

VILLAGE OF CARPENTERSVILLE

REQUESTS FOR PROPOSALS

OWNER:

Village of Carpentersville ("*Village*")
1200 L.W. Besinger Drive
Carpentersville, Illinois 60110

The Village will receive sealed proposals for the work generally described as follows:

2017 Spring Tree Planting Project ("*Work*")

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. All proposals shall be accompanied by a bid bond, in form and from a surety satisfactory to the Village, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Proposal form. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to:

Bob Cole, Director of Public Works
1075 Tamarac Drive
Carpentersville, IL 60110

Proposals may be delivered by mail or in person. Proposals received after the time specified below will be returned unopened.

Opening of Proposals

#37048902_v2

Proposals will be publicly opened and read on **Friday January 27th at 10:00 a.m.** Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Village reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by the Village, the successful Bidder's proposal,

together with the Village's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this day of _____, 2017.

VILLAGE OF CARPENTERSVILLE

By: _____
Bob Cole
Director of Public Works

VILLAGE OF CARPENTERSVILLE

CONTRACT/PROPOSAL FOR THE
2017 Spring Tree Planting Project

Full Name of Bidder ACRES GROUP ("Bidder")
Principal Office Address 610 W. LIBERTY ST. WASHINGTON, IL 60084
Local Office Address "
Contact Person JEFF DUMAS Telephone Number 630-975-1426

TO: Village of Carpentersville ("Village")
1200 L.W. Besinger Drive
Carpentersville, Illinois 60110
Attention: Bob Cole
Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the furnishing and planting of trees along The Village parkways listed in Exhibit C ("Work Site"). The Work Sites in Exhibit C are subject to change at the sole discretion of The Village and any change the Work Site will have no impact on the total contract price;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith, however no specific Village permits are required;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached to, and by this reference made a part of, this Contract/Proposal as Exhibit A.

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit, taxes, contributions, premiums, and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in Exhibit B incorporated into the Work by the Unit Price set forth in said Exhibit for such Unit Price Item:

TOTAL CONTRACT PRICE (in writing):

SIXTYONE THOUSAND FOUR HUNDRED
SEVENTY TWO Dollars and
70 Cents

TOTAL CONTRACT PRICE (in figures):

61,472 Dollars and 00 Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Exhibit B for each Unit Price Item are the Village's estimate only, that the Village reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made within 30 days of the completion of The Work, or in accordance with a mutually agreed upon schedule between The Bidder and The Village upon acceptance of Contract/Proposal.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal ("Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than:

April 15th, 2017 ("Time of Performance").

The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the Village shall extend the Time of Performance; provided, however, that Bidder shall be responsible for completion of all Work within the Time of

Performance, notwithstanding any strike or other work stoppage by employees of either Bidder or of the Village.

4. Financial Assurance

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Village's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term,

condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies.

1. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

2. Owner's Special Remedy for Delay. If the Work is not completed by Bidder, in full compliance with, and as required by or pursuant to, this Contract/Proposal, within the Time of Performance, as may be extended pursuant to Section 3 of this Contract/Proposal, then the Village may invoke its remedies under Subsection 7.D.1 above or may, in the exercise of its sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any progress or final payments, whether or not previously approved, a per diem charge of \$500 for each day completion of the Work is delayed beyond the Time of Performance, as liquidated damages and not as a penalty; it being understood that it will be difficult and impracticable to ascertain and determine the amount of damage that the Village will sustain by reason of such failure. Notwithstanding an election made pursuant to this Subsection, Bidder may thereafter exercise any of its remedies under Subsection 7.D.1 above if the Village at any time is not, in the Village's opinion, adequately assured of prompt completion of the Work.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal and, except where stated otherwise references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or

warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Bidder or in this Contract/Proposal, or has personally received payment or other consideration for this Contract/Proposal; (2) as of the date of this Contract/Proposal, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract/Proposal obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal.

DATED this 25th day of January, 2017.

Bidder's Status: Corporation (State) () Partnership (State) () Individual Proprietor

Bidder's Name: ACRES GROUP

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: JEFF DUMAS
(if corporation)

Title/Position: VICE PRESIDENT

Bidder's Business Address: 610 W. LIBERTY ST.
WAVERTON, IL 60084

Bidder's Business Telephone: 630-975-1426 Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:


NAME	TITLE	ADDRESS
JAMES K SCHWARTZ	PRESIDENT	610 W. LIBERTY ST WAVERTON, IL 60084

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Carpentersville ("Village") this 22 day of February, 2017.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF CARPENTERSVILLE

By: 

J. Mark Rooney
Village Manager

REFERENCES

All bidders are required to furnish three (3) current references for clients who presently are using their services.

