

VILLAGE OF WILMETTE
1200 Wilmette Ave.
Wilmette, IL 60091

Contract No. 14-M-0009

FOR:

TREE REMOVALS

WITH:

NELS J. JOHNSON TREE EXPERTS, INC.
912 PITNER AVENUE
EVANSTON, IL 60202
N. JOEL JOHNSON, JR – PRES.
847-475-1877
knimietz@nelsjohnsontree.com

DESCRIPTION OF WORK:

TREE REMOVALS on Public Right-of-Ways; includes, all tree genus and species and involves wood disposal, stump grinding and backfilling as specified in the detailed specifications. This contract is for three years in duration at fixed pricing.

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and Nels Johnson Tree Experts, Inc. Do not detach any portion of this document. Invalidation could result.

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Contract No. 14-M-0009
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DESCRIPTION OF WORK:

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GENERAL PROVISIONS

DEFINITIONS

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Wilmette, Cook County, Illinois.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

EQUAL PAY ACT

The CONTRACTOR, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the work; however each subcontract must be approved by the Village Manager or their appointed representative in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from its obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR.

DIRECTION OF WORK

The CONTRACTOR shall commence work when authorized by the Village Manager or their appointed representative. The CONTRACTOR shall conform to any and all directions as to the order, or manner in which the different parts of the work shall be done. All verbal or written instructions from the Village Manager or their appointed representative in explanation of the contract documents made during the progress of the work must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive. When more than one kind of material is mentioned in these specifications the Village Manager or their appointed representative shall approve the material to be used.

INTERPRETATION OF CONTRACT DOCUMENTS

The Village Manager or their appointed representative shall in all cases determine the

amount or quantity of work which is to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The Village Manager or their appointed representative shall have the right to make alterations in plans, forms, or the scope of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

PROGRESS OF THE WORK

If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the Village Manager or their appointed representative relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village Manager or their appointed representative shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the Village Manager or their appointed representative shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village Manager or their appointed representative insure the satisfactory completion of the work within the prescribed time or prevent unnecessary expense to the VILLAGE, the Village Manager or their appointed representative may put on the necessary force, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

RESPONSIBILITY FOR CONDUCT OF WORK

The CONTRACTOR shall be responsible to conduct the work in such a manner as to complete it accurately and within the time specified in the contract. The CONTRACTOR must have present, at all times, on the worksite a competent, English-speaking individual responsible for reading and understanding the contract documents. The representative shall be subject to receive instructions from the Village Manager or their appointed representative, have full authority to execute the directions of the Village Manager or their appointed representative, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Village Manager or their appointed representative, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he/she shall, upon request of the Village Manager or their appointed representative, be at once discharged and shall not be employed again on any part of the work without consent of the Village Manager or their appointed representative.

QUALITY OF THE WORK

The work shall be done in a thorough and workman like manner and to the satisfaction of the Village Manager or their appointed representative. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the Village Manager or their appointed representative.

INSPECTIONS

The VILLAGE shall have the right to inspect any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the Village Manager or their appointed representative inspection of the work. Any work or material which the Village Manager or their appointed representative may determine to be defective must be rebuilt, replaced, or repaired at the CONTRACTOR'S own expense at the direction of the Village Manager or their appointed representative.

EXTRA WORK

Any work not herein specified which may be implied as being included in this contract, of which the Village Manager or their appointed representative shall be the judge, shall be done by the CONTRACTOR without extra charge. The CONTRACTOR shall also do such work in connection with this contract as the Village Manager or their appointed representative may specifically direct and if it be of a kind for which no price is given or stated in this contract, such price shall be fixed by the Village Manager or their appointed representative and the CONTRACTOR, but no claim for extra work shall be allowed unless the same was done in pursuance of a written special order from the Village Manager or their appointed representative. It is understood that the completion of this contract under this agreement includes any and all work necessary to connect and match work with adjoining work in a reasonable manner.

EXTENSION OF TIME

The CONTRACTOR shall not be entitled to any claim for damages for any hindrance or delay from any cause whatever in the progress of the work or any part thereof. However, such hindrance may entitle the CONTRACTOR to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be determined by the Village Manager or their appointed representative, provided that the CONTRACTOR provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

LOSS OR DAMAGE

Any loss or damage arising out of the nature of the work or from any detention or from any other unforeseen obstruction or difficulty which may be encountered in the prosecution of the work or from the action of the elements shall be sustained by the CONTRACTOR who will be required, without cost to the VILLAGE, to remove and replace all portions of the work, displaced or damaged, immediately after completion of

this task.

QUANTITIES

The quantities provided in the contract document are approximate and are subject to increase or decrease. Compensation to the CONTRACTOR shall be based upon the actual quantities of trees removed multiplied by the unit prices (per dbh) for each item.

TERMINATION OF CONTRACT

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon ten (10) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract, in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Village Manager or their appointed representative that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

CHANGE IN STATUS

The Contractor shall notify the VILLAGE immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The VILLAGE shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

VILLAGE'S CONTRACTOR LICENSE

The CONTRACTOR, prior to commencing any work, must have a valid Village Contractor's License on-file with the VILLAGE.

