



Carrie Eklund
Central Services Manager
Finance Department

**INVITATION TO BID
TREE REMOVAL
BID NO.: 113-PW-006**

1/16/13

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, February 6, 2013

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Mandatory Pre-Bid Meeting 10:00 a.m., Local Time, Wednesday, January 30, 2013

Bid Deposit/Bid Bond: NO

Prevailing Wage NO

Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it 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. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/09)

Subcontractor/Leased Operator of Equipment Detail Form
City of Rockford

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information		Type of Work Supplied	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the work the subcontractor/leased operator will perform for this contract.			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			

The bidder intends to Subcontract/Lease Operators of Equipment for _____% of the total contract with MBE/WBE firms.

 Signed _____ Title _____ Date _____

**Supplier Detail Form
City of Rockford**

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information		Type of Product Supplied	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the product the supplier v provide for this contract.			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				

The bidder intends to procure _____% of the total contract from MBE/WBE firms.

Signed _____ Title _____ Date _____

Tree Removal
Bid No.: 113-PW-006

1.0 General Scope

1.1 The City of Rockford, Illinois is seeking vendors to remove dead, dying, or hazardous trees in the City right-of-way. The City estimates that contract will require the removal of approximately 1,000 trees annually.

2.0 General Requirements

2.1 Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the quality of services desired. Before awarding the contract, the City may require a vendor to present evidence of the necessary experience, capability, facilities, equipment, and financial resources to provide the desired services in a timely manner. A minimum of one ISA Certified Arborist shall be present on all job sites at all times. The vendor shall be located within twenty-five (25) miles of the corporate city limits of the City of Rockford. All prospective vendors must have the personnel and equipment to remove a minimum of eighty-five (85) trees per month within the city limits of Rockford.

2.2 Basis of Award. The contract will be awarded to the two (2) lowest responsible and responsive vendors in the Removal category and the lowest responsible and responsive bidder in the Emergency Response category. The lowest bidder shall be the primary vendor for removals and the second lowest bidder shall be used when the volume of work exceeds the capacity of the primary vendor to complete the work within the specified timeframe. The City may also utilize additional vendors outside of this contract should the volume of work exceed the capacity of the primary and secondary vendors to complete all of the work within the specified timeframe. The City reserves the right to request any information necessary to determine a vendor's ability to provide the desired product. This may include standard specification information, references from other clients, and a site visit to preview vehicles. If these information requests are denied, the City reserves the right to reject the bid.

2.3 Certification Required. All perspective bidders must have a minimum of one (1) ISA Certified Arborist present on all job sites at all times. No award of contract shall be made until the City Forester has received and confirmed the names and ISA certification numbers of the vendor(s) employees. Prior to award of the contract, the vendor shall have in place a compliance agreement with the Illinois Dept. of Agriculture regarding the movement of tree material outside the EAB Quarantine Area. A copy of this signed document shall be provided to the City Forester.

2.4 Evaluation of Bids. The evaluation team shall recommend award of this contract to the vendor that is able to deliver the product specified in this document in a timely fashion for the lowest grand total price.

2.5 Pre-Bid Meeting. A **mandatory** pre-bid meeting will take place at the City Yards Administration Building located at 523 S. Central Ave., on Wednesday, January 30, 2013 at 10 a.m. Bids will only be accepted from those vendors who attend this mandatory pre-bid meeting.

