

CITY OF ST. CHARLES



ST. CHARLES
S I N C E 1 8 3 4

REQUEST FOR PROPOSALS (RFP)

**To Provide
Tree Pruning, Tree Removal &
Stump Removal Services**

**For The
City of St. Charles, Illinois**

2 April 2015



INVITATION TO BID

Tree Trimming, Tree Removal & Stump Removal Services

City of St. Charles

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of St. Charles, Illinois for specifications for **TREE TRIMMING, TREE REMOVAL AND STUMP REMOVAL SERVICES**.

The City of St. Charles is seeking qualified contractors with experience and interest to present their qualifications and capabilities to provide tree trimming, tree removal and stump removal services for the City of St. Charles, Illinois.

Proposal forms and specifications are available for pick-up at the City of St. Charles located at 2 E. Main Street, St. Charles, IL 60174

Proposals are Due and will be accepted until 2:00 P.M. on April 2, 2015 with the following provisions:

1. Submit Four (4) Complete Copies of RFP/ Qualifications
2. RFP/ Qualifications are to be contained in Sealed Envelopes marked with the RFP Title ("Tree Trimming, Tree Removal & Stump Removal Services"), Proposal Due Date and Time.
3. **PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED!**

Proposal shall be submitted to: **City of St. Charles**
2 E. Main Street
St. Charles, Illinois 60174
Attn: AJ Reineking, Public Works Manager

Offers may not be withdrawn for a period of 90 days after proposal due date without the consent of the City of St. Charles.

Any Proposal submitted unsealed or unsigned, received via fax transmissions, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

The City of St. Charles reserves the right to reject any and all proposals or parts thereof, to waive any irregularities or informalities in proposal procedures and to award the contract in a manner best serving the interest of the City.

Proposals will not be opened in a public forum.



REQUEST FOR PROPOSALS

Tree Trimming, Tree Removal & Stump Removal Services City of St. Charles

Services Summary

The City of St. Charles is seeking proposals and statements of qualifications from interested companies for **TREE TRIMMING, TREE REMOVAL AND STUMP REMOVAL SERVICES** in accordance with the specifications attached.

The successful company will provide the above services and in addition provide; customer service support for the City of St. Charles' residents,

A. GENERAL PROCESSING AND SELECTION PROCEDURES

Unless otherwise directed by the City the following general procedures are used in the selection of vendors to provide professional services:

1. The City prepares a project description, criteria for selection and requirements for the specific contract. A proposal package is mailed to interested offerors and notice of the intent to contract for services is established.
2. The City receives written proposals. The proposals should include a resume of the firm, references from past and present clients, similar experience.
3. The City reviews and evaluates the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the City may request a meeting with one or more offerors to clarify and/or expand on the proposal in accordance with the requirements of the proposal, the City may negotiate terms, conditions, and fees with one or more offerors.
4. The City selects the proposal, which, based on the ability to meet the criteria, appears to be the most advantageous selection for the City and subsequently recommends contract award to the City of St. Charles.
5. The following table outlines the anticipated timeline for RFP proposal submission and selection.



Activity	Target Dates	Location
RFP Issued	March 18, 2015	
Mandatory Pre-Proposal Meeting	N/A	
Submission of Proposals	April 2, 2015	City of St. Charles
Interviews by Invitation	April 6, 2015	City of St. Charles
Final selection made	April 13, 2015	City of St. Charles
RFP Awarded (Government Services Comm)	April 27, 2015	City of St. Charles

B. REQUEST FOR PROPOSALS

Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Familiarity with Conditions:

Offerors are advised to become familiar with all conditions, instructions, and specifications governing this proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of this Request for Proposal, and any subsequent contract, shall not be cause to alter the original contract or request additional compensation.

Discussion of Proposals:

All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the City require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The City may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the City shall not disclose any information derived from one proposal to any other offeror. The City reserves the right to request the offeror to provide additional information during this process.

During discussions, the offeror shall be prepared to cover the following topics:

1. The specific services to be provided;
2. Qualifications of the offeror, including work on similar projects, experience of personnel, etc;
3. The working relationship to be established between the City and the offeror, including, but not limited to what each party should expect from the other.



Negotiations:

The City of St. Charles reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the RFP and the offeror's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the City of St. Charles as contractually binding on the successful offeror.

