

AGENDA
COMMITTEE OF THE WHOLE
DECEMBER 15, 2020
2200 Harnish Drive
Village Board Room
7:45 P.M.

In light of the current COVID-19 public health emergency, Governor J.B. Pritzker’s Gubernatorial Disaster Proclamation, and the Village’s Continuation of Proclamation of Local Disaster Emergency in response thereto, the Village President has determined that an entirely in-person meeting is not practical or prudent because of the disaster. This meeting will be held remotely and in-person, but there will be a limit of ten (10) in-person seats available for the public in the Village Board Room. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process. The complete Committee of the Whole packet is posted at the Algonquin Village Hall and may be viewed online via the Village Board’s link on the Village’s website, www.algonquin.org. If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/91847206662> or dial in (877)853-5257, (888)475-4499, or (312)626-6799 webinar ID **918 4720 6662**. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting. Remote meetings will be recorded for the purpose of accurate meeting minute.

Trustee Jasper – Chairperson
Trustee Brehmer
Trustee Glogowski
Trustee Spella
Trustee Steigert
Acting President Sosine

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider an Agreement with Landscape Concepts for the Annual Tree Pruning Services
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– MEMORANDUM –

DATE: December 8, 2020

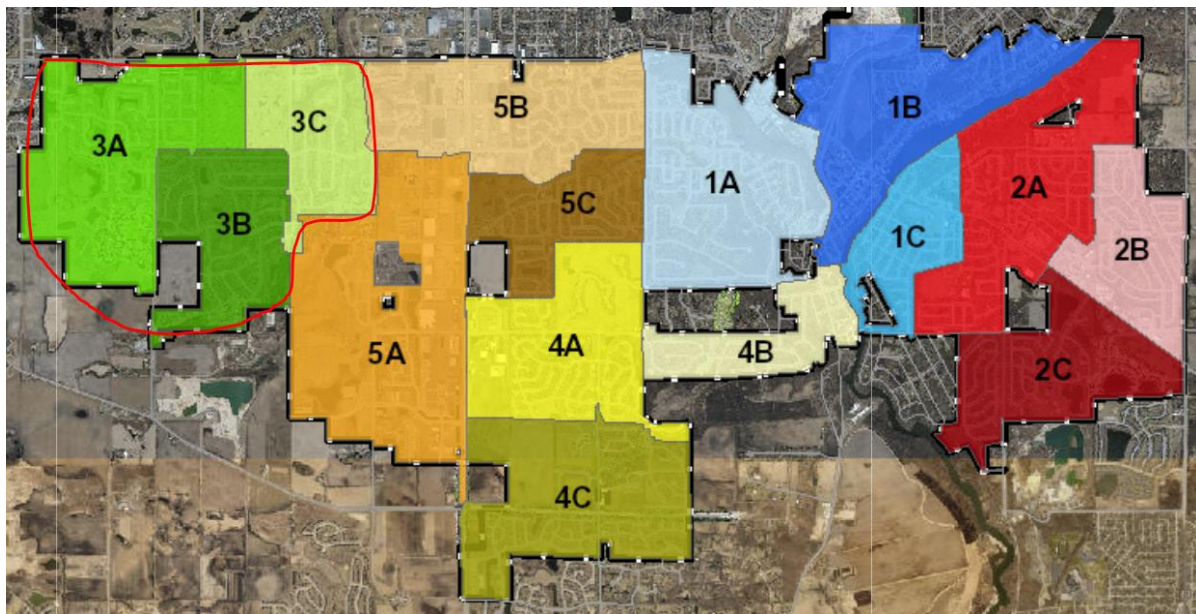
TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Superintendent

SUBJECT: Annual Tree Pruning Program Recommendation

We have processed a request for proposals for the annual tree-pruning program. We are so grateful for support in contracting this work. Once this season is complete, we will be back to our regular pruning maintenance schedule for these items, which keeps our liabilities and reactive work at bay.

Scheduled for this year is pruning zone #3, as noted below, which includes the following subdivisions: Manchester Lakes, Prestwicke, Terrace Hill, Terrace Lakes, The Coves, Fairway View Estates, Woods Creek Valley Estates, and Creekside.



