

SUBMITTED BY:

JIMAX
CONTRACTOR'S NAME

2000 W. CLARK
CONTRACTOR'S ADDRESS

PEORIA, IL 61607
CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

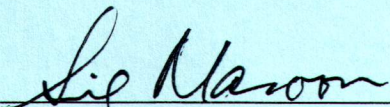
SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR

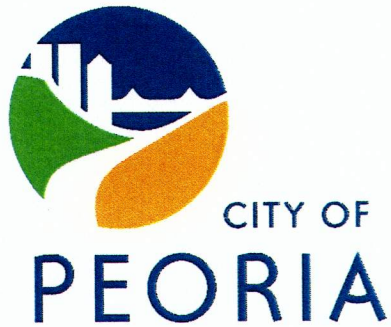
**TREE/STUMP REMOVAL by SIZE & TREE/BRUSH TRIMMING by
HOURLY RATES & EMERGENCY TREE/BRUSH TRIMMING by
HOURLY RATES
City-Wide**

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

RFP Responses Due: Friday, March 29, 2019 at 10:00 AM
AWARD by CITY COUNCIL: April 9, 2019 Item #19-107
RECONSIDERED and FINAL APPROVAL: May 14, 2019



Sie Maroon, Superintendent of Operations



ADDENDUM # 1 To BID # 08-19

This becomes a permanent part of the Basic Proposal Document.

DATE: March 15, 2019

Correction Page 6 Section 1.18

Change - Tree & Stump Removal work under this Contract is subject to Prevailing Wages.

To - Tree & Stump Removal work under this Contract is **not** subject to Prevailing Wages.

Per Illinois Department of Labor Website –

<https://www2.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>

What are examples of work associated with landscaping that is not covered work when it is not done in conjunction with or part of covered

work?

- pruning of trees and replacement of trees that are planted as a replacement due to the removal of diseased or irreparably damaged trees, or trees that constitute a hazard

1.0 INSTRUCTIONS TO BIDDERS 3/11/19

1.1 ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any non-material informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within sixty (60) calendar days from the bid opening date.

1.2 ADDITIONAL COPIES OF SPECIFICATIONS - Bidders may secure additional copies of the bid specifications from the City of Peoria's Purchasing office, City Hall, 419 Fulton Street.

1.3 BID ENVELOPE IDENTIFICATION - Bidders shall submit their response in a sealed envelope (sealed bid) which shall be clearly labeled with the organization/individual name and address. Bidders should also indicate **"TREE AND STUMP REMOVAL & TREE TRIMMING PROPOSAL, CITY OF PEORIA - Request #08-19"** in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE.

1.4 MAILING OF BIDS – One (1) original and four (4) copies of all responses are to be mailed or delivered to the City of Peoria Public Works Department, Attention: Superintendent of Operations, 3505 N. Dries Lane, Peoria, Illinois, 61604-1210. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means.

1.5 CLOSING TIME - The Bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

1.6 WITHDRAWAL OF BIDS - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Bidder shall withdraw his/her bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the Bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the Bidder.

1.7 ALTERNATE BIDS - The specifications describe the supplies and/or service which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

1.8 EXPERIENCE – The City will require all responding Bidders to have a minimum of five (5) years' experience providing tree removal/stump removal services. This will be required to fulfill the obligations of this proposed Contract.

1.9 AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that is in the best interest of the City to accept. Awards will be made on a per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will all be taken into consideration in making the award.

1.10 PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating, freight and shipping charges as well as cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

1.11 SIGNATURES - Each bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

By signing and submitting the response to this document, the Bidder/Vendor/Contractor is certifying they have not been barred from bidding by Federal, State or Local governments and have not been suspended or debarred from receiving federal funding.

1.12 INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with the bid proposal. No 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 City or the compensation to the Bidder.

1.13 SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, will be returned at the Bidder's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

1.14 RESPONSES – A response is requested of all Bidders even if it is a “no bid.” Do not include any personal information (such as social security numbers) that the Bidder wishes to keep confidential.