Notice of Unacceptable Proposal:

When the City determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

Confidentiality:

The City shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the City. All data, documentation and innovations developed as a result of these contractual services shall become the property of the City. Based upon the public nature of these RFP's, an offeror must inform the City, in writing, of the exact materials in the offer, which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*; hereinafter, the "Act").

Once a contract is awarded, the Contractor shall maintain full compliance with all provisions of the Act, including, but not limited to, providing any requested records subject to the Act within the deadlines provided by the Act. Failure by the Contractor to maintain compliance with any provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the City to the Contractor that shall be paid immediately by the Contractor upon demand of the same by the City.

C. TERMS AND CONDITIONS

Authority:

This Request for Proposals is issued pursuant to applicable provisions of the City of St. Charles. Responses to this RFP shall be opened in private by City officials to avoid disclosure of contents that may contain confidential or proprietary information to competing Respondents.

Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

By executing the contract, the offeror represents that it has completely informed itself of all conditions under which services are to be performed, the service area(s), and all other relevant matters pertaining to the services as specified herein, including, but not



limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the services covered by the contract.

Reserved Rights:

The City reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. The City may seek clarifications from a Respondent at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those firms it determines shall provide the most advantageous services to the City, and to negotiate with one or more Respondents acceptable to the City.

Incurred Costs:

The City of St. Charles will not be liable in any way for any costs incurred by respondents in replying to this RFP.

Award:

Award shall be made by the City of St. Charles to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of St. Charles reserves the right to accept the Proposal as a whole, or any component thereof, if it appears to be in the best interests of the City.

Final Contract:

An agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the City's legal counsel and shall contain, as a minimum, the applicable provisions of this request for proposal and the proposal itself. The City reserves the right to reject any agreement or contract which does not conform to the request for proposal, the proposal of the firm concerned, or the City's requirements for agreements and contracts.

Evaluation Considerations:

Selection criteria refers to the qualifications that the City would require in order to award a contract for services, or qualifications that the City intends on using to evaluate

Respondents in order to select the most qualified respondent for the project. At a minimum, Respondents must provide all requested information in this request for proposal.

Evaluation Criteria is shown below. The City of St. Charles shall consider the following when judging the ability of offerors to meet the requirements of this Proposal.

1. Compliance with Request for Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals.



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2. Quality of Response
Clearly demonstrated understanding of the work to be performed. Project staff experience and ability to successfully work with the other project team members.
 3. Completeness
Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
 4. Capability
Level of capability demonstrated by the offeror's proposed resources for meeting the requirements of this proposal. A demonstrated ability to complete projects on schedule and within budget.
 5. Competence
Level of competence of the offeror's for managing sensitive construction projects including existing facility remodeling.

Services to be Provided

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

Qualifications of the Company

This refers to the offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability, which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

1. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
2. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and proposed contract fees. (Please note that price is only one factor for consideration of award).

Acceptability of Proposals:

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- A. Acceptable;
- B. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- C. Unacceptable.

Budget:

If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.



Contract Period:

As required in the specifications shown herein.

Taxes:

The City is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

Hold Harmless Clause:

To the fullest extent permitted by law, the Contractor shall be required to defend, indemnify and hold harmless the City, its officials, agents, architects, contractors, consultants, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of the work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of sole legal cause of the City, its agents or employees. The Contractor shall also be required, at its own expense arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall be required, at its own expense, to satisfy and discharge the same.

Contractor shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as provided by contract.

Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or supplier', performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

Contractor shall also agree to indemnify, defend, and hold harmless City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred as the result of the disposal under the contract at any and all facilities used by the Contractor.

Insurance Requirements:

Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix I – Insurance Requirements.

Equal Employment Opportunity:



Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

Responsibility & Default:

The awarded offeror shall be required to assume responsibility for all items listed in this Request for Proposals. The successful offeror shall be considered the sole point of contact for purposes of this contract.

Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such a manner as the City of St. Charles may deem appropriate, and charge the Contractor with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

Tree Trimming & Stump Removal Company Responsibilities:

The selected company will be required to assume responsibility for all services offered in this proposal. The City will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the City of St. Charles.

Interpretation or Correction of Request for Proposals:

Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Requests for interpretation of specifications may be made in writing, and directed to the City. All such requests must be delivered in a timely fashion.