We received four (4) responses to our request, which came in priced as follows:

Tree Size	Estimated Quantity	Landscape Concepts		Trees R Us		Winkler's Tree		Kramer Tree	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0-6	1422	\$ 15.90	\$ 22,609.80	\$ 18.90	\$ 26,875.80	\$ 15.00	\$ 21,330.00	\$ 32.00	\$ 45,504.00
6-12	2250	\$ 20.70	\$ 46,575.00	\$ 37.80	\$ 85,050.00	\$ 40.00	\$ 90,000.00	\$ 54.00	\$ 121,500.00
12-18	481	\$ 29.70	\$ 14,285.70	\$ 56.70	\$ 27,272.70	\$ 55.00	\$ 26,455.00	\$ 142.00	\$ 68,302.00
18-24	15	\$ 41.40	\$ 621.00	\$ 75.60	\$ 1,134.00	\$ 75.00	\$ 1,125.00	\$ 195.00	\$ 2,925.00
24-36	2	\$ 65.00	\$ 130.00	\$ 113.40	\$ 226.80	\$ 120.00	\$ 240.00	\$ 295.00	\$ 590.00
Greater than 36	0	\$ -	\$ -	\$ 153.00	\$ -	\$ 195.00	\$ -	\$ -	\$ -
Total Cost:			\$ 84,221.50		\$ 140,559.30		\$ 139,150.00		\$ 238,821.00
		Colored cells had inaccurate math on proposal sheet; not detrimental to bottom line ranking							

I have investigated the references for Landscape Concepts of Grayslake, IL. and all responses have been very positive. They seem to be well known and qualified to do the work. The budget for this work was \$130,000. I have attached the specifications for your review.

We are excited to begin another season of maintenance of this wonderful Village asset. I, therefore, recommend the Village Board award this work for \$84,221.50 to Landscape Concepts Management of Grayslake, IL.

I look forward to your response.



Village of Algonquin

The Gem of the Fox River Valley

REQUEST FOR PROPOSAL

The Village of Algonquin is receiving proposals for Tree Pruning Services. Proposals must be received no later than **12/4/2020 at 3 P.M.** Proposals will be reviewed no later than **12/7/2020 at 3 P.M.** at which time the Village will consider awarding the work to the least costly of the three most qualified (as determined by the Village) proposers. The Village may, at its discretion, award all, some, or none of the work. These seasonal services shall begin no later than Monday, January 4, 2020.

INFORMATION TO PROPOSERS

1. PROPOSAL INFORMATION:
 - A. Proposals, to receive consideration, **MUST** be received prior to the time specified in the request. Proposals received after the specified hour will not be accepted. Mailed proposals, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Digital submissions are preferred. Proposals may be submitted to: stevludwig@algonquin.org.
 - B. Unless otherwise specified, providers **MUST** use the proposal form furnished by the Village. Failure to do so may cause proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.
 - C. Paper proposals having any erasures or corrections **MUST** be initialed by the provider in ink. Proposals must be signed. Awarded work will require a purchase agreement, which will include the proposed pricing and specifications. This purchase agreement must be signed in ink prior to commencing the work. **A digital version of the proposal sheet will be provided upon request.**
 - D. Proposal **MUST** include the location and description of the proposer's permanent place of business.
 - E. Proposal **MUST** provide five (5) references where similar services have been performed in comparable economic scope. "Municipal" references are to be provided if able.
 - F. Proposals should include additional evidence tending to show that the proposer is adequately prepared to fulfill the contract. **This shall include the typical number of employees assigned to the work each day of the week,** and the typical equipment compliment provided each day.
 - G. Proposals **MUST** include a signed copy of the Non-Collusion Certification form (included in specifications)
 - H. This maintenance work is not required to be quoted at prevailing wage rates.
2. PRICES AND SERVICES TO BE FIRM: Proposers warrant by virtue of proposal that prices, terms, and conditions quoted in the proposal will be firm for acceptance for a period of ninety (90) days from the date of proposal opening, unless otherwise agreed to by the Village or the proposer collectively.

