



## **REQUEST FOR PROPOSAL**

# **Village of Homer Glen Public Parkway Tree Planting 2022 Fall Program**

**All Bids Must be Delivered in a Sealed Envelope to:**

**Village Clerk  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491**

**The Envelope Must be Marked:**

**Public Parkway Tree Planting 2022 Fall Program**

**All Bids Must be Delivered By:**

**Monday, August 22, 2022, 9:00 A.M.**

**Bids received after that time and date may be rejected.**

# Village of Homer Glen Public Parkway Tree Planting 2022 Fall Program

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**VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS  
NOTICE TO CONTRACTORS**

The Village of Homer Glen will receive proposals for the following improvements, at the Village Hall, 14240 W. 151<sup>st</sup> Street, Homer Glen, IL 60491, until 9:00 A.M. on August 22, 2022.

**Village of Homer Glen  
Public Parkway Tree Planting  
2022 Fall Program**

This project consists of the purchase and planting of approximately 100 trees in the Village public parkways in the fall of 2022. Trees are to be 2.5 inches in caliper and include a 36 inch diameter mulch ring with a three (3) inch layer of compost wood chip mulch. The planting of the trees for the fall program must be completed by November 18, 2022.

Proposals will be opened and publicly read aloud at 9:05 A.M. on August 22, 2022. No bid shall be withdrawn after the opening of the proposals without the consent of the Village Manager.

All proposals shall be sealed in an envelope, addressed to the Village Clerk Village of Homer Glen. The name and address of the bidder and the name of the project shall appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Village.

The Bid Documents, including specifications, are available at the Village of Homer Glen, 14240 W. 151<sup>st</sup> Street, Homer Glen, IL and on the Village website [www.homerglenil.org](http://www.homerglenil.org).

**A bid bond, or a certified check/bank draft drawn on a solvent bank**, payable without condition to the Village of Homer Glen in an amount not less than five percent (5%) of the bid shall be submitted with each proposal, as a guaranty that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the Village for the faithful performance of the contract, must be furnished by the successful bidder upon award of the contract. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Village, their best interests will be promoted thereby.

The Village also reserves the right to increase or decrease quantities.

## PROVISIONS FOR PROPOSALS

Proposals must be signed and dated with the name printed below the signature by an authorized officer or employee of the bidder.

A reference list must also be submitted with the bid documents. The references must be from municipal tree planting programs, similar in nature, which have taken place within the past three (3) years.

A list of nurseries that will supply the trees is to be submitted with the bid documents (see page 17.).

**A bid bond, or a certified check/bank draft drawn on a solvent bank**, payable without condition to the Village of Homer Glen in an amount not less than five percent (5%) of the bid shall be submitted with each proposal, as a guaranty that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

The Village of Homer Glen will award the project to the lowest most responsive and responsible bidder. However, the Village of Homer Glen reserves the right to accept or reject any proposal that in its' opinion, best serves the Village's interest. Any Bidder may be required to furnish evidence satisfactory to the Village of Homer Glen that the Bidder and their proposed subcontractors have sufficient means, expertise, experience and the financial ability to successfully complete the project per the specifications.

## INSTRUCTIONS TO BIDDERS

Completed Bids must be delivered to the Village of Homer Glen **NO LATER** than **9:00 a.m. Monday, August 22, 2022**. Proposals **must be sealed and labeled “Public Parkway Tree Planting 2022 Fall Program”**. All Proposals will be publicly opened at 9:30 a.m. on Monday, August 22, 2022. Proposals should be addressed to Public Parkway Tree Planting 2022 Fall Program.

Questions regarding this request for proposal should be in writing and directed to Christina Nietzke Troike, Village Clerk at: [cneitzke@homerglenil.org](mailto:cneitzke@homerglenil.org), by the end of business on August 15, 2022. **No oral comments will be made to any Bidder as to the meaning of the RFP and Specifications or other contract documents.** Answers will be provided in writing to all potential Bidders via our Village website. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

### EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

The Bidder shall, before submitting a Bid, carefully examine the Bid Package, Specifications, and form of Contract and Bond. Bidder shall inspect in detail the sites of the proposed work and become familiar with all the local conditions affecting the Contract and the detailed requirements of planting the trees. If this Bid is accepted, Bidders will be responsible for all errors in their Proposal resulting from their failure or neglect to comply with these instructions. The Village of Homer Glen will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

The Contractor to whom a contract is awarded will not be allowed any extra compensation as a result of any issues the Contractor did not inform themselves prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

### PREPARATION OF THE PROPOSAL

Bidders shall submit their Proposal on the forms furnished by the Village of Homer Glen. The Proposal shall be executed properly, and Bids shall be made for the item indicated in the Proposal form. Bidders shall indicate, in figures, a unit price of each item called for in the Proposal. All writing shall be in ink.