- 2.6 Contract Length. The initial contract will be valid from the date of award until March 1, 2014. Upon mutual written consent, the City and the vendor may agree to extend the contract for up to two (2) additional one-year terms.
- 2.7 Price Adjustments. Prior to each annual extension, the vendor may request to increase prices with the maximum allowable increase being the lesser of 5% or the current Consumer Price Index (CPI). These price increases must be requested forty-five (45) days prior to the contract extension and will only become effective upon approval of the Central Services Division.
- 2.8 Bid Form. Included at the end of these specifications is a bid form for tree removal. The following information is required on the bid form. Vendors shall supply unit prices and total prices for each category of tree, as well as a grand total for all of the items.
- 2.9 Equipment. The Vendor should attach a list of equipment, which the vendor proposes to use on the project, noting which items are owned and those are being leased. All State of Illinois vehicle inspections shall be up to date throughout the duration of this contract (every 6 months). A copy of the required annual inspections of aerial lift trucks shall also be provided to the city representative throughout the duration of this contract.
- 2.10 References. The Vendor shall attach at least two municipal or commercial references that can attest to the vendor's ability to fulfill the requirements of this contract. Please provide name, address, phone number, and nature and size of past contracts for each reference.
- 2.11 Penalties for non-compliance with contract:
- 2.11.1 Liquidated Damages. The Vendor is responsible to remove trees and stumps within a reasonable time as outlined in paragraphs 3.3.3 and 3.4.2. If the Vendor fails to make good effort to remove these trees within the allocated period, the City will notify them of default. If the Vendor fails to rectify the situation within three days, the City will assess liquidated damages against the Vendor in the amount of \$100 per day until the situation is rectified. In addition, the Vendor assumes responsibilities for any damages or losses to the City or to third parties caused by the failure to remove the trees in the time allocated by the contract. The amount may be deducted from any payments due the Vendor from the City.
- 2.11.2 In addition to liquidated damages, the City reserves the right to procure services for subsequent tree removals from another vendor if the Vendor fails to rectify non-performance.
- 2.12 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of

Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- 2.12.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 2.12.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 2.12.3 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
 - 2.12.4 Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
 - 2.12.5 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.
- 2.13 Contact Person. The contact person for this proposal is Carrie Eklund, Central Services Manager, at (815) 987-5565 or carrie eklund@rockfordil.gov.

3.0 Specific Requirements

- 3.1 General Description. Within the corporate limits of the City of Rockford, the vendor will remove dead, dying, diseased and/or hazardous trees located in the City right-of-way. Additionally, the

work may also include pruning and tree and brush removal from creeks or creek banks. Pricing for this type of specialized work will be solicited from the vendor(s) on a case by case basis. The work to be completed under these specifications includes furnishing of all supervision, labor, materials, tools, and machinery necessary to remove trees and stumps and site restoration.

- 3.2 Quantities. Based on prior experience, the estimated number of trees to be removed annually under this contract is 1,000. However, the City of Rockford does not guarantee that the estimated quantities of trees will be removed or that additional quantities of trees will not be required for removal during the contract period. The City shall only be billed for and compensate the vendor for trees requested to be removed and actually removed (including stump removal and site restoration), in accordance with this contract.
- 3.3 Tree Removal. The Vendor shall remove all trees designated for removal by the City of Rockford Forester or a representative:
- 3.3.1 List. Tree removal lists containing the address, cell number, species, diameter at breast height (DBH), and utility information for each tree will be submitted to the Vendor on a periodic basis. List submitted to the Vendor will include approximately twenty (20) to thirty (30) trees.
- 3.3.2 Tree Marking. City personnel will mark trees for removal with a florescent orange dot. Before removal the Vendor must verify that the tree is both marked and appears on the list. The Vendor will not receive payment for removal of unmarked trees.
- 3.3.3 Completion Time. Upon receipt of the tree removal list, the Vendor is required to remove all trees listed within twenty (20) business days (trees requiring the assistance of a utility company are exempt from this standard. City representative will coordinate with the utility and removal contractor for these removals). The Vendor must notify the City Forester or its designee upon completing all tree removals on a given list.
- 3.3.4 Removal. Removal shall consist of cutting down each tree in a safe manner to a point three inches (3") above the adjacent ground level.
- (a) The Vendor is also responsible for topping trees that extend through utility wires prior to tree removal (within the guidelines of utility company restrictions).
 - (b) If the Vendor deems it necessary, trees should only be dropped "free fall" only after receiving prior written authorization from the City of Rockford representative.
 - (c) Sidewalk, curbs, streets, and manhole structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- 3.3.5 Emergency/Storm Damage. The Vendor shall be required to respond based on the need of the City of Rockford. Storm damage, hazard trees, broken limbs, hanging limbs, or any trees deemed as a hazard by the City shall be secured by the vendor on an as needed basis by the City. The Vendor shall be required to respond within 2 hours of notification. The following equipment or combination thereof could be required based on the circumstances. Costs shall be provided on a time and material basis, per hour, on the following manned equipment: aerial bucket truck, log loader truck, chipper unit,

