

**AN ORDINANCE APPROVING A CONTRACT FOR THE PURCHASE OF TREES, MULCH AND FERTILIZER FOR THE CHATHAM PARK**

WHEREAS, the Village of Chatham has sought and obtained bids for trees, mulch and fertilizer for the Chatham Park;

WHEREAS, on ~~September~~ <sup>AUGUST</sup> 30, 1991, the bids were opened and the lowest responsible bidder identified;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1:** That contract with Illinois Forest Products, attached to this Ordinance as Exhibit A, with a not to exceed price of \$21,857.64, is hereby approved.

**SECTION 2:** The President is authorized to execute said contract on behalf of the Village with such minor emendations not changing the general tenor and price thereof, as he may deem appropriate.

**SECTION 3:** The proper officers of the Village are authorized and directed to perform such contracts in accordance with their terms.

PASSED this 10 day of September, 1991.

Carl D. Oblinger  
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:  
Pat Schall  
Village Clerk

AYES: 6  
NAYS: 0

PASSED: 9/10/91  
APPROVED: 9/10/91  
ABSENT: 0

**CONSTRUCTION CONTRACT**  
**CHATHAM PARK**  
**TREES, MULCH AND FERTILIZER**

**Description of Agreement**

This agreement defines the terms of a contract between the Owner:

The Village of Chatham  
116 E. Mulberry Street  
Chatham, IL  
tele: 217-483-2451

and the Contractor:

Illinois Forest Products  
Rte. #1, Box 24A  
West Morton Road  
Jacksonville, IL 62650  
tele: 217-245-1120

for construction of the project known as (providing) Trees, Mulch and Fertilizer to Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, and all Amendments and Change Orders issued by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

The Project shall be providing Trees, Mulch and Fertilizer for Chatham Park, Chatham IL.

**Contractor Agrees**

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,

To execute all work within the time period outlined in the specifications.

Construction Contract  
Trees, Mulch and Fertilizer, Chatham, IL  
Page 2

**Owner Agrees**

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit prices within 45 days upon the conditional approval of the work by the Landscape Architect.

**Termination of Contract**

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

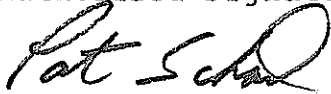
**Execution**

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham  
Owner

Illinois Forest Products  
Contractor

Authorized Signature:



Authorized Signature:

Date:

SEPTEMBER, 10, 1991

Date:

**CHATHAM PARK  
PROVIDING TREES, MULCH AND FERTILIZER**

**PROPOSAL**

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and Contract Documents which include the Proposal, Notice to Contractors, Specifications and all addenda thereto hereby proposes to provide all the labor, materials and services necessary to execute in a workmanlike manner the proposed project of Providing Trees, Mulch and Fertilizer to the Chatham Park.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , and issued thereto for the following prices:

item	no.	and unit	unit price	total price
<b>A. PLANT MATERIAL</b>				
1. Purple Ash	32	2 1/2"+	113.10	\$ 3619.20
	5	1 1/2"+	42.90	214.50
2. River Birch (Clump)	17	1"+	30.55	519.35
3. Ohio Buckeye Yellow Wood	6	1 1/2"+	49.40	296.40
4. Bald Cypress	5	1 1/2"+	24.05	120.25
	9	1"+	20.80	187.20
5. Western Catalpa	10	1 1/2"+	44.20	442.00
6. Kentucky Coffee Tree	4	2 1/2"+		
	59	1 1/2"+	49.40	444.60
7. Seedless Cottonwood Tulip Tree	19	1"+		
		1"	19.90	378.10
8. Hackberry	5	1 1/2"+	49.40	247.00
9. Cockspur Hawthorn	9	1"+	26.00	234.00
10. American Linden	15	1 1/2"+	49.40	741.00
11. Thornless Honeylocust	18	2 /12"+	104.00	1872.00
12. Red Maple	24	1 1/2"+	32.50	780.00
13. Silver Maple	4	1 1/2"+	23.40	93.60
	5	1"+	16.90	84.50

Proposal -- Chatham Park, Providing Trees, Mulch and Fertilizer  
 Page 2

14. Sugar Maple	8	2 1/2"+	117.00	\$ 936.00
	6	1 1/2"+	36.40	218.40
15. Bur Oak	3	2 1/2"+		
		1 1/2"+	73.12	219.39
16. Pin Oak	6	2 1/2"+	97.50	585.00
	5	1 1/2"+	31.20	156.00
17. Red Oak	23	2 1/2"	104.00	2392.00
18. Swamp White Oak	17	1 1/2"+	48.75	828.75
19. London Planetree	21	1 1/2"+	45.50	955.50
20. Eastern Redbud	13	1 1/2"+	33.80	439.40
	14	1"+	18.85	263.90
21. Serviceberry	30	1"+	24.70	741.00
22. Weeping Willow	15	1"+	15.60	234.00
23. Douglas Fir	20	4'	23.40	468.00
24. Red Pine	11	6'	49.40	543.40
	16	4'	30.55	488.80
25. White Pine	26	6'	26.00	676.00
	28	4'	14.30	400.40
B. MULCH	60	cu.yds.	11.00	660.00
C. FERTILIZER	3000	tablets	63.00/500	378.00

