



AGENDA ITEM # 7G

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

September 9, 2019

Item Title: 2019 Parkway Tree Planting - Program Year 1

Staff Contact: Karen Young, Public Works Director

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute a contract for the 2019 Parkway Tree Planting Project between the Village of Roselle and the Fields of Caton Farm in the amount of \$29,680.00.

Executive Summary:

At the February 25, 2019 Committee of the Whole meeting staff and Graff Tree Care presented the Parkway Tree Planting Plan, which identified a roadmap for the Village of where to plant parkway trees, when to plant them, and which parkway trees are best suited for each planting site. The plan included a timeline and budget for the next 30 years to fill the empty parkway tree planting spaces which currently exist in our community. By following the plan the Village will develop a more diverse, healthy and resilient public tree population, which will be more resistant to disease and insect damage in the future.

In 2019 the Village has budgeted \$30,000 for the implantation of the first year of parkway tree plantings. Pricing was received from Acres Group, The Fields of Caton Farm and St. Aubin Nursery for the purchase and planting of the parkway trees. The lowest pricing was received from the The Fields on Caton Farm Inc. who is a tree nursery focused on supplying and planting municipal parkway trees. The Fields grows and supplies a wide variety of tree species and have available all the 2 ½” caliper trees on our reforestation list for 2019. The trees will be planted in mid October 2019. Pricing includes mulching and a 1-year warranty.

Implications:

Is this item budgeted? Yes – \$30,000 is budgeted in 4140570-73205

Any other implications to be considered? Yes, The Shared Cost Tree Planting Program (50/50) will not be offered this fall and will be re-introduced in 2020. The goal of the program in 2020 will include an option for residents to view an on-line mapping format of the open tree planting spaces, the tree options available for each space, a link to a website with information regarding the detail for each tree species, and possible on-

line application form. This is in an effort to make the process more user friendly and efficient for the residents and staff.

Attachments:

Resolution

Contract

Proposal

RESOLUTION NO. 2019-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT FOR THE 2019 PARKWAY TREE PLANTING PROJECT
BETWEEN THE VILLAGE OF ROSELLE AND THE FIELDS OF CATON FARM**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into a contract with The Fields of Caton Farm, 2412 Hacker Drive, Crest Hill, IL 60403 for the 2019 Parkway Tree Planting Plan Project; and

WHEREAS, the Village annually develops a parkway tree planting project to address deficiencies in the parkway trees; and

WHEREAS, the project scope involves the purchase and installation of parkway trees; and

WHEREAS, both parties agree to the terms and conditions set forth in the bid proposal and agreement for 2019 Parkway Tree Planting Project as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain Contract for 2019 Parkway Tree Planting Project between the Village of Roselle and The Fields of Caton Farm, which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 9th day of September, 2019

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. __-_____ 2019 Parkway Tree Planting

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and The Fields on Caton Farm Inc. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the Village has created a list of 107 2 ½" caliper parkway trees and their planting locations; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated 6/7/2019 which includes providing, planting, mulching and warranting for 1 year, 107 2 ½" caliper parkway trees, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$29,680.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$2,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the

required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. This contract calls for the replacement of trees which are planted as replacements due to the removal of diseased or irreparably damage trees, or trees that constitute a hazard, which is work specifically excluded from the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") <https://www2.illinois.gov/idol/FAQS/Pages/Landscaping.aspx#qst4> .

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty eight (48) business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request

thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 9th day of September, 2019.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

The Fields on Caton Farm Inc.
2412 Hacker Drive
Crest Hill, IL 60403

BY: _____
BY: _____

Mayor

Owner/President

ATTEST: _____

ATTEST: _____

Mike Schultz
 Village of Roselle
 31 S. Prospect Street
 Roselle, IL 60172

The Fields on Caton Farm, Inc.
 1850 Caton Farm Road
 Crest Hill, IL 60403
bneumann@fieldsnursery.com

Proposal - Fall 2019

Prepared By: Brian Neumann
 Date: 06/07/2019

Description	Size	Unit	Quantity	Unit Price	Extension	Comment
Bald Cypress	2.50"	Each	5	\$255.00	\$1,275.00	
Kentucky Coffeetree	2.50"	Each	2	\$285.00	\$570.00	
Northern Catalpa	2.50"	Each	7	\$255.00	\$1,785.00	
American Linden	2.50"	Each	6	\$275.00	\$1,650.00	
Littleleaf Linden	2.50"	Each	2	\$275.00	\$550.00	
Hybrid Elm	2.50"	Each	7	\$265.00	\$1,855.00	
London Planetree	2.50"	Each	8	\$265.00	\$2,120.00	
Ginkgo (Male)	2.50"	Each	9	\$355.00	\$3,195.00	Note 2.25" Caliper
Hackberry	2.50"	Each	3	\$275.00	\$825.00	
Redbud	2.50"	Each	4	\$265.00	\$1,060.00	
Donald Wyman Crabpple	2.50"	Each	4	\$240.00	\$960.00	
Japanese Tree Lilac	2.50"	Each	4	\$275.00	\$1,100.00	
Apple Serviceberry	2.50"	Each	4	\$275.00	\$1,100.00	
Thornless Hawthorn	2.50"	Each	2	\$265.00	\$530.00	
Thornless Black Locust	2.50"	Each	1	\$255.00	\$255.00	
Freeman Maple	2.50"	Each	4	\$265.00	\$1,060.00	
Totals			72		\$19,890.00	

Fall 2019 Average Unit Price \$276.25

Proposal - Spring 2020

Description	Size	Unit	Quantity	Unit Price	Extension	Comment
Shingle Oak	2.50"	Each	4	\$285.00	\$1,140.00	
London Planetree	2.50"	Each	4	\$265.00	\$1,060.00	
Bald Cypress	2.50"	Each	8	\$255.00	\$2,040.00	
American Hornbeam	2.50"	Each	2	\$275.00	\$550.00	
Black Gum	2.50"	Each	1	\$325.00	\$325.00	
Yellowwood	2.50"	Each	1	\$305.00	\$305.00	
European Beech	2.50"	Each	1	\$355.00	\$355.00	
Ohio Buckeye	2.50"	Each	2	\$280.00	\$560.00	
Sweetgum	2.50"	Each	1	\$275.00	\$275.00	
Ironwood	2.50"	Each	1	\$275.00	\$275.00	
English Oak	2.50"	Each	2	\$265.00	\$530.00	
Bur Oak	2.50"	Each	1	\$280.00	\$280.00	
Zelkova	2.50"	Each	1	\$275.00	\$275.00	
Red Horse Chestnut	2.50"	Each	1	\$325.00	\$325.00	
Totals			30		\$8,295.00	

Spring 2020 Average Unit Price \$276.50