1.15 PROPOSAL PROCESS – This process does not obligate the City to award a Contract, or pay any cost incurred by the Bidder responding to this request. The City reserves the right to accept or reject any or all statements received because of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City's policy to not compensate a Bidder for any time or expenses incurred during the selection or negotiation processes.

1.16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – To be awarded a Contract all Bidders to the City of Peoria **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note the Certificate of Compliance is valid for one (1) year and must be renewed*

annually. The form may be downloaded from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report Form CC-1" or "Renewal." The forms may also be obtained by writing or calling:

**City of Peoria
EQUAL OPPORTUNITY OFFICE
419 Fulton Street
Peoria, IL 61602
309/494-8530 Voice
309/494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all Bidders are encouraged to obtain Equal Employment Opportunity Certification, Bidders do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the Contract.

EEO CERTIFICATION* (Check one):

_____ I/We are presently applying for the EEO Certification. Employer Report Form (CC-1) is completed and enclosed.

_____ Presently, I/we have the Employer Report Form (CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: _____

*Please note there is a \$50.00 processing fee for both new and renewal certification requests.

1.17 GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000)

Minority/Women Business Enterprise (M/WBE) Utilization – Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid. For details on what records, see M/WBE Participation Requirements for Good-Faith Efforts, Section III.

Compliance Reporting Minority/Female Worker Utilization - The Bidder and its Subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access, the Bidder and Subcontractors must register at www.eprismsoft.com. Use the help page,

which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

1.18 PREVAILING WAGES – Tree & Stump Removal work under this Contract is subject to Prevailing Wages. Tree & Brush trimming is not subject to Prevailing Wages.

Work under some Contracts will obligate the Bidder and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., may apply to this project. Additional information can be obtained by calling 217/782-6206. Applicable prevailing wage rates can be found at www.state.il.us/agency/idol/ for examination. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et.seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded Contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker:

- name
- address
- telephone number when available
- social security number
- classification(s)
- the hourly wages paid in each pay period
- the number of hours worked each day
- the start and end times of work each day

The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or Subcontractor which avers that:

- (1) such records are true and accurate
- (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.), and
- (3) the Contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each Subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

2.0 CONTRACT TERMS

2.1 TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Bidder must show the amount of tax included in the unit price.

2.2 CITY'S AGENT- The City of Peoria's Public Works Superintendent of Operations or his designee shall represent and act for the City in all matters pertaining to the Bid and Contracts in conjunction thereto.

2.3 PATENTS - The successful Bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacturer, construction or form a part of the work covered by the Contract.

2.4 HUMAN RIGHTS ACT - The Contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

2.5 NON-COLLUSION - With the executing of this bid, the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the Bidder or the bid will not be considered for acceptance.

2.6 DEFAULT - In case of default by the Contractor, the City will procure the articles and/or services from other sources and hold the Contractor responsible for any excess cost incurred.

2.7 CANCELLATION - The City reserves the right to cancel the whole or any part of the Contract, if the Contractor fails to perform any of the provisions in the Contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by Certified mail to the Contractor's address on record. In the event the Contract is canceled, the Bidder may be declared an irresponsible Bidder by the City Manager and as a result may be disqualified from doing business with the City for the period of one (1) year in accordance with Section 10-102 of the Peoria City Code. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

2.8 PRICES SPECIFIED – The successful Bidder agrees to furnish the material(s) and/or services according to the City's plans, specifications and conditions and at prices specified hereon.

2.9 BID-RIGGING OR BID-ROTATING - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 and 5/33E-4.

2.10 DELINQUENT PAYMENT - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department

of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

2.11 PERMITS AND LICENSES - The successful Bidder shall obtain, at his/her own expense, all permits and licenses which may be required to complete the Contract.

2.12 INSURANCE – The successful Bidder shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the Contract.

The City does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor.

Contractor’s Insurance – The Contractor and all Subcontractors shall secure and maintain such insurance policies as will protect the Contractor or Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by Contractor or anyone employed by Contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker’s Compensation
- Comprehensive General Liability

Combined Single Limit	\$1,000,000.00
Property Damage	\$1,000,000.00
- Automobile Public Liability and Property Damage

Combined Single Limit	\$1,000,000.00
Property Damage	\$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent Contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include Contractual liability insurance coverage for the Contractor’s obligations under the section below entitled, “Hold Harmless and Indemnification Agreement.”