3. **SIGNATURE REQUIRED:** All quotations and proposals **MUST** be signed by an officer or employee having authority to bind the company or firm by his signature.
4. **VARIATIONS TO SPECIFICATIONS:** For purposes of evaluation, the proposer **MUST** indicate any variations from the Village's specifications terms, and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the Village's specifications, terms, and conditions.
5. **TAXES:** The Village of Algonquin is exempt from the payment of Illinois Sales Taxes.
6. **SIGNED PROPOSAL CONSIDERED AN OFFER:** The signed proposal shall be considered an offer on the part of the proposer, which offer shall be deemed accepted upon the approval of the Village of Algonquin, and in case of a default on the part of the proposer or contractor after such acceptance, the Village of Algonquin may take such action, as it deems appropriate including legal action for damages or specific performance.
7. **PRICES FOR THE WORK:** The Village shall pay, and the contractor shall receive, the prices stipulated in the proposal made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the contractor under and as required by the contract.
8. **PAYMENT OF INVOICES:** Once a month, except as hereinafter provided, the contractor shall submit to the Village, an invoice for payment for the months' work performed.

The Village will make payments to the contractor within 30 calendar days after the approval by the Village of the contractor payment request. No payment shall constitute an acceptance of any work not in accordance with the contract documents.

9. **FAILURE TO COMPLETE WORK ON TIME:** This contract is not assignable by contractor, provided, however, subcontracting is allowed as specified herein. If the contractor shall assign this contract, or abandon the work, or shall neglect or refuse to comply with the instructions of the Village relative thereto, or shall fail in any manner to comply with the specifications or stipulations herein contained, or if at any time the Village shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public, or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the contractor to that effect. If the contractor does not, within forty-eight (48) hours thereafter, take such measures as will in the judgment of the Village insure the satisfactory completion of the work within the prescribed time, or prevent unnecessary inconvenience to the public, or prevent unnecessary expense to the Village, the Village may put on the necessary forces, at the cost to the contractor, to correct such delay or the Village may declare the contractor to be in default and terminate the contract as provided for herein.
10. **STANDARD BOND REQUIREMENTS**

A. Performance Bond

The successful bidder shall furnish a performance bond equal to the amount of the contract for the year, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide.

11. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance when required. The contractor shall be liable for any damages or loss to the Village occasioned by negligence of the proposer (or his agents or any person the provider has designated in the completion of services as a result of this proposal). Contractor shall provide the Village of Algonquin a certificate of insurance naming the Village as an additional insured as outlined below. Contractor is to maintain this coverage

from the commencement of work until completion. The contractor shall pay the cost of this insurance. Minimum insurance required of all contractors and vendors is noted below in the "Purchase Order Insurance Requirements" section.

12. **HOLD HARMLESS:** Contractor agrees to indemnify, save harmless, and defend the Village of Algonquin, its agents, servants, and employees from any and all lawsuits, claims, demand, liabilities, losses, or expenses which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.
13. **RESERVATIONS, REJECTIONS, AND AWARD:** The Village of Algonquin reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and reserves the right to award the contract for services or equipment to the provider the Village deems will best serve its interests.
14. **SPECIFICATIONS:** Any omission of detail specifications stated herein that would render the materials/services/equipment inappropriate for use as specified will not relieve the provider from responsibility.
15. **EQUAL OPPORTUNITY CLAUSE:** In the event of the proposer or contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Commission Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the Village of Algonquin.
16. **ANTI-COLLUSION STATEMENT:** The signed proposer shall not divulge, discuss, or compare his proposal with other proposers and shall not collude with any other proposer or parties.
17. **PRE-PROPOSAL QUESTIONS:** Any questions regarding proposals should be directed to the General Services Superintendent, Steve Ludwig at steveldudwig@algonquin.org, or (847) 658-2754.

TREE PRUNING OPERATIONS SPECIFICATIONS

1. **Contract Term:** Pruning for 2020/21 is to be performed between December 15, 2020 and April 15, 2021. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contract may be extended up to two additional pruning seasons at rates as submitted on the proposal.
2. **Working Hours:** Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.
3. **Unsatisfactory Performance:** The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.
4. **Contractor Representative:** The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.
5. **Extent of Services:** The Village reserves the right to modify the work quantity in any way. Quantities listed for each season are estimates and may not fully reflect the total work, or available funding for each season. Actual quantities and available budgets will be related prior to the commencement of work.