TOTAL OF BID \$21,857.64

Signature/Authorized Representative:

*Donald E. Schuber*

Date: August 29, 1991

Company Name: Illinois Forest Products

Address: R.R.#1, Box 24A

West Morton Road, Jacksonville, Il. 62650

Telephone:

217-245-1120

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

## CHATHAM PARK

### SPECIFICATIONS FOR PROVIDING TREES, MULCH AND FERTILIZER

#### I. PROJECT DESCRIPTION

##### A. Description of Work

This project involves providing trees, mulch and fertilizer to the Village of Chatham. Trees, mulch and fertilizer shall be delivered at three times -- fall 1991, spring 1992, and fall 1992. Trees shall be delivered to the Chatham Park located approximately 1/2 mile south of the Village Square on the east side of South Main.

##### B. Time Schedule

Fall deliveries shall begin in mid-September and be completed in mid-October. Spring delivery shall begin in mid-March and be completed in mid-April. Each delivery shall be scheduled with the Landscape Architect to assure delivery times and locations (Staging Areas) convenient for the planting of trees by others.

##### C. Payment for Work

Payment for work will be at the contract bid prices. All other requirements described herein shall be incidental to the bid prices. Contractor shall request payment for completed work at the end of each of the three delivery times. Estimates of completed work will be reviewed and approved by the Landscape Architect.

##### D. Warranty

All materials shall meet the specifications for species, sizes, and quality at the time of delivery. Any material found to be substandard shall be removed from the site and replaced by the Contractor. No warranty shall be required after acceptance of material.

##### E. References

- a. U.S.D.A. Standards for Nursery Stock, American Association of Nurserymen.
- b. Standardized Plant Names, American Joint Committee on Horticulture Nomenclature.

## II. GENERAL REQUIREMENTS

A. Contractor shall carry comprehensive general liability insurance in the amount of \$500,000 per occurrence and \$1 million in aggregate. Contractor shall carry comprehensive automobile liability insurance in the amount of \$500,000 per occurrence and \$1 million in aggregate. Contractor shall provide Worker's Compensation and Employer's Liability Insurance in accordance with Illinois state laws. Contractor shall provide a copy of the coverage at the Client's request. Insurance shall remain in affect through the life of the contract.

B. All work is to be done by a firm specializing in such work with documented 3 years experience in similar work. The personnel of the firm shall be experienced in the work specified and shall work under the direction of a skilled foreman.

C. The contractor shall maintain access for vehicular and pedestrian traffic during construction operations.

D. Contractor shall provide barricades, warning signs, lights, and all other devices necessary to ensure safety of the employees and public.

E. Contractor shall be responsible for the security and protection of all his personnel, equipment, and materials involved in this project.

F. All existing site improvements shall be protected against injury from construction activities. Any features damaged by the contractor shall be the responsibility of the contractor to repair or replace subject to approval by Landscape Architect.

G. All material and workmanship is subject to inspection and approval by the Landscape Architect. Any aspect not meeting the requirements of these specifications or the plans shall be rejected and the contractor shall provide replacement work which meets the project requirements. Contractor shall notify Landscape Architect in advance of deliveries so the Staging (Drop) Areas can be staked.



### III. SCOPE OF WORK

#### E. Trees

##### 1. Material Requirements

- a. All material shall be park grade or better.
- b. All plants shall conform to the species, variety and cultivar specified in attached Plant List and Schedule and to the sizes specified unless specifically authorized by Landscape Architect.
- c. Plant material shall be healthy and disease and insect free, and have well established roots, balls which are solid and undamaged, and a growth habit representative of that species. Landscape Architect shall inspect and approve all material either at a field/nursery location or at the site.
- d. Bare root stock shall have a fully branched upper growth and roots which are well developed with a length at least 75% of the upper growth. Bare roots shall be thoroughly covered with very moist spagnum moss and sealed in plastic bags.

##### 2. Handling Requirements

- a. Material shall be transported and handled to avoid physical damage and dessication of the plants. Protective covering shall be used during shipment.
- b. Each tree shall be clearly labeled with size, species and variety.
- c. Trees shall be unloaded at Staging Areas designated by Landscape Architect.
- d. Trees shall be delivered according to the attached Plant List and Schedule.

#### B. Mulch

##### 1. Material Requirements

Mulch shall be shredded hardwood with pieces no greater than 4" in any dimension and free from foreign material. The source and wood composition shall be approved by Landscape Architect.

2. Handling Requirements

a. Loads of mulch shall be dumped at the site in compact piles as directed by the Landscape Architect.

b. Approximately 1/3 total mulch shall be delivered at each of the three delivery times.