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to Contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

2.13 PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the “Instructions to Bidders.”

2.14 GOVERNING – This Contract will be governed by the laws of the State of Illinois. The Contractor/Bidder agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

2.15 AFFIRMATIVE ACTION REQUIREMENTS - “The Contractor/Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or physical or mental handicap(s) which would not interfere with the efficient performance of the job in question. The Contractor/Bidder will take affirmative action to comply with the provision of this division and will require any Subcontractor to submit to the City written commitment to comply with this division. The Contractor/Bidder will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective Subcontractors.”

“The Contractor/Bidder agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

2.16 EMPLOYEE EMPLOYMENT RESTRICTIONS - The Contractor agrees, as a condition of accepting this Contract with the City of Peoria, that, for a period of one (1) year following completion of this Contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly, in: (1) the selection and/or recommendation to select the Contractor for performance of this Contract; (2) coordinating the efforts of the Contractor in the consummation or completion of this Contract; or (3) monitoring or determining the performance of the Contractor. The Contractor further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other Contract(s) between the City of Peoria and the Contractor; (2) disqualification of the Contractor from bidding or being awarded future Contracts with the City of Peoria for a period of two (2) years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**).

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

3.0 LOCAL PURCHASING

For purchases of \$10,000.00 or greater, if: (1) the lowest bidding local Bidder is a responsible Bidder; and (2) the lower-bidding responsible Bidders are not local Bidders; and (3) the lowest bidding local Bidder’s bid is higher than the non-local Bidder by no more than three percent (3%), then that local Bidder should be considered the lowest responsible Bidder. In case of a dispute regarding the application of this provision, the decision of the City Manager or the Purchasing Agent acting for him/her shall be final. For purposes of this subsection, a local Bidder shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the

corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a Contract if the funding source prohibits local preference by law, rule or regulation.

4.0 **REFERENCE** - All of the Contract terms shall be incorporated by reference into any written Contract.

SPECIAL PROVISIONS

5.0 **TREE & STUMP REMOVAL AND TREE TRIMMING**

5.1 **SCOPE OF WORK** - The work to be completed under this Bid shall consist of Tree & Stump Removal and Tree & Brush Trimming as listed.

The Contractor shall provide adequate crew, equipment and materials to safely and efficiently complete an assigned project. Each such crew shall include an individual who shall be designated as the crew supervisor and who shall be responsible for the crew's activities and who shall receive instruction from the Superintendent of Operations or his/her designee to direct the crew to accomplish such work.

All work shall be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

Whenever a tree, which is not scheduled to be removed, must be trimmed or pruned, the Contractor shall ensure that such trimming and pruning is carried out under the direction of the Contract Supervisor. All pruning and trimming shall be performed in strict accordance with the provisions of ANSI A 300 "Standard Practices for Tree, Shrub and other Woody Plant Maintenance."

The City reserves the right to decrease the scope of work to be done and to omit any work in order to bring the cost within available funds. The City further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the City of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the Contract unit price shown for any item in the bid schedule regardless of the quantity performed. Trees scheduled for removal may possibly be eliminated from the scope of work.

5.2 **WORKSITE CLEAN UP** - All wood, chips and other debris resulting from the tree/stump removal operation shall be removed and disposed of by the Contractor. The City is not responsible for providing a dump site for this material. The Contractor will pay for all dumping fees and may not use City of Peoria facilities for disposal. Dirt and debris from the sidewalk or street shall be broom cleaned. All grassy areas surrounding the stump site shall be raked of chips and dirt.

5.3 **BACKFILLING** - Upon removal and cleaning, the Contractor shall backfill the hole created by the removal of the stump to the existing surrounding grade. Any stump holes which cannot be

filled immediately following removal shall be marked (i.e., barricaded, flagged, etc.) in such a way that pedestrians can easily recognize that there is an open area. All holes shall be filled within forty-eight (48) hours after removal of the stump. The fill material shall be topsoil, pre-approved by the City. The Contractor shall provide necessary compaction to minimize future settling.

