

The Morton Arboretum
Invitation to Bid for Tree Production and Delivery

The Morton Arboretum (alternatively, the “Arboretum” or the “Purchaser”) will accept sealed bids for Tree Production and Delivery in accordance with the general terms of the invitation for bid attached hereto as Appendix A and the specifications described in Appendix B (the “Scope”). Specifications and all bid documents as set forth herein are also available on-line at ChicagoRTI.org.

Bids must be received from a “Bidder” by Trinity Pierce (via email to tpierce@mortonarb.org) on or before 4:00 p.m. on June 30, 2023, and any bids received immediately after such time shall not be considered.

Following bid opening and review by the Arboretum, pending contract awards, as determined by the Arboretum, will be posted on the Chicago Region Trees Initiative website at ChicagoRTI.org.

All prices quoted in the bid proposal shall be valid for a minimum of 60 days from the date of the bid opening in order to allow the Arboretum and the selected bidder time to execute a contract evidencing the terms and conditions of the selected bid subject to the terms herein (the “Contract”).

Bidders are advised to note the following requirements of the Contract:

1. 100% Performance Bond and Labor and Material Payment Bond; and
2. Insurance Certificate and Endorsement.

The initial term of the Contract shall be in full force to and including from the date of execution to November 2028, when the contract shall be completed, subject, however, to the right of the Arboretum to cancel and terminate the same at any time by giving thirty (30) days’ notice in writing to the Bidder. In the event of such cancellation, the Bidder shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever. Upon normal expiration of the Contract, the Bidder shall continue, at the sole option of the Arboretum, to provide service on a month by month basis, under the same terms and conditions, for the period not to exceed eight (8) months.

Due to budget restrictions, the Arboretum reserves the right to add or delete from the Contract as required. No adjustments in contract unit prices or additional compensation will be made for decreases or increases in the quantities or services from the Contract.

The Arboretum reserves the right to reject any and all bids or to waive any technical deficiencies, discrepancies, or lack of required information in the bids. The Arboretum does not discriminate in admission, access to, treatment, or employment in its programs or activities.

All detailed questions concerning the actual bid specification are to be forwarded in writing via email no less than five (5) business days prior to the scheduled bid opening date as set forth above and shall be directed to:

Trinity Pierce at tpierce@mortonarb.org

General questions regarding this Legal Notice shall be directed to:

Trinity Pierce at tpierce@mortonarb.org

The bid process set forth herein and any agreed upon Contract are subject to the Equal Employment Opportunity Clause set forth Schedule 1 attached hereto, the General Supplemental Additional Conditions set forth in Schedule 2 and the Construction Supplemental Additional Conditions set forth in Schedule 3.

Appendix A

THE MORTON ARBORETUM INVITATION FOR BID CONTRACT FOR TREE GROWING AND SUPPLY

Intent: The intent of this Invitation for Bid is to enable the Arboretum to establish a relationship with a Bidder to provide Tree Growing and Supply as specified in this bid document. This Invitation for Bid is open to all Bidders actively engaged in growing and supplying trees as specified herein. The Bidders will be required to demonstrate their capability through references or by means acceptable to the Arboretum. The Bidder must have the ability to supply needed quantities. Bids should be submitted in accordance with the Bid Sheet form attached hereto.

Scope of Work: It is the intent of the Arboretum to establish a relationship with one to three (1 to 3) nurseries/firms for the growing and supply of quality trees for the Arboretum in accordance with the Scope. Bidders are requested to bid on each species as listed in the Scope.

Receipt of trees will take place in either early spring or late fall, depending on the recommended arboricultural practices. The Arboretum will review the species list with the Bidder to identify which species and when they should be dug and provided.

