

REQUEST FOR PROPOSAL (RFP)
UNIT PRICED TREE ACQUISITION, PLANTING, AND
MAINTENANCE

City of Virden
Public Works Department
101 W Jackson St
Virden, IL 62690

Provisions

Defined Terms

“Contract” shall mean and shall be comprised of: (a) this RFP, including the Specifications, (b) the Contractor’s Proposal, and (c) the form of agreement attached hereto as Exhibit A to this RFP.

“Contractor” shall be construed to mean any person or firm to which the Owner awards the Contract for the Work.

“Owner” shall mean the City of Virden.

“Proposal” shall mean the information provided by the Proposer on the Proposal Form.

“Proposer” shall mean any person or firm submitting a Proposal to the Owner for the Work specified.

“Specifications” shall mean the scope of work to be performed by the Contractor, as more specifically described in Exhibits A and B to this RFP.

“Work” shall mean the project as described in this RFP, including the Specifications and other sections.

Instructions to Proposers

This RFP consists of three parts as described in Exhibit A, the Tree Acquisition, Tree Planting, and the Tree Maintenance. Each proposer must submit a proposal for each part and be able to perform all parts. It is the intention of the owner that all parts of the RFP will be awarded to the same contractor.

1. RFP Issued and Advertised: RFP's will be available on August 20, 2026, and will be advertised on the City website and on the City Facebook page. Hard copies will be available for pick up at the City Office at 101 W Jackson St, Virden, IL, 62690 or a pdf may be requested to be sent by email. Call Karen at 217-965-5805 or email her at kgood13@virdenonline.org or call Mayor Murphy at 217-494-4354 or email him at gjmurphy@royell.org.
2. Pre-Proposal Meeting: A *virtual* Pre-Proposal Meeting (Zoom) is scheduled for August 25, 2026, at 1:00 PM at Virden City Council Chamber, 101 W Jackson St, Virden, IL 62690. Call ahead (Karen at 217-965-5805) to request an invitation to the virtual meeting. Proposers are responsible for all information discussed in the Pre-Proposal Meeting—whether they attend or not.
3. Proposal Questions/Answers: Any proposal questions may be submitted by mail (see City Office address below), email (kgood13@virdenonline.org), or phone (217-965-5805) until close of business on August 24, 2026. A list of all questions and the answers to them will be available at 9:00 AM on August 26, 2026.
4. Submission of Proposals/Deadline: All Proposals must be received by the close of business (5:00 PM) on September 4, 2026. All Proposals must contain all the information listed in "EXHIBIT A, SPECIFICATIONS" (beginning on page 11) and in "EXHIBIT B, SCHEDULE OF UNIT PRICES" (beginning on page 22). The Proposal may be submitted in person in a sealed envelope to the city office or mailed by certified mail (in an inner sealed envelope) to the city office, or in pdf form attached to an email (with read confirmation) sent to the city Office Manager. In person submissions and mailed submissions will be stamped with time and date of receipt. Email pdf submissions will be printed only by the Office Manager, sealed in an envelope, and stamped with time and date of printing. If the pdf is in any way corrupted and unprintable, the Office Manager will return the email. Any Proposals received after the time and date specified will be returned unopened. The Proposer is solely responsible for submission of the

Proposal on time and to the location provided. Proposals shall be taken, mailed, or emailed to:

Office Manager
City of Virden
101 W. Jackson St.
Virden, IL 62690
kgood13@virdenonline.org

5. Opening/Award of Proposals: Proposals will be opened and the identity of the Proposers will be read at the regular City Council meeting on September 8, 2026, at 7:00 PM at the Virden City Council Chamber. The chosen Proposal will be awarded at that meeting or at a special City Council meeting within 5 days. Proposal results will be made available by contacting the Owner after the Contract is awarded.
6. Addenda: There is no interpretation of the RFP, beyond what is in the RFP package, except through written Addenda provided by the Owner. The Owner reserves the right to make clarifications, corrections, or changes to the RFP package at any time prior to the Proposal Opening. Proposers shall submit in writing to the Owner's representative, as identified in the Notice of Request for Proposals, any questions, requests for clarification or requests for alternates/substitutes. All questions and requests for clarification must be received by the Owner, in writing, at least five (5) days prior to the Proposal opening. Any clarifications, answers or approved alternates/substitutes will be provided in writing through Addenda. Addenda received shall be noted on the Proposal Form. It is the responsibility of the Proposer to inquire about any Addenda, prior to submission of their Proposal, to incorporate information from the Addenda into their Proposal and a Proposal for the Work. The submission of a Proposal shall be considered conclusive evidence that the Proposer has investigated and is satisfied as to all conditions to be encountered in performing the Work, and is fully informed as to the character, quality, quantities, and costs of the Work to be performed, materials to be furnished, and to the requirements of the RFP and Contract. If the Proposer's Proposal is accepted, the Proposer shall be responsible for all errors in the Proposal resulting from failure or neglect to comply with these instructions.
7. Statement of Competency: The Proposer shall submit, with the Proposal, a satisfactory Statement of Competency to perform the Work. The Proposer's Statement of Competency shall include:

- a. Evidence of the Proposer's qualifications and eligibility to do business in the State of Illinois.
 - b. A complete list of any contracts which resulted in default, lawsuits, judgments, settlements, fines or penalties within the preceding 10 years.
 - c. A statement of the Proposer indicating whether the Proposer has ever filed bankruptcy within the preceding 10 years while performing work of the nature and magnitude of the Work outlined in this RFP. This disclosure shall apply to the Proposer and every officer or owner who has the authority to exercise control over the Proposer.
 - d. An audited Annual Financial Statement shall be provided by the Proposer showing that the Proposer has the financial resources to meet all obligations incidental to the RFP.
 - e. The names, skills, and technical experience of personnel guaranteed to be employed through the completion of the Work.
 - f. The names, locations, dates, and contact information for projects completed by the Proposer with similar scope and scale to this Proposal.
 - g. The Proposer must affirm that they are not overly committed to other projects and have sufficient staff, resources, and capacity to successfully complete this Work in a timely manner.
8. Disqualification of Proposers:
- a. No more than one Proposal shall be considered from any Proposer or its parent, affiliate or subsidiary.
 - b. Proposals will not be considered if there are reasonable grounds for believing that collusion exists among any Proposers.
 - c. If a Proposer is in default on a contract or owes money to the Owner, their Proposal will not be considered.
9. Withdrawal and Ownership of a Proposal: The Proposer may withdraw or cancel their Proposal at any time prior to the publicly announced Proposal opening time by making a written request to the Owner's representative identified in the Notice of Request for Proposal. After the Proposal opening time, all Proposal documents shall become the property of the Owner. No Proposal shall be withdrawn or canceled for a period of 90 days after the time the Proposals are opened. The successful Proposer shall not withdraw or cancel its Proposal after having been notified by the Owner that said Proposal has been accepted by the Owner.

10. Proposer Selection Criteria: Proposals will be evaluated based on the Proposer's Statement of Competency, the Proposal Form, and any other publicly available information. Only Proposals in compliance with the provisions of the RFP will be considered.
11. Rejection of Proposals: The Owner reserves the right to reject any or all Proposals for the following reasons.
- a. Discovery of publicly available information subsequent to the Proposal opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the Proposer.
 - b. Conviction in a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the Proposer for performing the Work contemplated.
 - c. More than one Proposal for the Work from any Proposer or its parent, affiliate or subsidiary, or evidence of collusion among Proposers.
 - d. Proposals containing omissions, erasures, alterations, unauthorized additions, unapproved conditional or alternate proposals, or irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - e. The Proposal Form is furnished by someone other than the Owner.
 - f. Lack of qualifications as revealed by the Proposer's Statement of Competency.
 - g. Uncompleted work which in the judgment of the Owner might hinder or prevent the prompt completion of additional work, if awarded.
 - h. The Proposer's history of performance or nonperformance on prior projects.
 - i. The Proposer is in arrears or is in default upon any debt, contract, or any obligation to the Owner.
12. Award of Contract: It is expected that the award of the Contract, if awarded, will be made within 14 days following the Proposal opening (see actual timeline in #5, above, page 3).
- a. The Owner reserves the right to accept any Proposal which in the Owner's judgment will be in the best interest of the public, or to waive any informality in the proposal process.
 - b. In determining the lowest responsive and responsible Proposer, the Owner further reserves the right to combine, separate, or delete any section of the Work, alternative, or items in the Proposal, if it is in the best interest of the Owner.
 - c. No Proposal shall be withdrawn after the time of the Proposal opening for a period of 90 days.

- d. Failure of one or more of the Proposers to execute a Contract shall not eliminate the right of the Owner, in its sole judgment, to select another Proposer during the 90-day post Proposal opening period, reject all Proposals, invite new Proposals, or abandon the proposal process for the Work.
- 13. Execution of Contract: Failure on the part of the successful Proposer to execute a Contract within 10 days of its notification of award, or to provide acceptable performance, materials, and labor bonds (if required), shall be considered just cause to withdraw the award.
- 14. Termination of Contract:
 - a. The Owner reserves the right to terminate the whole or any part of the Contract, upon written notice to the Contractor. Upon termination for convenience, the Contractor will be paid for all labor and materials delivered to the Owner prior to the notice of termination.
 - b. The Owner further reserves the right to terminate the whole or any part of the Contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of the Contract, or failure to make sufficient progress so as to endanger performance of the Contract in accordance with its terms, provided the Owner has given the Contractor notice of such failure and granted the Contractor 10 business days to cure the failure.
 - i. Upon termination for cause, the Contractor shall be liable for any related costs, unless acceptable evidence is submitted to the Owner that failure to perform the Contract was due to causes beyond the control or without the fault or negligence of the Contractor.
 - ii. The Contractor will not be liable for failure to perform if situations arise by reason of strikes, acts of God, acts of the Owner, or natural disaster.
- 15. Protection, Loss or Damage:
 - a. The Contractor shall exercise reasonable caution to protect pedestrian and vehicular traffic, and to protect all public and private property from injury, damage, or loss. This would include the use of warning signs, barricades, cones, and other safety equipment when appropriate. The Contractor shall always maintain safe conditions and that is not limited to just normal working hours. The Contractor shall take reasonable precautions necessary to comply with all applicable local, county, state, and federal laws.
 - b. Closure of a public way or street shall be permitted only when prior arrangements have been made with the Owner or agency having jurisdiction over the public way or street. All requests for street closures or public way

closures owned by the Owner will require a minimum of seven (7) days advance written notice. The Contractor shall verify and comply with notification and permit requirements from all permitting entities, e.g., local, county, state, or federal highway authorities. Flaggers shall be used when required. Flaggers shall be appropriately dressed to alert motorists and shall use the proper traffic control signs and flagging procedures when directing traffic, as required by local, county, state, or federal agencies.