6.0 SCHEDULE AND TIME OF COMPLETION

Should the low Bidder not be available to complete an assigned project within the timeframe required by these specifications, the City reserves the right to award that part of the assignment to another Bidder. The City also reserves the right, at its sole discretion, to award a particular item or items of work to other than the low Bidder when another Bidder has demonstrated the clear ability to perform that particular item of work in a more qualified manner and to provide a higher-quality finished product.

Prior to commencing work, he/she shall notify the Authorized City Personnel forty-eight (48) hours in advance of the date he/she intends to actually begin the work.

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirement(s) stated above. It is expressly understood and agreed by and between the Contractor and the City that the Contract times for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

7.0 SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor, Office of Safety and Health Administration Regulations and Suggested Practices. All work shall be performed in strict accordance with ANSI Z133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirement that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

8.0 TRAFFIC CONTROL

The Contractor shall provide all traffic control devices and personnel and shall meet all requirements of Chapter 6 of the Manual Uniform Traffic Control Devices (MUTCD).

9.0 UTILITIES

It is the responsibility of the Contractor to contact J.U.L.I.E. (Joint Utility Information for Excavators) when needed. J.U.L.I.E. can be contacted by phone by calling 811 or 800/892-0123 or over the internet at www.illinois1call.com. The Contractor shall make all necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the area of construction and he/she shall take all necessary precautions

to avoid damage to existing utilities. The Contractor shall not be responsible for any fees associated with this work.

10.0 BASIS OF PAYMENT

The Contractor's price shall include all material, labor, barricading, equipment and other items necessary to complete the tree/stump removal as per specifications. Contractor may submit partial invoices for work completed; however, no payment will be made until all work - including cleanup and backfill - is completed.

11.0 DURATION OF CONTRACT

All work, except TREE REMOVAL BY SERVICE ROUTE, is expected to be completed by **December 31, 2019**; however, the Contract can be extended by mutual consent of the City and the Contractor until new bids are received and approved by the City Council.

The TREE REMOVAL BY SERVICE ROUTE is to be completed by December 31, 2019.

12.0 CERTIFIED PAYROLL REQUIREMENTS

Contractors and Subcontractors on Public Works projects must submit the required certified payroll records on a monthly basis to the public body in charge of the construction project. These records are required to be submitted to the City by the 10th day of the month following when the work was actually completed. Failure to submit this paperwork will result in the City withholding any further payments until the paperwork is submitted.

13.0 BID CATEGORIES

The City will divide the work into 5 different categories:

1. TREE & STUMP REMOVAL BY SIZE
2. TREE & BRUSH TRIMMING BY HOURLY RATES
3. EMERGENCY TREE & BRUSH TRIMMING BY HOURLY RATES
4. STUMP REMOVAL
5. TREE REMOVAL BY SERVICE ROUTE

To ensure that the work is completed in a timely manner, the City reserves the right to award more than one Contract for each bid category.

14.0 CONTRACT REQUIREMENTS

The City will have fifteen (15) working days to evaluate the bids and notify the Contractors that the City would like to award them a Contract. The Contractor will then have seven (7) calendar days to furnish the City with the required Certificate of Insurance and get a current EEO number.

Contractors working under this Contract are required to have a STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT with the Illinois Department of Agriculture. Failure to get this

agreement will result in the cancellation of the Contract and the work will be awarded to the next lowest responsible Bidder.

CRITICAL DATES:

Selection will be made per the following Schedule:

Bid Advertised March 9 & 10, 2019
Pre-bid meeting at 10:00amMarch 14, 2019
 Held at the *City of Peoria Public Works Department, 3505 N. Dries Lane, Peoria, IL 61604-1210*
Due Date for Proposals at 10:00 a.m...... **March 29, 2019**
Contract submitted to City Council Agenda process April 12, 2019
City Council Meeting at which Contract is Recommended for Approval April 23, 2019
Notice of Award Sent to Approved Contractor..... May 1, 2019

PRE-BID MEETING

A questions and answers session will be held at a pre-bid meeting Thursday, March 7, 2019, at 10:00a.m., at the Public Works Department located at 3505 N. Dries Lane, Peoria IL 61604-1210.

