

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2022-109

AN ORDINANCE AWARDING THE 2022-2023 PARKWAY TREE TRIMMING BID TO  
WINKLER SERVICES LLC FOR AN AMOUNT NOT TO EXCEED \$65,100

THE 1<sup>ST</sup> DAY OF NOVEMBER 2022

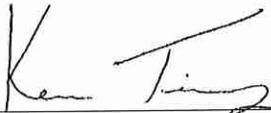
Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
1<sup>st</sup> day of November, 2022



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2022-109 AN ORDINANCE AWARDDING THE 2022-2023 PARKWAY TREE TRIMMING BID TO WINKLER SERVICES LLC FOR AN AMOUNT NOT TO EXCEED \$65,100 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM NOVEMBER 1, 2022 TO NOVEMBER 11, 2022.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 1<sup>st</sup> DAY OF NOVEMBER 2022

  
\_\_\_\_\_  
Notary Public



**VILLAGE OF VERNON HILLS  
ORDINANCE 2022-109**

**AN ORDINANCE AWARDING THE 2022-2023 PARKWAY TREE TRIMMING  
BID TO WINKLER SERVICES LLC FOR AN AMOUNT NOT TO EXCEED  
\$65,100**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, \$65,000 is delineated in Fiscal Year 2023 budget account (0102047-520600) for Contractual Parkway Tree Trimming; and

**WHEREAS**, the Village received one (1) sealed bid on October 21, 2022 for Parkway Tree Trimming 2022-2023; at which time it was publicly opened; and

**WHEREAS**, the qualifying bid of \$102,740 was received by Winkler Services LLC; and

**WHEREAS**, to keep expenditures within budget, staff will be eliminating areas 4 & 3 from the contract and will have the contractor perform tree trimming within areas 1, 2 & 5 only. These areas include approximately 811 trees within the Country Club Estates and Grosse Pointe Subdivisions as well as Sullivan Drive within the Deerpath Subdivision for a cost not to exceed \$65,100; and

**WHEREAS**, the additional \$100 to complete areas 1, 2 & 5 is available within the same budget account (0102047-520600); and

**WHEREAS**, expenditures over \$25,000 require Board of Trustee approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all required documents with Winkler Services LLC for the Parkway Tree Trimming 2022-2023 contract for an amount not to exceed \$65,100.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Winkler Services LLC for an amount not to exceed \$65,100 within the Fiscal Year 2023 budget.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2022-109.

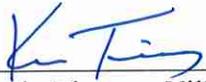
Dated the 1st of November, 2022

Adopted by roll call votes as follows:

AYES: 5 –Forster, Takaoka, Schenk, Marquardt, Koch  
NAYS: 0 – None  
ABSENT AND NOT VOTING: 2 – Oppenheim, Byrne

  
Thom Koch Jr., Chairman/Pro Tem

PASSED: 11/01/2022  
APPROVED: 11/01/2022  
ATTEST: 11/01/2022

  
Kevin Timony, Village Clerk



## ADDENDUM

This Addendum is in addition to the terms in the attached Agreement between Contractor and the Village of Vernon Hills and shall be deemed an integral part of said Agreement. To the extent the terms in this Addendum conflict with the terms in the attached Agreement, the terms in this Addendum shall control.

1. Direction of Work. Contractor agrees that the Director of Public Works, or his designee, shall be Contractor's point of contact with the Village and all communications between Contractor and the Village shall be made through the Director of Public Works and/or his designee. The Director of Public Works or his designee will provide direction to Contractor to enable Contractor to perform the work but shall not be responsible for controlling Contractor's manner, means or methods of performing the work.
2. No Employment Relationship. Nothing in the Contractor's Agreement or this Addendum, or any exhibit, shall create an employee-employee relationship between Contractor or any individual and the Village. Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village.
3. Insurance. Contractor shall provide insurance at or above the minimum standards in the attached Exhibit A.
4. Payment. Contractor stipulates and agrees that the Village shall make payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Right to Withhold Payment. Without prejudice to any other remedy or right the Village may have, the Village may withhold payment, either in whole or in part, based on: (1) Contractor's failure to perform; (2) claims by subcontractors or others; (3) for damage caused by Contractor in the performance of its work; or (4) for work that is flawed or defective; or (5) based on Contractor's failure to comply with any terms of this Agreement or any Addendum or Exhibit.
6. No Liens. Contractor agrees that it shall not place a lien on any equipment or property of, or belonging to, the Village.
7. Contractor Certifications. Contractor agrees to execute the Certification attached as Exhibit B and certifies that each of the statements contained therein are true and correct.
8. Termination. The Village shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement

of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

9. Indemnification. As a material inducement for the Village to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Village and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Village, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

**OWNER:**

Attest/Witness

**VILLAGE OF VERNON HILLS**

By: *Genevieve Kowal*

By: *K. King*

Title: EXECUTIVE SECRETARY

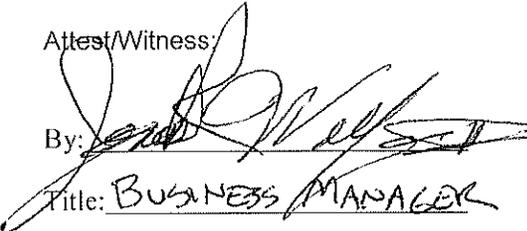
Title: Village Manager

CONTRACTOR:

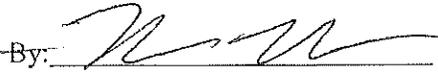
Attest/Witness:

WINKLER SERVICES LLC

By:



By:



Title:

BUSINESS MANAGER

Title:

KEVIN HALBERT, OWNER

## EXHIBIT A

### INSURANCE REQUIREMENTS

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

#### Property Insurance:

##### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$3,000,000 per person per aggregate; or Villages and Contractors Protective Liability: \$1,000,000 combined single limit per occurrence.
- Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- If Contractor's current policies do not provide the required coverage in this Exhibit A, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of this Contract.

##### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

##### Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its officers, officials, employees, and volunteers shall be covered as additional insureds on Contractor's Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on

**behalf of Contractor.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.

- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor's policy or policies of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

### **Worker's Compensation and Employers' Liability Coverage**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

### **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

### **Acceptability of Insurers**

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

## Certificates of Insurance

**Contractor shall furnish The Village with certificates of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause as follows:**

- Additional insured endorsement on the General liability
- Additional insured endorsement on the Automobile
- Primary non-contributory endorsement on the General Liability
- Primary non-contributory endorsement on the Automobile
- Waiver of Subrogation endorsement on the Workers Compensation

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. **The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date,** and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

## Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## EXHIBIT B

### CONTRACTOR CERTIFICATION

Contractor hereby certifies that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of Contractor, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/1 1-42,1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during, the performance of the Agreement, Contractor shall:
  1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
  3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or

refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois Department of Human Rights and Contractor will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;
6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with The Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
10. in compliance with 30 ILCS 580/I et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
  - (a) notifying employees that the unlawful manufacturer, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace.
  - (b) specifying the actions that will be taken against employees for violations of such prohibition.

- (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:
    - i. abide by the terms of the statement; and
    - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction
    - iii. establish a drug-free awareness program to inform employees about:
      - (A) the dangers of drug abuse in the workplace;
      - (B) Contractor's policy of maintaining a drug-free workplace;
      - (C) any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug violations;
      - (D) make it a requirement to give a copy of the statement to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
  - (d.) notifying the Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
  - (e) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (f) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
  - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and
11. not in violation of Village Ordinances by Contractor having given to any officer, employee, spouse of or immediate family member living with any officer or employee of The Village any gift except as otherwise permitted therein.

12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, Contractor and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

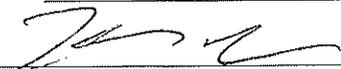
(B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Contractor and approved by the Architect. Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Contractor has hereunto set his/their hands and seals this 4<sup>th</sup> day of NOVEMBER 20 22.

CONTRACTOR

Business Name: WINKLER SERVICES LLC

Signature: 

Printed Name: KEVIN HAUBERT

Title: OWNER

Date: 11/4/22

PARKWAY TREE TRIMMING 2022-2023

VILLAGE OF VERNON HILLS  
290 Evergreen Drive  
Vernon Hills, Illinois 60061

Roger Byrne	Mayor
Thom Koch Jr.	Trustee
Michael Marquardt	Trustee
Nancy Forster	Trustee
Craig Takaoka	Trustee
David Oppenheim MD	Trustee
Michael Schenk	Trustee

*PREPARED BY:*  
Kenneth Loar  
Crew Leader / Forestry  
Vernon Hills Public Works

*DATE:*  
September 30, 2022

VILLAGE OF VERNON HILLS  
 PARKWAY TREE TRIMMING 2022-2023

BID PACKET  
TABLE OF CONTENTS

Section I	<u>General Instructions to Bidders</u>	Page
	Invitation for Bidder's Proposals .....	3
	1. Interpretation of Documents Included in Bid Package .....	4
	2. Blank .....	4
	3. Preparation of Proposal.....	4
	4. Signature Requirements .....	5
	5. Submission of Proposals .....	5
	6. Withdrawal of Proposals.....	5
	7. Qualification of Contractor .....	5
	8. Disqualification of Contractor .....	6
	9. Award of Contract.....	6
	10. Notice of Award; Effective Date of Award .....	6
	11. Closing of Contract .....	6
	12. Failure to Close .....	7
	13. Insurance .....	7
Section II <u>Specifications for Trimming of Parkway Trees and Bid Proposal</u>		
	Part 1 General Requirements .....	9
	Part 2 Tree Trimming Requirements .....	14
	Part 3 Term of Contract .....	17
	Bid Proposal.....	18
	References, Equipment and Certification Info.....	19
	Bidrigging .....	20
	Attachment A .....	Approximate Tree Amounts Per Area
	Attachment B .....	Proposed Tree Trimming Street Locations
	Attachment C .....	Proposed Trimming Areas Map

**Request for Proposals  
for  
Parkway Tree Trimming 2022-2023  
The Village of Vernon Hills**

---

**Invitation to Bidders**

**Invitation to Bid.** The Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL (“Owner”) invites sealed Bidder’s Proposals for the Work described in detail in the Contract and generally described as follows: Parkway Tree Trimming 2022-2023.

1. **Instruction to Bidders.** Bid Packets (containing Proposal Forms, Specifications, Instructions, and Relevant Attachments) may be obtained starting at 7:30 AM on October 5, 2022 electronically and at no cost, by sending an E-mail request to Carissa Hansen at: [CarissaH@vhills.org](mailto:CarissaH@vhills.org).

Bids should be submitted at the Village Hall at 290 Evergreen Drive, Vernon Hills, IL 60061 in sealed envelopes that are clearly labeled on the outside - “**Bid for Parkway Tree Trimming 2022-2023**”. There should be 2 copies provided of the proposal in the sealed envelope.

2. **Bid Opening.** Owner will receive sealed Bidder’s Proposals for the Work until 10:30 AM, October 21, 2022 at Owners office listed above, at which time all Bidder’s Proposals will be publicly opened and read aloud. Late bids will be returned unopened.
3. **Bid Security, Bond and Insurance.**
  - A. **Proposal Guarantee.** A Proposal Guarantee in the amount of five percent (5%) of the bid shall be required. Bank Cashier’s Check, Bank Draft, or Certified Check made payable to the Village of Vernon Hills, shall accompany all proposals. In lieu of a Performance Bond, the Village shall retain the successful bidder’s Proposal Guarantee for the duration of the work.
  - B. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by the Contract upon award of the Contract.