Interpretations, corrections and changes to the Request for Proposals will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

Law Governing:

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois.

Compliance with Laws:

The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the contract.



Termination for Lack of Funding:

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of St. Charles; provided that in the event of such termination, the Contractor shall be paid promptly for all services rendered by the Contractor through the effective date of termination.

Addenda:

Addenda are written instruments issued by the City prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections.

Prior to the receipt of proposals, addenda shall be distributed to all who are known to have received a complete RFP.

After receipt of proposals, addenda shall be distributed only to applicants who submitted proposals, and those offerors shall be permitted to submit new or amended proposals as detailed within the addenda.

Each offeror shall ascertain, prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

Offerors shall acknowledge receipt and understanding of the addenda.

Regulatory Compliance:

Offeror represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

D. PROPOSAL FORMS AND CONTENT

Submission of Proposals:

To be considered, proposals should arrive at the City's Reception Desk, 2 E. Main Street on or before the date and time specified in the Request for Proposals.

Each respondent shall submit the number of proposals as enumerated on the cover page herein, one of which shall be the original.

Proposals may be submitted in a sealed envelope, addressed as follows:

City of St. Charles
2 E. Main Street
St Charles, IL 60174
Attn: AJ Reineking, Public Works Manager



Late proposals will be rejected and returned to the sender.

Form of Proposal:

The proposal form included with this RFP shall be completed in full and signed by an officer, partner or principal with authority to execute contracts.

Items to be submitted:

1. Forms of Proposal: See Attached Proposal Forms. All attached forms must be completed.
2. References and Qualifications:
 - a. Complete the enclosed "References" form. Provide references of organizations to which similar services have been provided. A minimum of three references is required; however, an offeror may list more than three.
 - b. Provide a narrative plan describing your management approach to services of this nature including an organizational chart clearly defining roles and responsibilities of each member of that organizational chart.
 - c. Provide a detailed record of the company safety record for the last 3 years. Detail the organizational commitment to maintaining a company safety program.
 - d. Describe your involvement in services of similar size and scope, providing references where appropriate. Include a minimum of three services of similar dollar value.
 - e. List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.
 - f. Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and other data that will permit the City to determine the capability of the offeror to meet all contractual requirements.
 - g. Provide a narrative detailing the quality assurance procedures that the firm uses to maintain the highest level of quality.
 - h. Identify the names of any entities associated with the Offerors who may pose a potential conflict of interest with any activity of this specific service. Please provide details and reasons for any such conflict. (Offerors are subject to disqualification on the basis of any potential for conflict of interest as determined by the City.)



3. Narrative Response: The Narrative Response shall include:

Work Overview: State your understanding of the proposed services.

Work Plan: Describe in narrative and/or outline form your detailed work plan which indicates your company's methodology for execution of this contract including a summary of the methodology to be used to perform the work specified, and a synopsis and review of other areas or considerations not addressed in the Statement of Work herein, which the Offerors believe to be essential to the effective execution of the project.

Terms and Conditions: List any terms and conditions, which may apply to this contract and are not included in this RFP.

Implementation Schedule: Provide a complete schedule for implementation of the service including all significant milestones.

Additional Information and Comments: Include any other information which may be requested in the "Statement of Work" herein, or which you believe to be pertinent to the City's requirements.



GENERAL REQUIREMENTS

Tree Trimming & Stump Removal Services

City of St. Charles

1. INTENT

The City of St. Charles desires to enter into agreement with a single contractor to provide tree trimming and tree and tree stump removal services. The locations will be throughout the City of St. Charles within the City limits. Contractors will be asked to provide tree trimming and tree and tree stump removal on an as needed basis.

2. SCOPE OF WORK

The Contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles and transportation services required to perform and complete the Tree Trimming, Tree & Stump Removal Services from defined areas within the corporate limits of the City of St. Charles for the duration of the contract. Such services shall be performed within the corporate limits of St. Charles and any territory hereinafter annexed thereto, all in strict accordance with the contract. It is the contractor's responsibility to familiarize himself with the general field conditions of the City prior to providing a proposal on this contract. A view of the general topography throughout the City will give the contractor an insight on the local environment.