- c. The Contractor shall comply with all OSHA, IDOL, IDOT, and other local, county, state, or federal laws and/or standards.
- d. The Contractor shall be solely responsible for any loss or damage to property of the Owner or of other persons.
- e. The Contractor shall immediately notify the Owner of any loss or damage to the Owner or other person. Any damage or loss caused by the Contractor shall be resolved with the Owner within 10 days after the damage or loss has occurred.
- f. The Contractor shall have exclusive control over the means and methods of completing the Work. Owner's inspection or rejection of the Work shall not represent the exercise of control over the Contractor's means and methods.

16. Subcontractors:

- a. If the Proposer proposes to perform any part of the Work with a Subcontractor, and if allowed by the Owner, each Subcontractor shall be identified in the Proposal and shall meet all requirements and expectations of the primary Contractor as identified in the RFP.
- b. If the Contractor elects to use a Subcontractor after a Contract has been awarded, the Contractor must receive written approval from the Owner prior to commencement of any work by the Subcontractor.

17. Work Crew Supervision: The Contractor shall provide qualified crews, and supervision of each crew always while performing the Work. Specific skills and qualifications for crews and supervisors are identified in the Specifications portion of this RFP (Pages 11 through 14). Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Owner.

18. Inspections and Reporting: The Owner reserves the right to make inspections as frequently as the Owner deems necessary. The Owner may require written progress reports from the Contractor throughout the project. Details of any reporting requirement will be explained in the Specifications section of the RFP (Pages 13 and 20).

19. Insurance Requirements: The Contractor, and any Subcontractors, shall procure and maintain, for the duration of the Contract, a one-million-dollar liability insurance policy, including Workers' Compensation Insurance.

20. Indemnity/Hold Harmless Provision: To the fullest extent permitted by law, the Contractor agrees to waive any and all rights of contribution against Owner and to indemnify and hold harmless the Owner and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (attorney and paralegal's fees, expert fees, and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity, which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify, and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The Contractor expressly understands and agrees that any insurance policies required by this RFP, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Owner, its officials, employees, and agents as herein provided.
21. Penalties: If this Proposal is accepted, the Contractor proposes, and agrees, that the Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Work or any part thereof.
22. Compliance with Laws: The Contractor, and any of its Subcontractors, shall always observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of Proposals or the performance of the Contract.
23. Certifications: By submitting a Proposal, the Proposer certifies, represents, and warrants to the Owner:

- a. No Collusion: The only persons, firms, or corporations interested in this Proposal, as principals, are those names in Proposer's Sworn Acknowledgement attached hereto and that this Proposal is made without collusion with any other person, firm, or corporation.
 - b. Sexual Harassment Policy: The Proposer has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the IL Human Rights Act. 775 ILCA 5/1-105 et. seq.
 - c. Tax Payments: The Proposer is not delinquent in the payment of any tax administered by federal, state, or local governments.
 - d. Equal Pay Act of 2003: The successful Proposer shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003.
 - e. Fair Employment Practices: The Proposer assures the Owner that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations.
24. Prevailing Wage Act Notification to Contractors: Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties, and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the Proposer or Contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of the Proposer and the Owner.
- a. The Illinois Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers, and mechanics employed on public works projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of similar character in the locality where the work is performed. Violators must pay workers the difference between the wage paid and the prevailing wage and are subject to penalties and punitive damages. A contractor or subcontractor the Department of Labor finds to have violated the Act on two occasions in a five-year period may be disbarred from public works projects for four years. Contractors are required to post prevailing wage rates at job sites.
 - b. All Contractors and Subcontractors rendering services under the Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the Contractor determines that the Act does not apply to it, the Contractor shall, in lieu of a receipt for filing certified payrolls, submit a letter stating that the Act does not apply to it and set forth the reasons, therefore.

- c. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner; provided change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Owner as required by Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workers, and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's website for revisions.

- d. It is a condition precedent to each payment made under the contract that the Contractor file with the Owner a copy of the filing receipt for each certified payroll the Contractor files with the Illinois Department of Labor. A failure to include a copy of the filing receipt will deem a payment application incomplete and it will not be paid. The Contractor shall file all certified payrolls here: <https://webapps.illinois.gov/dol/payrollcertification/> (or any lawful successor website).