OMISSION OF SCOPE

Please indicate if you believe a major item(s) is/are missing from the scope of services outlined in this Bid.

QUESTIONS

All information about the Contract is contained within the contents of this Bid request. Questions or comments regarding the request or the process related to the request should be submitted via email to the Superintendent of Operations, Sie Maroon Smaroon@peoriagov.org or Contract Supervisor, Shawn D. Johnson at Sdjohnson@peoriagov.org or by phone at 309/494-8850.

BID PROPOSAL

TREE & STUMP REMOVAL BY SIZE

Unit Prices to be utilized for trees and stumps not identified in these bid documents. Although it is realized that each job site varies, the City needs to have an established price for trees which need to be removed and come to our attention after this bid date.

Trees to be removed as a payment item will be measured per unit of diameter where one unit is equal to one inch (1"). The diameter will be measured at a point four-and-a-half feet (4.5') above the highest ground level at the base of the tree and will be determined by dividing the circumference of the tree by 3.1416. A multiple stem tree's branches having a diameter of six inches (6") or more at a point four-and-a-half feet (4.5') above the highest ground level at the base of the tree will be measured for payment as individual trees. The accumulated total number of units will be the pay quantity.

The stumps will be ground to an elevation four inches (4") below existing ground level and filled with topsoil per the Special Provisions. If the ground around the stump is elevated higher than the surrounding area, this elevated ground and roots should be lowered to the elevation of the surrounding area.

Once the Contractor is notified that a tree needs to be removed he/she will have seven (7) calendar days in which to start the work. The Contractor will then have two (2) working days to complete the tree removal and two (2) days to complete the stump removal and final restoration. If the Contractor is awarded more than one (1) tree at a time, he/she will still have seven (7) calendar days to start the work but two (2) working days will be added to the completion time for each tree. If the Contractor fails to complete the work per this schedule, the City reserves the right to hire another Contractor to finish the work and deduct these costs from the initial Contractor.

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/ model/year and number of personnel in the crew. The City reserves the right to inspect and verify. Please feel free to provide more than one option if available:

*2008 Chevy K7500 65' Altec Forestry truck with rear mount chip dump box - Hydraulic remote for hydraulic pole saw
Crew size (2-4) not counting material removal vehicles/drivers

*2010 JLG 65' off road boom lift 4x4 1000 lb capacity two man rotating bucket - AC electric supplied in bucket
Crew size (2-4) not counting material removal vehicles/drivers

*1998 Ford F800 flatbed with National 15 ton crane, 115' max length with extended jib boom
1 operator

*2011 Vermeer HG6000 700 hp horizontal grinder and 2010 Vermeer BC1000XL Chipper

*see attached asset sheet for dump trucks, semi tractors, trailers, skid loaders etc

TREE SIZE @ 4.5 Feet

LUMP SUM PRICE

Under (<) 18"	\$ 250.00
From 19" to 30"	\$ 550.00
From 31" to 42"	\$ 850.00
From 43" to 54"	\$ 1375.00
Over (>) 54"	\$ 2000.00

BID PROPOSAL

TREE AND BRUSH TRIMMING BY HOURLY RATES

Please provide a price per hour for **Tree and Brush Trimming Work by Hourly Rates**. Stump Removal is not included. This work is to be performed during the Contractor's normal hours of operation. **Once the Contractor is notified of work to be done he will have 7 calendar days to start the work. Once the Contractor starts the work he will have 2 working days to complete the work including cleanup & backfill.** If the Contractor cannot do the work within these days the City reserves the right to award the work to the #2 bid Contractor. All other conditions of the bid apply. The Contractor's crew for this work will consist of three workers, one boom truck, one box truck with chipper, and necessary hand tools.