Firm: Village of Hoffman Estates
Address: 2305 Pembroke Ave.
Hoffman Estates IL 60160
City State Zip
Phone: 847-490-6800
Area Code

Firm: Village of Winnetka
Address: 510 GREAT BAY RD
WINNETKA IL 60093
City State Zip
Phone: 847-501-6000
Area Code

Firm: VILLAGE OF SKOKIE
Address: 9050 CROSS POINT RD
SKOKIE IL 60077
City State Zip
Phone: 847-933-8427
Area Code

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a) Publishing a Statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispersion, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b) Establishing a drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The CONTRACTOR's policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

ACRES GROUP
(Printed Name of Contractor)
610 W. LIBERTY ST.
Address
WAVERTON, IL 60084
City State Zip
[Signature]
Signature of Authorized Representative
VICE-PRESIDENT Title
1-25-17 Date

**Exhibit A
Technical Specifications
2017 Spring Tree Planting Project**

1. GENERAL INFORMATION

The Village of Carpentersville is accepting sealed bids for the procurement and installation of Two Hundred & Sixty-Three (263) trees for the 2017 Spring Tree Planting Project. The trees must be furnished, delivered to, and installed accordingly with the addresses contained in Exhibit C.

All work outlined within this document is **EXEMPT** from the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). See letter from the Illinois Department of Labor Dated May 10, 2013.

2. SPECIFICATIONS

- a. The planting quantities, size and species shall be priced in accordance to the table below:

Quantity	DBH	Species
36	2"	Swamp White Oak
20	2"	Bald Cypress
37	2"	Northern Red Oak
36	2"	Pin Oak
36	2"	Hackberry
36	2"	Ginkgo Male
3	2"	Peking Lilac
39	2"	Sugar Maple
20	2"	London Plane Tree

- b. All plant material shall conform to the *American Standard for Nursery Stock*. Plants shall be true to species, variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those of The Village for at least two (2) years. They shall have been freshly dug (during the most recent favorable harvest season). Plants shall be so trained in development and appearance as to be unquestionably superior in form, compactness and symmetry. They shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae, or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.
- c. Trees shall have a strong central leader. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over ¼ inch diameter that are not completely callused are cause for rejection.
- d. Trees shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of *American Standard for Nursery Stock*: wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, untreated, biodegradable rope or twine. Alternately, they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine. The root collar shall be within the top 2" of the soil ball. After the plant is placed in the hole, all cords and burlap shall be removed from the trunk. Wire Baskets shall be removed from at least the Upper one half of the planting ball. All materials shall be disposed of properly. Trees with manufactured balls or balls that are dry, cracked or broken before or during installation will not be accepted.

- e. Substitutions of tree species will not be permitted unless authorized by the Village of Carpentersville. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to a similar variety.
- f. All trees shall be labeled by size and variety, with labels securely attached to all plants. Tree labels shall be durable and legible, with information given in weather resistant ink or embossed process lettering.
- g. Fresh dug material will be given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.
- h. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- i. Prior to commencing any planting, it is the responsibility of the contractor to coordinate the appropriate utility location services using Joint Utility Locating Information for Excavators (JULIE)
- j. Work performed by the contractor will only be conducted during normal Village business hours which, for the purpose of this contract, are 6 a.m. to 5 p.m. Monday thru Friday. If for whatever reason, such a condition is absolutely necessary, the contractor must request a waiver of this provision no less than 48 hours. The issuance of a waiver does not forgive the contractor from procuring any requisite permits that are necessary for afterhours work.

3. Mulching and Watering

All trees must have a spaded collar dug following the planting of the tree. Once backfilled, the root ball must be fully saturated with between 20 and 25 gallons of water, depending on existing soil conditions. A 3 inch deep ring of mulch must be installed around each tree prior to the completion of the contract. Upon completion of the planting, the contractor will install Village provided gator bags on all the trees and fill the bags.

4. Site Preparation and Marking

All locations in Exhibit C will be prepared prior to work being commenced by the Contractor. All sites will be stump ground and refilled. The specific locations will be marked by the Village. The Village will spray paint and flag the locations for easy identification during delivery and planting.

5. Species Distribution

Trees must be dispersed in a manner that contributes to the biodiversity of the community. Unless where absolutely necessary, the trees must be placed in locations where they are not adjoined by an adjacent or parallel property with an identical tree species. In locations where this is not possible based on project location, Contractor requires explicit direction from The Village to deviate from the aforementioned provision.

