

**VILLAGE OF MATTESON, ILLINOIS**

**THE POINT SUBDIVISION TREE PLANTING**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Matteson unless otherwise specified in writing.

**1. INVITATION TO BID**

The Village intends to enter into a contract with a qualified and responsible firm for the provision of the product or service identified on the Invitation to Bid, and accordingly is furnishing a set of specifications by which such a bid shall be evaluated. That set of specifications and all accompanying documents is also referred to as a "Bid Package."

**2. BID DOCUMENTS**

Any person or firm desiring to submit a bid for the product or service described in the identified bid package shall submit bids following the applicable instructions and format of the documents of the bid package as provided or stated therein.

**3. BID PACKAGE**

A typical bid package consists of a) an Invitation to Bid, b) Instructions to Bidders, c) Bid Form, d) Bid Certification Form, and e) Specifications. The Specifications may consist of documents and drawings, which will be identified. However, each prospective Bidder is hereby instructed to ensure that it has a reasonable opportunity to submit a complete bid. The Village hereby issues a disclaimer that this clause is any substitute for the careful reading of and response to all documents by the bidder.

**4. INVESTIGATION BY PROSPECTIVE BIDDERS**

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. Bidders are expected to fully inform themselves as to the requirements for the provision of the specified goods or services before submitting bids. Failure to do so is at the Bidder's own risk. No plea of error or plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The submission of a bid means that the Bidder has familiarized itself with all conditions,

requirements, and specifications, and intends to comply with them (unless specifically noted otherwise in writing) without exception.

**5. PROPER COMPLETION OF BID DOCUMENTS**

Bid documents must be signed by an officer or employee of the bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the Corporate Secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink.

**6. BID DELIVERY PROCEDURES**

Sealed bids shall be delivered to the Office of the Village Clerk, Village of Matteson, 4900 Village Commons, Matteson, Illinois 60443, by no later than the date and time indicated on the Invitation to Bid. Sealed envelopes should be clearly labeled with the product or service title listed on the Invitation to Bid, and includes the following information: bidder's name and address. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Village Clerk at the location stated in this paragraph.

Separate bids for multi-part purchases or projects shall be submitted, each clearly labeled as provided above.

Only one (1) bid need be submitted, which must be an original, unless the specifications require additional photocopies thereof.

Bids received prior to the specified time of opening will be securely kept, unopened. The Village Clerk or his/her designee, whose duty it is to open them, will announce when the specified time has arrived, and no bid received thereafter shall be considered. No responsibility shall be attached to the Village Clerk, his/her designee, or the Village, for the premature opening or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

Bids arriving after the specified time of opening, whether sent by mail, courier, or in person, may not be accepted. These proposals may either be refused or will be returned unopened. It is the bidders' responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified time of opening may not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted bids are prohibited, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine, except for any addenda issued as more specifically provided in this document and, if applicable, in the Specifications.

**7. LATE BIDS**

Bids received after specified opening time will not be considered and will be returned unopened.

**8. WITHDRAWALS AND DECLINATIONS**

A written request for the withdrawal of a bid may be granted if the request is received by the Village Clerk or his/her designee prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel its bid for a period of ninety (90) calendar days, and such bid will be binding during that time. Prospective bidders that decline to submit a bid are requested to so notify the Village in writing, and to indicate if they would like their name to be kept on a future bidding list. However, this is not mandatory.

**9. NON-ACCEPTANCE OF BIDS**

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to satisfactorily perform any previous contract with the Village.

**10. ADJUSTMENTS TO THE CONTRACT**

The Village of Matteson reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

**11. CHANGES IN CONTRACT DOCUMENTS**

Changes or corrections may be made by the Village in contract documents after they have been issued by the Village. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four (4) days prior to date established for receipt of bids.

## **12. BID OPENING PROCEDURES**

The opening of all bids shall commence immediately after the stated delivery date and time deadline in the Invitation to Bid, in the Village Hall Meeting Room, Village of Matteson, 4900 Village Commons, Matteson, Illinois 60443 and all prices shall be publicly read or posted. The opening and reading of all bids shall, however, be subject to the Village's rules regarding bid bonds and any other applicable regulations, as well as the requirements of this document. All prospective bidders and the public may attend the bid opening.