rubber tire end loader, crane, stump grinder, and chainsaw/groundman. Based on the bid results, the City reserves the option to divide the Removal and Emergency / Storm Damage contract award at their discretion.

3.4 Tree stump removal and restoration. The Vendor shall remove the stumps of all tree removals:

3.4.1 Stump and root removal. The Vendor shall remove all tree stumps and buttress roots to a depth that is adequate so as to return the area to the existing grade. In addition, the Vendor shall remove sufficient subsurface roots as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. If, in order to return the area to existing grade, additional root grinding is required over and above the normal root flare, the vendor may request to submit additional charges upon approval of the City Forester.

3.4.2 Stump only removal. At the request of the city representative, stump only removals may be requested of the vendor. A separate bid based on diameter inch of the cut portion of the stump is required. Site restoration shall be performed to the same standards as listed in article 3.4.4 and shall be completed within one (1) week of receiving the list from the City Forester.

3.4.3 Completion Time. During the months from May 1st thru November 30th, stumps shall be removed and site restoration completed within one (1) week of the tree removal date. The vendor will be allowed additional time to complete stump removal and site restoration from December thru April based on weather conditions and availability of topsoil, however during that period of time the City will hold a retainage of 5% on all invoices submitted until stump removal and full restoration has been completed. Failure to complete the removal within the time frame specified above shall subject the Vendor to the penalties stated in section 2.11.

3.4.4 Site Restoration. The site should be restored to the level of the existing parkway and consist of pulverized topsoil and seeding at the time the stump is removed. The seeding will consist of Medalist America Boulevard Salt Tolerant Mix (A) or equivalent blend:

- 40% Fults Puccinellia Distans
- 30% Dawson Creeping Red Fescue
- 20% Park Kentucky Bluegrass
- 10% Target Perennial Ryegrass

If the seed does not germinate properly and should it be determined that all reasonable care had been taken by the homeowner to assure that the seed germinate and grow, the vendor shall be responsible correct by reseeding or adding topsoil if settling of the parkway has occurred. This shall be performed at no additional cost to the City.

3.5 Debris Removal. The Vendor is responsible for the removal and disposal of all debris from a site after removing a tree and returning the site to the original state.

3.5.1 Removal and clean up shall include the raking of all lawn areas, sweeping of all streets and sidewalks, and hauling away all brush, tree branches, logs, stumps, tree grindings, and excess top soil from all public and private property in and around the area of work. The site shall be returned to the same state it existed in prior to removal.