6. Village Inspection of Trees

Contractor shall coordinate with the Village's Arborist and approved nursery to set up inspections of trees two (2) weeks prior to planting. All trees shall be inspected and approved by Village Arborist prior to planting.

7. Applicable Specifications and Standards

American Standard for Nursery Stock, ANSI Z60.1. Current edition. American Association of Nurserymen, Inc., 1250 I St. NW, Suite 500, Washington, D.C. 20005.

Index of Garden Plants: The New Royal Horticultural Society Dictionary. Mark Griffiths. 1994. Timber Press, Inc. Portland OR.

American National Standard for Tree Care Operations, ANSI A300. Most current edition. International Society of Arboriculture, PO Box 3129, Champaign, IL 61826-3129

**Exhibit B
Schedule of Prices/Bid Worksheet
2017 Spring Tree Planting Project**

BID PRICE FOR:

Quantity	Minimum DBH	Species	Price Each	Total Price
36	2"	Swamp White Oak	\$ 228	\$ 8,208
20	2"	Bald Cyprus	\$ 222	\$ 4,440
37	2"	Northern Red Oak	\$ 230	\$ 8,510
36	2"	Pin Oak	\$ 222	\$ 7,992
36	2"	Hackberry	\$ 228	\$ 8,208
36	2"	Ginkgo Male	\$ 277	\$ 9,972
3	2"	Peking Lilac	\$ 230	\$ 690
39	2"	Sugar Maple	\$ 228	\$ 8,892
20	2"	London Plane Tree	\$ 228	\$ 4,560
TOTAL PRICE FOR ALL 263 TREES (A)				\$ 61,472

Price for delivery (B): \$ INCLUDED

Total Contract Price (A+B): \$ 61,472⁰⁰

List Any Substitutions Requested:

Exhibit C

Number	Area	Location
1.	E1	Club House (Wakefield)
2.	E1	24 Golfview Ln.
3.	E1	228 Harrison St.
4.	E1	363 Tee Lane (PLANT PEKING LILAC)
5.	E1	3056 Wakefield Dr.
6.	E1	2014 Unit C, Berkshire Circle
7.	E1	2014 Unit A, Berkshire Circle
8.	E1	2020 Unit F, Berkshire Circle
9.	E1	2021 Unit D, Berkshire Circle
10.	E1	2032 Unit D, Berkshire Circle
11.	E1	2032 Unit I, Berkshire Circle
12.	E1	2035 Unit B, Berkshire Circle
13.	E1	2035 Unit G, Berkshire Circle
14.	E1	2035 Unit H, Berkshire Circle
15.	E1	2045 Unit C, Berkshire Circle
16.	E1	3015 Unit D, Wakefield Dr.
17.	E1	3015 Unit G, Wakefield Dr.
18.	E1	2014 Unit H, Berkshire Circle
19.	E1	3032 Wakefield Dr. (North Side of House)
20.	KEELE	913 Cortney Dr.
21.	KEELE	913 Cortney Dr.
22.	KEELE	918 Cortney Dr.
23.	KEELE	919 Cortney Dr.
24.	KEELE	919 Cortney Dr.
25.	KEELE	922 Cortney Dr.
26.	KEELE	937 Cortney Dr.
27.	KEELE	958 Cortney Dr.
28.	KEELE	962 Cortney Dr.
29.	KEELE	1000 York Cir. (On Cortney Dr. N. Tree)
30.	KEELE	1000 York Cir. (On Cortney Dr. S. Tree)
31.	KEELE	1000 York Cir. (On Cortney Dr.)
32.	KEELE	1001 York Cir. (On Cortney Dr.)
33.	KEELE	1001 York Cir. (On Cortney Dr.)
34.	KEELE	1001 York Cir.
35.	KEELE	1321 York Dr. (On Cortney Dr.)
36.	KEELE	1321 York Dr. (On Cortney Dr.)
37.	KEELE	1502 Keele Cir. (On Keele Drive)
38.	KEELE	1502 Keele Cir. (On Keele Drive)
39.	KEELE	1704 Redwood Dr.
40.	KEELE	1800 Cambridge Dr.
41.	KEELE	1800 Cambridge Dr.
42.	KEELE	1801 Cambridge Dr.
43.	KEELE	1801 Cambridge Dr.
44.	KEELE	1801 Cambridge Dr.
45.	KEELE	1805 Cambridge Dr.