Work will generally consist of tree trimming and/or tree and/or tree stump removal in various locations throughout the City of St. Charles. Work locations may include, but not be limited to, parkways (between the sidewalk and curb in front of a residence or public property), parks, streetscape areas and median islands.

The Contractor shall bid on all services/tasks for each Bid Item.

Contractor is responsible for any and all damage to any properties, which are a result of Contractor's actions. Contractor shall repair or replace any and all property damaged due to Contractor's work.

All work shall be performed by experienced personnel directly employed by the Contractor.

The Contractor shall provide management and technical supervision through competent supervisors as required to implement the required contract.



Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

Contractor shall employ a sufficient number of staff to ensure performance of the work described.

3. NOTIFICATION

The Contractor shall notify the property owner or public authorities in the form of an informational letter (provided by the City of St. Charles) at least three days prior to, but not more than two weeks prior to, necessary work for each tree to be trimmed. For those trees in the public rights-of-way, belonging to the City, the Contractor shall likewise notify the adjacent property owner on the same side of the street of the work. Cost for the distribution of the informational letters shall be incidental to the contract and not a separate billable item. Permission for tree removal must be obtained from the property owner and Public Works Manager. Whenever any work cannot be completed, the Contractor shall submit a written report to the property owner and public authority having ownership setting forth the location of the tree to be trimmed/removed and the work deemed necessary by the Contractor.

4. CONTRACT PERIOD

The term of this contract will be for one (1) year with two additional one year options to extend. The City reserves the right to terminate the contract at any time for any reason upon a 30 days written notice. The contract shall commence on the first day of May 2015 and shall remain in full force and effect through midnight on the 30th of April 2016, with the option to extend through April 30th.

5. SCOPE OF SERVICES

The work embraced herein shall be done in accordance with the City of St. Charles, Department of Public Works Standards. Work shall also be done in accordance with the "City of St. Charles Tree Pruning and Removal Specifications" attached as Exhibit A.

6. DESCRIPTION OF WORK

The work herein provided generally consists of tree trimming and tree and tree stump removal throughout the City of St. Charles and disposal of the material generated. Contractor is expected to provide all necessary labor, tools, implements, equipment, material, and supplies to complete the contracted work and to properly dispose of all materials generated in the course of the work. All materials shall be disposed of on City Property as directed by the City Representative.

7. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS



The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulation during the term of this contract. The contractor, in the course of performing the specified work, shall be responsible to report to the City Representative any trees, which appear to be in a hazardous condition or state. Should any portion of the work list be unclear, Contractor shall immediately contact the City Representative for clarification. Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor. Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the City Representative immediately prior to the operations so that steps can be taken to protect the personal property. Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

8. CONTRACTOR QUALIFICATIONS

Contractor(s) eligible to be selected to the pool must be able to meet the following qualifications:

1. Posses any and all valid License(s) required by the City or State.
2. Posses insurance that meets the City's requirements. Please see the attached Exhibit B regarding insurance requirements for this work.
3. Must be able to respond within 2 hours of receiving request for emergency work.
4. Must have fax machine or e-mail capability.
5. For Electric Line Clearance – The Contractor will provide the City with a single point of contact that will act as the Safety Officer for the Contractor. The City will require the Contractor to perform a safety tailgate meeting, per OSHA standards each day, or more frequently should the job conditions change. The City strongly recommends the contractor document each safety tailgate meeting in written form. If written documentation of safety tailgate/job briefing is already part of standard operating procedure, the blank form and two random actual samples should be provided as part of the Contractor's response to this proposal. The City will view this as very favorable.
6. Contractor shall insure that all employees comply with appropriate personal protective equipment (PPE) per OSHA standards.

9. DISPOSAL OF MATERIAL



Contractor shall legally dispose of all waste material generated through tree trimming and tree and tree stump removal operations on City Property as directed by the City Representative. Contractor shall provide a monthly report of the amount in tons of material disposed and where the material was disposed.

10. DOCUMENTATION

Contractor shall maintain a complete record consisting of location(s) where trees were trimmed and/or trees and/or tree trunks were removed, the numbers of the trees, and disposal record. Upon completion of work contractor shall note the date the work was completed.

