

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

January 14, 2019

ADDENDUM NO. 2

FOR

Tree Stump and Debris Removal Service

Specification No. 695787

This document contains:

- I. Revisions to the Specification**
- II. Questions Submitted for Clarification**
- III. Addendum Receipt Acknowledgment**

For which Bids are scheduled to be received no later than 11:00 a.m., Central Time on December 27, 2018, in the Department of Procurement Services, Bid & Bond, Room 103, City Hall.

Required for use by:

City of Chicago Department of Streets and Sanitation



This Addendum is distributed by:

CITY OF CHICAGO
Department of Procurement Services

Bidder must acknowledge receipt of this Addendum No. 2 on the Bid Execution and Acceptance Page (Article 11) and should complete and return the attached Acknowledgment by email to Robert.Kelly@cityofchicago.org

**Attn: Robert Kelly, Senior Procurement Specialist
(312) 744-2025**

The information contained in this Addendum No. 2 is incorporated by reference into the original Specification issued on November 20, 2018.

RAHM I. EMANUEL
MAYOR

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

January 14, 2019

ADDENDUM NO. 2

TO

TREE STUMP AND DEBRIS REMOVAL SERVICE

For

Specification No. 695787

For which Bids will be opened in the office of the Chief Procurement Officer, Department of Procurement Services, Bid & Bond, Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 at **11:00 A.M., Central Time on January 16, 2019.**

The following additions and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in force and are binding. Any additional work required by this Clarification shall conform to the applicable provisions of the original Contract Documents.

Bidder must acknowledge receipt of this Addendum No. 2 on the Bid Execution and Acceptance page (Article 11) and should complete and return the attached Acknowledgement by email to Robert.Kelly@cityofchicago.org.

SECTION I: REVISIONS TO THE SPECIFICATION

1.) Notice of Bid Postponement

CURRENT BID/PROPOSAL OPENING DATE:

January 16, 2019

NEW BID/PROPOSAL OPENING DATE:

January 31, 2019

2.) Article 5. Scope of Work and Detailed Specifications, Section 5.1 General has been deleted in its entirety and replaced with the following:

5.1. General

The Contractor must furnish and perform Tree Stump and Debris Removal for the City of Chicago, Department of Streets and Sanitation, Bureau of Forestry at various locations throughout the City in accordance with the terms and conditions of performance of this specification. All tree removal will occur on City-owned property.

The details of the general scheme in this contract are not to be construed as including all items and operations necessary for the completion of the work under this contract. All work done under this contract will be done in accordance with specifications for work and as directed by the Commissioner of Streets and Sanitation or authorized representative.

The Contractor must remove Tree Stump and resultant chip debris in accordance with the law and subject to the specifications and direction of the Deputy Commissioner of Forestry.

All work must follow recognized and accepted arboricultural standards and existing City of Chicago, Bureau of Forestry policies. Work must be provided by trained and experienced individuals.

Scheduling is the responsibility of the Contractor(s). The Contractor must have adequate resources in all service areas daily to complete the required request(s).

It is the Contractors responsibility to request permits upon receipt of service request. The Contractor should notify the Commissioner or authorized representative if the permits are not received in 7-10 days.

3.) Article 5. Scope of Work and Detailed Specifications, Section 5.8.1 Work Description (Crew, Equipment and Vehicle Information) has been deleted in its entirety and replaced with the following:

5.8.1. Work Description (Crew, Equipment and Vehicle Information)

At the time of bid submission, the Contractor must have the ability to provide and maintain at minimum sufficient crews and equipment to remove five hundred (500) stumps or 12,000 inches per week. The amount of stumps that need to be removed is based on the amount of trees that the Department cut during the season. The Contractor must provide evidence of completed work orders by submitting the daily crew sheets no later than 9:00 a.m. daily – Monday through Friday.

The Contractor must remove and properly dispose of all obstructions impeding the removal of the stump including but not limited to grates, decorative fencing, etc. The Contractor must attempt to salvage and return all items when possible to the stump area. If the Contractor encounters decorative fencing or other objects belonging to private property owners and impeding the removal of a stump, the Contractor shall not remove the stump until the property owner removes such objects.