46.	KEELE	1805 Cambridge Dr.
47.	KEELE	1807 Cambridge Dr.
48.	KEELE	1807 Cambridge Dr.
49.	KEELE	1810 Cambridge Dr.
50.	KEELE	1810 Cambridge Dr.
51.	KEELE	1811 Cambridge Dr.
52.	KEELE	1811 Cambridge Dr. (On Aburdeen Drive)
53.	KEELE	1811 Cambridge Dr. (On Aburdeen Drive)
54.	KEELE	1812 Cambridge Dr.
55.	KEELE	1812 Cambridge Dr.
56.	KEELE	1814 Cambridge Dr.
57.	KEELE	1815 Cambridge Dr.
58.	KEELE	1815 Cambridge Dr.
59.	KEELE	1816 Cambridge Dr.
60.	KEELE	1823 Cambridge Dr.
61.	KEELE	1823 Cambridge Dr.
62.	KEELE	1825 Cambridge Dr.
63.	KEELE	1827 Cambridge Dr.
64.	KEELE	1828 Cambridge Dr.
65.	KEELE	1829 Cambridge Dr.
66.	KEELE	1831 Cambridge Dr.
67.	KEELE	1834 Cambridge Dr.
68.	KEELE	1834 Cambridge Dr.
69.	KEELE	1838 Cambridge Dr.
70.	KEELE	1842 Cambridge Dr.
71.	KEELE	1850 Cambridge Dr.
72.	KEELE	1852 Cambridge Dr.
73.	KEELE	1862 Cambridge Dr.
74.	KEELE	1900 Scott Cir. (S)
75.	KEELE	1900 Scott Cir.
76.	KEELE	1900 Scott Cir.
77.	KEELE	1900 Scott Cir.
78.	KEELE	1901 Scott Cir.
79.	KEELE	1901 Scott Cir.
80.	KEELE	1901 Scott Cir.
81.	KEELE	1901 Scott Cir.
82.	KEELE	2000 Cardiffe Cir.
83.	KEELE	2101 Aberdeen Dr.
84.	KEELE	2101 Aberdeen Dr. (On Cambridge Dr. East Tree)
85.	KEELE	2101 Aberdeen Dr. (On Cambridge)
86.	KEELE	2131 Aberdeen Dr. (On Cambridge Dr)
87.	KEELE	2131 Aberdeen Dr. (On Cambridge Dr)
88.	E4	54 Alameda Drive
89.	E4	431 Tulsa Ave.
90.	E4	74 Alameda Drive
91.	E4	78 Alameda Drive

92.	E4	80 Alameda Drive
93.	OLD TOWN	8 Maple Avenue
94.	OLD TOWN	425 Maple Avenue (Stanley Corporation)
95.	OLD TOWN	49 S. Lord Ave. (PLANT PEKING LILAC)
96.	OLD TOWN	114 Cottage Avenue
97.	OLD TOWN	114 Cottage Avenue
98.	OLD TOWN	132 Cottage Avenue
99.	OLD TOWN	132 Cottage Avenue
100.	OLD TOWN	218 N. Grove St.
101.	OLD TOWN	225 Charles St.
102.		315 Green St (PLANT PEKING LILAC)
103.	OLD TOWN	227 N. Lord Ave. (Side of House)
104.	OLD TOWN	227 E. 2nd St., East Dundee
105.	OLD TOWN	241 Grove St. (On Bill Aldis Ave)
106.	OLD TOWN	526 E. Edwards Ave
107.	OLD TOWN	250 Carpenter Boulevard
108.	ARAGON	1282 Brookdale Dr.
109.	ARAGON	1283 Brookdale Dr.
110.	ARAGON	1285 Brookdale Dr.
111.	ARAGON	1293 Brookdale Dr.
112.	ARAGON	1342 Brookdale Dr.
113.	ARAGON	1342 Brookdale Dr.
114.	ARAGON	1342 Brookdale Dr.
115.	ARAGON	Tree on Brookdale Dr. (East pkwy between stop sign and 1342 Brookdale Dr.)
116.	ARAGON	Tree on Brookdale Dr.(west pkwy, first tree south of fire hydrant)
117.	ARAGON	Tree on Brookdale Dr.(west pkwy, second tree south of fire hydrant)
118.	ARAGON	Tree on Brookdale Dr.(west pkwy, third tree south of fire hydrant)
119.	ARAGON	Tree on Brookdale Dr. (East pkwy between stop sign and 1342 Brookdale Dr.)
120.	New Port Cove	320 Spinnaker Cove
121.	New Port Cove	320 Spinnaker Cove
122.	New Port Cove	441 Harbor Dr.
123.	Winchester Glen	4015 Stratford Ln.
124.	Winchester Glen	4017 Stratford Ln.
125.	Winchester Glen	4039 Stratford Ln.
126.	Winchester Glen	Deerpath Ln. Median (by Carlisle)
127.	Winchester Glen	3523 Langston Ln. (PLANT SUGAR MAPLE)
128.	Winchester Glen	Deerpath Ln. Median (by Carlisle)
129.	Shenandoah	2901 Plantation Dr.
130.	Shenandoah	2907 Plantation Dr.
131.	Shenandoah	2907 Plantation Dr.
132.	Shenandoah	2914 Plantation Dr.
133.	Shenandoah	2921 Plantation Dr.
134.	Shenandoah	2924 Plantation Dr.
135.	Shenandoah	3040 Shenandoah Dr.
136.	Shenandoah	3048 Shenandoah Dr. (On Plantation Drive)