11. STANDARDS OF PERFORMANCE/ WORKMANSHIP

All other portions of these special provisions notwithstanding, it is intent of these special provisions that, at a minimum, the Contractor adhere by the Tree Trimming, Tree Removal, and Tree Stumping Specifications, attached as Exhibit A and incorporated herein, as designated by the City Arborist. The City Representative, City Arborist, and/or the Public Works Director shall be the sole judge as to the adequacy of the work. It is the intent to call for the highest level of quality in tree services compatible with the International Society of Arboriculture Standards and Practices and modern techniques accepted by the industry. All trimming services shall be performed by a person(s) with at least one (1) year of relevant experience, and directly employed and supervised by the Contractor. Such Contractor shall have at least five (5) years of relevant experience in tree trimming and tree removals similar in size to those for which these Special Provisions apply. Contractor shall have adequate equipment and employ adequate staff to accomplish the work specified. All work shall be performed with the utmost concern for safety of both the workers and the public. Contractor shall submit project references with contact persons and a telephone number where said person may be contacted. Relevant experience shall include, but not be limited to, having performed similar tree services to those required by the City of St Charles. Each employee of the Contractor shall wear a uniform that has been approved by the City Representative, which clearly identifies the Contractor's company and the employee. Such uniform shall be consistent for all workers and shall be worn at all times while the performing work as per this contract document. Said uniform shall be kept in a neat and orderly manner. Any vehicles regularly used by the Contractor or those persons representing the Contractor's company, shall be in proper working order and in a good state of repair, and shall clearly present the Contractor's company name, address, and telephone number of local office. Contractor shall perform work herein provided for under the direction of, and to the satisfaction of, the City Representative. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies as directed by the City Representative at no additional cost to the City. For any work around energized electric conductors, employees shall be required to be qualified and shall possess all needed knowledge with respect to safely working around energized electric conductors.

12. SUBMITTALS AND INSPECTIONS



1. The City Arborist will conduct regular inspections of Contractor's work. Monthly, the City Arborist shall meet with Contractor to evaluate Contractor's services. During such meetings, the Contractor's past billings may be reviewed for compliance with the contract.
2. The City Arborist shall furnish the Contractor, a work schedule showing the proposed locations, dates and times for the work to be performed. Should the Contractor wish to later modify this schedule, a written request must be submitted to and approved by the City Arborist prior to the revised schedule becoming effective.
3. Contractor shall provide the City Arborist the following reports attached to the monthly progress billings:
 - a) Report of any problems encountered and recommendations for resolution of problems outside the contracts scope of services.
 - b) Accounting

13. MEETINGS

Upon award of the contract and before initial start of work, the Contractor shall contact the City Arborist at (630) 377-4405 to schedule a pre-job meeting. Contractor shall meet with the City Arborist at least once a month to review the status of tree service activities.

14. LANE CLOSURES AND TRAFFIC CONTROL

Any contemplated lane closures must have prior approval by the City. Should Contractor desire to close a traveled lane of any roadway to accomplish the work on this contract, such lane closure shall be reviewed and approved by the City before proceeding. All traffic control shall conform to the Work Area Traffic Control handbook and all City Regulations.

15. VEHICLES AND EQUIPMENT

The Contractor shall furnish a complete list of vehicles and equipment to be used in servicing the contract as required by the City. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle or equipment listed as it deems necessary to properly administer specifications of the contract. Upon request of the City, the Contractor shall demonstrate the equipment is suitable for the proposed services. The Contractor shall notify the City if there is any change in the number of vehicles or equipment being used.

All vehicles and equipment shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each working day. No vehicle or equipment shall be operated on St. Charles a street that leaks any fluids from the engine or working mechanism. In the event that any vehicle or equipment is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.



16. TAXES, LICENSES, PERMITS AND CERTIFICATES

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against St. Charles or the Contractor in connection with the Contractor's facilities and the work included in the contract. By law, St. Charles is exempt from paying Federal Excise Tax, State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax and Service Use Tax.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

17. ~~PERFORMANCE BOND INTENTIONALLY DELETED~~

~~Prior to commencement of service hereunder, Contractor shall provide the City with a performance bond or letter of credit in the amount of Three Hundred Thousand dollars (\$300,000.00), which shall be maintained in full force and effect throughout the term of this contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to St. Charles and any such bond or letter of credit shall be subject to approvals as to form and content by the City Attorney.~~

~~The Contractor shall furnish the performance bond or letter of credit in acceptable form simultaneously with the executed contract. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.~~

18. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and Local laws. Notwithstanding that in certain respects the Contractor is required to follow the directions of designated City officials, the Contractor is in no respect an agent, servant or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work is the responsibility of the Contractor, unless otherwise provided in the contract.

19. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Contractor shall ensure that any permitted subcontractor shall include said Equal Employment Opportunity Clause in each of its subcontracts.



Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

20. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City.

21. INSURANCE

Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix I – Insurance Requirements.

22. ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind that involve the general public and/or private or public property in St. Charles, the Contractor shall immediately notify St. Charles. Upon request of St. Charles, the Contractor shall provide such accounting of details and/or copy of written accident reports as St. Charles may require.

23. DAMAGE

The Contractor shall take all necessary precaution for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

24. EMPLOYEES AND CONDUCT

The Contractor shall undertake to perform all tree trimming and stump removal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in



the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crewmembers while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, the, upon formal written request of the City, the Contractor shall remove such employee from work within St. Charles and furnish a suitable and competent replacement employee.

The Contractor's drivers and crewmembers shall be attired at all times in a neat and professional manner. St. Charles has the right to require or define what shall be considered suitable work clothes for collection employees. Contractor shall insure that each employee meets OSHA PPE requirements.

Each crew shall have at least one (1) person who speaks fluent English on each jobsite at all times.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

25. NON-PERFORMANCE OF SERVICE

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall service notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not taken corrective action, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by the City to correct such default. Notwithstanding or foregoing, the City shall further reserve the right to terminate this contract.

26. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officials, agents, architects, contractors, consultants, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents, architects, contractors, consultants and employees, arising in



whole or in part or in consequence of the performance of the work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its officials, agents or employees. The Contractor shall also be required, at its own expense, to appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents, architects, contractors, consultants and employees, in any such action, the Contractor shall be required, at its own expense, to satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond, letter of credit or insurance policies required by the contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as provided by contract.

Contractor shall also be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall

be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

27. SERVICE LOCATIONS AND POINTS OF CONTACT

The Contractor shall establish and maintain an office through which it may be contacted directly, where City personnel may telephone or send inquires and complaints, and where the City personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 7:30 a.m. to 4:30 p.m. Monday through Friday, except during holidays or as otherwise directed by the City. The telephone service shall be a local exchange or a toll-free exchange. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of City personnel.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service St. Charles. The City reserves the right to visit and inspect such facilities with reasonable notice. The contractor shall also notify the City of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with City personnel to resolve problems.

28. NOTIFICATIONS



Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of St. Charles
Two East Main Street
St. Charles, Illinois 60174
Attn: AJ Reineking, Public Works Manager

Cc: City of St. Charles
Two East Main Street
St. Charles, Illinois 60174
Assistant Director of Public Works - Operations

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

29. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

30. CHANGE IN SERVICE; AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

31. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.



32. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be St. Charles, Illinois. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

33. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

34. PREVAILING WAGE

This work will not be done in association with any public works project. All pruning work included in this contract shall be for maintenance purposes. Any removals shall only be performed on diseased or irreparably damaged trees, or trees that constitute a hazard. As such, this contract is not subject to prevailing wage laws.

<http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



BID CERTIFICATION

TO: City of St Charles
2 E. Main St.
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____

AUTHORIZED NEGOTIATORS:

Name: _____ Phone #: _____
Name: _____ Phone #: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

In submitting this proposal, it is understood that the City of St Charles reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal.

In addition to this document, Offerors shall furnish, with the proposal, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.
_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on attached sheet.
_____ Corporation: State of Incorporation: _____

Please provide your Federal Employer Identification Number (F.E.I.N.):

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



Seal (affix seal below if applicable)

(List Name of Officers)

President	_____
Vice-President	_____
Secretary	_____
Treasurer	_____

Attest:

_____ **Signature of Secretary**



DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.



CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposal.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.
3. That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.

Authorized Signature

Type or Print Name

Title

SEAL

Instructions: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



CITY OF ST CHARLES, ILLINOIS
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



CITY OF ST CHARLES, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn,
deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)
of _____.
(Consultant)

The party making the foregoing proposal or bid, certifies that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid



REFERENCES

CITY OF ST CHARLES

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



COMPLIANCE STATEMENT

Complete this form and submit it with Form of Proposal.