BY ORDER OF THE BOARD OF TRUSTEES  
Village of Vernon Hills, Illinois

VILLAGE OF VERNON HILLS

PARKWAY TREE TRIMMING 2022-2023

**Section I**

General Instructions to Bidders

1. Interpretation of Documents Included in Package.

- A. Defined Terms. All terms capitalized in these General Instructions to Contractors and in the other documents included in this Bid package are defined in the documents included in this Bid Package and shall have such defined meanings wherever used.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Contractor Proposal as fully as if it were particularly described.
- C. Addenda. No changes to the documents included with this Proposal Package will be made except by written addendum duly issued by the VILLAGE ("Addendum").
- D. Contents of Proposal Package. The Proposal Package includes: Invitation for Bidders Proposals, Table of Contents (see pages 2 and 3), Section I "General Instructions to Bidders", Section II "Specifications for Trimming of Parkway Trees and Bid Proposal" and Attachments (A {Approximate Tree Amounts Per Area}, B {Proposed Tree Trimming Street Locations} and C {Proposed Trimming Areas Map}) and Section III "Contract for Trimming of Parkway Trees".

All Addenda issued prior to the opening of Proposals shall become a part of the Proposal Package. Each prospective Contractor shall be responsible for inquiring from time to time as to the availability of Addenda.

2. (This item intentionally left blank.)

- 3. Preparation of Proposal. Proposals to enter into the Contract for the Work shall be made only on the blank Proposal form furnished by Village and included in the Proposal Package.

Price Proposals are to be written on the provided Proposal form. Prospective Contractors are warned against making alterations of any kind to the Proposal. Contractor's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the VILLAGE. Each Contractor shall staple into its Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Proposal form a listing of all such Addenda.

4. **Signature Requirements.**

A. **Proposals.** The following requirements shall be observed in the signing of each Proposal:

1. Corporations. Each Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
2. Partnerships. Each Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in fact.
3. Individuals. Each Proposal submitted by an individual shall be signed by such individual or by an attorney-in fact.

5. **Submission of Proposal.** Two (2) copies of each proposal with all other required documents shall be enclosed in a sealed envelope and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Proposals. All Proposals received after the time for the opening of bids specified in the Invitation for Proposals will be returned unopened.

Each sealed envelope containing a Contractor's Proposal shall be identified as such and shall be marked with the title of the Contract and Contractor's full legal name.

6. **Withdrawal of Proposal.** Any Proposal may be withdrawn at any time prior to the opening, provided that a request in writing for the withdrawal is filed with the VILLAGE. The withdrawal of a Proposal prior to opening of any Proposal will not prejudice the right of Contractor to file a new Proposal.

No Proposal shall be withdrawn without the consent of the VILLAGE for a period of 30 days after the opening of any Proposal. Any Proposal may be withdrawn at any time following the expiration of said 30-day period, provided that a request in writing is filed with the VILLAGE after said 30 day period and provided a contract has been exercised by the Village and Contractor. If no such request is filed, the date for acceptance of such Proposal shall be deemed to be extended until the VILLAGE executes a Contract.

7. **Qualification of Contractor.**

- A. **Factors.** The VILLAGE intends to award the Contract only to a Contractor that furnishes satisfactory evidence that it has the requisite experience, ability, capital, organization and staffing to enable it to perform the Work successfully and promptly and within the Contract Time.
- B. **Additional Information.** The VILLAGE reserves the right to require from any Contractor, prior to award of the Contract, a detailed statement regarding the business and technical organizations and staff that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending projects may also be requested.

- C. **Final Determination.** The final selection of the successful Contractor shall be made on the basis of the amount of the Proposals, the VILLAGE'S prior experience with the Contractor, the VILLAGE'S knowledge of the Contractor's performance on other relevant projects, any additional information submitted by Contractor to satisfy the VILLAGE that Contractors are adequately prepared to fulfill the Contract, and all other relevant facts that the VILLAGE may legally consider in making its determination.

8. **Disqualification of Contractor**

- A. **Collusion.** If there are reasonable grounds for believing that collusion exists among any Contractors, Proposals of the participants participating in such collusion will not be considered. Evidence of collusion subsequent to the letting of the contract will be grounds for immediate termination of the contract without compensation for any work performed.

9. **Award of Contract.**

- A. **Reservation of Rights.** The VILLAGE reserves the right to accept the Proposal that is, in its judgement, the best and most favorable to the interests of the VILLAGE and the public and to accept a proposal from the lowest *responsible* bidder; to reject the low Price Proposal; to reject any and all Proposals, to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the VILLAGE'S opinion, prejudice the bidding process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the bidding process or in any Proposal submitted.

- B. **Time of Award.** It is expected that the award of the Contract, if it is awarded, will be made with 30 days following the opening of the Proposals. Should administrative difficulties be encountered after the opening of the Proposals, including the annulment of any award, that may delay an award beyond such 30-day period, the VILLAGE may accept any Proposal for which the date for acceptance has been extended as provided in Section 6 of these General Instructions to Contractor.

10. **Notice of Award; Effective Date of Award.** If the Contract is awarded by the VILLAGE, such award shall be effective when a Notice of Award has been delivered to the successful Contractor ("Effective Date of Award"). The VILLAGE will prepare three copies of the Contract based upon Proposal and will submit them to the successful Contractor with the Notice of Award.

11. **Closing of Contract.**

- A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Contractor shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by the VILLAGE and Contractor ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as the VILLAGE may authorize in writing after issuance of the Notice of Award ("Closing Date").

- B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Contractor shall: (1) sign, date as of the Closing Date, and submit to the VILLAGE all copies of the Contract and all other required documentation related to the Contract on or

before the Closing Date; and (2) submit three executed copies of all required Bonds and insurance dated as of the Closing Date ("Conditions Precedent to Closing").

- C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been determined by the VILLAGE to be in compliance with these General Instructions to Contractors and the Contract, the VILLAGE shall execute all copies of the Contract, retain one copy of the completed Contract, and tender two copies to the successful Contractor at the Closing.