137.	Shenandoah	3060 Shenandoah Dr.
138.	Shenandoah	3064 Shenandoah Dr.
139.	Shenandoah	3067 Shenandoah Dr.
140.	Shenandoah	3072 Shenandoah Dr.
141.	Shenandoah	3084 Shenandoah Dr.
142.	Shenandoah	3101 Shenandoah Dr.
143.	Shenandoah	3101 Shenandoah Dr.
144.	Shenandoah	3108 Shenandoah Dr.
145.	Shenandoah	3108 Shenandoah Dr.
146.	Shenandoah	3112 Shenandoah Dr.
147.	Shenandoah	3112 Shenandoah Dr.
148.	Shenandoah	3116 Shenandoah Dr.
149.	Shenandoah	3118 Shenandoah Dr.
150.	Shenandoah	3118 Shenandoah Dr.
151.	Shenandoah	3120 Shenandoah Dr.
152.	Shenandoah	3120 Shenandoah Dr.
153.	Shenandoah	3122 Shenandoah Dr.
154.	Shenandoah	3203 New Market Ave.
155.	Shenandoah	3203 New Market Ave.
156.	Shenandoah	3203 New Market Ave.
157.	Shenandoah	3203 New Market Ave.
158.	Shenandoah	3203 New Market Ave.
159.	Shenandoah	3205 New Market Ave.
160.	Shenandoah	3205 New Market Ave.
161.	Shenandoah	3206 New Market Ave.
162.	Shenandoah	3210 New Market Ave.
163.	Shenandoah	3212 New Market Ave.
164.	Shenandoah	3212 New Market Ave.
165.	Shenandoah	3214 New Market Ave.
166.	Shenandoah	3703 Blue Ridge Dr.
167.	Glen Eagle	1417 Meadowsedge Ln.
168.	Glen Eagle	1522 Meadowsedge Ln.
169.	Glen Eagle	1523 Meadowsedge Ln.
170.	Glen Eagle	1525 Meadowsedge Ln.
171.	Glen Eagle	1546 Meadowsedge Ln.
172.	Glen Eagle	1548 Meadowsedge Ln.
173.	Glen Eagle	1602 Gleneagle Dr.
174.	Glen Eagle	1604 Gleneagle Dr.
175.	Glen Eagle	1624 Gleneagle Dr.
176.	Glen Eagle	1627 Gleneagle Dr. (S)
177.	Glen Eagle	1629 Gleneagle Dr.
178.	Glen Eagle	1629 Gleneagle Dr.
179.	Glen Eagle	1631 Gleneagle Dr.
180.	Glen Eagle	1636 Gleneagle Dr. (N)
181.	Glen Eagle	1638 Gleneagle Dr. (S)
182.	Glen Eagle	1642 Gleneagle Dr.