## **13. BID REVIEW PROCEDURES**

After bid opening is completed, the Village will then take all bids under review. The Village will generally endeavor to complete its evaluation of bids and render a decision within thirty (30) days after the opening of bids. The Village may need to extend the decision deadline if the complexity of a project or product purchase warrants an extension. The Village will so inform the Bidders.

## **14. COMPETENCY OF BIDDERS**

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

## **15. PRE-BID MEETINGS**

If a pre-bid meeting will occur, the parameters under which it will be held will be listed in the Specifications.

## **16. QUESTIONS AND ADDENDA**

If upon review of the bid package, a prospective bidder has any questions; such questions must be put in writing and shall be directed to the staff person identified in the Specifications. The written questions, along with the Village's responses, shall be circulated to all known prospective bidders without identifying the party submitting the questions. The date and time cut-off for receipt of additional questions shall be as listed in the Specifications

in order to adequately facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be faxed to all known prospective bidders by the date and time listed in the Specifications.

The same procedure applies if a pre-bid meeting occurs that is not mandatory. If a pre-bid meeting occurs that is mandatory, no addendum will be issued specifically from that forum.

Receipt of any addenda must be acknowledged in writing as part of the bid on the Bid Form. Prospective bidders shall be responsible for ensuring that they have received any and all addenda. The Village shall not assume responsibility for the receipt by a prospective bidder of any addenda.

## **17. STATE OF ILLINOIS REQUIREMENTS**

The State of Illinois governs certain aspects of bidding as follows:

- a. **Interference with Public Contracting.** Illinois State Statutes 720 ILCS 5/33E state that it is unlawful to participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statutes require that a certification be submitted by a bidder specifically attesting to the provisions of Subsections 33E-3 and 33E-4.
- b. **Tax Delinquency.** Illinois State Statutes 65 ILCS 5/11-42-1 state that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the State of Illinois Department of Revenue unless the individual or entity is contesting the amount and/or liability in accordance with the procedures established by the appropriate revenue act. The statutes require that a certification be submitted by a bidder attesting to Section 11.42.1-1.
- c. **Sexual Harassment.** Illinois State Statutes 775 ILCS 5/2-105 requires that any party to a public contract must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the bidder must have one in order to receive a contract.

All prospective bidders are obligated to be aware of these requirements prior to deciding as to whether or not they will submit a bid.

For the convenience of bidders, a certification statement consolidating all of the above requirements has been prepared. The enclosed Certification Form must therefore be signed

and submitted in order for a bid to be considered. NOTE: **IT IS NECESSARY THAT THIS BE DONE UNDER OATH. THEREFORE THIS FORM MUST BE NOTARIZED.**

In addition, all other Federal and State Laws shall be observed where applicable, including but not limited to:

Prevailing Wage Act [820 ILCS 130/0.01 et seq.]

Illinois Human Rights Act [775 ILCS 5/1-101 et seq.]

Public Works Employment Discrimination Act [775 ILCS 10/0.01 et seq.]

Illinois Blacklist Trade Law [775 ILCS 15/1 et seq.]

Public Works Preference Act [30 ILCS 560/0.01 et, seq.]

## **18. PREVAILING WAGES**

The Village has determined with the advice of counsel that this project does not require prevailing wages per in the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.

## **19. REJECTION; WAIVERS**

The Village of Matteson unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

## **20. ALTERNATES AND SUBSTITUTES**

The Village of Matteson unequivocally reserves the sole right to accept or reject any and all alternates and to judge whether or not any alternate or substitute is of equivalent or better quality. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

## **21. AWARD OF CONTRACT**

- a. Authority of the Village: The Village Board shall have the authority to award contracts.
- b. Lowest Responsible Bidder: A contract for the described product or service shall be awarded to the lowest responsible bidder whose bid will be on an overall basis most advantageous to and in the best interests of the Village of Matteson to accept. In

awarding the contract, in addition to price, the Village Board shall consider, including but not limited to, the following factors:

- i. the ability, capacity, and skill of the bidder to perform the contract and to provide the service or product required;
- ii. whether the bidder can perform the contract or provide the service or product promptly, or within the time specified, without delay or interference;
- iii. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- iv. the quality of the performance of previous contracts, services, or products;
- v. the previous and existing compliance by the bidder with laws and ordinances relating to the contract, service, or product;
- vi. the sufficiency of the financial resources and ability of the bidder to perform the contract, or provide the service or product;
- vii. the quality, availability, and adaptability of the supplies or contractual services that the particular use requires;
- viii. the quality of the service itself, or the quality and durability of the product itself;
- ix. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- x. the number and scope of conditions attached to the bid by the bidder; and
- xi. conformance to specifications.