12. **Failure to Close.**

- A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Contractor to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages.
- B. **Subsequent Awards.** Upon annulment of an award, the VILLAGE may accept, and award a Contract based on any other Contractor's Proposal as the VILLAGE, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the process or the Work. The VILLAGE also reserves the right to award the contract to another bidder and in such event the Contractor failing to close shall be responsible for any difference in price or cost together with any other damages the VILLAGE may suffer or costs or attorneys' fees the VILLAGE may incur.

13. **Insurance and Bonding**

The successful contractor shall provide the Village with a certificate of insurance naming the Village as additional insured with the coverages as established by the Village.

VILLAGE OF VERNON HILLS INSURANCE REQUIREMENTS

**INSURANCE COVERAGES:** All insurance policies shall be issued from insurance companies holding at least an "A" or better rating as rated by A.M. Best Company.

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$3,000,000 per person per aggregate; or Villages and Contractors Protective Liability: \$1,000,000 combined single limit per occurrence.
- Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.

- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- If Contractor's current policies do not provide the required coverage in this Exhibit A, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of this Contract.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

### **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its officers, officials, employees, and volunteers shall be covered as additional insureds on Contractor's Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor's policy or policies of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

### **Worker's Compensation and Employers' Liability Coverage**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

### **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

### **Acceptability of Insurers**

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

### **Certificates of Insurance**

**Contractor shall furnish The Village with certificates of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause as follows:**

- **Additional insured endorsement on the General liability**
- **Additional insured endorsement on the Automobile**
- **Primary non-contributory endorsement on the General Liability**
- **Primary non-contributory endorsement on the Automobile**
- **Waiver of Subrogation endorsement on the Workers Compensation**

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. **The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date,** and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

**Subcontractors' Insurance**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**VILLAGE OF VERNON HILLS  
DEPARTMENT OF PUBLIC WORKS  
FORESTRY DIVISION  
SPECIFICATIONS FOR  
TRIMMING OF PARKWAY TREES  
AND BID PROPOSAL**

**Section II**

GENERAL OBJECTIVE

The objective of these specifications is to define the conditions under which parkway trees are to be trimmed.

SCOPE OF SERVICES

The successful BIDDER shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to trim deciduous parkway trees that are 3 inches in diameter or larger. Trimming of deciduous parkway trees of the specified size shall only be conducted during the period of dormant growth, except as authorized below, and shall be conducted in defined areas as described by the Village of Vernon Hills (hereinafter VILLAGE). The VILLAGE OF VERNON HILLS FORESTRY CREW LEADER (hereinafter "FORESTRY CREW LEADER") may specifically authorize trimming outside of the dormant growth season if such out of season trimming is determined by the VILLAGE to be necessary or desirable.

The CONTRACTOR shall demonstrate it has the resources and specific experience with similar sized municipalities to provide crews for tree trimming assigned.

**PART 1 – GENERAL REQUIREMENTS**

ADMINISTRATION AND ADDITIONAL WORK

This contract will be under the direct administration of the DIRECTOR OF PUBLIC WORKS (hereinafter DIRECTOR) and detailed administration of the contract shall be provided by the FORESTRY CREW LEADER or their authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the DIRECTOR and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by written agreement.

WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must have an up-to-date Certified Arborist Certificate (issued by the International Society of Arboriculture), must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives

issued by the FORESTRY CREW LEADER. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

#### PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. This will include the erection and use of warning signs and barricades and/or safety cones when appropriate. Any practice obviously hazardous in the opinion of the DIRECTOR or FORESTRY CREW LEADER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA, IDOL and other Federal and State safety standards.

Should the CONTRACTOR or his representatives damage property of the VILLAGE or that of other persons, the repair or replacement shall be the sole responsibility of the CONTRACTOR. Any such repair work shall be completed under the direction of the VILLAGE.

Closure of a public street shall not be permitted unless prior arrangements have been made with the DIRECTOR or his authorized representative and other agencies having jurisdiction over the street to be closed. When necessary, barricading and detouring of traffic shall be accomplished in conformance with the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A "Tree Trimming Ahead" sign shall be placed at a location near the trimming operations to give advanced warning to all traffic.

In addition, the CONTRACTOR will arrange to keep sidewalks open for public use wherever possible and to block only those portions of the streets deemed necessary for safety and the protection of property.

CONTRACTOR shall be solely and completely responsible for providing and maintaining safe conditions at the work site, including the safety of all persons and property during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. CONTRACTOR shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

CONTRACTOR shall have no claim against the VILLAGE because of any damage or loss to the Work or to CONTRACTOR'S equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by other.

Notwithstanding any other provision of this Contract, CONTRACTOR'S obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the VILLAGE or CONTRACTOR, to indemnify, hold harmless, or reimburse CONTRACTOR for the cost of any repair or replacement work required by this Section.

#### PROTECTION OF OVERHEAD UTILITIES

Tree trimming operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The CONTRACTOR shall protect all utilities from damage,

shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage due to CONTRACTOR'S operations. The CONTRACTOR shall make arrangements with the utility for removal of all necessary limbs and branches, which may conflict with or create a personal injury hazard in conducting the operations of this contract. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work shall not be the responsibility of the CONTRACTOR.

#### LOCATIONS AND SCHEDULE OF WORK

The VILLAGE has designated specific areas for the purpose of scheduling tree trimming work pursuant to this contract. The VILLAGE reserves the right to designate which of the areas will be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is conditioned upon the total amount of funds budgeted for tree trimming as further described in Part 3 – Term of Contract.

The FORESTY CREW LEADER shall give notice to the CONTRACTOR of the areas to be trimmed, the approximate number of trees to be trimmed in the area, and the total amount of the annual trimming contract, which shall not be exceeded by the CONTRACTOR. Trimming operations shall commence immediately after award of the contract and continue, if necessary, to the end of the dormant growth period. No work shall be conducted after April 1<sup>st</sup> unless authorized by the FORESTY CREW LEADER.

CONTRACTOR shall submit, for approval, a schedule of the trimming operations within the designated area(s). Unless otherwise authorized by the DIRECTOR, failure of the CONTRACTOR to comply with the approved trimming schedule shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract.

#### CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the VILLAGE. The VILLAGE reserves the right to use other CONTRACTORS or its own employees to perform tree trimming work similar to that being performed under this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the CONTRACTOR to cease performance of work as directed.

The VILLAGE shall have the right to perform or have performed such other work as the VILLAGE may desire in, about, or near the Work Site during the performance of the Work by CONTRACTOR. CONTRACTOR shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other.

#### WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of 7:00 AM and 5:00 PM Monday through Friday and between 8:30 AM and 5:00 PM on Saturday. Work during other hours will be allowed only on an emergency basis and as authorized by the DIRECTOR or FORESTRY CREW LEADER.

## CLEANUP AND DISPOSAL

All debris from tree trimming shall be cleaned up each evening before the work crew leaves the site. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of tree trimming operations. Furthermore, the CONTRACTOR will periodically remove all surplus materials and debris from the streets as the work progresses so that the public may have full use of the streets and sidewalks a maximum amount of the time.

The CONTRACTOR will be required to process all tree trimming debris resulting from this contract through a brush chipper and deposit the resulting chips at a location to be specified by the VILLAGE. Any logs too large to be processed by a brush chipper must be removed from the site and disposed of at the expense of the CONTRACTOR.

All Ash and Elm logs and branches shall be destroyed by chipping, burying, or other approved procedures, which destroy the breeding ground for Emerald Ash Borer and Elm bark beetles. In no instance will the CONTRACTOR allow Ash or Elm logs to be used for firewood. It shall be the responsibility of the CONTRACTOR to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the trimming of any Ash or Elm trees. Furthermore, the CONTRACTOR shall comply with all regulations outlined in the Illinois Department of Agriculture Emerald Ash Borer Compliance Agreement.

## LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE will waive the cost of all required licenses and fees with the exception of those fees associated with securing a business license to conduct business within the VILLAGE. It is possible that tree trimming will occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation and the Lake County Department of Transportation. It shall be the responsibility of the CONTRACTOR to obtain all necessary permits, lane closure permits, and other needed authorization to conduct tree trimming operations on these rights-of-way. The CONTRACTOR will not be included under the general maintenance permits issued to the VILLAGE. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## SUBCONTRACTS

### A. Approval and Use of Subcontractors and Suppliers.

The CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the DIRECTOR. The SUBCONTRACTOR, as approved shall be bound by the conditions of the contract between the VILLAGE and the CONTRACTOR. If approved, the authorization for the use of a SUBCONTRACTOR will be to perform all work in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

The VILLAGE'S approval of any subcontractor, supplier, and subcontract shall not relieve CONTRACTOR of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of CONTRACTOR. Every reference in this Contract to "CONTRACTOR" shall be deemed also to refer to all subcontractors and suppliers of CONTRACTOR.

B. Removal of Subcontractors and Suppliers.

If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to the VILLAGE, Contractor shall immediately upon notice from the VILLAGE terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

The CONTRACTOR and SUBCONTRACTORS shall not commence work under this contract until a notice to proceed has been provided by the VILLAGE.

B. ACCIDENT NOTIFICATION

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the DIRECTOR or his authorized representative and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the VILLAGE with copies of all reports of such accidents at the same time the reports are forwarded to any other interested parties.

C. REPAIRS AND RESTORATION

Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason a delay can be shown with the consent of the DIRECTOR.) Should the damage not be rectified within the agreed time or to the complete satisfaction of the DIRECTOR, the VILLAGE reserves the right to further repair or replace that which was damaged, or assess the CONTRACTOR such costs as may be reasonable and related to damage caused by the CONTRACTOR, and deduct these costs from any payment due the CONTRACTOR or failure may be cause for termination of the contract.

RECORDKEEPING AND WORK REPORTS

- A. Administration and additional work- The CONTRACTOR shall be required to call in daily to report the locations scheduled for tree trimming that day.
- B. Work report- CONTRACTOR must furnish a report at the end of each workweek. Such report to contain dates, streets and areas where tree trimming was conducted and the location of any trees that require further attention due to cracks, splits, hollows, girdling roots and weak crotches.

## MINIMUM CREW SIZES AND EQUIPMENT

A minimum daily tree trimming work crew shall consist of at least four (4) persons and one (1) chipper truck. Aerial lift trucks may be used but are not required.

Work crews may be split to work on different streets or in different areas but a minimum of one English speaking supervisor shall be at each location at all times, additionally a minimum of four (4) persons are required at each work area.

The VILLAGE, at any time, may request additional crews and equipment to be assigned to work as warranted by volume and pace of work. CONTRACTOR shall provide a list of all equipment owned by the firm.

## EQUIPMENT STORAGE

No provisions for overnight equipment storing will be provided by the VILLAGE except as may be designated by the DIRECTOR.

## **PART 2 – TREE TRIMMING REQUIREMENTS**

### TOOLS AND EQUIPMENT

- A. The CONTRACTOR shall not allow any person to use shoes with spikes, spurs, climbing irons or any other footwear, which may cause injury to the trees being trimmed under the terms of this contract.
- B. Hook and blade pruning tools should be used, as opposed to anvil type pruning tools. Pole saws and/or handsaws should be used to prevent needless injury to trees.
- C. Equipment and work practices that damage bark or cambium should be avoided.

### SPECIFIC TRIMMING SPECIFICATIONS

The reasons for pruning to be performed on this contract include, but are not limited to, the following: reducing hazards, maintaining or improving tree health and structure, improving aesthetics, removing diseased, dead, dying, decayed, interfering or obstructing branches and training young trees.

Pursuant to this contract, only deciduous trees will be trimmed. Evergreens will not be trimmed unless such trimming is specifically authorized by the FORESTRY CREW LEADER.

All pruning will be done in accordance with the ANSI A300 Standards (Part 1) – 2017 Revision. Additionally, this work will be accomplished within the following specifications:

### MAINTENANCE PRUNING

**Crown Cleaning** shall include the removal of dead, dying, diseased, crowded, weakly attached, low vigor branches, and water sprouts from a tree's crown.