- 3.5.2 Vendors shall remove all debris from the site the same day it is generated.
- 3.5.3 The Vendor shall be responsible for maintaining a disposal site for debris resulting from the work executed under this contract. The vendor shall also be responsible for the processing and appropriate disposal of all ash tree material generated from tree removals under this contract as deemed appropriate by the City Forester.
- 3.6 Maintenance Pruning. The City Forester may request non-emergency maintenance pruning of City trees and will provide the vendor with the scope of work (Pruning Classification) and the method of work (manual climbers or aerial vehicle) prior to commencement of the work. (See Appendix A). All pruning cuts shall be in compliance with current ISA standards and best management practice.
- 3.7 Work Crew Supervision. The Vendor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Vendor to accept and act upon all directives issued by the City Forester or a representative thereof. Vendor and vendor's employees shall follow all applicable ISA and ANSI safety standards (includes personal protective gear – i.e. hardhats, safety vests, etc.) while performing work for the city.
- 3.8 Discontinuance of Work. Any practice of obviously hazardous work as determined by the City Forester or a representative thereof shall be immediately discontinued by the Vendor upon receipt of either written or oral notice to discontinue such practice.
- 3.9 Protection of Property. The Vendor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The vendor shall not park equipment on sidewalks, driveways or private grassy areas without the approval of the City Forester or his representative. Holes made in lawns, regardless of size, shall be filled with black dirt and seeded. Larger holes or tire marks shall be sodded. The City Forester or his designee shall have final determination of necessary restoration.
- 3.10 Inspection of Work. All work shall be completed to the satisfaction of the Forester or a representative thereof including any questions as to proper procedures or quality of workmanship. Payment will not be made until the work is approved by the Forester.
- 3.11 Damage to Public or Private Property. The Vendor is responsible for any damage to public or private property caused by the Vendor's operation. The Vendor shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City Forester or its designee, the City reserves the right to repair or replace that which was damaged caused by the Vendor and deduct these costs from any payment due the Vendor. Failure to report damage to public or private property to the city representative shall initiate penalties as specified in article 2.7 of this contract.
- 3.12 Safety Standards. In performance of this contract and as part of the total bid price, the Vendor shall comply with all applicable federal, state, and local laws and regulations, including the following:

- 3.12.1 During tree removals on City-owned streets, the Vendor shall have the responsibility of blocking the entire street at each intersection, using proper signs and barricades to prevent any motorized vehicle from entering. The Vendor shall have the responsibility of notifying the City of Rockford Police and Fire departments when any street must be closed.
- 3.12.2 Proper flag people, warning signs, barricades, and/or other protective devices shall be provided by the Vendor. Barricade/lane closures will be provided at the City's expense based on mutual agreement of need. Traffic control needs will be determined at a minimum of 5 days prior to commencement. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as adequate. Questions of sufficiency shall be resolved to the satisfaction of the City Forester or representative.
- 3.12.3 During tree removal, sidewalks shall be properly barricaded and closed to the satisfaction of the City Forester or representative.
- 3.13 "JULIE" Notification. The vendor is required to notify "JULIE" prior to any excavation.
- 3.14 Communication. The vendor shall maintain a communication system that consists of both cellular phone and wireless email capability at no additional cost to the City. The vendor shall return all calls or emails from the City Forester or his representative within two (2) hours.

4.0 Payment for Services

- 4.1 Basis for Payment. Payment for tree and stump removal and site restoration will be made on a unit price per inch and size class basis. Price will be determined by multiplying the DBH of the tree times the price per inch for the particular size class in which the tree falls. All measurements will be rounded to the nearest whole inch with measurements less than 0.5 inches being rounded down and measurements 0.5 or higher being rounded to higher whole inch.
- 4.2 Measurement. Tree diameter shall be measured with a standard diameter tape at four and one-half (4-½) feet from the ground. In the case of multi-stemmed trees whose crotch is between ground level and 4-½ feet above ground, measurement will be taken one foot below the crotch. In the case of multi-stemmed trees whose crotch is at or below ground, each stem shall be measured at a height of 4-1/2 feet above ground and the sum of the two stems shall be used as the overall diameter of the tree.
- 4.3 No allowance shall be made for trees that have a crown ratio larger than that of any average species for that diameter class or for trees that present a particular problem in removing.
- 4.4 Any disagreement regarding tree size shall be resolved by the Vendor and City of Rockford representative prior to tree removal.

