the situation within three business days, the Village will assess liquidated damages against the Contractor in the amount of \$50 per tree, per business day until the situation is rectified. In addition, the Contractor assumes responsibilities for any damages or losses to the Village or to third parties caused by the failure to deliver and plant trees in the time allocated by the contract. This amount may be deducted from any payments due the Contractor from the Village.

No deduction or payment of liquidated damages will release the Contractor from further obligations and liabilities to complete the entire Contract. Allowing the Contractor to continue and finish the Work, or any part of it, after the expiration of any stated completion date shall not constitute a waiver on the part of the Village of any liquidated damages due under the Contract.

Unless specific permission has been granted to do otherwise by the Village, the Contractor is required to remove all debris from the work sites at the end of each day. Additionally, new trees shall not be left unattended (i.e. dropped off and left on parkway) and unsecured overnight. If the Contractor fails to comply with this requirement, the Village may claim liquidated damages in the amount of \$50 per site for each night the material remains onsite and this may be deducted from any amount due the Contractor from the Village. In addition, the Contractor is liable for any damages or liability to the Village or third parties caused by the failure to properly remove debris from a site promptly.

### **Designated Manager Level or Above Representative**

If the Contractor's designated manager level or above representative does not respond within thirty (30) minutes of receiving notification of an emergency, the Engineering and Public Works Department will use Village personnel to remedy the emergency and deduct costs incurred from the payments under the contract. A minimum deduction of \$50 will be made for each time the Village has to provide an emergency service.

### **Ordinance Governing The Use Of Landscape Equipment Noise**

The Contractor shall work in accordance with the Landscape Equipment Noise Ordinance (Village Code 14-6.6) which permits operation of landscape equipment between the hours of 8:00 AM and 5:00 PM Monday – Friday and 9:00 AM – 5:00 PM Saturday and Sunday. Operating a gasoline-powered lawn or leaf-blower, which shall be deemed to include an electronically operated leaf blower powered by a gasoline-powered portable generator, is prohibited when used:

1. At any time between the dates of May 15<sup>th</sup> through and including September 30<sup>th</sup>;
2. Or more than 30-minutes in any 3-hour period between the dates of October 1<sup>st</sup> through and including May 14<sup>th</sup> of the following calendar year.



END OF DOCUMENT