Hourly \$ 165.00 Daily \$ 1280.00

Alternate cost for additional workers:

Hourly \$ 35.00 Daily \$ 280.00

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/ model/year and number of personnel in the crew. The City reserves the right to inspect and verify. Please feel free to provide more than one option if available:

*K7500 65' Altec Boom Truck w/ chipper and hydraulic saw

*JLG 60' Off road boom lift 4x4

*Ford F800 w/ 115' National 15 ton crane flatbed mounted

*2018 Vermeer SX925 Mini Skid Loader

*QTY 2 2016 CAT 316 excavator w/ deforesting equipment

*Qty 3 Wheel loaders (Cat 930K, Cat 916G, Deere 444E)

*Qty 4 CAT skid loader with grapple, stump grinders, deforesting equipment

*Qty 6 International Prostar semi tractor with short dump or walking floor

*Qty 3 International 8400 Tandem axle dump truck

*Qty 12 Ford F450/F550 with flatbed or dump body and trailer

*Vermeer HG6000 700 hp horizontal wood grinder (300 cubic yard/hour)

BID PROPOSAL

EMERGENCY TREE AND BRUSH TRIMMING

During the course of a year the City may experience storms that cause damage which needs to be removed quickly.

Please provide a price per hour for **Emergency Tree and Brush Trimming Work**. Stump removal is not included. All other conditions of the bid apply. **The Contractor must be able to respond and take action within two (2) hours.** If the Contractor cannot do the work within this timeframe, the City reserves the right to award the work to the second low-bid Contractor. All other conditions of the bid apply. The Contractor's crew for this work will consist of three workers, one boom truck, one box truck with chipper and the necessary hand tools.

Work done during normal working hours will be paid as TREE AND BRUSH TRIMMING BY HOURLY RATES.

Hourly \$ 175.00 Daily 1400.00

Alternate cost for additional workers:

Hourly \$ 40.00 Daily 320.00

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/model/year and number of personnel in the crew. The City reserves the right to inspect and verify. Feel free to provide more than one option if available:

*K7500 65' Altec Boom Truck w/ chipper and hydraulic saw

*JLG 60' Off road boom lift 4x4

*Ford F800 w/ 115' National 15 ton crane flatbed mounted

*2018 Vermeer SX925 Mini Skid Loader

*QTY 2 2016 CAT 316 excavator w/ deforesting equipment

*Qty 3 Wheel loaders (Cat 930K, Cat 916G, Deere 444E)

*Qty 4 CAT skid loader with grapple, stump grinders, deforesting equipment

*Qty 6 International Prostar semi tractor with short dump or walking floor

*Qty 3 International 8400 Tandem axle dump truck

*Qty 12 Ford F450/F550 with flatbed or dump body and trailer

*Qty 2 diesel light towers/trailer mounted

BID PROPOSAL

STUMP REMOVAL

This includes removal of tree stumps by grinding or other methods as may be approved. The Contractor shall furnish all necessary labor, materials, equipment and incidentals to remove stumps and associated visible root growth to a depth of four (4) inches below existing grade. If the ground around the stump is elevated higher than the surrounding area, the elevated ground and roots should be lowered to the elevation of the surrounding area.

All stumps to be removed will be less than sixteen (16) inches in height. Stumps which contain minor sucker growth shall be removed by the Contractor at no additional cost to the City. All work is located within the City limits of Peoria.

Authorized City Personnel and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment.

Unit cost per inch: \$ 5.90 per inch

BID PROPOSAL

TREE REMOVAL BY SERVICE ROUTE

This bid, if applicable, is to remove identified trees and stumps per the specifications based on service routes, typically within a 30-60 day timeframe. The Contractor will have a bid price for each tree with a total for each route. The work will be awarded by route. Said trees will have all been identified as having an extremely high probability of falling. All work under this item would be started after a specified date and completed by a specified date as determined by the Contract Supervisor. Contractors are encouraged to bid on all of the routes. However, the Contractor will only be assigned as many routes as they can guarantee they can complete by the specified deadline. Contractors do not get to pick which routes they are awarded. The City will award the routes according to the lowest bids. Once the lowest-bid Contractor is assigned the routes he/she can complete by the specified deadline, the City will start awarding work to the next low-bid Contractor. This will continue until all the routes are assigned.

