

# Emergency Tree Services Request for Bid Proposals



1122 S. Burchard Ave; PO Box 417  
Freeport, IL 61032

**Bids are due by Wednesday, April 3, 2024, at 10:00 am:**

Freeport Park District is accepting proposals for emergency tree services. The contract will be based on the service of an arborist and ground crew with a bucket truck, chipper, and crane when called for. Freeport Park district may provide additional ground labor, chip truck, and loading equipment to assist with clean up. Work will be on call when a tree succumbs to storm forces or mechanical failure. Emergency tree removal services can also be initiated when a tree is identified as having defects that pose an immediate hazard to the public. All questions concerning specific work to be done should be directed to Bruce Cubberley, Superintendent of Parks and Natural Resources at [bcubberley@freeportparkdistrict.org](mailto:bcubberley@freeportparkdistrict.org) or (815) 801-8703.

Freeport Park District reserves the right to reject any or all proposals, to waive technicalities, and to accept any proposal which it deems to be in the best interest of Freeport Park District.

## I. GENERAL CONDITIONS

### **BASIS OF AWARD:**

Selection of the Contractor will be based on the following considerations in order of importance:

1. Cost for Time and Materials.
2. Preference given to arborists that are certified through the International Society of Arboriculture.
3. References with preference awarded to references from Public Sector Agencies and/or Corporate Organizations served.
4. Years of relevant experience.

### **WAGE RATES AND OTHER APPLICABLE CONDITIONS:**

Freeport Park District understands that this maintenance is exempt from the Illinois Department of Labor's Prevailing Wage Requirements.

Bidders must comply with all other applicable federal, state and local laws, rules and regulations including but not limited to:

- DRUG FREE WORKPLACE ACT
- ILLINOIS HUMAN RIGHTS ACT
- ILLINOIS PESTICIDE ACT

**SUBCONTRACTORS:**

The Contractor shall not employ any subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Park District may have reasonable objection. The selected Contractor shall submit to Freeport Park District within ten (10) days after the receipt of proposals, a list of the names of Contractor’s proposed subcontractors along with a description of the work to be performed by each.

**APPLICATION FOR PAYMENT:**

The Contractor shall furnish with his/her final application for payment after a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

**WORKING HOURS:**

Working hours are as needed, and at a time agreed upon by the Owner and Contractor.

**REGULATIONS AND CODES:**

To the extent applicable, all equipment or materials shall comply with Illinois State vehicle regulations, Federal regulations, OSHA requirements, and EPA standards. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

**INSURANCE:**

The successful contractor must provide the Park District with a certificate of general liability insurance in the amount of \$2,000,000 naming the Park District as additionally insured.

**CONTRACT TERM:**

This Agreement shall be for one (1) fiscal year beginning **April 17, 2024** and ending **March 31, 2025**. Freeport Park District has a one (1) year renewal option, which can be exercised at the end of the contract if both parties agree. Upon exercise of the option, this agreement shall be renewed with no change in any of its provisions, except for the contract term.

**TERMINATION:**

The Park District reserves the right to terminate this contract at any time, upon written notice, if the services of the Bidder are deemed by the Park District to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

**II. TECHNICAL SPECIFICATIONS**

**1. SCOPE OF WORK**

The Freeport Park District has 800 acres of parkland, and cares for 6,200 trees. CONTRACTOR shall provide the Freeport Park District with emergency tree services as directed by the Superintendent of Parks & Natural Resources or his/her designee. Freeport Park District in its entirety shall be covered under this

contract. In addition to all other terms and conditions of this Agreement, all emergency tree services shall be performed in accordance with the following conditions:

- 1.1 It is MANDATORY that all tree work shall be done in compliance with the “American National Standard for Tree Care Operations – Tree, Shrub & Other Woody Plant Maintenance—Standard Practices,” ANSI A300 – 2008, and “Safety Requirements for Arboricultural Operations,” ANSI Z133 – 2017, both of which are incorporated by this reference.
- 1.2 The Agent for Freeport Park District or his/her designee has the right to modify or suspend any work assignment due to dangerous weather conditions or any other reasons at no cost to the Park District.
- 1.3 The Park District reserves the right to contact and utilize additional tree service contractors at any time for any reason.
- 1.4 Truck-mounted fully insulated, fifty (50) foot minimum vertical reach aerial lift, equipped with all necessary outriggers and safety devices. Aerial lift must comply with American National Standards Institute (ANSI) Standard A92.2.
- 1.5 Equipment must be owned or leased, so it is always available. It cannot be rented equipment, unless approved by the Superintendent of Parks.
- 1.6 Ensure that all tree services provided under this Agreement are performed safely and in accordance with all applicable federal, state, and local laws and regulations. Mandatory safety practices include the following:
  - 1.6.1 Upper booms and personnel baskets of aerial lifts must be fully insulated at all times.
  - 1.6.2 Personal protective equipment as covered in ANSI Z133 are required during all arboricultural operations.
  - 1.6.3 Manufacturer's instructions: All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor.
  - 1.6.4 Aerial lift truck outriggers must be down whenever the aerial lift is in operation.
  - 1.6.5 Chocks shall be properly placed to the front and back of the aerial lift truck whenever the aerial lift is going to be used. The outriggers shall not be substituted for use of the chocks.
  - 1.6.6 Safety belts must be worn and properly connected to the aerial lift by person(s) using the aerial lift.

