

SANGAMON COUNTY, ILLINOIS

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ORDINANCE  
NUMBER 20-24

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**AN ORDINANCE ACCEPTING THE A BID FOR TREE REMOVAL AND LINE  
CLEARANCE IN THE VILLAGE OF CHATHAM**

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DAVE KIMSEY, Village President  
AMY DAHLKAMP, Village Clerk

KRISTEN CHIARO  
ANDREW DETMERS  
BRETT GERGER  
RYAN MANN  
MATT MAU  
PAUL SCHERSCHEL  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham  
on September 8th, 2020

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62701

**ORDINANCE NO. 20-24**

**AN ORDINANCE ACCEPTING THE A BID FOR TREE REMOVAL AND LINE CLEARANCE IN THE VILLAGE OF CHATHAM**

**WHEREAS**, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

**WHEREAS**, the Village requested bids to conduct live line clearance or trees and tree limbs in easements within the Village of Chatham; and

**WHEREAS**, the Village solicited bids in accordance with Illinois law for proposals from companies willing and able to provide the services requested, and the Village opened all bids on September 1, 2020; and,

**WHEREAS**, the bid documents made clear that the Village reserved the right to accept or reject any and/or all parts of the bid; and,

**WHEREAS**, the Village received lowest responsible bid from National Tree Care, LLC, at a cost of \$35,900.00 for Area 1 and \$24,000.00 in Area 2 as further described in the bid packet attached hereto as **Exhibit A**; and,

**WHEREAS**, the Village intends to accept the lowest responsible bid from National Tree Care, LLC; and,

**WHEREAS**, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the bid from National Tree Care, LLC as attached hereto.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

**Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**Section 2.** Acceptance of Bid. The Village hereby approves bid from National Tree Care, LLC, at a cost of \$35,900.00 for Area 1 and \$24,000.00 in Area 2 as further described in the bid packet attached hereto as **Exhibit A**. Any and all bids and parts thereof not explicitly approved by this Ordinance are hereby rejected. The Village authorizes the Village Manager and/or Village President, or designee of either, to execute any documents necessary to complete the purchases contemplated therein.

**Section 3.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 4.** Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

**Section 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.


PASSED this 8th day of September, 2020.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHER	X			
DAVE KIMSEY				

TOTAL	0	0	0	-

**APPROVED** by the President of the Village of Chatham, Illinois this 8th day of September, 2020.

  
\_\_\_\_\_  
Dave Kimsey, Village President

Attest:  
  
\_\_\_\_\_  
Amy Dahlkamp, Village Clerk

**EXHIBIT A**

**Village of Chatham Tree Trimming Bid Form**

The Village of Chatham will be accepting sealed bids for Tree Removal and line clearance.

The Village of Chatham will be accepting sealed bids for "Live Line Clearance" in our utility easements

Bid information will be available at the Village of Chatham Utility Office at 116 E Mulberry Chatham IL. 62629. Proposals must be submitted in a sealed envelope, via mail, hand-delivery or courier, and must be *received* by **1:00 PM, September 1, 2020** to be considered for selection.

The outside of the envelope should include the bidder's name and contact information and be clearly labeled to read:

Village of Chatham:  
Sealed Bid  
Tree Removal, Live Line Clearance

**All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).**

**The Village reserves the right to accept or reject any and or all parts of the bid.**

Questions concerning this proposal may be submitted to Shane Hill via email or phone:  
[shill@chathamil.net](mailto:shill@chathamil.net) or 217-697-5807.

go, readers!

Those reaching the seventh level include: Carissa Allison, Chloe Allison, Grace Altman, Angie B., Brayden Bettis, Evalise Blakley, Bradyn Bosworth, Bryce Bosworth, Ollie Burkwald, Danica Carrell Catherine Carter, Mitchell Creighton, Alonzo Decarlo, Bement Decarlo, Sarah Edwards, Adalynn Ferriell, Ellison Ferriell, Caden Forbes, Syllas Franklin, Faith Funderburg, Ruby Funderburg,

Johnson, Hannah Johnson, Brenna Kerr, Ben Loeffler, Ally McAdamis, Grace McAdamis, Liam McAdamis, Miles Meyer, Jon Mollerud, Luke Moore, Ryleigh Nance, Noelle Nesit, Michelle Nesit, Emery Olson, Jackson P., Logan P., Chelsea Palij, Reagan Pearce, Adi Reddy Flynn Ross, Audrey Rubin, Barrett Schaefer, Hudson Schneider, Evan Smith, Isla Smith, Ethan Viste, Katherine Viste, Willow Wagahoff, Adalyn Wilde and Jaxon Wilde.

idence, monach.