The Contractor will be required to make regular progress by having one-third (1/3) of the tree removal completed within the first one-third portion of the timeframe allotted, another third completed by the second one-third portion, and the last third by the specified deadline. If the Contractor does not meet this schedule, the City reserves the right to void the remainder of the Contract and reassign the work to another Contractor.

The Contractor can make partial billings on completed work as often as they wish; however, a tree cannot be invoiced until all work - including stump removal and cleanup - is completed.

The City will retain 10% of every invoice submitted. This retainage will be paid with the last invoice as long as the Contractor satisfactorily completes all work within the time allotted. If the City chooses to void the Contract and hire another Contractor, this money will be used to cover any additional expenses the City might incur. The original Contractor would only be paid whatever funds are remaining after the City pays the second Contractor to complete the work originally assigned.

City of Peoria

BID PROPOSAL

The executing of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:

JIMAX Landscape LLC # 03104-191231

Company Peoria EEO Certificate of Compliance #

3545 SW JIMAX PI

Address

Peoria IL 61605 309-273-4106

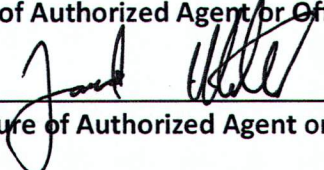
City State Zip Daytime Telephone #

309-273-4106 Jarrod Martis

After-Hours Telephone # Contact Person (Please print or type)

Jarrod Martis President

Name of Authorized Agent or Officer Title


Signature of Authorized Agent or Officer

03/28/2019

Date

**PLEASE MARK ENVELOPE as per Paragraph 1.3:
"TREE/STUMP REMOVAL & TREE TRIMMING PROPOSAL, CITY OF PEORIA - Request #08-19"**

Illinois Department of Agriculture
STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT

Company or Name: JIMAX Contact Name: Mr./Ms. Jarrod Martis

Mailing Address: Street 3545 SW JIMAX PI City/Town Peoria State IL Zip code 61605

Telephone: 309-273-4106 Fax: 309-218-1389 E-mail: jimax.jmartis@gmail.com

County Peoria

Disposal or Processing Yard Location (if different than mailing address above): Street 2000 W Clark St

City/Town Peoria Zip code 61607 County Peoria

**Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)**

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

*"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title

Jarrod Martis, President

Date Signed Mar 28, 2019

State Agency Official Signature

Compliance Agreement No: _____

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVI.doc]



PURCHASING DIVISION

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify that JIMAX has submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

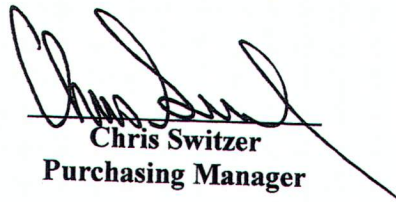
If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 5th day of October, 2018

Expires this 31st day of December, 2019

EEO Certification Number:

03104-191231



Chris Switzer
Purchasing Manager

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.ci.peoria.il.us. Click Government, Click Departs A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.



City Hall Building
419 Fulton Street Rm. 108
Peoria, Illinois 61602
VOICE (309) 494-8507
FAX (309) 494-8510

**CITY OF PEORIA
C O N T R A C T**

RECONSIDERED and FINAL APPROVAL:
May 14, 2019

This agreement, made and entered into this 9th day of April A.D., 2019 by and between the City of Peoria, a municipal corporation, party of the first part, and JIMAX, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

JIMAX will provide **Tree/Stump Removal** services for the City of Peoria in accordance with the attached RFP and stated pricing.

THE CITY OF PEORIA

By: Donald P. Feist
Acting City Manager

ATTEST: Beth Ball
City Clerk

PARTY OF THE SECOND PART
JIMAX Landscape LLC
(Name of individual, firm, or corporation)

By [Signature]
(Member of firm or officer of corporation)

APPROVED LEGAL DEPARTMENT
By Donald P. Feist
(Name of Individual)

APPROVED FINANCE DEPARTMENT
By James P. Scroggen
(Name of Individual)

APPROVED FINANCE DEPARTMENT
By James P. Scroggen
Finance Director

APPROVED USING DEPARTMENT
By Bill Co
(Interim Department Head)