Bid Evaluation/Award: It is the intention of the Arboretum to take delivery of all trees, awarded through this contract, five years after the start of the contract. Bids will be evaluated by using estimated quantities multiplied by the unit costs. Contract award shall be made based on the Total Extended Cost as listed on the Detail Cost Sheet, with an amount paid to the Bidder, on an annual basis for five years, not to exceed one fifth (1/5) the Total Extended Cost of the awarded contract or the approved fiscal year budget; and on the basis of the ability, in the estimation of the Arboretum, the Bidder is capable of meeting the Arboretum's specified schedule. During the term of the Contract, the Arboretum reserves the right to purchase any additional trees listed on the Detail Cost Sheet at the unit price bid.

Certification and Inspection: All Bidders and products supplied by the Bidders shall be certified by the Illinois Department of Agriculture. All nurseries that supply trees shall have been inspected by the Bureau of Plant and Aviary Protection under provisions of the Illinois Insect Pest and Plant Disease Act, Section 16 et. Seq. of Chapter 5, Illinois Revised Statutes.

Subcontractors to Bidder: Bidders responding to this Invitation for Bid shall provide information on the form provided with the Bid Sheet regarding the firm that will perform each portion of the work by indicating the Bidder's name, address, phone, email address, and contact person. If the Bidder elects to use a subcontractor, the name of the firm, address, phone, email address, and contact person shall be provided for each and every subcontractor. The subcontractor(s) shall be bound by the conditions of the contract between the Purchaser and the Bidder and shall perform in accordance with all terms of the

contract and specification. All required notices, work orders, directives, and requests for emergency services will be directed to the Bidder. All directions given to the subcontractor on the work site shall bind the Bidder as if the notice had been given directly to the Bidder. Failure to list any subcontractors may result in disqualification of the bid.

References: Bid submittals shall include at least three (3) references for services comparable to this specification. References shall include the company name, contact name, mailing address, phone, and email address. Bidders are advised that references may be contacted by the Purchaser during the review of the bid submittals.

Exceptions: Any exceptions to the Scope must be listed on the Detail Exceptions Sheet.

Without limiting the terms of anything else set forth herein, the Contract to be entered into by the parties shall provide for the following:

1. Safety: The Bidder shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Bidder shall abide by all EPA and OSHA standards and regulations. The Arboretum is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. Any practice obviously hazardous in the option of the Arboretum shall be immediately discontinued by the Bidder upon his receipt of instructions from the Arboretum to discontinue such practice.
2. At all times, during the life of this contract, the Bidder shall observe and abide by all Federal, States, and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction. Traffic Control and Protection: This item of work shall include furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic, pedestrians, and cyclists during the construction of this improvement. These items and procedures will be strictly enforced.
3. Traffic control and protection shall be provided as called for in these special provisions applicable Highway Standards, application sections of the "Standard Specifications", or as directed by the Purchaser.
4. The following traffic control requirements are of special importance. Conformance to these requirements, however shall not relieve the Bidder from conforming to all other applicable requirements of the Standard Specifications for Road and Bridge Construction.

The governing factor in the execution and staging of work for this project is to provide the residents, pedestrians, cyclists, and motoring public with the safest possible travel conditions wherever this project takes place. The Bidder shall so arrange his operations as to keep the closing of any street section to a minimum. All traffic control devices used on this project shall

conform to the special provisions, traffic control standards, "Standard Specifications for Traffic Control Devices" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", most recent editions. No modifications of these requirements will be allowed without prior written approval from the Purchaser. Traffic control devices include: signs and their supports, signals, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, warning, or guiding traffic through the construction zone.

The Bidder shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Bidder shall cover all traffic control devices which are inconsistent with detour or lane assignment patterns during the transition from one construction site to another. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours. The Bidder shall furnish, post, and remove "No Parking" signs as required and/or directed by the Purchaser.

The Bidder shall ensure that all traffic control devices they install are operational 24 hours a day, including Sundays and holidays.

The Bidder shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Purchaser, the Bidder shall remove all traffic control devices which they furnish, install, and maintain under this bid, and such devices shall remain the property of the Bidder. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Purchaser.

When traveling in lanes open to public traffic, the Bidder's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Purchaser.

Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Purchaser. Delays to the Bidder caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

The Purchaser may require additional traffic control to be installed in accordance with standards and/or designs other than those included in these specifications. In such cases, the standards and/or designs will be made available to the Bidder at least one (1) week in advance of the

change in traffic control. This work will be considered incidental to the contract and will not be included as a pay item.

5. Basis for Payment: This work shall be paid for at the contract unit cost per species of tree provided, at the unit cost bid on the Detailed Cost Sheet for each species of tree, which price shall include all labor, equipment, and materials necessary. This work shall also include all costs related to delivery of trees to between ten (10) to twenty (20) locations. Payment on any given invoice may be withheld by the Purchaser for work not completed according to prescribed specifications. In this event, the Bidder must correct deficiencies at their own expense before any further payments will be made.
6. Bidder's Representative: The Bidder shall provide qualified supervision of each crew at all sites while working under this contract. Each supervisor must be able to converse in the English language. Each supervisor shall be authorized by the Bidder to accept and act upon all directives issued by the Purchaser. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Bidder is in default of the contract unless such directives would create potential personal injury or safety hazards.
7. Delivery: All materials shipped to the Purchaser must be shipped F.O.B. and delivered to designated location(s) identified by the Purchaser. If delivery is made by truck, arrangements must be made in advance by the Bidder in order that the Purchaser may arrange for receipt of the materials. The materials must then be delivered where directed and at time specified. All trees shall be delivered with a moist, intact root ball, and protected from wind damage at all times. Trees damaged in deliver will be rejected and replacements will be required from the Bidder.
8. Indemnification: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Purchaser against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiative by any person whatsoever, arising or alleged to have arisen out of work described herein. Except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Purchaser.

The Bid is subject to the following conditions:

1. Electronic Bid Documents: **Bidders that download PDF documents from the Purchaser's website must immediately notify Trinity Pierce at tpierce@mortonarb.org if they intend to submit a response to the bid documents.** This step is necessary to establish a communication link between the Purchaser and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Purchaser, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the Chicago Region Trees Initiative website at ChicagoRTI.org.

2. Submittal of Bid: Bids must be submitted to the attention of Trinity Pierce at tpierce@mortonarb.org, no later than June 30, 2023 at 4:00 p.m. Bids arriving after the specified time will not be accepted. Only electronic bids will be accepted. Bidders shall place in the "Subject" line of the email that includes the bid: Bid for Contract Growing.
3. Withdrawal of Bid: Bidders may withdraw or cancel their bid, via email, at any time prior to the advertised bid opening time and must email this request to Trinity Pierce at tpierce@mortonarb.org.
4. Bidder's Qualifications: No award will be made to any Bidder who cannot satisfy the Purchaser that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully. The Purchaser's decision or judgment on these matters shall be final, conclusive, and binding. The Purchaser may make such investigations as it deems necessary. The Bidder shall furnish to the Purchaser, under oath if so required, all information and data the Purchaser may request for the purpose of investigation.
5. Preparation of Bid: The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents. The Purchaser will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.
6. Compliance with Laws: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of the bids or the performance of the contract.
7. Alternate to Bids: Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Purchaser's written decision of approval or disapproval of a proposed substitution shall be final. Alternative bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids as required for all bids only clearly labeled Alternate Bid. Bidders are cautioned that, if an alternative bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, *if required*, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.
8. Form of Contract: The form of contract between the Purchaser and the successful Bidder will be a purchase order referencing the bid specification and the bid submitted by the successful Bidder.
9. Bid Review: The Purchaser reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Purchaser will be served by such action. Furthermore, the Purchaser reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Purchaser may determine as follows:

1. An equal or alternative is a satisfactory substitute;

2. An early delivery date is entitled to more consideration than price;
3. An early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates;
4. A Bidder is not a responsible Bidder; and
5. What exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, or corporation that is in arrears or is in default to the Purchaser upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Purchaser, or had failed to perform faithfully any previous contract with the Purchaser.

10. Bid Results: Following the bid opening and review period, pending contract awards will be posted on the Purchaser's website at (ChicagoRTI.org), under Contract Growing. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award.