Deceptive practices over \$150, Burning Tree. Unlawful visitation interference, E. Mulberry. Criminal trespass to vehicle, Augusta. Burglary from vehicle, Augusta.



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The Village of Chatham will be accepting sealed bids for "Live Line Clearance" in our utility easements.

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Sealed Bid

Tree Removal, Live Line Clearance

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C:8-6,13

**10% OFF Any Service**  
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Malcolm Brown

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**Julie Hale Miller**

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Chatham, IL 62629  
(217) 483-4355

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**Steve Bedford, Agent**  
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Chatham, IL 62629  
Bus: 217-483-3711  
[steve.bedford.b92b@statefarm.com](mailto:steve.bedford.b92b@statefarm.com)

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VILLAGE OF CHATHAM  
MULBERRY ST

**Also inside this issue:**  
IUGA IFSA approve modified seasons

VILLAGE OF CHATHAM TREE TRIMMING BID FORM *Area 1*

Company Name National Tree Care LLC

Contact Name Tina Pierce

Address 78 W. Fairview, Springfield, IL 62711

Phone/fax/email 217-585-1488 tina@nationaltreecare.com

**Qualifications / Attachments**

Please attach copy of the contractor's certificate of insurance, performance bond, a statement on the contractor's experience with tree trimming, including certification that the contractor has the necessary equipment to perform the work, and certification of the ISA Certified Arborist that will be oversee tree trimming activities.

**Schedule of Work**

Minimum notice needed from the Village prior to beginning work: 30 days

Maximum number of days required to complete work (barring Acts of God including inclement weather, provided they are communicated to the Village's representative at the time they are identified):

30 days

**Bid Amount / Payment**

Proposed Total Lump-Sum Fee for work for Live Line Clearance Contract: \$ 35,900.

The undersigned is an authorized representative of the company and attests to the accuracy of the information provided on this bid, and agrees to the scope of work, terms and conditions and related material included on Bid. This bid may not be withdrawn within 30 days of issuance. A contract incorporating the terms and conditions of the bid may be required for further execution by the parties.

Tina Pierce

owner

9-1-20

Name

Title

Date

THIS DOCUMENT MUST BE COMPLETED IN FULL AND RETURNED WITH ALL ATTACHMENTS REQUIRED UNDER THE "QUALIFICATIONS / ATTACHMENTS" SUBHEADING ABOVE.



VILLAGE OF CHATHAM TREE TRIMMING BID FORM Area 2

Company Name National Tree Care LLC

Contact Name Tina Pierce

Address 78 W. Fairview, Springfield, IL 62711

Phone/fax/email 217-585-1488 tina@nationaltreecare.com

**Qualifications / Attachments**

Please attach copy of the contractor's certificate of insurance, performance bond, a statement on the contractor's experience with tree trimming, including certification that the contractor has the necessary equipment to perform the work, and certification of the ISA Certified Arborist that will be oversee tree trimming activities.

**Schedule of Work**

Minimum notice needed from the Village prior to beginning work: 30 days

Maximum number of days required to complete work (barring Acts of God including inclement weather, provided they are communicated to the Village's representative at the time they are identified):  
30 days

**Bid Amount / Payment**

Proposed Total Lump-Sum Fee for work for Live Line Clearance Contract: \$ 24,000. -

The undersigned is an authorized representative of the company and attests to the accuracy of the information provided on this bid, and agrees to the scope of work, terms and conditions and related material included on Bid. This bid may not be withdrawn within 30 days of issuance. A contract incorporating the terms and conditions of the bid may be required for further execution by the parties.

Tina Pierce

Owner

9-1-20

Name

Title

Date

THIS DOCUMENT MUST BE COMPLETED IN FULL AND RETURNED WITH ALL ATTACHMENTS REQUIRED UNDER THE "QUALIFICATIONS / ATTACHMENTS" SUBHEADING ABOVE.

**Tree Trimming Bid  
Village of Chatham**

REQUEST FOR BIDS FOR  
Live Line Clearance Contract  
Area 1

**PROPOSALS DUE BY 1:00 PM, September 1, 2020**

**I. Project Description & Proposal Process**

The Village of Chatham is seeking proposals from qualified contractors to conduct Live Line Clearance in easements; within the Village of Chatham See attached map. The Village is accepting proposals for the scope of work as described below. The bids will be awarded to the lowest responsive and responsible bidder. The Village reserves the right to waive minor irregularities in its discretion. The Village further reserves the right to reject any and all bids.