183.	Glen Eagle	1701 Farmside Dr.
184.	Glen Eagle	1711 Farmside Dr.
185.	Glen Eagle	1713 Farmside Dr.
186.	Glen Eagle	1719 Farmside Dr.
187.	Glen Eagle	1815 Van Dyke Ln. (N)
188.	Glen Eagle	1819 Van Dyke Ln.
189.	Glen Eagle	1820 Van Dyke Ln.
190.	Glen Eagle	1821 Van Dyke Ln.
191.	Glen Eagle	2248 Woodside Dr.
192.	Glen Eagle	2327 Woodside Dr.
193.	Glen Eagle	2336 Woodside Dr.
194.	Glen Eagle	2336 Woodside Dr.
195.	Glen Eagle	2342 Woodside Ct.
196.	Glen Eagle	2358 Woodside Ct.
197.	Glen Eagle	2372 Woodside Dr.
198.	Glen Eagle	2376 Woodside Dr. (By Fire hydrant)
199.	Glen Eagle	2376 Woodside Dr.
200.	Glen Eagle	2401 Meadowsedge Ln.
201.	Glen Eagle	2415 Meadowsedge Ln.
202.	Glen Eagle	2417 Meadowsedge Ln.
203.	Glen Eagle	2417 Meadowsedge Ln.
204.	Glen Eagle	2418 Meadowsedge Ln.
205.	Glen Eagle	2418 Meadowsedge Ln.
206.	Glen Eagle	2419 Meadowsedge Ln.
207.	Glen Eagle	2420 Meadowsedge Ln.
208.	Glen Eagle	2420 Meadowsedge Ln.
209.	Glen Eagle	2421 Meadowsedge Ln.
210.	Glen Eagle	2421 Meadowsedge Ln.
211.	Glen Eagle	2424 Meadowsedge Ln.
212.	Glen Eagle	2426 Meadowsedge Ln.
213.	Glen Eagle	2429 Meadowsedge Ln.
214.	Glen Eagle	2429 Meadowsedge Ln.
215.	Glen Eagle	2430 Meadowsedge Ln.
216.	Glen Eagle	2433 Meadowsedge Ln.
217.	Glen Eagle	2435 Meadowsedge Ln.
218.	Glen Eagle	2436 Meadowsedge Ln.
219.	Glen Eagle	2436 Meadowsedge Ln.
220.	Glen Eagle	2438 Meadowsedge Ln.
221.	Glen Eagle	2800 Forestview Dr. (On Woodside Drive)
222.	Glen Eagle	2804 Forestview Dr.
223.	Glen Eagle	2804 Forestview Dr.
224.	Glen Eagle	2807 Forestview Dr.
225.	Glen Eagle	2810 Forestview Dr.
226.	Glen Eagle	2810 Forestview Dr.
227.	Glen Eagle	2812 Forestview Dr.
228.	Glen Eagle	2816 Forestview Dr.

229.	Glen Eagle	2820 Forestview Dr.
230.	Glen Eagle	2848 Forestview Dr. (PLANT SUGAR MAPLE)
231.	Glen Eagle	2848 Forestview Dr. (PLANT SUGAR MAPLE)
232.	Glen Eagle	2503 Quail Cove
233.	Glen Eagle	2503 Quail Cove
234.	Glen Eagle	2812 Forestview Dr.
235.	Glen Eagle	2820 Forestview Dr.
236.	Glen Eagle	2825 Forestview Ct. (W) (On Forestview Drive)
237.	Glen Eagle	2849 Forestview Dr.
238.	Glen Eagle	2849 Forestview Dr.
239.	Glen Eagle	2850 Forestview Dr.
240.	Glen Eagle	2856 Forestview Dr.
241.	Glen Eagle	2823 Forestview Ct.
242.	Glen Eagle	2923 Deerpath Ln.
243.	Glen Eagle	2923 Deerpath Ln.
244.	Glen Eagle	2925 Deerpath Ln.
245.	Glen Eagle	2949 Deerpath Ct.
246.	Glen Eagle	2949 Deerpath Ct.
247.	Glen Eagle	2952 Deerpath Ln.
248.	Glen Eagle	2954 Deerpath Ln. (S)
249.	Spring Acre Hills	3259 Oak Knoll Rd.
250.	Spring Acre Hills	3281 Oak Knoll Rd.
251.	Spring Acre Hills	3281 Oak Knoll Rd.
252.	Spring Acre Hills	3259 Oak Knoll Rd.
253.	Spring Acre Hills	3401 Green Pastures Ln.
254.	Spring Acre Hills	3404 Green Pastures Ln.
255.	Kimball Farms	5728 Breezeland Rd .
256.	Kimball Farms	5732 Breezeland Rd.
257.	Kimball Farms	5763 Breezeland Rd.
258.	Kimball Farms	5765 Breezeland Rd.
259.	Kimball Farms	400 Elmridge Ct.
260.	Kimball Farms	7400 Grandview Ct.
261.	Kimball Farms	7095 Westwood Dr.
262.	Kimball Farms	3206 Pinewoods Ln.
263.	White Oaks	451 Windham Trail
264.	White Oaks	452 Windham Trail