C. Fertilizer

1. Material Requirement

Fertilizer shall be 10 gram tablets which will release in 2 years and contain 14% nitrogen, 14% phosphorus, and 14% potassium.

2. Handling Requirements

a. Fertilizer shall be delivered to the site in original packaging showing the weight, analysis and manufacturer.

b. Approximately 1/3 total fertilizer shall be delivered at each of the three delivery times.

Chatham Park Plant List and Schedule

Fall 1991 Delivery

common name	botanical name	size	quantity
Purple Ash	Fraxinus americana 'Autumn Purple'	2 1/2"+ BB	25
Western Catalpa	Catalpa speciosa	1 1/2"+ BB or container	7
Kentucky Coffee Tree	Gymnocladus dioicus	2 1/2"+ BB	4
Linden	Tilia americana	1 1/2"+ BB or container	7
Honeylocust	Gleditsia triacanthos inermis	2 1/2"+ BB	18
Red Maple	Acer rubrum	1 1/2"+ BB or container	12
Silver Maple	Acer saccharinum	1 1/2"+ BB	4
Sugar Maple	Acer saccharum	1 1/2"+ BB or container	6
Pin Oak	Quercus palustris	2 1/2"+ BB 1 1/2"+ BB or container	6 5
Red Oak	Quercus rubra	2 1/2"+ BB	16
Swamp White Oak	Quercus bicolor	1 1/2"+ BB or container	6

Chatham Park Plant List and Schedule  
Spring 1992 Delivery

common name	botanical name	size	quantity
Purple Ash 'Autumn Purple'	Fraxinus americana or container	1 1/2"+ BB	5
River Birch	Betula nigra	1"+ BR	17
Cottonwood	Populus deltoides 'Siouxland'	1"+ BR	19
Bald Cypress	Taxodium distichum	1"+ BR	9
Cockspur Hawthorn	Crataegus crusgalli	1"+ BR	9
Linden	Tilia americana	1 1/2"+ BB or container	8
Red Maple	Acer rubrum	1 1/2"+ BB or container	12
Silver Maple	Acer saccharinum	1"+ BR	5
Plane Tree	Platanus x acerifolia 'Bloodgood'	1 1/2"+ BB or container	12
Redbud	Cercis canadensis	1 1/2"+ BB or container 1"+ BR	13 14
Serviceberry	Amelanchier x grandiflora	1"+ BR	30
Weeping Willow	Salix alba 'Tristis'	1"+ BR	15
Douglas Fir	Pseudotsuga menziesii	4'+ BB or container	20
Red Pine	Pinus resinosa	6'+ BB 4'+ BB or container	11 16
White Pine	Pinus strobus	6'+ BB 4'+ BB or container	26 28

Chatham Park Plant List and Schedule  
Fall 1992 Delivery

common name	botanical name	size	quantity
Purple Ash	Fraxinus americana 'Autumn Purple'	2 1/2"+ BB	7
Ohio Buckeye	Aesculus glabra	1 1/2"+ BB or container	6
Western Catalpa	Catalpa speciosa	1 1/2"+ BB or container	3
Kentucky Coffee Tree	Gymnocladus dioicus	1 1/2"+ BB or container	5
Bald Cypress	Taxodium distichum	1 1/2"+ BB or container	5
Hackberry	Celtis occidentalis	1 1/2"+ BB or container	5
Sugar Maple	Acer saccharum	2 1/2"+ BB	8
Bur Oak	Quercus macrocarpa	2 1/2"+ BB	3
Red Oak	Quercus rubra	2 1/2"+ BB	7
Swamp White Oak	Quercus bicolor	1 1/2"+ BB or container	11
Plane Tree	Platanus x acerifolia 'Bloodgood'	1 1/2"+ BB or container	9

CHATHAM PARK

PROVIDING TREES, MULCH AND FERTILIZER

NOTICE TO CONTRACTORS

Sealed proposals will be received for Providing Trees, Mulch and Fertilizer to the new community park in Chatham, IL until 4 pm local time on August 30, 1991 at Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publically opened and read.

The project involves providing 454 trees of various species and sizes, shredded wood mulch and fertilizer tablets in three deliveries -- fall 1991, spring 1992, and fall 1992.

Specification and other bid documents may be obtained at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 45 days after the bid opening date.

ORDINANCE CERTIFICATE

STATE OF ILLINOIS     )  
                                  )    SS.  
COUNTY OF SANGAMON    )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 91-46, adopted by the President and Board of Trustees of said Village on the 10 day of SEPTEMBER, 1991, said Ordinance being entitled:

**AN ORDINANCE APPROVING A CONTRACT FOR THE  
PURCHASE OF TREES, MULCH AND FERTILIZER FOR THE CHATHAM PARK**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 10 day of SEPTEMBER, 1991.

  
\_\_\_\_\_  
Village Clerk

PREPARED BY:

John M. Myers  
LONG, MORRIS, MYERS & RABIN, P.C.  
1300 South Eighth Street  
P. O. Box 1858  
Springfield, IL 62705-1858  
Telephone: 217/544-5000