BID SHEET

Detail Cost Sheet

Note: Bidder must complete all portions of the Bid Sheet

(Total price must be transferred to the Tree Growing and Supply Program Table)

Tree Type	Common Name	Latin Name	Quantity (2000 trees total)	Proposed Quantity (if less than bid request)	Unit Price	Total
3	American hazelnut	<i>Corylus americana</i>	35			
1	bald cypress	<i>Taxodium distichum</i>	50			
3	Black-haw viburnum	<i>Viburnum prunifolium</i>	50			
3	Dogwood, Pagoda	<i>Cornus alternifolia</i>	50			
3	Dogwood, red-osier	<i>Cornus sericea subsp. sericea</i>	50			
2	Elm, Frontier	<i>Ulmus</i> 'Frontier'	100			
1	Elm, Triumph™	<i>Ulmus</i> 'Morton Glossy' TRIUMPH™	80			
3	Fringe tree	<i>Chionanthus virginicus</i>	75			
2	Hickory, bitternut	<i>Carya cordiformis</i>	50			
2	Hickory, shagbark	<i>Carya ovata</i>	20			
2	Hornbeam, American	<i>Carpinus caroliniana</i>	75			
2	Ironwood	<i>Ostrya virginiana</i>	75			
1	Kentucky coffeetree	<i>Gymnocladus dioica</i>	35			
1	Linden, American	<i>Tilia americana</i>	50			
3	Magnolia, sweet bay	<i>Magnolia virginiana</i>	100			
3	Nannyberry	<i>Viburnum lentago</i>	60			
1	Oak, northern pin	<i>Quercus ellipsoidalis</i>	75			
2	Oak, shingle	<i>Quercus imbricaria</i>	50			
1	Oak, Shumard's	<i>Quercus shumardii</i>	60			
1	Oak, swamp chestnut	<i>Quercus michauxii</i>	75			

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1)

It is understood that the Purchaser reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: _____

Tree Growing and Supply Program 2023 - 2028

Year One Payment (not to exceed 1/5 th of total cost)	\$
Year Two Payment (not to exceed 1/5 th of total cost)	\$
Year Three Payment (not to exceed 1/5 th of total cost)	\$
Year Four Payment (not to exceed 1/5 th of total cost)	\$
Year Five Payment (not to exceed 1/5 th of total cost)	\$
Grand Total Cost for All years	\$

Bidder has not altered any of the written text within this document. Only those areas requiring input by the Bidder have been changed or completed. Signature: _____

If it is the Bidder's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Purchaser must be advised of the subcontractor's company name, address, telephone, and email address and the contract person's name at the time of bid submittal.

Will you be utilizing a subcontractor _____ Yes _____ No
 If yes, have you included all required information with the bid submittal? _____ Yes _____ No

-OR-

NO BID – Keep our company on your Bidders List
 Signature: _____

Date: _____

NO BID – Remove our company from your Bidders List

Signature: _____

Date: _____

NOTE: Please feel free to attach further explanation if desired as to your reasons for not submitting a bid.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____(Company Name) is not barred by law from submitting a bid to the Purchaser for the project contemplated herein because of conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____(Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65ILCS 5/11-42.1; and that

_____(Company Name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq.; and that

_____(Company Name) certified they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

_____(Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

_____(Company Name) has not discussed the evaluation or pricing of this proposal with any third party and has kept all documents and information received in this process confidential and will continue to do so.

Bidder's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip Code

E-mail Address

Phone number

Fax Number

Date

SUBCONTRACTOR INFORMATION
(must be submitted with Bid Sheet)

Sub-contractor's Name: _____

Address: _____

Email Address: _____ Phone: _____

Contact Person: _____

Type of Work Being Completed: _____

Sub-contractor's Name: _____

Address: _____

Email Address: _____ Phone: _____

Contact Person: _____

Type of Work Being Completed: _____

Sub-contractor's Name: _____

Address: _____

Email Address: _____ Phone: _____

Contact Person: _____

Type of Work Being Completed: _____

(List additional sub-contractors if needed)

Appendix B

Scope

Nursery: The nursery shall be certified by the Illinois Department of Agriculture. The bidder shall provide license number and certification with the bid submittal.