The Village reserves the right to reject bids which are in variance with the bid forms or are not fully completed.

If the Proposal is made by an individual, the individual's name and postal address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles and business addresses of president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the corporate secretary.

### PROPOSAL GUARANTY

Each Proposal shall be accompanied by a bid bond, bank cashier's check or a properly certified check for not less than five percent (5%) of the amount Bid, payable to the Village of Homer Glen.

### COMPETENCY OF BIDDERS

The Bidder, if a corporation or other business entity, shall show the name of the State in which the Bidder is incorporated or organized. Any Bidder incorporated or organized in a state other than Illinois shall include evidence from the Illinois Secretary of State that the Bidder is registered to conduct business in Illinois. Each Bidder shall furnish the Village of Homer Glen, upon request, with satisfactory evidence of their competency to perform the work contemplated. The Bidder, if requested, shall also answer questionnaires and information relating to their experience for performing work similar to that for which is being offered in the Proposal.

No proposal will be accepted from or contract awarded to any person, firm or corporation that appears to be in default, or in any debt of any contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary staff, facilities, equipment and financial resources to comply with the terms of the attached specifications and proposals.

### DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the Notice to Bidders. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Bidders.

### GUARANTY OF BID

The Contractor shall guarantee their bid for a period of sixty (60) calendar days from the date of receipt of bids.

### PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

### DISQUALIFICATION OF BIDDERS

Any one or more of the causes listed below may be considered as sufficient for the disqualification of a Bidder and the rejection of their Proposal.

- (a) Failure to submit a unit price for each item of work listed in the Proposal.
- (b) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (c) Evidence of collusion among Bidders.
- (d) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Village.

- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (g) Uncompleted work, which in the judgment of the Village of Homer Glen, might hinder or prevent the prompt completion of additional work.

#### AWARD OF CONTRACT

Unless all Proposals are rejected, Award of Contract will be made to the lowest most responsive and responsible Bidder whose Proposal complied with all the specifications. However, the Village of Homer Glen reserves the right to accept or reject any proposal that in its opinion, best serves the Village's interest. The successful Bidder will be notified in writing that their Bid has been accepted, and they have been awarded the Contract by the Village of Homer Glen.

If a Contract is not awarded within sixty (60) days after the opening of Proposal, a Bidder may file a written request with the Village of Homer Glen for the withdrawal of their Proposal without forfeiture of their Proposal Guaranty.

The provisions of this Contract and the monetary obligations therein shall be subject to Section 8-1-7 of the Illinois Municipal Code.

#### RETURN OF PROPOSAL GUARANTY

The Village of Homer Glen will hold the bid security of the two lowest bidders until after the award of the contract and until the Village has received from the lowest bidder satisfactory bonds and certificates of insurance, within the specified time.

All other bid security checks with the exception of the above shall be returned prior to the award of contract.

#### REQUIREMENT OF PERFORMANCE BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Village of Homer Glen a surety bond and a labor and material payment bond for the full amount of the Contract. The bond and surety shall be in a form that is acceptable to the Village of Homer Glen.

#### REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate Bids, irregularities of any kind, or Proposals otherwise regular which are not accompanied by the proper Proposal Guaranty shall be rejected as informal or insufficient. However, the Village of Homer Glen reserves the right to reject any or all Proposals and to waive any technical errors as may be deemed best for the interest of the Village.

#### FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and provide an acceptable bond, as provided herein, within fifteen (15) days from the date of the award of the contract from the Village of Homer Glen, will be considered as just cause for the annulment of the Award and the forfeiture of the Proposal Guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

### CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The work herein specified shall be prosecuted with such force as the Village may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the Village, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the Village for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the Village of Homer Glen shall have full right and authority to take the work out of the hands of the Contractor and employ other workmen to complete the unfinished work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due and owing to the Contractor.

### SUSPENSION OF WORK

Should the Contractor, with the approval of the Village Manager, stop work, or should the weather conditions in the opinion of the Village Manager be such that the work could not be properly and safely performed, then the Village Manager may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper planting, and in any case of stoppage of work, the contractor shall at their own expense store materials and be responsible for all accidents as though the work was in progress.

### INDEMNIFICATION PROVISION

The Contractor shall indemnify and hold harmless the Village of Homer Glen and its respective officers, employees and agents from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the tree planting work shown herein for this project, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than said work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Village of Homer Glen any of its respective officers, employees or agents by an employee of the Contractor, any Sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

It is not intended to preclude any common law indemnity in the foregoing indemnification provision.