EXHIBIT A

SPECIFICATIONS

TREE ACQUISITION, PLANTING, AND MAINTENANCE

Scope of Work: The Owner, City of Virden, is soliciting a Request for Proposals (RFP), from qualified proposers to acquire, install, and maintain the number and species of quality trees listed in Exhibit B. The trees shall be planted on the Owner's property in the three public parks shown in Exhibit C. These newly planted trees must be updated on the city tree inventory, including GPS location, species, land use, and size. The Owner reserves the right to expand or reduce the Scope of Work.

Our community is designated by the Illinois Forestry Association (IFA) as a disadvantaged community with respect to tree canopy. This allowed us to apply for and ultimately be awarded an Urban and Community Forest Grant through the Morton Arboretum. Part of the grant is to acquire, plant, and maintain the accompanying list of trees (Exhibit B). As a condition of the grant, this work must be completed to the standards listed below.

1. **Applicable Standards:** Following is a listing of key standards and practices that must be complied with for this Work. In all instances, the most current applicable standards, practices, and or regulations are to be utilized.
 - a. Local, county, state, and federal regulations
 - b. American National Standards Institute, Guide to Nursery Stock Z60.1 for Nursery Stock and associated recommended standards referenced
 - c. American National Standards Institute (ANSI A300), Tree Care Standards and associated recommended standards referenced
 - d. American National Standards Institute (ANSI) Z133 Arboriculture Safety Standards and associated recommended standards referenced
 - e. International Society of Arboriculture (ISA), Best Management Practices, Tree Planting
 - f. Federal Occupational Safety and Health Administration Standards (OSHA)
2. **Qualifications:**
 - a. The Contractor shall be a current International Society of Arboriculture Certified Arborist and shall ensure that their staff have proper training and experience

planting trees based on the standards and best management practices identified above.

- b. All Illinois nurseries providing trees shall be current State of Illinois licensed nurseries.
 - c. Any nursery providing trees for this RFP shall be located within 100 miles of the Owner's address. Nurseries in surrounding states may be used if they meet the distance requirement, if they are licensed or certified by their state, and proof of such is provided with the submitted proposal.
 - d. The Contractor shall have experience acquiring and planting trees of the scope and scale of this Work and shall provide a list of five (3) similar projects, with references, completed by the Contractor within the last 10 years.
3. Preliminary Project Meeting and Work and Planting Plan: Within 14 days of the award of a Contract, the Contractor shall meet with the Owner to present a Work and Planting Plan. NOTE: It is recommended that the Contractor provide the following information in the areas requested on the Proposal Form, where possible:
- a. A thorough overview of the tree planting plan including:
 - i. A timeline and map for where and when the work will start and end.
 - ii. The estimated number of crews needed to complete the work and the number of individuals per crew.
 - iii. The name, email, and phone number for the Supervisor(s) and a list of all employees who will be working on the project along with their experience, training, and qualifications.
 - iv. The names and contact information for any agencies, authorities, utilities, or permitting entities that the Contractor has or needs to contact.
 - v. An emergency action plan in the event of any safety issues.
 - vi. A list of all equipment to be used, how it will be used, whether it will be leased or owned.
 - vii. Names and contact information for utilities, permitting entities, etc., and where planting is to take place, including when they will be contacted and permissions or assistance they will need to provide.
 - viii. Identification of utility conflicts and how and when they will be resolved.
 - ix. Identification of any logistics or potential challenges that are anticipated and how they will be dealt with.
 - x. Affirmation that the Work will be completed in the time specified.

4. Safety and Permits: Safety is one of the primary objectives of this RFP. The Contractor shall comply with all local, county, state, federal, and national safety standards, practices, and permitting requirements.
 - a. It shall be the Contractor's responsibility to ensure that their staff comply with relevant best management practices, standards and safety practices, and have the appropriate training, licensing, and qualifications to do the Work safely.
 - b. It shall be the Contractor's responsibility to contact JULIE to identify the locations of any potential utility conflicts or obstructions. No work shall proceed until utility locations have been identified and all potential conflicts resolved.
 - c. The Contractor shall protect their staff and the public throughout the implementation of the Work. Proper personal protection equipment, flagger personnel, warning signs, barricades, and/or other protective devices shall be provided by the Contractor.
 - d. The Contractor shall notify the Owner immediately if any safety issues develop.
 - e. It is the Contractor's responsibility to comply with all ANSI, OSHA, and other standards and proper equipment operations to ensure that their crews are working safely.
5. Reporting:
 - a. At the end of every planting week, the Contractor shall submit to the Owner a written report (email or printed hard copy) of which trees were planted, their locations, a photo (digital through email accepted) of each planted tree (every tree planted, not just each kind of tree) and confirm next steps in the work plan, i.e., where the Contractor intends to start planting the next work week (if needed).
 - b. If the Owner has a tree inventory, with GPS locations for each of the Owner's trees, the Contractor shall update the inventory as the trees are planted, including the GPS location, relative location (e.g., street address), species, size of tree, and land use.
 - c. If the Contractor cannot access the inventory, the Contractor shall provide an Excel document listing the GPS location, relative location (e.g., street address), species, size of each tree planted, and land use. A final compiled Excel list for all the trees planted shall be provided to the Owner electronically, or on a thumb drive, at Substantial Completion.
6. Supervisor and Crew: The Contractor shall provide sufficient Supervisors and crews to complete the work as specified.