## **2. BILLING & PAYMENT**

Upon invoice a representative for Freeport Park District will inspect the work invoiced.

There shall be no travel time added to the invoices. Time charged shall be from the time Contractor arrives at the work site. Estimates and meeting with Owner shall be included.

Freeport Park District will pay all undisputed invoices within 30 days of approval.

### **III. GENERAL DETAILS**

#### **1. RESPONSE TIME**

Time is of the essence in an emergency tree situation. Contractor must have a rapid response protocol in place to address Park District tree emergencies promptly and efficiently, minimizing potential hazards and damage. Freeport Park District expects contractor to call back in response to voice messages within an hour and to be on site formulating an action plan with the Superintendent of Parks the same day.

#### **2. EXAMINATION OF SITE**

Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, so far as reasonably possible as determined by Freeport Park District, such methods and means in the carrying out of his/her work as will not cause any interruption or interference with any other park programs or activities.

#### **3. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

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

#### **3. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to Freeport Park District and shall be repaired promptly by the vendor when ordered to do so by Freeport Park District at no cost to Freeport Park District. All repairs of damage to existing facilities shall be made to the satisfaction of Freeport Park District. Failure to repair damage shall be just cause for withholding payment for work.

#### **4. CONTRACTOR'S REPRESENTATIVE**

Competent arborist personnel who can communicate effectively with Park District staff shall always be present on the job. The arborist shall have full authority to act for the Contractor and receive and execute orders from the Superintendent of Parks & Natural Resources or appointed representative. The Contractor shall properly schedule and train all its personnel. It is required that the arborist be on site to ensure all work has been completed in a satisfactory manner. Freeport Park District reserves the right to have the contractor assign a new contact person, arborist, and/or staff, for Freeport Park District's account if the current representative(s) are deemed unacceptable.

**5. ACCESSIBILITY OF CONTRACTOR**

The Contractor shall supply cell phone numbers and daytime office numbers of supervisors handling this contract. The Contractor shall return all calls within one hour of Freeport Park District placing the call. On-site response time for emergency tree removals must be made within 24 hours of the initial call being made by Freeport Park District.

**6. WORKERS**

The Contractor is reminded that its employees are to work in a courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** Freeport Park District has the right to request that a Contractor's employee be immediately removed from the work site if the above behavior is exhibited.

**7. SAFETY**

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

Workers must wear appropriate personal protective equipment (PPE) when working on an emergency tree service job site. PPE includes hard hats, gloves, eye protection gear, hearing protection gear, chain saw chaps or leg coverings that help protect against injuries from chainsaw cuts if something goes wrong during the cutting process of a fallen tree trunk or branch.

**8. TRESPASS ON LAND**

The Contractor shall confine his/her operations and storage of materials and equipment to the job site. The Contractor shall exercise extreme caution so as not to trespass upon the property of third parties not involved in the contract. If the Contractor is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so and submit evidence of said written permission to Freeport Park District.

**9. SUBLETTING CONTRACT**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person,

firm, or corporation, without the previous written consent of an authorized representative of Freeport Park District; but in no case shall consent relieve the Contractor from his/her obligations or change the terms of the contract.

**10. DEFAULT**

The contract may be canceled or annulled by Freeport Park District in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by Freeport Park District, shall constitute contract default.

**11. WORKMANSHIP**

Workmanship shall be of the highest caliber in every respect. Workers must take care to ensure the least amount of disturbance to the sites, Park District staff members, and the public.

**12. COSTS**

The undersigned hereby affirms and states that the prices quoted herein constitute the time and material cost to Freeport Park District for all materials and work involved in the respective items.

**13. EQUIPMENT CONDITION**

The Contractor is responsible for keeping all equipment in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

**14. FUEL/OILING**

Spilling gasoline and oil kills vegetation. If any spill should occur the Contractor shall immediately commence the appropriate clean-up in conformance with all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

## PROPOSAL FORM

Prices shall include an arborist, and equipment needed for work as specified in sections I, II, III, and IV of these documents.

### Company Information

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Time and Material Cost

Emergency Tree Service Cost

Per **HOURLY** for an Arborist, crew, and Equipment (no crane): \$ \_\_\_\_\_

Emergency Tree Service Cost

Per **HOURLY** for an Arborist, crew, and Equipment (with crane): \$ \_\_\_\_\_

The Freeport Park District is tax exempt, identification number E9993-1389-07

## REFERENCES & CERTIFICATION

Arborist is ISA Certified:

Yes

No

If yes, please provide the Arborist name:

\_\_\_\_\_

and ISA certification number:

\_\_\_\_\_

The Contractor must list at least four (4) references. Each listing should include the firm name, address, telephone number and contact person, for whom the Contractor has supplied services similar in scope to those provided in these specifications.

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone # / Fax #:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Dates of Service (from – to):

\_\_\_\_\_

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone # / Fax #:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Dates of Service (from – to):

\_\_\_\_\_

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone # / Fax #:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Dates of Service (from – to):

\_\_\_\_\_

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone # / Fax #:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Dates of Service (from – to):

\_\_\_\_\_