Offeror's Name: _____ Signature: _____

TO: City of St Charles
2 E. Main St.
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, for the City of St Charles in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



**CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS
COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____(bidder) not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Name of Bidder

By: _____

State of _____

ss

County of _____

Subscribed and sworn to before me
this _____ day
of _____

Notary Public

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11 (b).

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane

and DuPage Counties, Illinois, that _____ (bidder)

shall comply with all local, state and federal safety standards.

Name of Bidder

By: _____

State of _____

SS

County of _____

Subscribed and sworn to before me
this _____ day
of _____

Notary Public

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles,
Kane

and DuPage Counties, Illinois, that _____ (bidder)

complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act
87-1257

in relation to employment and human rights.

Name of Bidder

By: _____

State of _____

ss

County of _____

Subscribed and sworn to before me
this _____ day
of _____

Notary Public



Appendix I - Insurance Requirements

City of St. Charles Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
- (b) General Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 3) Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella or excess liability coverage of \$5,000,000.
- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of



Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

- (f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation.



BASE PROPOSAL/ FEE SCHEDULE

Proposers will be required to submit proposals for grid and district tree pruning based on an hourly rate per classification basis. Chainsaws, ladders, ropes, and other small tools and equipment shall be considered standard for all crews and will not be separately billable.

Foreman

Bucket Truck

Pickup Truck

Climber

**Chipper Truck &
Chipper**

Stump Grinder

Groundman

It is understood that the Contractor will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, implements, equipment, materials, and supplies to complete the contracted work. Disposal of all green waste and any other material generated from this work shall be disposed at the contractor's expense.

Foreman		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$

Climber		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$

Groundman/Laborer		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$

Bucket Truck		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$

Chipper Truck & Chipper		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$



Pickup Truck		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$

Stump Grinder		
Hourly Rate 2015/2016	Hourly Rate 2016/2017	Hourly Rate 2017/2018
\$	\$	\$

Contractor shall provide additional rate table, or multipliers for overtime emergency work.

Contractor to provide any additional hourly labor rates, if needed, for employees qualified to trim around energized electric.

Contractor to provide any additional hourly equipment rates, if needed, for equipment used in their operations not listed in a table above.



“EXHIBIT A”

City of St. Charles Tree Pruning and Removal Specifications

TREE PRUNING

All tree pruning in the City of St. Charles shall be done according to *ANSI A300 American National Standard for Tree Care Operations, Part 1 - Tree, Shrub, and Other Woody Plant Maintenance - Standard Practices (Pruning)*, *ANSI Z133.1 2000 American National Standard for Arboricultural Operations - Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements*, and the International Society of Arboriculture (ISA) *Best Management Practices: Tree Pruning*, unless specified below. The contractor shall provide all materials and labor needed to prune, repair, maintain, or remove the tree(s) indicated by the City Arborist or designated representative.

The City is seeking a qualified contractor to perform the following types of pruning activities:

1. Complete Tree Pruning

All trees shall be completely pruned, which is defined as having crown cleaning, crown thinning, crown raising, mistletoe removal and additional requirements as indicated below, unless otherwise indicated by the City Arborist or designated representative. Pruning cuts shall apply to all branches one (1) inch in diameter and greater unless otherwise indicated below. Other pruning operations such as crown reductions, crown restorations, utility pruning and specialized pruning shall be discussed and bid separately with the City Arborist or designated representative unless otherwise indicated below.

Crown Cleaning is the removal of dead, dying, diseased, broken, crowded, crossing, weakly attached, low-vigor branches, water sprouts from the trees crown, and suckers from the base. All dead wood one (1) inch in diameter and greater shall be removed. All water sprouts and suckers shall be removed.

Crown Thinning is the selective removal of unwanted live branches and limbs in order to provide more light and air penetration through the tree and/or lighten the weight of the remaining branches. Thinning cuts shall be made at all times unless otherwise indicated by the City Arborist or designated representative. When thinning mature tree never remove more than one fourth (1/4) of the live



foliage unless otherwise indicated by the City Arborist or designated representative.

Crown Raising is the removal of lower branches in order to provide clearance for buildings, vehicles, pedestrians and vistas. Branches shall be removed as necessary to provide a minimum of fourteen (14) feet clearance over the street and a minimum of ten (10) feet over the sidewalk, unless otherwise indicated by the City Arborist or designated representative. This includes removal of all suckers and basal sprouts.