Field/Plot Location : The field(s) and/or plot(s) in which the trees will be grown shall be within 100 miles of the Purchaser and have growing conditions similar to those where the Purchaser intends to plant the trees. The Purchaser shall provide the location where the trees are to be planted and verification that the nursery is within 100 miles of this location shall be provided by the Bidder. The Purchaser will furnish the addresses at least thirty (30) days prior to the anticipated delivery.

Acreage: The nursery shall own/lease adequate acreage to grow the trees required within the Contract. Any land that is leased shall be identified as such and lease documentation shall be included in the bid submittal.

Tree Stock and Early Receiving: Trees may be *bag or air pruned pot grown*, propagated by the Bidder and/or planted as liners. Adequate tree quantities shall be planted commencing spring 2024, to supply trees for planting beginning in Spring of 2028 and ending in the fall of 2028 (faster growing trees can be received before the fifth year once they hit the target caliper and height). Trees shall not be transplanted after they have been lined in the field and bag or air pruned pot trees shall be transplanted as necessary to prohibit circling roots. See Exhibit A for species and quantity schedule. All growing practices shall meet or exceed ANSI standards.

Early receiving: If certain trees hit the target caliper and height prior to year 5 of the contract the Purchaser will take delivery of the trees at that time. In the event this occurs, the Bidder shall notify the Purchaser at least sixty (60) days prior to the anticipated delivery window. Following the standard delivery schedule trees will be taken in the spring and fall seasons.

Type 1 Shade Tree Sizes: Type 1 Shade Trees will be considered ready for planting when they reach a minimum 1.5 - 2 inch caliper and an average height range of 8 to 10 feet. In general, these trees have a range of growth rates from moderate to fast. Caliper shall be measured 6-8 inches above the root flare. The height of the tree shall be measured from the top of the tree root flare to the top of the crown.

Type 2 Shade Tree Sizes: Type 2 Shade Trees will be considered ready for planting when they reach a minimum 1.5 - 2 inch caliper and an average height range of 6 to 8 feet. In general, these trees have a slow growth rate. Caliper shall be measured 6-8 inches above the root flare. The height of the tree shall be measured from the root flare of the tree to the top of the crown.

Type 3 Multi-Stemmed and Ornamental Trees: Multi-stemmed or ornamental trees will be considered ready for planting when they reach a minimum 1.5 - 2" caliper and/or an average height range of 4 to 6

feet. Caliper shall be measured 6-8 inches above the root flare. The height of the tree shall be measured from the root flare of the tree to the top of the crown.

Height of Branching: The trunk shall be free of branches 3 feet above the root flare for most species. Trunks for trees with ascending branches shall be free of branches 3 feet above the root flare. Multi-stemmed trees are excluded from this specification.

Balance and Form: The crown of the tree shall be in good balance with the trunk. The form and shape of the crown shall be consistent with the species. Poorly balanced and misshapen trees will not be accepted. All planting and production standards shall meet ANSI standards.

Root Ball Diameters: Root ball diameters shall conform to the following standards:

Trunk and Stem Location: The trunk or stem shall be located in the center of the root ball with a maximum deviation of 10% of the diameter.

Root Ball Depth: The root flare of the tree shall be at the top of the root ball and shall not be buried in dirt or other matter. The root ball depth shall not be less than 60% of the diameter of the root ball.

Root Ball Cover: The root ball shall be delivered intact with either:

1. Biodegradable cover (e.g. burlap) with the cover over the root ball; or
2. A tree growing bag in which the tree was grown.
3. An "air pruning" pot in which the tree was grown.

Maintenance: During the growing process, trees shall be cared for following the most current ANSI standards. Care shall include fertilization, pruning, and watering through drip irrigation that will allow for the trees to grow to the minimum planting size and condition, including balance, and form. All work shall be performed by qualified personnel.