6. Reports: Contractor shall provide a detailed monthly (or more often if requested) service report outlining services and billing for the services provided during that previous month. Reports shall include as a minimum: size, quantity, and location of each tree serviced.
7. Employees: Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised by a qualified International Society of Arboriculture Certified Arborist, and uniformed at all times.
8. Equipment and Vehicles: Equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. Equipment shall not be refueled or otherwise maintained in grassy areas. Equipment shall be moved to a hard surface for servicing and any spills cleaned up immediately. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public. Work must be performed in a manner that any debris is thrown away from nearby persons or property and debris will not be discharged on to private property.
9. References: The contractor shall provide a minimum of five (5) references, preferably related municipal contracts, with the company/ client name, address, contact person, and phone number. In addition, include a brief description of the services and dates of services provided and annual contract value.

Description of Services

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that pruning is performed in a manner that will maintain a healthy, clean, and professional appearance.

General Requirements

1. Pre-Tree Trimming Operations Meeting

The successful contractor shall be required to attend a meeting scheduled by the Village of Algonquin prior to performing any tree-trimming operations. A written trimming schedule shall be submitted to the Village at this meeting. If the contractor finds it necessary to deviate from this schedule, the Village is to be notified prior to any changes being made. The Village shall be notified at least seven (7) working days prior to the start of tree trimming operations. Attendance by the contractor at this meeting declares that the contractor has carefully examined the proposal, plans, specifications, standards, form of contract and supplemental specifications and the contractor understands that he waives all right to plead misunderstanding regarding tree trimming operations and contract procedures.

2. Observance of Laws, Ordinances, and Regulations

The contractor at all times during the term of this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

3. Protection of the Public

Public safety is of the utmost importance. The contractor shall exercise all necessary caution to protect pedestrian traffic and the motoring public. The contractor shall be responsible for maintain proper traffic control and is required to comply with all OSHA, ANSI, and IDOL trade standards as well as all safety laws of the Federal, State, local and Village governments. The current specification of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition shall apply to the maintenance operation. Proper warning signs and devices are required during all hours of tree trimming operations. The

contractor shall make every effort to insure that driveway aprons and the street are not obstructed with branches and materials that would prevent residents from entering and leaving their property.

4. Protection of Public and Private Property

All necessary and reasonable precautions shall be taken to avoid damage to existing structures, plants, and lawns. Any pavements, sodded and planted areas, structures and substructures, which are disturbed during the execution of any work, shall be restored to their original condition or better by the contractor. Should any damage or unauthorized disturbance to and public property (including pavements and sidewalks) or utility facility occur, the contractor shall immediately notify the owner of the property or facility as well as the Village of Algonquin Public Works Department.

5. Protection of Overhead Utilities

Contract tree trimming operation will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility company if damage should occur and shall be responsible for damage due to contractors operations. The contractor shall make arrangement with the appropriate utility company for removal of all necessary limbs and branches, which may conflict with, or create a personal injury hazard in conducting the trimming operations of this contract.

6. Street Closures

Closure of any street or lane shall not be permitted unless authorized by the Director of Public works. If approval is granted, all proper barricading and detouring of traffic shall be accomplished in conformance with the latest edition of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations.

7. Work Crew Supervision

The contractor shall provide supervision of each crew at all times while working in the Village. Each supervisor must have an up to date Certified Arborist designation, must be able to converse in the English language and shall be authorized to accept and act upon directives issue by the village or their designee. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury, proper damage, or safety hazards. All employees of the contractor, working in the Village, are expected to conduct themselves in a safe, friendly, and professional manner. The contractor shall immediately notify the Village of any accidents or injuries and provide all pertinent information in a written report. This report shall include, but not be limited to location of the accident or injury, nature of the accident, vehicles involved, and other information requested by the Village. Neither the contractor, nor his agents or employees shall solicit gratuities of any kind for the performance of any work included in the contract. Violation of the provision of this item shall be grounds for termination of this contract.

8. Hours of Operation

All contractor tree-trimming operations shall be performed between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Not tree trimming operations shall be performed on Saturdays, Sundays, or legal holidays unless requested in writing and approved by the Director of Public Works. All scheduled tree trimming operation shall be completed by April 15th of the contract year.

9. Resident Notification and Contact

Contractor's crewmembers are likely to have contact with the Village resident during the performance of pruning operations and are expected to respond to residents in a courteous and professional manner. Residents in areas schedule for contract tree trimming operations will receive information from the Village prior to pruning activities. Copies of the information will be provided to the contractor at the pre-tree trimming meeting for furnishing to residents who may not have received the information. Additionally, the contractor will be provided with a phone number of Village personnel for referring resident questions, concerns, etc.