The Contractor shall agree that for the purpose of any litigation between the Village and the Contractor concerning the Contract for tree planting, its enforcement, or the subject matter thereof, venue shall be in Will County and the laws of the State of Illinois shall govern the cause of action.

### **WAGE RATE REQUIREMENTS**

Replacement of trees due to certain conditions, such as Emerald Ash Borer infestation, are not subject to State of Illinois prevailing wage requirements. This project is for the planting of trees that are planted as a replacement due to the removal of diseased or irreparably damaged trees, or trees that constitute a hazard, and therefore not subject to payment of the prevailing hourly wage rate.

### **MEETING BEFORE WORK BEGINS**

A pre-planting meeting shall be held with the Village prior to starting work. At this time the Contractor shall submit a Progress Schedule to the Village for review. The Contractor will provide original proof of insurance and all required financial guarantors to the Village at or prior to this meeting.

## **PROJECT SPECIFICATIONS**

This shall be a unit price contract and shall include all work mentioned in the Project's Specifications and any other work, not specifically mentioned, that is necessary for planting the trees in a good workmanship like manner. Any conflicts or omissions in the Specifications are to be brought to the attention of the Village and its decisions in resolving these matters shall be final. The Contractor shall in no way take advantage of any conflicts or omissions should they occur, and it shall be their responsibility to bring any of them to the attention of the Village so that they can be properly resolved.

The quantities bid upon in this Proposal are estimated quantities. The Contractor shall be paid for actual quantities, in place, as agreed upon by the Village and Contractor. Any work described in the Specifications for which there is not a bid item shall be considered incidental to the Contract.

The Contractor shall contact JULIE 1-800-892-0123 (or verify with the Village that JULIE has been contacted), minimum of 48 hours prior to start of planting trees.

### 1. Location

The planting of trees will be restricted to the public parkways and properties within the boundaries of the Village of Homer Glen, Illinois. There will be approximately 200 locations where the trees are to be planted. The locations will be marked and confirmed by the Village.

### 2. Tree Planting

A. The process of planting is to follow the *International Society of Arboriculture Best Management Practices: Tree Planting (2005)*, and the *ANSI A300 (Part 6) – 2012 Planting and Transplanting*.

B. Trees are to be covered during transport and care is to be taken to avoid branch damage.

C. The excavated hole will be twelve inches larger in diameter than the balled tree that will be planted in that hole. The whole depth shall only be as deep as the tree ball.

**D. The rootball is placed in the hole such that the root flare is planted at ground level or one inch above.**

E. Once at proper depth and orientation, the backfill soil is firmly tamped around the rootball.

F. Twine and visible burlap must be removed past the shoulder of the ball by the planting crew at planting.

G. A two to three inch thick mulch layer will be spread around the base of the new tree to cover the excavation area (36 inches in diameter). Mulch should not be more than 3 inches deep and must be kept 4-6 inches away from the trunk. The successful bidder shall insure that the trees are set in the hole, placed straight and at the proper depth.

H. A thorough watering shall follow the backfilling operation.

- I. All rocks, and stones excavated from the planting site shall be discarded as unsuitable surplus materials. Rocks and stones shall not be used as a backfill. It will be the responsibility of the contractor to remove any and all unsuitable backfill material and excess soil from the Village.
- J. All phases of the tree planting will be inspected by Village staff and/or arborist.
- K. The contractor shall keep daily records of work completed on forms furnished by the Village of Homer Glen.

3. Tree Selection and Quantities

The public parkway trees are to be individually selected by the Village, from the supplying nurseries. All supplying nurseries are to be Illinois Department of Agriculture Certified nurseries and all nursery stock adheres to the *ANSI z60.1-2004 American Standard for Nursery Stock*. Village staff shall walk through the nurseries and attach field tags to the appropriate trees. The selected trees shall have a caliper of 2.5 inches (measurement of diameter at a point six inches above ground) and not more than 12 feet in height.

The tree choices are listed on the attached Bid Price Sheet (pages 19 and 20). The quantities listed are estimated and used only for canvassing of bids. Nothing herein contained shall be construed as an obligation of the Village of Homer Glen to order or pay for any quantity other than the amount determined by the Village Manager.

4. Substitute Material

No substitution without approval from the Village will be allowed.

5. Public Relations

The successful bidder shall endeavor at all times to maintain good public relations.