- a. Each crew shall be led by a Supervisor. The Supervisor shall always be on-site with their crew.
 - b. The Supervisor shall be an International Society of Arboriculture Certified Arborist in good standing with experience completing and conducting proper tree plantings, as specified, and experience supervising a planting crew.
 - c. The Supervisor shall be fluent in English and be authorized to speak and act on behalf of the Contractor.
 - d. Prior to the start of each work week (if needed), each Supervisor shall contact the Owner and provide their name, cell-phone number, and location of where their crew is starting for that week.
7. Site Clean-Up: The Contractor shall clean up each site where Work has taken place at the end of each day of operation. Clean-up includes removal and proper disposal of planting materials, soil, turf, or other materials, and includes raking turf and sweeping pavement. The site shall be returned to the same or better condition as it was in prior to commencement of the Work.
8. Debris Disposal: The Contractor is responsible for the disposal of all debris and leftover material and returning the site to its original or better condition after planting. At no time shall materials or equipment be in the roadway or create a safety hazard. Disposal, and any costs related to disposal, are the responsibility of the Contractor.
9. Acquisition of Trees: It is the responsibility of the Contractor to select the trees at the nursery and to supply the trees based on the production method, species, single or multi-stem, and size in caliper inches (caliper taken on the trunk 6 inches above the natural ground line) for single stemmed trees or height in feet for multi-stemmed or evergreen trees as stated in the Schedule of Unit Prices (see Exhibit B, Unit Price Tree Acquisition and Planting). The Owner reserves the right to select, reject, and observe or inspect the trees at the nursery, prior to delivery, and/or prior to planting.
 - a. The Owner shall submit this list of species, included in the Schedule of Unit Prices (see Exhibit B, Unit Price Tree Acquisition and Planting), in this Specification. This list shall include tree species, variety, size, single or multi-stem, and the production method for trees to be acquired and planted.
 - b. All trees must meet the most recent ANSI Z60.1 standards for Nursery Stock.
 - c. All trees shall come from Illinois Department of Agriculture or other qualifying state Licensed Nurseries.
 - d. All trees selected by the Contractor shall be selected by a Certified Arborist at their place of growth, within 15–30 days of Contract award.

- e. No substitutions for species, size, or production method will be allowed unless prior approved in writing by The Morton Arboretum and the Owner is obtained.
- f. The nursery shall be a state licensed nursery.
- g. All trees shall be grown locally—not more than 100 miles from the location where the trees are to be planted. No tree re-wholesale suppliers shall be utilized, unless the Contractor can provide proof that the trees were grown as specified, by a qualifying nursery.
- h. If the nursery marks the tree trunk for sun orientation, i.e., north side of the tree, then the Contractor shall orient the tree in the same direction when planting at the site.
- i. All trees shall be first class nursery-grown tree stock representative of their normal species and varieties. The Owner reserves the right to decline any and all trees after initial tagging for any reason, including but not limited to changes in quantity.
- j. The trees shall have average to normal, well-developed branches with vigorous root systems and good trunk to root attachment.
- k. The tree trunk, if single stem, shall be straight with one central leader.
- l. All trees, at the nursery and after planting, shall be free from defects or damage, including multiple or crooked leader, crooked trunks, bark abrasions, broken bark or branches, sunscald, stubs, or other deformities.
- m. Since all trees shall be between 2 inches and 2.5 inches in caliper measured 6 inches above the root flare (as listed in Exhibit B), they should be able to stand erect without the use of stakes or guy wires. Exceptions to this must be approved by the Owner in writing.
- n. Trees must exhibit normal health and vigor.
- o. All trees shall be true to their name as specified.
- p. During the acquisition and delivery period, the Contractor will ensure that all the trees, including root systems, shall be protected from damage including extreme wind, sun, frost, drought, or inundation.
- q. All trees shall be labeled by plant name. Labels shall be attached securely to all trees when delivered and planted. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
- r. Allowable tree production methods are identified, by species, on the Schedule of Unit Prices (see Exhibit B, Unit Price Tree Acquisition and Planting). Allowable production methods include container air pruned pot or root bag grown trees and balled and burlapped grown trees.

- i. Container air pruned pot or root-bag grown trees shall comply with ANSI Z60.1 for Nursery Stock, including corresponding recommended size requirements for the container or bag.
 - 1. All containers, including root bags, shall be removable.
 - 2. Hard sided containers shall provide for air pruning of roots.
 - 3. All trees shall have well-established roots.
 - 4. All tree trunks, single stem or multi stem, shall be located in the center of the container or bag.
 - 5. For bag grown trees: All 2"–2.5" caliper trees shall have a root ball diameter not less than 18" in diameter. All container grown 2"–2.5" caliper trees shall have a container minimum size of 20 gallons.
- ii. Balled and burlapped grown trees shall comply with ANSI Z60.1 for Nursery Stock. All trees shall:
 - 1. Have a root to trunk ratio as specified in the standard.
 - 2. Have a trunk that is located equally in the center of the root ball.
 - 3. Have a root ball depth sufficient to include the necessary roots to ensure healthy growth.
 - 4. Have a root ball wrapped in non-synthetic, decomposable, natural, untreated burlap. The burlap shall be removed from the top third of the root ball at planting. Burlap shall NOT be folded down into the planting hole. It must be removed.
 - 5. Not have a hand-packed root ball.
 - 6. Be prepared with a root ball that is firmly bound with natural twine. Chemically treated or nylon binding twine will not be accepted. All twine shall be removed at planting.
 - 7. If a wire basket is required to provide stability for the root system, the basket shall be low profile. If planting soils at the nursery are sandy, a full wire basket may be needed to transport the root ball. Full wire baskets shall have the top 30% to 50% of the basket removed prior to filling the planting hole.
 - 8. Balled and burlapped trees shall not be dug until after the tree orders have been placed with the Contractor and not more than 30 days before the trees are to be planted. The digging season shall be consistent with species tolerances.