TREE REMOVAL
Bid No.: 113-PW-006
APPENDIX A

For the purpose of unit price quotations trees shall be classified as follows:

<u>Type</u>	<u>DBH Size</u>	<u>Annual Number of Trees (Est.)</u>	<u>Estimated Total of Diameters</u>	<u>Per Inch Price</u>	<u>Total Price*</u>
Class A (Small Trees)	7 to 12	75	1200 inches	\$ _____	\$ _____
Class B (Medium Trees)	13 to 18	190	3500 inches	\$ _____	\$ _____
Class C (Large Trees)	19 to 24	290	7300 inches	\$ _____	\$ _____
Class D (Extra Large Trees)	25 to 30	180	5300 inches	\$ _____	\$ _____
Class E (Very Large Trees)	31 to 36	100	2680 inches	\$ _____	\$ _____
Class F (Mature Trees)	37 and Over	80	2680 inches	\$ _____	\$ _____
TOTAL ESTIMATED ANNUAL PRICE					\$ _____
Stump Only Grinding				\$ _____	

* Total price is calculated by multiplying the estimated total of diameter inches per category times the per inch price.

Emergency Storm Damage Provision

<u>Equipment & Operator</u>	<u>Cost Per Hour</u>
Aerial Bucket Truck	\$ _____
Log Loader/Clam	\$ _____
Chipper Unit	\$ _____
Rubber Tire End Loader	\$ _____
Crane	\$ _____
Stump Grinder	\$ _____
Chainsaw/Groundman	\$ _____

Non-Emergency Maintenance Pruning Provision

Manual Crew (climbers)

Classification of prune	Estimated DBH Inches	Cost per Inch DBH	Classification Total
I. High Branch Pruning – Includes removal of deadwood, hangers, canopy raising	600	\$	\$
II. Complete High Branch Pruning – Includes removal of deadwood, hangers, canopy raising, thinning	500	\$	\$
III. Ground Pruning – Includes canopy raising, some thinning	100	\$	\$

Mechanized Crew (aerial vehicles)

Classification of prune	Estimated DBH Inches	Cost per Inch DBH	Classification Total
I. High Branch Pruning – Includes removal of deadwood, hangers, canopy raising	600	\$	\$
II. Complete High Branch Pruning – Includes removal of deadwood, hangers, canopy raising, thinning	400	\$	\$

TOTAL COST \$ _____

Note – Minimum charge of 10" will apply to smaller trees. Any additional charges due to unusual or exceptional circumstances will only be accepted by approval of the City Forester prior to the work being done.

The undersigned Vendor agrees to start work within _____ days of notification by the City of Rockford of acceptance of bid.

Vendor _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Date _____

CITY OF ROCKFORD BID TABULATION

Bid On: Tree Removal

Bid No.: 211-PW-016

Opened: 3/10/11

AWARD		EEOs: X	EEOs: X
ITEM	Est. Total Dia. Inches	Flying W Tree Belvidere, IL	Tree Care Enterprises Rockford, IL
Class A Trees	400		
Per Inch Price		10.00	12.00
Total		4,000.00	4,800.00
Class B Trees	1600		
Per Inch Price		14.00	17.00
Total		22,400.00	27,200.00
Class C Trees	3,750		
Per Inch Price		16.00	19.00
Total		60,000.00	71,250.00
Class D Trees	3,000		
Per Inch Price		18.00	22.00
Total		54,000.00	66,000.00
Class E Trees	2000		
Per Inch Price		20.00	25.00
Total		40,000.00	50,000.00
Class F Trees	1800		
Per Inch Price		25.00	28.00
Total		45,000.00	50,400.00
Total Estimated Annual Price		225,400.00	269,650.00
Stump Only Grinding		Cost Per Inch 4.00	Cost Per Inch 8.00

Class A-Small	DBH Size	7 to 12
Class B-Medium	DBH Size	13 to 18
Class C-Large	DBH Size	19 to 24
Class D-Extra Large	DBH Size	25 to 30
Class E-Very Large	DBH Size	31 to 36
Class F-Mature	DBH Size	37 and over

AWARD

Emergency Storm Damage Provision

Equipment & Operator	Cost Per Hour	Cost Per Hour
Aerial Bucket Truck	160.00	160.00
Log loader/Clam	160.00	180.00
Chipper Unit	125.00	80.00
Rubber Tire End Loader	100.00	140.00
Crane	180.00	180.00
Stump Grinder	100.00	80.00
Chainsaw/Groundman	80.00	80.00