10. Inspections by Village Personnel

The Village at any time, during and/or following tree trimming operations shall inspect the sites, trees, contractors trimming practices, etc., to determine contractor compliance with specifications, requirements, and ordinances. Follow up corrections requested or required are incidental to the contract.

11. Right to Suspend Work

The Village reserves the right to suspend the work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work; or until such time necessary by reason of failure on the part of the contractor to carry out direction given, or to perform any or all provisions of the contract. No additional compensation shall be paid to the contractor because of such suspension.

12. Licenses and Permits

Should it be necessary for tree trimming operations to occur on rights-of-way under the jurisdiction of an entity other than the Village of Algonquin, it shall be the responsibility of the contractor to obtain all necessary permits, lane closure permits, and other needed authorization to conduct trimming operation on these rights-of-way. The contractor shall provide all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

13. Subcontracts

The contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the Director of Public Works. The subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the contractor. All require notices, work orders, directives and requests will be directed to the Contractor. All direction given to the subcontractor in the field shall bind the contractor as if notice had been given directly to the contractor.

14. Severability

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

15. Concurrent Operations

This a non-exclusive contract with the Village. The Village reserves the right to use other contractors or its own employees to perform tree trimming or tree maintenance work similar to that being performed under terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

16. Location and Scheduling of Work

The anticipated areas to be trimmed have been indicated in the trimming schedule exhibit A, attached hereto. This schedule is provided for estimating quantities for tree trimming to be accomplished throughout the term of the contract and is to be used for the purpose of comparing bids only. The Village reserves the right to change, add, or delete areas or quantities to be trimmed in each of the scheduled years as it deems to be in its best interest. The amount of tree trimming to be performed each year is conditioned upon the total amount of funds budgeted and approved for tree trimming in each fiscal year. Upon approval of the proposal, the Village shall give notice to the contractor of the areas to be trimmed, the approximate number of each size of tree to be trimmed in the areas, and the total amount of the annual trimming contract, which shall not be exceeded by the contractor. The contractor shall submit, for approval, a schedule of the trimming operations. All trimming shall be completed no later than April 15th of each year. Unless otherwise authorized by the Director, failure of the contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the contractor is in default of the contract. The contractor shall not exceed the total annual monetary amount authorized. The Village reserves the right to alter any forms issued for us under this contract as needed in order to insure the collection of all data necessary to update records and evaluate contractor performance.

17. Prohibited Equipment

The contractor shall not allow any person to use shoes with spikes, spurs, climbing irons, or any other footwear that may cause injury to the trees under the terms of this contract.

18. Overnight Parking on Street

No vehicles or equipment shall be parked overnight in the street or parkway without prior authorization of the director of Public Works. The Village may, or may not, provide overnight locations for staging of equipment locally.

19. Pruning Requirements

All tree trimming shall be done in accordance with the following:

- a. ANSI A300 (Part 1) - 2017 Pruning
- b. ANSI Z133 – 2017
- c. Best Management Practices 3rd Edition - 2019, International Society of Arboriculture

Tree trimming/ pruning operation shall include maintenance pruning consisting of crown cleaning, crown thinning, crown raising, crown restoration, as well as the removal all objectionable branches otherwise described as dead, dying, diseased, interfering , and weak branches. All tree trimming/pruning operations shall be accomplished within the following requirements:

- a. Collar cuts shall be made to promote wound closure under normal conditions. Wound paint/dressing shall not be utilized, unless specified by the Village.
- b. Branches and limbs larger than 1 inch in diameter shall be precut (undercut) to prevent splitting or tearing of the bark. All pruned limbs/branches shall be removed from the crown of the tree prior to the end of day's operations.
- c. Branches in excess of 4 inches in diameter shall be lowered to the ground with ropes or other mechanical devices/equipment.
- d. At least one of all crossing or rubbing branches shall be removed.

- e. To the extent possible, all tree trimming operations shall be conducted in an effort to achieve the natural form and shape of the tree. Pruning operations shall leave 50% of the foliage evenly distributed in the lower 66% of the trees crown. Pruning operations shall not remove more than 25% of the total tree foliage in a single year.
- f. Limbs shall be removed which overhand building so as to provide a minimum of ten (10) feet of clearance between the building and remaining limbs. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determination cannot be easily made, the Village shall be consulted.
- g. Water sprouts and suckers shall be removed from the trunk and main laterals.