6. Replacement Guaranty

The contractor pricing shall include a one year guaranty. The guaranty pricing for a planted tree shall be for one full year after the planting date, and shall replace any tree that fails to thrive, or dies, within that year at the contractor's expense. The replacement tree shall be of the same size, species and quality of the tree it is replacing. The replacement tree shall be guaranteed, by the Contractor, for one year after the date which it is planted.

7. Equipment

The contractor is to supply all necessary tools, vehicles, and equipment needed for planting. The Village of Homer Glen shall not be responsible for providing any manpower nor materials for accomplishing the work as stipulated in this document.

8. Utilities

It shall be the sole responsibility of the contractor to notify J.U.L.I.E. at least 48 hours prior to commencement of tree planting operations to ensure that locations for underground utilities are provided. Payment for the repair of damage to any utilities as a result of failing to make proper notification will be solely the responsibility of the contractor.

9. Completion Time

The successful bidder will be required to complete the planting of said trees in the parkways of the Village of Homer Glen by November 18, 2022, or within thirty (30) days from the date of direction to start from the Village of Homer Glen.

10. Tree Quality

Trees selected for planting in the Village of Homer Glen shall be healthy, free of insects and disease, and shall be of good straight form. Selected trees shall also be free of bark bruises, and scrapes on the trunk or limbs, before and after planting. Selected trees shall have a straight trunk with limbs not lower than four feet above ground.

All trees selected for planting in the Village of Homer Glen shall be of the tree form of the species.

11. Sub-Contractors – Assignment of Work

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract with the Village or their right, title, or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Village Manager of Homer Glen, but in no case shall consent relieve the Contractor from their obligations or change the terms of the contract.

12. Safety

The Contractor shall insure that all its employees or agents shall abide by all general safety regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

The Contractor shall comply with all federal, state and local laws with regards to the background checks. For security purposes, all staff assigned to Village of Homer Glen premises must be bonded and insured.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Nothing contained in the insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract. **THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.**

13. Damages

The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the Village properties caused by the actions of its employees or agents, unless said damage occurred under circumstances beyond their reasonable control as determined by the Village.

Repair of all damages including but not limited to sidewalks, bike paths, walking paths, driveways, curbs, streets, fire hydrants, buffalo boxes, lawn sprinkler systems, street and traffic

signs, light standards, other structures, lawns or other trees occurring during the operations of this Planting Contract shall be accomplished at the Contractor's expense. Repairs or replacements shall be accomplished as soon as possible after the date damage occurred.

Any damage to the property caused by the Contractor's operations shall be resolved within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

14. Trespass on Land.

The Contractor shall confine their operations and storage of materials and equipment to the job site public right-of-way, easements or public parks. The Contractor shall exercise extreme caution so as not to trespass upon private property of third parties not involved in the contract.

15. Traffic Control and Protection.

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities. Traffic Control and Protection will not be paid for separately, but the costs shall be considered as included in the cost of the Contract and no additional compensation will be allowed. Work shall not begin until traffic control and protection has been placed by the contractor.

16. Protection of Existing Facilities

The Contractor shall make provisions so far as practicable at all cross streets, sidewalks, and bike/walk trails for the free passage of bike and foot passengers. Neither the materials nor equipment used in the installation of the work shall be so placed as to prevent free access to all fire hydrants, water valves, gas valves, man holes, in the vicinity. The contractor shall keep the various work sites and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site.

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the contractor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due without penalty.

17. Accessibility of Contractor

Contractor shall supply cell phone numbers, daytime office numbers, and e-mail contact information of supervisors handling this job. The Contractor shall return all calls within one hour of the Village placing the call. On-site response time for complaints must be made within

24 hours of the initial call being made by the Village. The Contractor must assign an English speaking crew leader to monitor all work being performed within the Village. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

#### 18. Billing & Payment

In order to ensure sufficient time for the payment to be processed, invoices must be submitted for payment no later than 12:00 PM on the fifteenth (15<sup>th</sup>) day of each month. Invoicing/payments will be based on the actual amount ordered.

#### 19. Insurance Protection.

The Contractor shall maintain general liability and automobile liability insurance in the amount of no less than one million dollars (\$1,000,000) combining single limit (CSL) per occurrence and general liability of one million dollars (\$1,000,000) CSL per occurrence and two million dollars (\$2,000,000) aggregate. An excess umbrella liability shall be provided with minimum limits of five million (\$5,000,000) per occurrence. The Contractor shall cause the Village of Homer Glen to be named as an additional insured under the policies.