Any or all of the above factors as well as price will be considered as elements of a responsible bid at the sole discretion of the Village. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation.

## **22. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meets with the Director of Public Works or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among

other items. In the event the any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

### **23. SAMPLES AND DEMONSTRATIONS**

Evidence in and the like may be requested or required. If so, such will be listed in the Specifications. Such samples and demonstrations are to be furnished after the bid opening only upon the request of the Village unless otherwise stated in the Specifications.

### **24. PRICING AND TAXES**

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

### **25. ERRORS IN BIDS**

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

### **26. BID SECURITY**

Each bid must be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Matteson for not less than five percent (5%) of the bid amount.

### **27. INSURANCE REQUIREMENTS**

A. The Contractor shall indemnify, keep and save harmless the Village of Matteson and its respective officers, agents and employees against all suits or claims that may be based on any injury and/or death to persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employees; and the Contractor shall, at his own expense, defend any and all such actions and shall pay all charges of attorneys



and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Village of Matteson or any of its respective officers, agents or employees in any such action, the Contractor shall, at his expense, satisfy and discharge the same.

- B. The Contractor shall at his own expense obtain and maintain during the life of this contract, Public Liability and Property Damage Insurance, which shall protect the Contractor, the Village of Matteson and its respective officers, agents and employees, and shall also protect any sub-contractors performing work under this contract, from claims for damages for personal injury (including accidental death) as well as from claims for property damages which may arise from the performance of work under this contract or by any sub-contractor or by anyone directly or indirectly employed by the Contractor or by any sub-contractor, and the amounts of such insurance shall be as follows: Contractor shall maintain limits no less than the following:
- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
  - ii. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - iii. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - iv. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
  - v. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
  - vi. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.
- C. The Contractor, at his own expense, shall also obtain and maintain Workmen's Compensation and Employer's Liability Insurance for all his employees engaged in the work under this contract, in accordance with the laws of the State of Illinois. The

Contractor shall require each of his sub-contractors to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees engaged on such sub-contracts. If any class of employees engaged on work under the contract is not protected under Workmen's Compensation Statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his sub-contractors shall be not less than \$500,000 for each employee.

- D. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- E. Contractor shall furnish the Village with Certificates of Insurance naming the Village, its officials, agents, employees and volunteers as additional insured's, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. The member reserves the right to request full certified copies of the insurance policies and endorsements.

## **28. DEFAULT**

The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances: *If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.*

In the event the Village terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## **29. LIENS**

The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

### **30. REORDERS**

Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

### **31. GUARANTEES AND WARRANTIES**

- a. All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
- b. All warranties for materials or equipment must be received with title before payment for same is recommended.

**VILLAGE OF MATTESON, ILLINOIS**  
**THE POINT SUBDIVISION TREE PLANTING**  
**BID SPECIFICATIONS**

**1. GENERAL**

- a. Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.
- b. These specifications include standards necessary for and incidental to the execution and completion of planting, including excavation (mechanical and if needed, by hand), removal of debris, spreading of topsoil, finished grading and site restoration on the prepared drawing and specified herein as needed.
- c. Applicable specifications and standards:
  - i. *Principles and Practices of Planting Trees and Shrubs. International Society of Arboriculture.*
  - ii. *Standardized Plant Names. American Joint Committee on Horticulture Nomenclature.*
  - iii. *American National Standards Institute for Tree Care Operations-Transplanting. ANSI*
  - iv. *Standard Specifications for Road and Bridge Construction. Illinois Department of Transportation.*

**2. QUALITY OF TREE MATERIALS**

- a. Unless otherwise specified, trees shall be first class nursery grown representatives of their normal species and varieties. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the Village of Matteson for the last two years. They shall have been freshly dug during the most current harvest season. They shall have average or normal well developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.
- b. Trees shall be free of branches (undertrimmed) no higher from the ground line than 1/2 the total height of the tree; shall have single leaders, be well branched, and with reasonable straight stems. This requirement shall cover general species, but some varieties, which have other characteristics of growth, will be accepted. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage or cuts larger than 3/4 inch in diameter that are not completely closed will be rejected.
- c. Trees shall be true to their name as specified.
- d. Topsoil furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the Contractor.