- A. Remove the above described branches and all stubs greater than ½" in diameter.
- B. Remove all sucker or water sprout growth on the main trunk, including the base of the tree(s) and major leads to a distance of ½ way up the tree.
- C. Remove one of two or more crossed and/or rubbing branches greater than ½" in diameter.

**Crown Thinning** is the selective removal of branches to increase light penetration and air movement through the crown and to reduce weight.

- A. Trim all trees so the natural form and shape of the tree is achieved so far as it is possible.
- B. Try to leave at least ½ of the tree's foliage on branches that arise in the lower 2/3 of the tree, unless doing so prevents achievement of the clearance requirements described in "Crown Raising" below.
- C. Avoid heavy weight distribution on the ends. Thin laterals to a well-spaced even distribution along the limbs of the main branch. When thinning laterals from a limb, an effort should be made to have mechanical stress more evenly distributed along a branch and throughout the tree.
- D. Efforts shall be made to avoid "lion-tailing" which is caused by removing all or most of the inner foliage.
- E. Not more than 25% of the foliage on a mature tree should be removed within a growing season.
- F. Branches to be thinned shall be ½' and greater.

**Crown Raising** is the removal of lower branches in order to provide clearance.

- A. Raise all lower branches and hanging branches to a minimum height of 14' – 16' over sidewalks and streets where practicable. Balance tree evenly.
- B. Where practicable on young trees, remove lower branches so that the lowest crotch is at least 6' above the ground.
- C. In some cases a tree extends over the street and sidewalk, but its overall height is too small to allow raising to 14' entirely around the tree. The necessary clearances may be achieved by using thinning cuts to remove downward growing laterals from the street side to completely clear the roadway up to 14' and by raising the tree over the sidewalk to 8 feet. In these cases the tree may be left unbalanced.

**Crown Reduction** reduces the height or spread of a tree.

- A. Tree branches 8' or closer to a building or other manmade structure including, but not limited to, street light poles and street and traffic signs, shall be pruned to achieve at least 8' of clearance. Remove the entire branch if practical, otherwise perform crown reduction pruning by cutting the branch back to a lateral at least 1/3 its size. Additionally, tree limbs that extend over the common walk and into the yards of residents shall be cut back to provide clearance for trees growing on the residents property.

NOTE: The VILLAGE will assist all interested bidders in determining the extent of the Crown Raising and Crown Reduction operations needed by answering questions and/or meeting with a BIDDER if requested.

### GIRDLING ROOTS

Visible girdling roots shall be removed to the extent possible. The roots shall be cut at both ends and shall be removed in their entirety without injury to the bark or parent stem. The cost of removing girdling roots shall be included in the cost of tree trimming.

### AERIAL LINE CLEARANCE

It shall be the responsibility of the CONTRACTOR to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. Cutting back shall be done as directed by the FORESTRY CREW LEADER. All work shall be accomplished in accordance with the following requirements:

- A. Attention is to be given, to the extent possible, to present a symmetrical appearance after the tree is cut back and topped. Trees should be shaped to remain in an appearance which is shapely and typical of their specie. Sides shall be reduced in order to maintain a tree like form.
- B. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or the top of the large branches.

### PRECAUTIONS

The CONTRACTOR shall take all necessary steps and precautions to protect the trees from insect and disease damage which may be caused by the CONTRACTOR'S operations. The following minimum precautions shall be taken:

- A. Elm trees shall not be trimmed between the period of May 1<sup>st</sup> and October 15<sup>th</sup> in order to minimize the transmission of Dutch Elm Disease. These dates may vary dependent on climactic conditions. The FORESTRY CREW LEADER will determine the exact restricted period during each trimming season. Trimming of Elm trees during this restricted period will only be allowed when a tree has been injured and attempts are being made to save the tree or when written direction has been given by the FORESTRY CREW LEADER.
- B. Trees and branches having thin bark and being susceptible to sun scald shall be trimmed during the dormant season so that damage will be minimized.
- C. Trees being suspected of being infected or diseased shall be trimmed in a manner to minimize the spread of the infection or disease. Tools and other equipment capable of transmitting the infection or disease shall be disinfected with alcohol after each cut has been made and shall be thoroughly cleaned after each tree has been trimmed.

### NOTICE OF DEFECTIVE TREES

As the CONTRACTOR conducts operations, the CONTRACTOR shall, in a manner agreed upon with the FORESTRY CREW LEADER, give written notice to the FORESTRY CREW LEADER of the locations of all trees suspected of being diseased or infected, structurally weak, having split crotches or branches, and having decayed trunks or branches.

### EMERALD ASH BORER

The Village of Vernon Hills has been confirmed to have the Emerald Ash Borer within the Village limits. The CONTRACTOR shall immediately report any ash tree showing visible signs of the Emerald Ash Borer (EAB) to the FORESTRY CREW LEADER and shall conduct its operations in such a manner as to not artificially spread the Emerald Ash Borer.

### SAFETY REQUIREMENTS

The CONTRACTOR will at all times conduct the tree trimming and related operations in a safe and responsible manner. The CONTRACTOR shall comply fully with the ANSI Z-133.1-2017 standards and take whatever other steps may be necessary to operate safely. In addition the CONTRACTOR shall be required to deploy orange traffic cones around their vehicles when located on a public street.

### PUBLIC RELATIONS

Recognizing that trimming of parkway trees may not in all areas be readily accepted by some citizens, it is the responsibility of the CONTRACTOR to maintain good public relations, yet still perform his task according to specifications. Dissatisfied citizens should be politely referred to the SUPERINTENDENT or FORESTRY CREW LEADER. Public Works will provide informational handouts that include contact information that the contracted crews can give to dissatisfied residents. Work on trees at the dissatisfied citizen's address should be discontinued until the VILLAGE can meet with the citizen and address their concerns. Work at the dissatisfied citizen's address shall recommence only upon the express authorization of the FORESTRY CREW LEADER.