The average tree stump is twenty-two (22) inches. This is determined by the diameter of the tree stump cut at 4.5 feet above the ground (DBH) ***(in the US, tree diameter is usually measured at 4.5 ft. (137 cm) above ground level. Measurement at this height is referred to as diameter at breast height or DBH.)*** No additional inches are to be added due to surface root removal. Each crew will be required to have (or equivalent) Stumpers Mechanical Diesel powered 75 HP stump cutter with 28" cutter wheel capable of 96" cutting width and vehicle must have capacity to retain surplus chip debris, branches, etc., and transport such materials off job sites. The Contractor must use all means necessary to temporarily remove and replace all tree grates where present in order to carry out stump removal and return the site to the original condition.

The City reserves the right to increase or decrease the level of Services required under this Contract.

Tree stumps are to be removed to a depth of approximately ten (10) inches below surface and include the removal of all surrounding surface roots within seventy-two (72) inches of the circumference of the existing tree stump.

The Total Group Extended Bid Price will be based on the Estimated Usage Amount per inch by the vendor Price which will equal the Extended Price by each defined Group/Area. Tree stumps are to be removed to a depth of approximately ten (10) inches below surface and include the removal of all surrounding surface roots within seventy-two (72) inches of the circumference of the existing tree stump in preparation as a future tree planting site.

The Contractor must excavate and backfill the parkway to a level condition of the surrounding terrain with material that does not violate any rules governing the Illinois Environmental Protection Act, at the Contractor's own expense.

This material may be stump grindings, topsoil or other acceptable material at the contractor's discretion.

The work site must be left in a condition satisfactory to the Department of Streets and Sanitation Commissioner or authorized representative. The contractor is advised to contact the Bureau of Forestry immediately if they receive any/all citations.

Unused chip-debris must be removed from the work site within forty-eight (48) hours of the stump being removed, weather permitting or unless otherwise directed by the Commissioner of Streets and Sanitation or authorized representative. Fallen branches in areas of tree, yard, and surrounding areas must be removed. All work must be performed by skilled personnel directly employed and supervised by the Contractor.

All fallen branches must be removed from the work site within forty-eight (48) hours. The Contractor, at its expense, will be required to transport wood chips to either of the following locations whichever is closest to the Contractors service location: 2332 S. Ashland, Chicago Illinois, 5333 N. Western, Chicago Illinois, 9999 Foster, Chicago, Illinois, 7159 S. Keeler, Chicago, Illinois or 900 E. 103rd St, Chicago, Illinois.

Failure to initiate and maintain the above listed level of productivity will result in a recommendation that the Bureau of Forestry, Deputy Commissioner find the

Contractor in violation of the contract and may lead to default proceedings against the Contractor.

The Contractor must perform the work with all due care, taking precautions against injury to persons and damage to property and against interference with traffic or abutting property. Contractor will, at his own expense, erect such barricades, display such lights and signs, give such warnings and adopt and enforce such rules and regulations as may be necessary. Contractor will also take such precautions to safeguard all persons engaged in the work and its supervision.

The work site must be left in a condition satisfactory to the Department of Streets and Sanitation Commissioner or authorized representative.

Only those tree stumps designated by the Bureau of Forestry will be removed. Tree stumps are to be removed in reasonable order, considering parked cars and existing conditions. All work must be performed to the Bureau of Forestry's satisfaction. In the event, the Contractor does not comply with the standards set forth in this Contract; the Contractor agrees to re-perform the work to the satisfaction of the Bureau of Forestry at Contractor's own expense.

Generated debris from emergency stump removal operations must be removed from the work site. If emergency trenching prohibits the contractor from removing the debris within 24 hours the contractor will be allowed additional time for removal, however the contractor is ultimately responsible for removal of the stump debris in all situations.

The contractor must excavate and backfill the parkway to a level condition of the surrounding terrain with material that does not violate any rules governing the Illinois Environmental Protection Act, at the owner's expense.

This material may be stump grindings only, there is no restoration policy in place.

The Work site must be left in a condition satisfactory to the Department of Streets and Sanitation Commissioner or authorized representative. The contractor is advised to contact the Bureau of Forestry immediately if they receive any/all citations.