20. Equipment

Equipment used by the contractor for pruning shall be of sufficient type, capacity, and quantity to safely and efficiently perform the pruning work as specified. Under no circumstances shall any motorized equipment be permitted to be driven on parkways, driveways, or public areas while performing work under the provisions of this contract. All equipment to be used by the contractor shall be listed and supplied in writing with the proposal. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on site demonstration of the capability of any proposed equipment to provide satisfactory performance. Testing and certification records for equipment may also be requested/required. In the event the contractor's equipment breaks down in the field or otherwise, the contractor will supply replacement equipment within twenty-four (24) hours of the breakdown.

21. Clean Up and Disposal

All material and/or debris produces as a result of tree trimming operation shall be removed from site each evening prior to work crews leaving the site. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches and logs shall be removed from the parkway at the end of the day's operation. Areas experiencing trimming operations are to be left in a condition equal to that which existed prior to the commencement of trimming operations. Proposer is advised that the proposal includes contractor/proposer hauling and disposal of all tree debris at legal disposal locations of the contractors/proposer's choice, with all associated costs being the responsibility of the contractor/proposer and included in the proposed pricing. No temporary storage of material and/or debris will be permitted on Village sites or work areas.

22. Aerial Line Clearance

It shall be the responsibility of the contractor to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. All relate tree trimming/pruning operations shall be accomplished with the following requirement:

- a. Attention is to be give to the extent possible to present a symmetrical appearance after the tree is reduced from proximity to the overhead utility lines. Trees should be shaped to remain in an appearance that is shapely and typical of their species. Sides shall be reduced in order to maintain a tree like form.
- b. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.
- c. Trees shall not be reduce by more than 1/3 of the total area existing prior to trimming.

23. Precautions

The contractor shall take all necessary steps and precautions to protect the trees from insect and disease damage that may be caused by the contractor trimming operations. The following minimum precautions shall be taken:

- a. Trees and branches having thin bark and being susceptible to sun scald shall be trimmed during the dormant season so that damage will be minimized.
- b. Trees suspected of being infected or diseased shall be trimmed in a manner to minimize the spread of the infection or disease. Tools and other equipment capable of transmitting the infection or disease shall be disinfected with alcohol after each cut has been made and shall be thoroughly cleaned after each tree had been trimmed.
- c. Elm trees susceptible to Dutch Elm Disease shall not be trimmed between the period of May 1 through October 15 without direction of the Village.

24. Notice of Defective Trees

During tree trimming operations, the contractor shall provide written notice to the Village of the locations of all trees suspected of being diseased or infected, structurally weak, having split crotches or branches, and having decayed trunks or branches.

25. Inspection of Work

All phases of the parkway tree trimming operations performed under this contract will be subject to inspection by and with the approval of the Village. The Village shall have the right to inspect any materials or equipment to be used for the duration of the contract. The contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work finished under this contract up to the time of final acceptance by the Village. Items not complying therewith may be rejected by the Village and be replaced by the contractor at no cost to the Village.

26. Measurement and Payment

Tree trimming shall be paid for at the contract unit cost each for tree trimming of the size class specified and multiplied by quantity of trees trimmed. The classification of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of tree shall be measured at a height of 4.5 feet above the average ground level of the tree. Multi-stemmed trees having a crotch less than 4.5 feet above the ground shall be measured at the height of one foot below the crotch. It is the contractor's responsibility to ensure that the measurements are consistent for accurate and proper billing. The information that the Village initially provides is strictly based upon measurements taken within the last 12 months prior to assigning the seasons work according to this request for a proposal. Any inconsistencies with measurement information shall be brought to the attention of the Village prior to billing.

The contractor shall submit invoices on a monthly basis. Payment of such invoices shall be made within thirty (30) days after receipt and following the satisfactory inspection of completed work to permit the updating of necessary records that allow for invoice verification. All invoices shall contain trimming dates, address, number of trees at address, species, DBH, and invoice amount.