3. **SIZE** – Tree plantings shall be a minimum of 2 1/2” in diameter.

4. **MEASUREMENT FOR SIZE**

Trees up to four inches in diameter shall be measured six inches above the natural ground line.

5. **QUANTITY**

The Village is requesting a bid for approximately 130 trees on Village parkways and public property at various locations within the Point Subdivision. Species are listed on the bid form. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. **BALLED AND BURLAPPED TREES**

Trees shall be balled and burlapped, and dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the *American Standard for Nursery Stock*. The thickness of depth of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

## 7. INSPECTION OF TREE MATERIAL

- a. Inspection of tree material will be made by the Director of Public Works, or his designee, prior to planting in its final destination. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected. The Village reserves the right to refuse the inspection if in its judgment the quantity of trees to be harvested is an insufficient amount.
- b. Approval of tree material on examination shall not be construed as an acceptance of it. **Final acceptance will not be made until the planted tree is in a healthy, growing condition twelve (12) months after planting.**
- c. All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival the certificate shall be filed with the Director of Public Works.
- d. All plants shall be selected and tagged by the contractor at their place of growth and approved by the Village representative prior to shipping.

## 8. DIGGING OF TREES

Trees shall not be dug until the Contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be four days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing.

## 9. TRANSPORTATION

During transportation, the Contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Director of Public Works, or his designee, may reject the injured tree. When a tree has been rejected, the Contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Matteson. All trees shall be delivered with no tree wrap.

#### **10. TEMPORARY STORAGE**

Balled or burlapped plants shall be kept moist and their solidity carefully preserved. To prevent drying out or freezing, they shall be stored either in a cool moist storage building or placed in a compact group with a suitable mulch material placed around and between the balls so they are completely covered.

The duration of storage, method of storage, and mulch material for balled and burlapped plant material and container growth plant material shall meet approval by the Village.

#### **11. SAFETY**

While working within the Village of Matteson rights-of-way, the Contractor shall conform to IDOT Standard Specifications for Road and Bridge Construction for work zone safety.

#### **12. REMOVAL OF EXISTING TREE MATERIAL**

Existing tree material within a 5' diameter of a new planting shall be removed and disposed of properly.

#### **13. EXCAVATION**

Holes for trees shall be dug at the location indicated by a stake set by Village personnel. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

#### **14. TREE PLANTING PROCEDURES**

- a. Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman.

- b. Trees shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Excess soil from the root ball must be removed following installation. Prepared backfill shall be placed around the root system. The prepared backfill shall consist of a mixture of topsoil and peat moss. To each cubic yard of topsoil, add three cubic feet of loose peat moss. The prepared backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the prepared backfill or other topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.
- c. After a tree is placed in the hole, tie cords and burlap shall be cut away.
- d. Basins are to be formed around trees with a raised ring of soil as indicated on the drawing.
- e. Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the Contractor. Horti-Sorb shall be mixed in the backfill to promote aeration and timed release watering of the soil. Manufacturer's specifications shall be used in determining the amount of Horti-Sorb applied.
- f. Pruning shall be performed by a professional arborist, and shall be done in such a manner as to preserve the natural growth habit of each tree. The method and location of pruning and the percentage of growth to be removed shall meet with the approval of the Director of Public Works. All pruning shall be done with sharp tools in accordance with the recognized horticultural practices.

The ends of all broken and damaged roots of 1/4 inch or larger diameter shall be pruned with a clean cut, removing only the injured portion. All broken branches, stubs, double leaders, waterspouts, suckers, interfering limbs and improper cuts shall be removed.

Pruning shall consist of thinning the twigs or branches as dictated by the habit of growth of the various types of the trees to be pruned. The leader and terminal buds shall not be cut unless directed by the Director of Public Works. Approximately one month before warranty coverage expires; the Contractor shall prune the newly planted trees. The Contractor shall notify the Director of Public Works when pruning is completed.

Wound surfaces larger than one inch in diameter shall be treated with a commercial pruning compound.