Inches are determined by the Department of Forestry. This determination is industry standard per the International society of arboriculture. Please visit the following website:

<https://www.isa-arbor.com/education/onlinelearning/podcastDetail?ID=39&EP=1295>

- 4.) Article 5. Scope of Work and Detailed Specifications, Section 5.8.2. Transporting Remaining Wood, Grates and Debris has been deleted in its entirety and replaced with the following:**

5.8.2. Transporting Remaining Wood, Grates and Debris

The Contractor will be responsible for removing and transporting of, but not limited to, remaining wood, grates and debris. All work areas must be kept in such a manner as to cause as little inconvenience as possible to the general public and adjacent property owners. Wood should not be placed and/or stacked in any location beyond the curb-site where it may impede the main flow of vehicular traffic. Driveways are not to be blocked with generated materials at any time.

The contractor is required to remove and reinstall tree grates around tree stumps they are removing whenever possible to restore the site to its original condition; or if the grates are broken. These actions are incidental to the contract and no additional compensation will be made to the contractor. The Bureau of Forestry will notify the Department of Transportation (CDOT) to dispose of the broken grates.

The contractor should review and familiarize themselves with the detailed specifications from the manufacturers of tree grates in order to determine how to disassemble/replace the grates for stump removal. These specifications for tree grates are listed online by manufacturer.

5.) Article 5. Scope of Work and Detailed Specifications, Section 5.8.3. Jobsite Access has been deleted in its entirety and replaced with the following:

5.8.3. Jobsite Access

The normal access to a job site will be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, it will be the Contractor's responsibility to obtain the property owner's permission in writing. Contractor must notify the Commissioner of the Bureau of Forestry of each instance in which Contractor had to place equipment and/or personnel on private property and shall, upon request of the Commissioner of the Bureau of Forestry, provide copies of the written permission obtained from the property owner. Contractor and its personnel must be courteous to the public at all times.

The Contractor will be responsible for the protection against damages to all existing trees, plants other growths and other features to remain. The Contractor will be liable for any and all damage to such trees, plants and other growths and other features, real property and vehicles, and shall replace, restore or provide for the return to their original condition.

Work performed on property which is not under the jurisdiction of the Bureau of Forestry is not authorized. Contractor's personnel observed working on unauthorized property will be removed from the job site and terminated from working on this City contract immediately.

When the contractor identifies an "obstructed" stump they should proceed with stump grinding as outlined. If the contractor is unable to complete the work because of a privately installed obstruction, they should contact the Bureau of

Forestry who will notify the adjacent property owner to remove the obstruction. Once the obstruction is removed, the Bureau of Forestry will notify the contractor so that the work may be completed.

Independent of this contract, the Bureau of Forestry pre-inspects and notifies the adjacent property owners to remove fences, planters or other privately owned public obstructions, so that tree/stump removal is possible. However, the Bureau of Forestry does not regulate hardscape installations/removals on the parkway and will make no guarantee all obstructions will be removed before the contractor visits a site.

No additional compensation will be made to the contractor for time traveling to obstructed stumps.

6.) Article 5. Scope of Work and Detailed Specifications, Section 5.8.9. Equipment Signs and Markings has been deleted in its entirety and replaced with the following:

5.8.9. Equipment Signs and Markings

Both vehicle doors, on all vehicles, must prominently display the Contractor's name, address and telephone number.

The Contractor must have two (2) project signs with legible lettering, green is preferred, on a white background secured to each vehicle during the performance of this contract. The size of the sign must be 2 ft. x 2 ft. Lettering must be three to four inches (3-4") in height. The sign must read as follows:

**Vehicle No
Company Name
Company Address
Company Phone Number
Contracted by:
The City of Chicago
Department of Streets and Sanitation
Specification No 695787 Tree Stump and Debris Removal Services**

Material for the project sign is to be of professional quality. The Contractor must present a sample sign for approval. The project sign must be removed from the truck when it is not assigned to this project and turned in to the City of Chicago at the end of the Contract.

Prior to use, a list of proposed vehicle types, sizes, age and equipment including copies of registration and company fleet number, if any must, be submitted to Bureau of Forestry for approval.

The Bureau of Forestry will provide to the contractor, no parking signs. The contractor must post signs at least twenty-four (24) hours prior to the proposed work date, with no more than a three (3) day "no parking" posting. After the work is completed or the posting expires, the contractor must remove all signs.

If after posting for “No Parking” vehicles are blocking access to the work site, the vendor should notify the Bureau of Forestry to make arrangements for vehicle tows to access the work site.