Annual Inspections: The Purchaser shall inspect all trees annually to ensure that the growing schedule is being adhered to and that the conditions of the trees are in line with expected growing rates, shape, and form for each species.

Reduced Quantities: The Purchaser may reduce the overall quantities for any single planting season for the entirety of the contract. If this were to occur, the Bidder may be asked to provide the quantities in out years, or the trees may be released so the Bidder could sell the trees to other buyers.

Shortages and Substitutions: Due to unforeseen circumstances, such as weather, disease, insects, or other circumstances outside of the control of the Bidder, the Bidder may not have the ability to supply a limited quantity of a single or multiple species required for the planting season. In these circumstances, the Bidder may acquire trees through another certified nursery within the mile restriction for the Purchaser. No further payment above the contracted amount will be paid by the Purchaser should the

Bidder acquire trees through another source. In the event that this occurs, the Bidder shall notify the Purchaser sixty (60) days prior to provide the Purchaser with a detailed plan including the name of the nursery or nurseries in which the Bidder intends to acquire the trees. Prior to digging the trees or acquiring the trees, the Purchaser will inspect and tag the trees at alternate nurseries. All delivery costs associated with the use of an alternative nursery shall be paid by the Bidder.

Substitutions: Species other than those listed may be submitted for consideration or as substitution, in place of the listed species. The suggested quantity and pricing for the suggested species must be listed in the appropriate columns. To be considered, substitution species must also be listed in the Bid Exception Sheet.

TREE SPECIFICATION SUMMARY

All trees shall conform to the American Associations of Nurserymen's Standards for Nursery Stock (most current edition) ANSZI Z60. The trees shall be:

1. Healthy and free of insects and disease.
2. Free of bark injuries on their trunk and limbs, both before and after deliver.
3. Single stem: straight with a single leader trunk and have the minimum required caliper diameter with branching as specified.
4. Multi stem: straight with multiple stems and have the minimum required height as specified.
5. Before digging, all trees to be provided under the terms of this contract are to be tagged at the nursery by the Purchaser in either early fall or late summer. If trees are planted without prior inspection by the Purchaser, the Bidder will be required to immediately remove and replace any trees which the Purchaser deems unacceptable.
6. All trees shall be freshly excavated, within twenty (20) days of the planting operation from the Bidders supplier or own nursery.
7. Root balls shall be protected from drying out and care shall be taken to prevent balls from freezing on all trees.
8. During transportation to the Purchaser the Bidder shall exercise care to prevent injury to the trees. The Purchaser may, upon inspection, reject any injured tree(s) and require the Bidder to replace the tree(s) at no additional cost to the Purchaser within five (5) working days after notification to the Bidder.
9. Trees selected for planting shall be locally grown as specified.
10. The Bidder shall supply a certificate of origin prior to acceptance of any trees under this contract.
11. All trees include a one (1) year warranty *in the singular instance where the entire species of trees ordered die*. If all trees of one species die or are not 75% alive with the central leader 100% alive, as determined by the Purchaser, within one (1) year after planting must be replaced by the Bidder with a different species and timeframe to be agreed after the one (1) year warranty. There shall be no additional charges for the necessary replacement trees. The Bidder shall not be required to replace trees damaged by vehicle accidents or acts of vandalism. All replacement trees will carry a one (1) year warranty extension as if the replacement tree was the original planted tree, from the date that the actual replanting is complete. The same guideline outlined above will be used to determine the tree's condition for replacement.

Schedule 1
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of the Contract, the Bidder agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public contracts) of minorities and women in the areas(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisement for employees place by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Bidder in its efforts to comply with such Act and Rules and Regulations the Bidder will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time-to time be requested by the Commission or the contracting agency, and in all respect comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contract so that such provision will be binding upon every such subcontractor;; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every

supply contract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Bidder will be liable for compliance with applicable provisions of this clause by all of its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Bidder will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation.

The Arboretum does not discriminate on the basis of handicapped status in admission or access to its facilities, or treatment or employment of its personnel, or availability to its programs or activities.

The Contract shall restate the foregoing conditions and obligations.