## **PART 3 – TERM OF CONTRACT**

**The CONTRACTOR shall notify the FORESTRY CREW LEADER of the scheduled start date within 10 days of the NOTICE TO PROCEED and all work shall be completed by March 31, 2023.**

# BID PROPOSAL

PARKWAY TREE TRIMMING 2022-2023

VILLAGE OF VERNON HILLS

PUBLIC WORKS DEPARTMENT

## IMPORTANT TREE TRIMMING BID DETAILS:

The VILLAGE has designated three (3) areas for the purpose of scheduling tree trimming work pursuant to this bid request. The VILLAGE reserves the right to designate which of these areas will be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is also conditioned upon the total amount of funds budgeted for tree trimming. The VILLAGE may award bids for some, all, or none of the designated areas. The VILLAGE may award a bid to one contractor for all areas, to multiple contractors for one or more areas each, or to no contractors at all.

For the purpose of comparing bids, the amount bid on each separate area will be compared to other bids on that same area and/or through comparison of the total bid for all areas combined. The details of Approximate Tree Amounts Per Area (Attachment A), Proposed Tree Trimming Street Locations (Attachment B), and a color-coded Proposed Trimming Areas Map (Attachment C) have been attached for each specific area for which bids are being requested.

### BID AMOUNT ("CONTRACT PRICE"):

After becoming familiar with the general conditions, special conditions and the specifications attached hereto, and being fully acquainted with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, tools, equipment and materials necessary to perform and complete the work herein described at the following prices:

#### AREA NUMBER

#### BID FOR AREA

1

\$ \_\_\_\_\_

2

\$ \_\_\_\_\_

3

\$ \_\_\_\_\_

4

\$ \_\_\_\_\_

5

\$ \_\_\_\_\_

**AND/OR**

**BID FOR ALL AREAS**

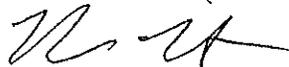
\$ 102,740

KEVIN HALBERT

Name (Printed)

WINKLER SERVICES LLC

Company Name



Signature

INFO@WINKLERSTREESERVICE.COM

Email

10/20/22

Date

## REFERENCES

The CONTRACTOR shall provide the VILLAGE with a list of at least 3 municipalities where they have satisfactorily completed tree trimming work, excluding utility line maintenance work, in the Chicago area in yearly contract amounts in excess of \$10,000 for a two (2) year period.

Failure to complete will result in rejection of bid.

1. Municipality CRYSTAL LAKE Contact Person LARRY ZUREK  
Phone # 815-356-3744 Number of Years serviced 3
2. Municipality BROOKFIELD Contact Person CARL MUELL  
Phone # 630-965-1612 Number of Years serviced 4
3. Municipality BENSENVILLE Contact Person FRANK PALUMBO  
Phone # 312-446-1162 Number of Years serviced 10
4. Municipality HOMERWOOD Contact Person BRIAN DOERR  
Phone # 708-206-3470 Number of Years serviced 18

## EQUIPMENT

Please provide a list of types and numbers of equipment that is available for use.

CHIP TRUCKS 8

BRUSH CHIPPERS 11

AERIAL TRUCKS 8

OTHER SPECIALTY EQUIPMENT OWNED 3 loaders, 1 crane, 1 semi

## CERTIFIED ARBORIST INFO

Please list ISA Certified Arborists who will be involved with this project.

Name PAT LEATHERMAN ISA Certified Arborist Number IL-9037A

Name JOE SINGER ISA Certified Arborist Number IL-1765A

Name BRIAN LISCHIEWSKI ISA Certified Arborist Number IL-9065A

**BIDRIGGING**

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-1, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF WINKLER SERVICES LLC THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACT, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

SUBMITTED BY: WINKLER SERVICES LLC  
KEVIN HALBERT, OWNER (Firm) 708-544-1219  
(Print Name) (Title) (Telephone)  
PO BOX 1154 LA GRANGE PARK IL 60526  
(Address) (City) (State) (Zip)

Signature: [Handwritten Signature] Date: 10/20/22

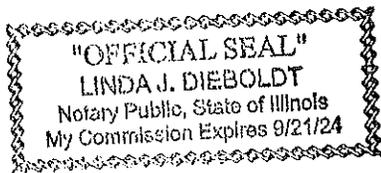
State of ILLINOIS County of COOK

Signed or attested before me on this 20th day of OCTOBER, 2022

Linda J. Dieboldt  
(Name of Person)

[Handwritten Signature]  
(Signature of Notary Public)

**SEAL**



## Certification of Substance Abuse Prevention Program

This certifies that WINKLER SERVICES LLC (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.

9/27/22

Authorized Signature

KEVIN HALBERT

Printed Name

OWNER

Title

WINKLER SERVICES LLC

Company

10/20/22

Date

### Coordination of Contractors

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

### **Certification of Coordination of Contractors**

This certifies that WINKLER SERVICES LLC (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



Authorized Signature

KEVIN MAUBERT

Printed Name

OWNER

Title

WINKLER SERVICES LLC

Company

10/20/22

Date

## Approximate Tree Amounts Per Area

The approximate number of trees larger than 3" diameter is based upon our current Tree Inventory. Only deciduous trees larger than 3" diameter are to be trimmed under this contract. It will be the responsibility of the Contractor to familiarize themselves with the areas and the numbers, sizes and conditions of the trees in each area. The FORESTRY CREW LEADER will assist all interested bidders in determining the extent of the operations needed in each area.