10. Transportation of the trees: The transportation, loading, unloading, and staging of trees, from the nursery to the Owner's planting sites shall be the responsibility of the Contractor, including all associated costs.

- a. Trees shall be moved by the root ball and shall not be moved using their trunks.
- b. All trees shall be loaded and unloaded from trucks or trailers mechanically or by using an approved cushioning process. Dropping trees is strictly prohibited, whether at the nursery, staging area, or at the planting site.
- c. Trees shall be covered and protected so that windburn or desiccation does not take place to the root ball, branches, or leaves in transport.
- d. Tree root balls shall be uniformly moist, but not overly wet, at delivery.
- e. During transport and handling, trees shall be securely fastened and positioned to reduce the potential for root to trunk detachment, bark abrasions, or other damage.
- f. Once the trees have been picked up from the nursery by the Contractor, they shall be appropriately protected so they are kept healthy and do not sustain any damage while being staged and held by the Contractor until after they are planted and accepted by the Owner.

11. Planting of Trees: (refer to Exhibit B, Planting Illustration)

- a. All trees are to be planted on the Owner's property and locations provided on the accompanying Site Map. Specific locations will be provided to the awarded Contractor upon execution of the Contract.
- b. Planting shall take place when weather conditions are appropriate. Spring planting shall take place between **April 15 and June 15**. Fall planting shall take place between **September 1 and November 1**.
- c. Trees shall be planted within three (3) days of transport from the nursery. If the Contractor requires more than three (3) days to plant the trees, they may either take multiple deliveries of the trees from the nursery, or stage the trees at a location approved by the Owner. The Contractor will be responsible for maintaining the trees in a healthy condition prior to planting, including but not limited to watering and mulching root systems to prevent roots from drying out. All tree root balls should be moist at planting. At no time shall the trees be staged longer than four (4) weeks.
- d. No more trees should be placed at planting sites than can be planted that day.
- e. Trees may be placed near the location where they are to be planted using mechanical equipment such as a skid-steer. However, no equipment shall drive across the root systems of trees, on private property, or where damage may occur.

- f. All tree planting shall be done by hand using manual labor and shovels.
- g. Care shall be taken to remove any soil above the root flare, and to observe any girdling roots and correct them prior to planting. If it is not possible to repair the problem, the tree shall be rejected and replaced by the Contractor.
- h. The planting hole shall be twice the diameter of the root ball, with sloping sides—wider at the top than the bottom—and shall not exceed the depth of the root flare to the bottom of the root ball. (See illustration provided in the Specification, Exhibit B.)
- i. Container and Root Bag Grown Trees:
 - i. Remove the root ball from the container or bag and shave the sides of the root ball to remove any circling roots. Any damaged roots shall be cleanly pruned prior to planting.
- j. Balled and Burlapped Trees:
 - i. The Contractor shall remove the entire wire basket, burlap, and twine from the root ball. If the root ball is unstable and there is a full wire basket, the top 30% to 50% of the basket must be removed once the root ball is in the planting hole, and prior to filling the hole.
 - ii. Remove any circling roots and cleanly prune portions of damaged roots as necessary.
- k. Immediately prior to planting, proper planting depth must be determined. Proper planting depth requires that the tree's root flare be at or slightly above the finished grade. It is important to determine how deep the root flare is in the root ball before the hole is dug and the tree is placed in the planting hole. If excess soil is present, it needs to be removed from the top of the ball, so the root flare is exposed.
 - i. Determine the elevation of the root flare and ensure that the root flare is planted at or slightly above grade. This may require that excess soil be removed from the top of the root ball to get to the root flare before digging the hole.
 - ii. Trees planted too deep, without the root flare at grade, will be rejected and the Contractor shall have to replant the trees.
 - iii. Trees shall be set on flat-tamped or unexcavated soil, providing a solid foundation with less likelihood of shift.
- l. Trees shall be set and braced in the hole to achieve a straight vertical position. Once a straight vertical position is achieved, topsoil can be placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Trees shall be set so that the

root ball does not shift or move laterally one year later. Trees shall be vertically plumb—leaning trees will be rejected.