Proof by means of a Certificate of Insurance shall be filed with the Village prior to the commencement of the services under this contract. Such policy shall not permit termination or modification without at least thirty (30) days prior written notice to the Village. A new Certificate of Insurance shall be filed with the Village of Homer Glen at least thirty (30) days prior to the expiration or termination of an existing policy of insurance.

The Contractor shall also provide Workman's Compensation Insurance for all of its employees in the amounts required by statute. Any outstanding lawsuits due to landscape maintenance services must be made known in the proposal.

#### 20. Compliance with All Laws

The Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances. Furthermore, compliance with all applicable federal, state, and local laws, regulations and ordinances shall be the responsibility of the Contractor and not the Village.

The Contractor shall obtain, at their own expense, all permits and licenses required by Federal, State, or local law or ordinance, rule or regulation and maintain same full force and effect.

#### 21. Termination

It is agreed that if the Contractor is declared bankrupt, either voluntarily or involuntarily, then this agreement shall terminate effective on the day and at the time the bankruptcy petition is filed, subject however, to the Village's rights to recover for any breach under such Contract.

If the Contractor fails to meet the terms outlined in this agreement, the Village may, but need not be required to, take the following actions:

Notify the Contractor in writing of its default under the agreement and that this agreement will be terminated unless the Contractor shall perform to the satisfaction of the Village within five

(5) days of the date of the aforesaid notice was mailed by the Village. In the event the default has not occurred, the Village may terminate this agreement and the Village's obligation and the Contractor's rights hereunder shall cease and be of further force and effect.

The Village shall have the right to contract with another party to provide such services should the Contractor not perform as specified in this agreement, and any expenses incurred in excess of the existing rates herein specified shall be assessed to and paid by the Contractor. In addition, the Contractor shall pay to the Village all its expenses including, but not limited to, attorney's fees arising out of or in connection with or otherwise resulting from such failure of performance on the part of the Contractor. Any and all rights of the Village shall be cumulative.

**RETURN WITH BID**

Project Name: Village of Homer Glen  
Public Parkway Tree Planting Program  
2022 Fall

Local Agency: Village of Homer Glen, Illinois  
County: Will

(If an individual)  
Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Business Phone \_\_\_\_\_

Business Email \_\_\_\_\_

.....  
(If a partnership)  
Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Business Phone \_\_\_\_\_

Business Email \_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)  
Corporate Name

---

Signed by  
President

---

Business Address

---

---

Business Phone

---

Business Email

---

Insert  
Names of  
Officers

---

---

---

Attest:

**REQUIRED LIST OF NURSERIES SUPPLYING TREES**

<u>NURSERY NAME</u>	<u>LOCATION OF NURSERY</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

**REQUIRED REFERENCES**

List below at least three different government entities (municipality, park district, forest preserve, etc.) for which your organization has performed tree planting work within the last three (3) years.

1.

_____	_____
Name	Telephone Number
_____	_____
Address	Contact Person
_____	
City and State	

2.

_____	_____
Name	Telephone Number
_____	_____
Address	Contact Person
_____	
City and State	

3.

_____	_____
Name	Telephone Number
_____	_____
Address	Contact Person
_____	
City and State	

**BID PRICE SHEET**  
**Public Parkway Tree Planting**  
**2022 Fall Program**  
**With 1 year Guaranty from Time of Planting**

*All trees are to be 2.5" in caliper and not more than 12' in height.  
 Non-Prevailing Wage applies.*

<b><u>Tree Species</u></b>		<b><u>Quantity</u></b>	<b><u>Unit Price Tree Planted</u></b>	<b><u>Total</u></b>
Quercus muehlenbergii Chinkapin Oak		11	\$	\$
Quercus macrocarpa Bur Oak		11	\$	\$
Quercus robur Red Oak		11		
Malus red jewel Red Jewel Crabapple		15	\$	\$
Gleditsia triacanthos var. inermis Honey Locust, thornless		11	\$	\$
Gymnocladis dioicis Kentucky Coffee Tree		8	\$	\$
Ulmus minor New Horizon New Horizon Elm		11	\$	\$
Celtis occidentalis Common Hackberry		8	\$	\$
Carpinus caroliniana American Hornbeam		8	\$	\$
Ostrya virginiana Ironwood (American Hophornbean)		8	\$	\$
			\$	\$
<b>Total Quantity</b>		<b>102</b>	<b>Total Cost</b>	<b>\$</b>

*The Village reserves the right to adjust quantities and species of trees after the low bidder has been determined.*

## **BID SUBMISSION CHECKLIST**

- Bid Bond
- Signature Page
- Required List of Nurseries
- Required References
- Bid Price Sheet for Fall 2021
- Include Copy of this Request for Proposal