Schedule 2

GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

1. Scope of Work: The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the Purchaser. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The Purchaser is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.
2. Toxic Substances: Prior to delivery of any materials which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods for handling such products, as well as the antidote for neutralizing materials required for its first aid (Materials Safety Data Sheet).
3. Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Purchaser before final payment on the contract is issued.
4. Termination of Contract: The Purchaser reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Purchaser may procure, upon such terms and in such a manner as the Purchaser may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Purchaser that, in the sole opinion of the Purchaser, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.
5. Hold Harmless Agreement (Contractual Liability): The Bidder agrees to indemnify and save harmless the Purchaser, including its officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from negligence or the intentional acts of the Bidder, or

otherwise. *(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Purchaser, its agents, or employees including:

1. The preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and
 2. Supervisory, inspection or engineering services.
6. **Insurance:** The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Purchaser. The General Liability coverage shall name the Purchaser as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchase by the Purchaser. All insurance noted below will not be canceled, reduced, or materially changes without providing the Purchaser thirty (30) days advance notice, via certified mail.
1. **Comprehensive General Liability** including Products liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
 2. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
 3. **Umbrella or Excess Liability** coverage, the Bidder shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
 4. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write workers' compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
 5. **Insurance Rating** – All insurance policies required y this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.
 6. A certificate of insurance is required as evidence of coverage, with the Purchaser names as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the names insured, whether it is the Bidder or a sub-Bidder, shall be provided to the Purchaser without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Purchaser will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Bidder. All deductibles or other forms of retention are subject to the approval of the Purchaser. Bidder will disclose to the Purchaser in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Bidder waives any right of subrogation it may have or later acquire against the Purchaser.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Purchaser, nor shall bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs 1 – 4 of this Section for not less than one (1) year after completion of this contract.

Schedule 3

CONSTRUCTION SUPPLEMENTAL ADDITIONAL CONDITIONS

1. Examination of Premises, Measurements, and Elevations: The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the Purchaser, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The Purchaser will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay, or need for additional equipment on the job site.

No claim whatsoever will be allowed to any contract for changes, extra work, or material, not included in the Bidder's original bid, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to, subsurface or latent physical conditions, or unknown physical work, and bid documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their bid. The Bidder is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed.

2. Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the Purchaser. Any needed change order that will increase the subcontract by 50% or more will require opening that portion of the work to competitive bidding.
3. Failure to Execute: Failure to execute the contract shall, at the option of the Purchaser, constitute a breach of the agreement made by acceptance of the bid, and the Purchaser shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Purchaser.
4. Performance Security: The successful Bidder shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the Purchaser prior to the start of any work. The bond value shall escalate annually to cover the total cost invested by the Purchaser. Each of the bonds must be renewed for each contract year. The performance bond shall:

1. Serve as security for faithful performance of the work; and

2. Guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work.

The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For contract awards that are less than \$100,000, a Letter of Credit, in a form suitable to the Purchaser, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment.

5. Letter of Credit – required content: Any letter of credit (hereinafter LC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content:
 1. The LC must be irrevocable, made in favor of the Purchaser (Beneficiary), and for the account of the Bidder (Applicant).
 2. The aggregate amount of the LC must be at least 100% of the total awarded contract amount for the five year period.
 3. The bank issuing the LC must be acceptable to the Purchaser.
 4. The expiration date of the LC must extend at least one (1) year beyond the anticipated completion date of the project and will be extended at the expense of the Bidder if need be.
 5. The LC must provide for partial drawings. Drawing(s) are to be made when the Purchaser presents a letter to the issuing bank, signed by the Purchaser, referencing the LC number and stating the amount of funds to be drawn against the LC and also containing the following declaration: “I hereby certify that the applicant has not performed as required by the contract established between the applicant and the Purchaser”. Payment(s) against the LC will be made by the issuing bank upon presentation of this letter.
6. Waiver of Lien: Where applicable, a Waiver of Lien and Bidder’s Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the Purchaser approving final payment.