Additional Requirements include and shall be included with all procedures listed above:

- Removal of branches extending over houses and other buildings or major branches within five feet of structures unless otherwise indicated by the City Arborist or designated representative.
- Removal of branches that touch television utility lines. If a branch(s) that is to be trimmed comes in contact with an energized power line, then the power company shall be notified and power source turned off prior to trimming.

2. Canopy Raising

Canopy Raising shall consist of only the Crown Raising and Additional Requirements as specified above.

3. Electrical Line Clearing

Electric Line Clearing work will be conducted at the direction of the Electric Services Manager. All trimming conducted for the purpose of electric line clearing shall be done to obtain the minimum clearance possible to safeguard the integrity of the City's power lines, telephone and cable lines, as well as the public health, safety and welfare. All tree trimming shall be done on a five-year cycle with due consideration of current and future tree health and symmetry, but such considerations are secondary to the need to safeguard public health, safety, and welfare. Trimming will be done in accordance with the Pruning Standards for Shade Trees, as set forth by the National Arborists Association and Morton Arboretum, and in a manner satisfactory to the City and City Arborist.

The Contractor shall secure all information as to the nature of the electrical circuits involved in every case prior to starting work. It is understood that all electrical circuits of the City shall continue in normal operation during this work and may be energized up to voltages of 12,500 volts. The Contractor is solely responsible for providing and using all necessary protective equipment for the



safety of his employees and to guard against interference with the normal operation of the City's power lines, telephone and cable facilities.

All Electric Line Clearing work completed shall be invoiced separately from all other pruning or tree/stump removals.

TREE REMOVALS and STUMP REMOVALS

Removals with Stumping shall be indicated by the City Arborist or designated representative. All above ground parts of the tree shall be removed. Stumps shall be ground as indicated below within one (1) week of each removal. A forty-eight (48) hour notice in the form of a flyer or door hanger shall be left by the contractor before all removals and stumping. The contractor shall not invoice for tree removals until the stump is also removed and parkway restored.

Stump Removal Requirements shall be as follows:

- The contractor shall have all stump locations surveyed for underground utilities (JULIE) prior to stump grinding.
- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump and the roots are separated by at least eighteen (18) inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at ground level, whichever is greater.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
- Ground wood chips from the stump removal shall be used with imported loamy soil (free of woodchips and debris) to backfill the hole. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

All debris is to be completely removed and cleared from the site prior to moving to the next location.



ADDITIONAL ITEMS

Site Cleanup shall be completed immediately after each tree, section of trees or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves, wood dust or any other plant materials or any other materials generated during the job shall be removed from the work area before leaving. If this is not possible then barricades or cones or caution tape must be used until the site is clean as determined by the Public Services Manager or designated representative.

Emergency Response for all tree related situations. The contractor shall provide a standard maintenance crew of three (3) people, one (1) chipper truck, and one (1) aerial tower truck. One (1) crane truck with one (1) operator shall also be available upon request. This crew shall be able to respond within two hours of notification. In the event of multiple emergencies, a second and third crew shall be available when requested by the Public Services Manager or designated representative.

Traffic Control and Protection shall be employed by the contractor in accordance with applicable portions of the "Standard Specifications for Road and Bridge Construction" in Illinois, the "Manual for Uniform Traffic Control Devices", the "Highway Standards" of the Illinois Department of Transportation, and as provided herein. In general, all roads shall be kept open to traffic with employment of appropriate signage and flagmen for on-way traffic. It is the responsibility of the contractor to maintain protection until work is completed and to visually inspect the protection regularly to verify its conformance with State Standards.

Any road closures shall be approved by the Director of Public Works or designee prior to said closure being made by the Contractor.

To protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flagmen, as required, shall be provided and maintained by the Contractor during the progress of work on the City's urban forest, and until such time as it is safe for traffic to use the street and pedestrians to use the sidewalks.

Utilities – The Contractor shall be solely responsible for the location and protection of all existing utilities within the scope of this project. Any damage thereto due to tree trimming operations, and/or resultant repairs, shall remain the responsibility of the Contractor.

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and /or suspend operations. In this event, no additional compensation will be allowed.