INSURANCE

(A) During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent

CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000

2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipments engaged in operations within the scope of this contract;
3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
5. Umbrella Coverage - \$2,000,000.00.

(B) The CONTRACTOR shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insured on all required insurance policies other than worker's compensation. Said Notices and Certificates of Insurance shall be provided to: Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091. The Certificate of Insurance shall state the VILLAGE has been endorsed as an "additional insured" by the CONTRACTOR'S insurance carrier. Specially, the **Certificate must include the following language:**

"The Village of Wilmette is and has been endorsed, as additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability coverage for the duration for the contract term".

(C) The CONTRACTOR shall require subcontractors, if any, not protected under the CONTRACTOR'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONTRACTOR.

(D) All insurance required herein of the CONTRACTOR and any subcontractors shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in

the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

INDEMNIFICATION

Except to the extent claims, losses or damages are the result of the negligent acts or omissions or willful misconduct of the VILLAGE, the CONTRACTOR shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representative and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims, fines, penalties, damages or liabilities of any character, resulting from: (a) CONTRACTOR'S failure to comply fully with any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive, including, but not limited to, those which directly or indirectly regulate or relate to the generation, receipt, handling, treatment, storage, transportation, disposal or recycling of any hazardous substance or waste; (b) bodily injury, including death at any time resulting there from, and injury to property, which are attributable to, or arise out of, any negligent act or omission or willful misconduct of CONTRACTOR, its employees, agents, officers, Village Managers, and subcontractors; and (c) the failure of CONTRACTOR to comply with the terms, conditions, representations and warranties contained in this contract. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representative and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The rights and obligations set forth in this section shall survive the expiration, conclusion, or termination of this contract.

COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and VILLAGE governments, which may in any manner affect the preparation of bids or the performance of the contract.

- a. Collusion: The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with any other BIDDER, VILLAGE employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo-contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.

- b. Sexual Harassment Policy: The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.

- c. Tax Payments: The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

- d. Equal Pay Act of 2003: The successful BIDDER/CONTRACTOR, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
- e. Fair Employment Practices: The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required by Article II of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

ILLINOIS FREEDOM OF INFORMATION ACT

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et seq.*) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

ILLINOIS EQUAL OPPORTUNITY CLAUSE

In the event of the CONTRACTOR'S noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract 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.

PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional

compensation will be allowed.

TAXES

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE tax-exempt letter will be provided to the successful BIDDER when requested.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois, and the laws of the State of Illinois shall govern the cause of action.

**SPECIAL PROVISIONS
FOR
TREE REMOVALS**

GENERAL DESCRIPTION OF WORK

The Village of Wilmette is seeking proposals to provide Tree Removals on Public Right-of-Ways; includes, all tree genus and species. The work is to be completed over a three (3) year period which will begin **June 1st, 2014** and end on **May 31st, 2017**. The CONTRACTOR shall complete the work from the date of Notice to Proceed from the VILLAGE and shall complete work during the specified period of the contract.

CONFLICT WITH EXISTING VILLAGE CONTRACTS

This TREE REMOVALS contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the CONTRACTOR with the VILLAGE. Any CONTRACTOR that currently performs work for the VILLAGE under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

CONTRACT TIME

The CONTRACTOR shall begin work on or about **June 1st, 2014**, and the contract will expire on **May 31st, 2017**. The term of the contract shall be three (3) years with fixed pricing. No Work shall be done prior to the issuance of the Notice to Proceed.

At least 90 days prior to the scheduled expiration of the Contract, the CONTRACTOR shall notify the VILLAGE of its desire to enter into an extension of the original contract. At the VILLAGE's sole option and discretion, and provided the CONTRACTOR has performed the Work in compliance with the terms and conditions of this Contract, and so long as no event has occurred, but for the passage of time or the giving of notice which would constitute a default under this Contract, this Contract may be extended for an additional twelve (12) month period.

The price for any extended contract shall be the unit price per diameter class stated in the original contract. Prior to an extension, the VILLAGE will review and provide quantity estimates for the upcoming contract period. Any extension shall be in writing signed by both parties.

CONTRACT PRICING

Prices shown include all applicable charges that shall be incurred during the specified period of the contract. Prices are all inclusive and there shall be no additional charges during the term of the contract. Prices for the removal of parkway trees for the following five (5) diameter (DBH) classes:

- A. (1" – 11") one to eleven inches
- B. (12"-18") twelve to eighteen inches

- C. (19"-26") nineteen to twenty-six inches
- D. (27"-36") twenty seven to thirty-six inches
- E. (37"+) thirty-seven inches and greater

MEASUREMENT OF PARKWAY TREES

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree. In cases of multi-stemmed trees where the trunk separations begin at 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the separation. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments of ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

FAILURE TO COMPLETE THE WORK ON TIME

As set forth further in the Specifications herein, all trees identified on the **Tree Removal List** shall be removed within **fifteen (15) business days** after the CONTRACTOR has received said Tree Removal List from the VILLAGE MANAGER or their appointed representative. Submission of a Proposal implies that the bidder is fully conversant with all requirements of Special Provisions, Standard Specifications, and site conditions. No claim for additional compensation will be considered or paid because of the CONTRACTORS negligence or failure to be so informed.