- m. Backfill the hole using hand tools and tamp down the soil between the root ball and the side of the hole until the hole is filled. The root flare should be at or slightly above grade.
- n. Water each tree as soon as it is planted using approximately 15–25 gallons of water per tree.
- o. Each tree shall be mulched with shredded hardwood. Material shall be mulching grade, uniform in size and free of foreign matter. A sample shall be provided to the Owner for approval prior to any application. Each tree shall be mulched with approximately three (3) inches of mulch, taking care that the mulch shall not touch the trunk of the tree. (See illustration provided in the Specification.)
- p. No tree wrap is required or recommended.
- q. No fertilizer is required.
- r. The Contractor is responsible to remove any remaining soil, turf, or other spoil from the site and dispose of this material properly. Any costs associated with this removal shall be the responsibility of the Contractor.
- s. All soil and materials shall be raked from the turf and removed. All walks, streets, public ways, and private property shall be swept and left in a condition equal to or better than it was found.
- t. All pruning at planting shall be restricted to only those branches that may be dead or broken. Healthy branches should be left in place for the first three (3) years of growth. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, made at the branch bark ridge, with the bark intact and no rough edges or tears, in accordance with ANSI A300 and ISA standards.
- u. If the tree trunk is solidly attached to the root ball and the tree is of the size required, there should be no need for staking. However, if the Contractor believes a tree needs to be staked, they must contact the Owner in writing, and the Owner will advise in writing how they wish to handle the situation. Any staking required shall be at the expense of the Contractor. If the Owner rejects the tree, the tree will be removed and replaced at no cost to the Owner.
- v. If the Contractor determines a tree planting site is unacceptable, the Contractor shall notify the Owner in writing. The Owner will then notify the Contractor whether to proceed in that location or find an alternative location.

12. Warranty:

- a. All trees shall be warranted for a period of one year from the date of Substantial Completion Acceptance.

- b. The Contractor shall guarantee all trees to be in healthy and flourishing condition for a period of one year from the date of acceptance.
- c. The Contractor shall replace, without cost, as soon as weather permits, and within a specified planting period, all trees determined by the Owner to be dead or in an unacceptable condition, during and at the end of the warranty period.
- d. To be considered acceptable, trees shall be free of dead or dying branches, and branch tips shall bear foliage of normal density, size, and color.
- e. Replacements shall match the tree species and size of the tree being replaced unless approved in writing by the Owner.
- f. Replacement shall be subject to all requirements stated in this Specification.
- g. At the end of the warranty period, the contractor shall reset grades that have settled, as requested by the Owner.
- h. A new one-year warranty will be provided for all newly planted replacement trees. If a replacement tree declines or dies, the Contractor shall give to the Owner the option of a replacement tree or a credit for the tree and associated planting costs. No additional warranty will be provided. The Contractor is not responsible for any trees damaged by others, acts of God, or due to a natural disaster.
- i. Claims by the Contractor that the Owner's maintenance practices, or lack of maintenance, resulted in dead or dying plants will not be considered if such claims have not been documented by the Contractor and presented in writing to the Owner during the warranty period.

13. Final Inspection and Substantial Completion Acceptance:

- a. At the completion of the Work, the Contractor shall provide the Owner with a Notification of Substantial Completion. This notification shall be in writing at least five (5) business calendar days before the anticipated date for final inspection. The Contractor shall include the final Excel planting report at this time.
- b. The Owner will arrange an inspection by The Morton Arboretum of the completed Work and will provide the Contractor, in writing, notification of any deficiencies. The Contractor will have 10 calendar days to resolve these deficiencies and submit a written Notification of Completion to the Owner. The Owner will arrange another inspection. If the deficiencies have been resolved, the Owner shall certify in writing that the Work has received final acceptance.
- c. If any of the trees decline or die within the Warranty period, the Owner will notify the Contractor, and the Contractor shall comply with the Warranty requirements as stated above. If the Contractor fails to comply with the

Warranty requirements, the Owner will withhold at least a portion of the final payment.

14. Payment: Payment for acquisition and planting shall be made to the Contractor as follows:

- a. 30% of the contract amount upon acquisition of the trees.
- b. 30% of the contract amount upon completion of planting of the trees.
- c. 25% of the contract amount after inspection by The Morton Arboretum reveals satisfactory completion of planting of the trees.
- d. 15% of the contract amount after the one-year warranty period from the final acceptance date.

15. Tree Maintenance: The Contractor is responsible for mulching and watering the trees appropriately for three years to enable trees to become fully established and thrive.

Following are the Applicant's responsibilities.

- a. During the growing season approximately 10 to 15 gallons of water or 1 inch of water should be applied once weekly to the root ball of newly planted trees unless adequate soil moisture is present.
- b. A 3- to 4-inch layer of organic, wood chip mulch will be maintained in a circular area around the base of the tree that is at least 3 feet in diameter, taking care that the mulch does not touch the trunk of the tree.
- c. All tags, rope, and wire will be removed. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees.
- d. If trees must be staked, stakes will only be used in windy locations and will be removed after one year.
- e. All trees will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.
- f. The start date for the 3-year maintenance program shall be the date of execution of the contract.
- g. The proposal shall give a cost for each of the three years separately, followed by a total for the three years (see Exhibit B, Unit Price Tree Maintenance).
- h. Payment for each year of maintenance shall be 50% of annual cost at 6 months and 50% of annual cost at 12 months.