### Approximate number of Trees Larger than 3" dia.

Area 1	388
Area 2	308
Area 3	94
Area 4	339
Area 5	115

\*\* NOTE: The majority of the trees in these sections have been trimmed within the past five years. \*\*

## Proposed Tree Trimming Street Locations

<u>Area 1</u>	<u>Grosse Pointe</u>	<u>Blue Area</u>
<ul style="list-style-type: none"> <li>• Fiore Pkwy (E. of Grosse Pointe Blvd)</li> <li>• Pontiac Lane</li> <li>• Julie Lane</li> <li>• Belle Isle Lane</li> <li>• Sterling Heights Road</li> <li>• Saugatuck Trail</li> <li>• Tennis Lane</li> </ul>		<ul style="list-style-type: none"> <li>• Alfred Court</li> <li>• Shelby Court</li> <li>• Marquette Court</li> <li>• Royal Oak Drive (S. of Northfield Drive)</li> <li>• St. Clair Lane</li> <li>• Dawson Court</li> </ul>

<u>Area 2</u>	<u>Country Club Estates</u>	<u>Green Area</u>
<ul style="list-style-type: none"> <li>• Cherry Valley Road</li> <li>• Court of Shorewood</li> <li>• Court of Ash</li> <li>• Richard Court</li> </ul>		<ul style="list-style-type: none"> <li>• Court of Elm</li> <li>• Green Briar Lane</li> <li>• Lakeside Drive</li> <li>• Westmoreland Drive</li> </ul>

<u>Area 3</u>	<u>Old Grove Farms</u>	<u>Orange Area</u>
---------------	------------------------	--------------------

This area Does NOT include trees on Cul-du-sac islands.

- Thorne Grove Drive
- Pine Meadow Court
- Pine Grove Court
- Wildflower Court
- Hidden Creek Court
- Meadow Creek Court

<u>Area 4</u>	<u>Deerpath</u>	<u>Red Area</u>
---------------	-----------------	-----------------

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Aspen Drive S. of Rt. 60</li> <li>• Abbey Lane</li> <li>• Albert Drive</li> <li>• Appian Way</li> <li>• Aqua Court</li> <li>• Alice Court</li> <li>• Albright Court</li> </ul> | <ul style="list-style-type: none"> <li>• Apollo Court</li> <li>• Atlantic Drive</li> <li>• Autumn Lane</li> <li>• Amber Lane</li> <li>• April Ave.</li> <li>• Alpine Drive</li> </ul> |
|---|---|

<u>Area 5</u>	<u>Deerpath</u>	<u>Yellow Area</u>
---------------	-----------------	--------------------

- Sullivan Drive from Aspen Drive to East of Deerpath Drive along the bike path.

## Carissa Hansen

---

**From:** Kevin Halbert <[kevin@winklerstreeservice.com](mailto:kevin@winklerstreeservice.com)>  
**Sent:** Wednesday, October 26, 2022 2:43 PM  
**To:** Ken Loar  
**Cc:** David Brown; Carissa Hansen  
**Subject:** Re: Bid proposal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Ken, yes, that is acceptable. Keep me posted on next steps. Thank you!

Kevin

On Wed, Oct 26, 2022 at 2:06 PM Ken Loar <[KenL@vhills.org](mailto:KenL@vhills.org)> wrote:

Hi Kevin,

Thank you again for the breakdown of the costs per section. With the amount we have budgeted for parkway tree trimming in this budget year, we would be able to award the bid for sections 1,2 and 5. Before we present this to our Village Board for approval, we would like to check to see if this is acceptable to you.

Please let me know if you have any questions.

Thank you,

Ken

**From:** Kevin Halbert <[kevin@winklerstreeservice.com](mailto:kevin@winklerstreeservice.com)>  
**Sent:** Friday, October 21, 2022 11:32 AM  
**To:** Ken Loar <[KenL@vhills.org](mailto:KenL@vhills.org)>  
**Cc:** Kevin Timony <[KevinT@vhills.org](mailto:KevinT@vhills.org)>; David Brown <[daveb@vhills.org](mailto:daveb@vhills.org)>  
**Subject:** Re: Bid proposal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

No problem! Just let us know if we can provide any additional information.

Enjoy the weekend!

Kevin

On Fri, Oct 21, 2022 at 11:31 AM Ken Loar <[KenL@vhills.org](mailto:KenL@vhills.org)> wrote:

Thank you Kevin, this is very helpful.

Have a good weekend.

Ken

**From:** Kevin Halbert <[kevin@winklerstreeservice.com](mailto:kevin@winklerstreeservice.com)>  
**Sent:** Friday, October 21, 2022 11:29 AM  
**To:** Ken Loar <[KenL@vhills.org](mailto:KenL@vhills.org)>  
**Cc:** Kevin Timony <[KevinT@vhills.org](mailto:KevinT@vhills.org)>; David Brown <[daveb@vhills.org](mailto:daveb@vhills.org)>  
**Subject:** Re: Bid proposal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Ken, see below.

<b>Area</b>	<b>\$ Total</b>
1	\$29,488.00
2	\$23,408.00
3	\$7,144.00
4	\$30,510.00
5	\$12,190.00
<b>Total</b>	<b>\$102,740.00</b>

On Fri, Oct 21, 2022 at 11:11 AM Ken Loar <[KenL@vhills.org](mailto:KenL@vhills.org)> wrote:

Hi Kevin,

In reviewing the bid proposal that was opened this morning, I see that you did not provide a price for each section. Could you provide your proposed dollar amount for each of the sections?

Thank you,

Ken

Ken Loar

Forestry Crew Leader

Vernon Hills Public Works

ISA Certified Arborist/Municipal Specialist

(847) 680-2268

--

**Kevin Halbert | Owner & President**

**Winkler Tree & Lawn Care**

PO Box 1154 La Grange Park, IL 60526

email: [kevin@winklertreeservice.com](mailto:kevin@winklertreeservice.com) | website: [www.winklertreeservice.com](http://www.winklertreeservice.com)

office phone: 708-544-1219 | mobile: 708-945-5656

***Founded 1975 - Veteran Owned & Operated***

--

**Kevin Halbert | Owner & President**

**Winkler Tree & Lawn Care**

# Village of Vernon Hills 2022-23 Tree Trimming Attachment C

Area 1	388 Trees >= 3"
Area 2	308 Trees >= 3"
Area 3	94 Trees >= 3"
Area 4	339 Trees >= 3"
Area 5	115 Trees >= 3"