- g. A hardwood chip mulch cover shall be provided for each tree. A four inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Director of Public Works.
- h. Any excess soils, debris or trimmings shall be removed from the planting site immediately upon completion of each planting operation.

**15. DAMAGES TO PROPERTY**

The Contractor shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

It is recommended that, for the Contractor's protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the Contractor of any preexisting damage before work begins.

**16. INSTALLATION TIMEFRAME**

Upon authorization to proceed with the work, submit a planting schedule indicating dates for items of work. The planting dates shall be sometime before December 1, 2016; provided, however, that the Village reserves the right to delay commencement of installation or extend the installation timeframe due to adverse weather conditions. All trees shall be installed no later than March 15, 2017.

**17. LOCATION OF TREE PLANTING**

Trees will be planted on Village parkways and public property at various locations within the Point Subdivision of Matteson.

**18. LAYOUT OF PLANTING**

The Contractor shall furnish all marking flags for locating plants, and shall mark the common name of plants. The Village will place the marking flags and outline each area for mass or solid planting.

**19. BRACING**

- a. Trees larger than four feet in height and smaller than eight feet in height shall require one support post, so placed that a biodegradable rope between it and the tree will be parallel to the roadway.
- b. Trees larger than eight feet in height will require two support posts, so placed that a biodegradable rope between them will be parallel to the roadway.
- c. Bracing shall be removed upon completion of pruning at the end of the one year warranty period.
- d. During the one-year warranty period, if trees blow down, or are otherwise injured because of improper bracing, the Village may reject such injured trees, and the rejected trees shall be replaced by the Contractor.

## **20. TREE PLANTING CARE INSTRUCTIONS**

Contractor shall provide maintenance instructions to the Village of Matteson on how to care for the newly planted trees.

## **21. TREE WARRANTY**

**Newly planted trees shall be guaranteed for one year beginning the date of project acceptance.** The successful bidder shall inspect all trees before the end of the warranty period and replace any dead trees. Prior to expiration of the warranty period, the Contractor shall arrange a mutually agreeable date and time to inspect the trees with the Director of Public Works or his designee. A tree deemed unacceptable by the Director of Public Works or his designee shall be replaced by the Contractor at no cost to the Village of Matteson. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

**VILLAGE OF MATTESON, ILLINOIS**  
**THE POINT SUBDIVISION TREE PLANTING**  
**BID FORM**

Submit Bids to:

Office of the Village Clerk, Village of Matteson  
4900 Village Commons  
Matteson, Illinois 60443

Bid Opening: Tuesday, October 25, 2016 @ 10:00 a.m.

Date: \_\_\_\_\_

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

Official Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone No. (include area code): \_\_\_\_\_

Fax No. (include area code): \_\_\_\_\_

Business Address (if different): \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

1. BID

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Point Subdivision Tree Planting. In accordance with the complete specifications, including but not limited to, the Invitation to Bid, Bid Form, Specifications, and any supplementary documents contained in the bid package, including any addenda issued subsequently, the following amount constitutes as a total sum of the bid:

All proposals shall be based on delivery, planting, and staking of trees with a minimum diameter as shown below:

Number	List Species	Minimum Size	Unit Cost	Total Cost
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**TOTAL COST PER SPECIFICATIONS \$** \_\_\_\_\_

2. TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

Signed:

Where bidder is a corporation, add:

\_\_\_\_\_

Attest: \_\_\_\_\_

Authorized Signature

(Secretary or other authorized officer)

Date \_\_\_\_\_

(CORPORATE SEAL)

**BID CERTIFICATION FORM**

NOTE: The signed and notarized Bid Certification Form must also be attached to this Bid Form.

A. INTERFERENCE WITH PUBLIC CONTRACTING. The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

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

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

C. SEXUAL HARASSMENT. The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Bidder has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

(Signature)

Its: \_\_\_\_\_

(Title)

\_\_\_\_\_, Being duly sworn, deposes and say that he/she is  
the \_\_\_\_\_ of \_\_\_\_\_ and that the  
statement above is true and correct. Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_

Notary Public

**REFERENCE SUBMITTAL**

All bidders are required to furnish three (3) references for municipal clients who presently are using equipment and services similar to that proposed by the Contractor.

Firm: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ / \_\_\_\_\_

\*\*\*\*\*

Firm: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ / \_\_\_\_\_

\*\*\*\*\*

Firm: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ / \_\_\_\_\_