Bidders must use the attached bid form and proposals must be submitted in a sealed envelope, via mail, hand-delivery or courier, with all attachments, and must be *received* by **1:00 PM, October 18, 2017** to be considered for selection. The submittal address is:

Village of Chatham  
117 E Mulberry St.  
Chatham, IL 62629

The outside of the envelope should include the bidder's name and contact information and be clearly labeled to read:

Village of Chatham:  
Sealed Bid  
Live Line Clearance Area 1

**II. Scope of Work**

Live Line Clearance in the village of Chatham Utility easements. See the attached location sketch map at the end of the document.

### Project Limits

The Village of Chatham utility easements are located within the Village limits of Chatham, IL. The project limits include; live line clearance with a 10' radius around power line from the primary line down to the lowest electrical secondary line.

Questions concerning the limits of the property shall be addressed prior to bid submittal, as supplemental funds will not be provided to accommodate trees within the property not included in the bid or located on private property.

Tree branches within the project limits are included in this scope, *regardless of the location of the tree trunk.*

### Quality Control

All work is to be performed in accordance with Village of Chatham standards and associated Best Management Practices for Tree Pruning and safety as well as NATIONAL ARBORIST ASSOCIATION Pruning Standards for Shade Trees, Class II – Standards pruning or Class IV Crown Reduction Pruning.

### Extent of work

*Trees and undergrowth on the Right of way are to be completely removed.*

### Utility Location

It shall be the Contractor's responsibility to use (at minimum) JULIE one-call to identify the location of utility lines, and to proceed with ground-disturbing activities (including root-pruning) only after utilities have been marked. All damage to or injury from utility lines is the sole liability of the Contractor.

### Maintenance of Traffic

Vehicular access through the community will be maintained at all times and no roadways shall be completely closed to traffic at any time. Any permitting, costs or other coordination required for maintenance of traffic within public roadways is the sole responsibility of the Contractor. This is a State Route. All traffic control must meet the **Manual on Uniform Traffic Control devices**. This includes but not limited to; work zone safety, lane and traffic control and certified flaggers.

### Restoration of Work Site

The work site shall be cleaned at the end of each work day to remove debris piles from sidewalks, all paved areas and pedestrian access areas. No debris shall be stored for any length of time within the Right of Way. Upon completion of work, the entire work site shall be restored at the contractor's sole expense, and any paving, structures or other site features that were damaged by the contractor during the project. Any damage to property that may result in collateral damages (i.e. damage to fencing) must be repaired at the Contractor's expense, immediately after damage.

### Avoiding Damage to Personal Property

The Contractor shall take appropriate precautions to avoid damage to buildings, vehicles and other properties, as well as people. Appropriate precautions may require use of special practices to secure and lower cut branches and to temporarily restrict vehicular and pedestrian access to work sites

### **III. Minimum Qualifications**

All work must be performed by a contractor that has experience with tree trimming and stump removal and by/under the direction of Certified Arborist. *Provide a copy of contractor's experience with tree trimming and stump removal, a statement on the equipment that will be used, at contractor's sole expense, and the arborist certification with the bid proposal.* All bidders must provide proof of workman's compensation insurance for their staff and a certificate of liability insurance for a minimum of \$1,000,000. Upon award of contract, the Contractor must provide an updated certificate of insurance naming the Village of Chatham as additional insured.

### **IV. Pricing**

Each bid will be accepted as a lump-sum price only. The bid proposal price should cover all anticipated work and equipment and *no additional funds will be provided* for unanticipated costs covered within the listed scope of work. Information provided by bidder such as number of trees, size of trees and anticipated pruning required will be not be considered to take precedence over the bid on the scope of work. Contractor is responsible for the provision of all equipment necessary to perform the work at its sole cost and expense. Contractor is further responsible for the sole cost and expense of the Certified Arborist who will oversee the work.

### **V. Schedule of Work**

Respondents must indicate a schedule of work indicating the notice required from the Village of Chatham prior to beginning work and the total time required to complete the project.

### **VI. Inspection and Enforcement**

Selected Contractor will be responsible for fines and judgments levied by the Village or County in reference to violation of codes by activities performed by Contractor. The Village may use a (third-party) landscape inspector and may request an inspection from the Village for verification of completion of work and compliance with applicable regulations prior to final payment.

### **VII. Payment Schedule**

One lump-sum payment will be provided upon completion of each project. Each project will be considered complete once:

- Contractor notifies Village's representative that work is complete
- Village conducts final walk-through and identifies any outstanding items (Village will complete walk-through within one week of notification of completion of work by the Contractor)
- Contractor completes outstanding items identified by the Village in the final walk through
- Code Enforcement Officer completes site inspection and verifies compliance with City code (if requested by the Village and completed within two weeks of Contractor's notice of completion of work)

The total project payment will be reduced by 5% if project is not completed by the stated schedule of work in the bid, with the exception of Acts of God including inclement weather, which must be communicated to the Village's representative at the time they are identified, and a new schedule mutually agreed upon.