Size Classes by DBH

- 0-6 inches
- 6(+)-12 inches

- 12(+)-18 inches
- 18(+)-24 inches
- 24(+)-36 inches
- 36 inch or greater

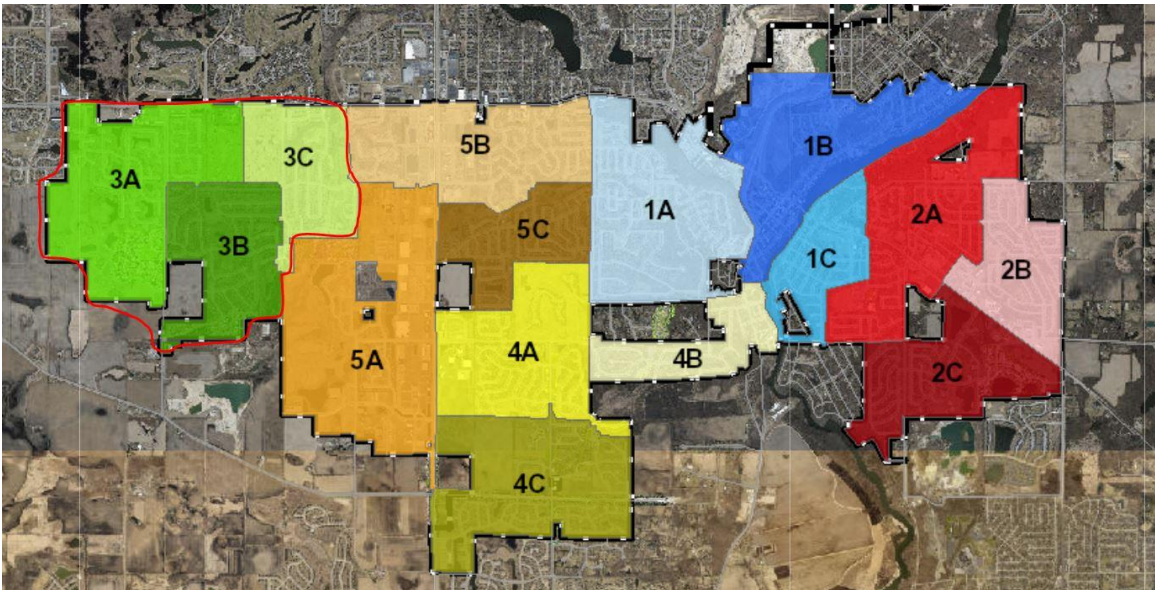
27. Terms of Contract

The initial term of this contract shall be a one (1) year period expiring May 1, 2021. Upon mutual agreement of both parties, the contract may be extended up to two additional years at the same unit pricing. The amount of work to be completed in each year of the contract is solely dependent upon the funds appropriated each year by the Village Board for the purposes of contractual tree trimming. This contract places no obligation on the Village to appropriate funds for said work. It is understood by the contractor that the quantities listed in the trimming schedule is an estimate of the work to be completed during each year and are only listed for the comparison of bids and use of preparing annual budgets. The Village reserves the right to add and delete quantities to this contract as it deems in the best interest of the Village.

Any questions relative to this document should be addressed to:

Steve Ludwig, Village of Algonquin General Services Superintendent
(847) 658-2754 ext. 411, or steveludwig@algonquin.org

Exhibit A – Trimming Zones 3A, 3B, and 3C



Proposal Form – Tree Pruning 2020-21

Firm Name, Address, and Phone Number:

Date:

Authorized Signature:

Tree Size	Estimated Quantity	Unit Price	Total Price
0-6 Inches	1422		
6-12 Inches	2250		
12-18 Inches	481		
18-24 Inches	15		
24-36 Inches	2		
Greater than 36 Inches	0		
	2020-21 total cost:		

**VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS**

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. Commercial General Liability Insurance

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. Commercial Automobile Liability Insurance

Limits: Each Occurrence \$1,000,000

3. Workers Compensation/Employers Liability Insurance

Limits: Coverage A Statutory

Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. Umbrella Excess Liability Coverage *Required if an "x"*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary noncontributory basis.

5. Professional Liability Coverage *(required if professional services are being provided)*

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before

receipt of Certificates of Insurance; or

2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

**NON-COLLUSION CERTIFICATION
FOR
VILLAGE OF ALGONQUIN LANDSCAPE MAINTENANCE BID**

By Submission of this proposal, the Proposer _____ certifies,
Name of Proposer

That (s)he is _____ of _____ and,
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

Or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.