EXHIBIT B

SCHEDULE OF UNIT PRICES

Unit Price Tree Acquisition and Planting 2026 Schedule of Unit Prices

Included in the Price/Unit and Total are the costs of all trees, planting, logistics, staff, materials, equipment, and incidentals required to complete the Work as outlined in the Specification.

Species (botanical name)	Species (common name)	Single Stem (SS) or Multi Stem (MS)	Size - Caliper in Inches or Height in Feet	Container (C) or Balled and Burlapped (BB)	Price/Unit (includes tree and all associated costs, including planting)	Quantity of Each	Total Price	Nursery Used (insert number)
Acer saccharum	Sugar Maple		2.5"			5		
Carya ovata	Hickory		2.5"			5		
Cornus florida	Flowering Dogwood		2.5"			4		
Acer rubrum OCTOBER GLORY	Red Maple		2.0"			3		
Pinus strobus	Eastern White Pine		6-7 ft			5		
Picea abies	Norway Spruce		6-7 ft			5		
Abies concolor	White Fir		6-7 ft			5		
Quercus alba	White Oak		2.5"			6		
Quercus muehlenbergii	Chinkapin Oak		2.5"			3		
Quercus bicolor	Swamp White Oak		2.5"			6		
Quercus rubra	Northern Red Oak		2.5"			6		
Quercus macrocarpa	Bur Oak		2.5"			4		
Juniperus virginiana	Eastern Red Cedar		4-6 ft			5		
					Totals	62		

List the nursery and address where trees are to be purchased:

1. Nursery name: _____

Nursery address: _____

2. Nursery name: _____

Nursery address: _____

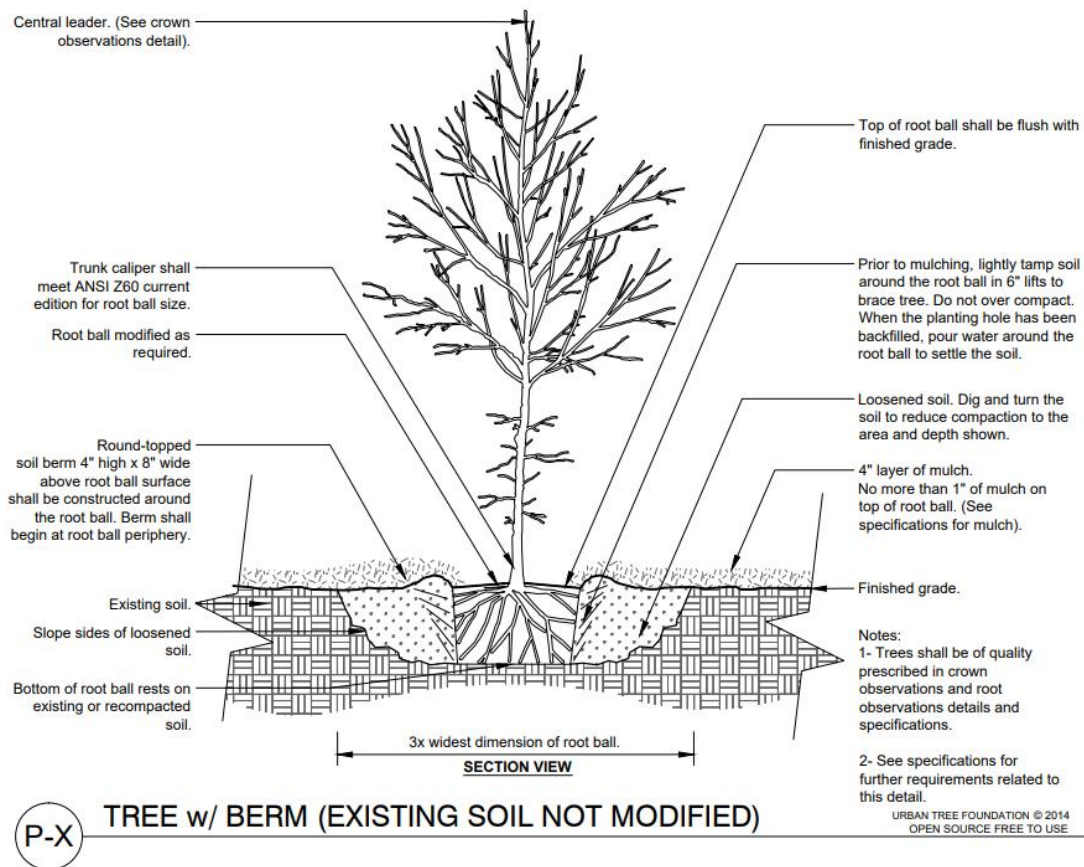
3. Nursery name: _____

Nursery address: _____

Unit Price Tree Maintenance 2026 - 2029 Schedule of Unit Prices

Cost of First Year Maintenance	_____
Cost of Second Year Maintenance	_____
Cost of Third Year Maintenance	_____
Total Cost for All Three Years	_____

Planting Illustration



Note: A soil berm is not required.

EXHIBIT C

This is Center Park or the Town Square



This is West Park (two city blocks)



This is East Park (one city block)