#### **VIII. Prevailing Wage**

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

#### **IX. Performance Bond**

Contractor must provide with its bid a performance bond to the Village of Chatham in the penal sum of the amount bid executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the Village of Chatham, as a guarantee that said Contractor faithfully will perform the work in accordance with the contract. Said bond shall be conditioned to save and keep harmless said Village from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said Village by reason of any negligence, default or failure of the said contractor in performing the work; which bond shall be attached to the contract and made a part hereof. Failure to submit this performance bond with the bid shall deem the bid non-responsive.

**VILLAGE OF CHATHAM TREE TRIMMING BID FORM**

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

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

Address \_\_\_\_\_

Phone/fax/email \_\_\_\_\_

**Qualifications / Attachments**

Please attach copy of the contractor's certificate of insurance, performance bond, a statement on the contractor's experience with tree trimming, including certification that the contractor has the necessary equipment to perform the work, and certification of the ISA Certified Arborist that will be oversee tree trimming activities.

**Schedule of Work**

Minimum notice needed from the Village prior to beginning work: \_\_\_\_\_

Maximum number of days required to complete work (barring Acts of God including inclement weather, provided they are communicated to the Village's representative at the time they are identified):

\_\_\_\_\_

**Bid Amount / Payment**

Proposed Total Lump-Sum Fee for work for Live Line Clearance Contract: \$ \_\_\_\_\_

The undersigned is an authorized representative of the company and attests to the accuracy of the information provided on this bid, and agrees to the scope of work, terms and conditions and related material included on Bid. This bid may not be withdrawn within 30 days of issuance. A contract incorporating the terms and conditions of the bid may be required for further execution by the parties.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

Title

Date

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# Area 1

BONNIEBROOK

GLENWOOD

GLENWOOD

BONNIEBROOK

OTTONWOOD

**Tree Trimming Bid  
Village of Chatham**

**REQUEST FOR BIDS FOR  
Live Line Clearance Contract  
Area 2**

**PROPOSALS DUE BY 1:00 PM, September 1, 2020**

**I. Project Description & Proposal Process**

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Live Line Clearance Area 1

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Live Line Clearance in the village of Chatham Utility easements. See the attached location sketch map at the end of the document.



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### Extent of work

*Trees and undergrowth on the Right of way are to be completely removed.*

### Utility Location

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The total project payment will be reduced by 5% if project is not completed by the stated schedule of work in the bid, with the exception of Acts of God including inclement weather, which must be communicated to the Village's representative at the time they are identified, and a new schedule mutually agreed upon.

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#### **IX. Performance Bond**

Contractor must provide with its bid a performance bond to the Village of Chatham in the penal sum of the amount bid executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the Village of Chatham, as a guarantee that said Contractor faithfully will perform the work in accordance with the contract. Said bond shall be conditioned to save and keep harmless said Village from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said Village by reason of any negligence, default or failure of the said contractor in performing the work; which bond shall be attached to the contract and made a part hereof. Failure to submit this performance bond with the bid shall deem the bid non-responsive.

**VILLAGE OF CHATHAM TREE TRIMMING BID FORM**

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

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

Address \_\_\_\_\_

Phone/fax/email \_\_\_\_\_

**Qualifications / Attachments**

Please attach copy of the contractor's certificate of insurance, performance bond, a statement on the contractor's experience with tree trimming, including certification that the contractor has the necessary equipment to perform the work, and certification of the ISA Certified Arborist that will be oversee tree trimming activities.

**Schedule of Work**

Minimum notice needed from the Village prior to beginning work: \_\_\_\_\_

Maximum number of days required to complete work (barring Acts of God including inclement weather, provided they are communicated to the Village's representative at the time they are identified):

\_\_\_\_\_

**Bid Amount / Payment**

Proposed Total Lump-Sum Fee for work for Live Line Clearance Contract: \$ \_\_\_\_\_

The undersigned is an authorized representative of the company and attests to the accuracy of the information provided on this bid, and agrees to the scope of work, terms and conditions and related material included on Bid. This bid may not be withdrawn within 30 days of issuance. A contract incorporating the terms and conditions of the bid may be required for further execution by the parties.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

Title

Date

**THIS DOCUMENT MUST BE COMPLETED IN FULL AND RETURNED WITH ALL ATTACHMENTS REQUIRED UNDER THE "QUALIFICATIONS / ATTACHMENTS" SUBHEADING ABOVE.**



# Area 2

MOONLIGHT

GLENWOOD

GLENWOOD