No additional compensation will be made for repeat visits to a work site obstructed by vehicles.

SECTION II: QUESTIONS SUBMITTED FOR CLARIFICATION

Question 1:

Please provide clarification on how contractors will be compensated when tree stump significantly exceed the size provided by Bureau of Forestry, e.g. when the stump 's root system fills the entire parkway, or when a stump determined to be a certain size is more than double when encountered in the field.

Answer: See Revision #3.

Question 2:

Please provide clarification regarding what assistance will be provided to contractors in heavily congested wards (e.g. 2, 42, 43, 44 etc.) when car owners ignore No Parking signs, when no tow trucks will relocate cars, and police or parking officers will not issue tickets for parking on No Parking zones. Will compensation be provided for returning to these sites multiple times to find that they cannot be completed?

Answer: See Revision #6.

Question 3:

Please clarify if contractors will be compensated for time spent traveling to obstructed stumps (by fence, planters or otherwise) multiple times. Will Bureau of Forestry inspect stumps and inform contractor of any other obstructions beforehand?

Answer: See Revision #3.

Question 4:

Please provide further information on contractors' responsibilities regarding tree grates in the public way. What coordination, assistance, or compensation will be provided for removing bolted-in grates, grates where the metal has become embedded in the tree trunk, etc.

Answer: See Revision #4.

Question 5:

Please clarify contractors' responsibility to remove generated debris on emergency jobs, e.g. stump removals for Water Management where the DWM crews will be digging in the exact same area once the stump has been removed.

Answer: See Revision #3.

Question 6:

Per the work specifications in the contract, contractors are to backfill the excavation to grade with material generated by grinding stump. As in the case with loose material, over time, the material generated will settle, potentially leaving the parkway unlevel. Despite the fact that past contracts (and this contract) do not include provisions to restore the parkway with soil, sod, etc., CDOT inspectors have written citations for failure to properly restore the parkway, sometimes well in excess of a year after work has been completed. In order to resolve these citations, the contractor has completed the work per specification. Please clarify if contractor will be reimbursed for costs associated with these erroneous citations, or if Bureau of Forestry will assist in ensuring that the erroneous citations are not issued in the first place.?

Answer: See Revision #3.

Question 7:

Once the City has determined that the lowest responsible bidder, what steps will the City take to ensure that the lowest responsible bidder has the proper equipment and manpower to adequately meet the scope of work outlined in the contract?

Answer: Please see the Requirements for Bidding and Instructions to Bidders, 1.20. Evaluation of Bids, Revision #3 and Article 10. Bidder Contact Information.

Question 8: When is the start date for this contract?

Answer: The actual start date is to be determined.

Question 9: Will the City of Chicago be liable for emergency stump removal request without permits? For example, we are giving emergency stumps throughout the day and are required to perform the work without having the time to request permits and receive those permits.

Answer: The City of Chicago is not liable for any services performed without an approved permit. Please see Detailed Specifications 5.8.7. Permitting.

Question 10: Will the City of Chicago be liable for changing the schedule workload at the last minute without permits? For example, we are given 16 pages of work with several wards, and sometimes any given day we are told to stop what we are working on and change to another ward (this new ward, we have not requested permits for).

Answer: See Revision #2.

Question 11: Will the City of Chicago pay for the true inches for stumps that are measured incorrectly?

Answer: See Revision #3.

**CITY OF CHICAGO – DEPARTMENT OF PROCUREMENT SERVICES
SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER**

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

January 14, 2019

Addendum No. 2

SPECIFICATION NO. 695787

FOR

City of Chicago Department of Streets and Sanitation

Required by:



CITY OF CHICAGO

Department of Streets and Sanitation

Consisting of Sections I, II and III including this Acknowledgment.

SECTION III. ADDENDUM RECEIPT ACKNOWLEDGMENT

I hereby acknowledge receipt of Addendum No. 2 to the Specification named above and further state that I am authorized to execute this Acknowledgment on behalf of the company listed below.

Signature of Authorized Individual

Title

Name of Authorized Individual (Type or Print)

Company Name

Business Telephone Number

Complete and Return this Acknowledgment by email to:

Robert.Kelly@cityofchicago.org

Attn: Robert Kelly, Senior Procurement Specialist