LIQUIDATED DAMAGES FOR NONCOMPLIANCE WITH CONTRACT

Should the CONTRACTOR fail to meet the designated starting and completion dates, a penalty of **fifty dollars (\$50) per tree** shall be owed and paid by CONTRACTOR for each consecutive Calendar Day beyond the Completion date applicable to each Tree Removal List that is not removed within the time stated.

The CONTRACTOR is responsible to remove trees within a **reasonable time frame - 15 business days**. If the CONTRACTOR fails to make good effort to remove the trees within the allocated period, the VILLAGE will officially notify him of the default. If the CONTRACTOR fails to rectify the situation within three days, the VILLAGE will assess liquidated damages against the CONTRACTOR in the amount of \$50 per tree, per day until the situation is rectified.

No deduction or payment of liquidated damages will release the CONTRACTOR from further obligations and liabilities to complete the entire Contract. Allowing the CONTRACTOR to continue and finish the Work, or any part of it, after the expiration of any stated completion date shall not constitute a waiver on the part of the VILLAGE of any liquidated damages due under the Contract.

Unless specific permission has been granted to do otherwise by the VILLAGE MANAGER, or their appointed representative, the CONTRACTOR is required to remove all debris from the work sites at the end of each day. If the CONTRACTOR fails to comply with this requirement, the VILLAGE may claim liquidated damages in the amount of **\$50 per site for each night** that the material remains at the site and this may be deducted from any amount due the CONTRACTOR from the VILLAGE. In addition, the CONTRACTOR is liable for any damages or liability to the VILLAGE or third parties caused by the failure to properly remove debris from a site promptly.

DAMAGE AND PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR is responsible for any damage to public or private property caused by the CONTRACTOR'S operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the CONTRACTOR is also responsible for documenting conditions of the work site, including public and private property, prior to commencing work. The CONTRACTOR shall notify the VILLAGE MANAGER or their appointed representative of any damage that exists prior to commencing work.

The CONTRACTOR shall take all necessary precautions to eliminate damage to adjacent trees, street lights, street signs, shrubs, lawns, curbs, walks, driveways and/or other real or personal property. The CONTRACTORS vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The CONTRACTOR will be responsible to repair or replace any pavement or sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the CONTRACTOR shall use three-quarter inch (3/4") thick, or thicker, plywood under the tires of any equipment driven on the parkway. The VILLAGE MANAGER or their appointed representative shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the VILLAGE has obtained signed right-of-entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The CONTRACTOR shall resolve any claims for damage with the property owner within twenty (20) business days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the VILLAGE MANAGER or their appointed representative the VILLAGE reserves the right to repair or replace that which was damaged by the CONTRACTOR and deduct this cost from any payment due the CONTRACTOR. In addition, the VILLAGE reserves the right to repair or replace any pavement or sidewalk damage caused by the CONTRACTOR and deduct those costs from any payment due the CONTRACTOR.

PROTECTION OF OVERHEAD UTILITIES

Tree Removal operations may have to be conducted in areas where overhead electric, telephone, and cable television facilities exist. The CONTRACTOR shall protect all utilities from damage and follow all safety precautions and procedures required when working near such lines. The CONTRACTOR shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the

CONTRACTOR'S operation. When necessary, the CONTRACTOR shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting TREE REMOVALS. When the CONTRACTOR has properly contacted the utility, the CONTRACTOR shall notify the VILLAGE of their request.

DISCONTINUANCE OF WORK

Any hazardous work practice(s) being conducted as determined by the VILLAGE MANAGER or their appointed representative shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice(s). Also, the CONTRACTOR shall not continue any work which he considers dangerous and shall immediately notify the VILLAGE MANAGER or their appointed representative.

INSPECTION OF WORK

All work shall be completed to the satisfaction of the VILLAGE MANAGER or their appointed representative including any questions as to proper procedures or quality of workmanship. Payment will not be made until work is approved by the VILLAGE MANAGER or their appointed representative.

ACTIVITY

The VILLAGE reserves the right to perform some or all of the items with VILLAGE personnel.

EMERGENCY CONTACT

Prior to starting work, the CONTRACTOR will provide the VILLAGE MANAGER or their appointed representative with a person who can be reached in event of an emergency. If that person does not respond within 30-minutes of receiving notification of the emergency, the Public Works Department will use VILLAGE personnel to remedy the emergency and deduct costs incurred from the payments under the contract. A minimum deduction of \$50 will be made for each time the VILLAGE has to provide an emergency service.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the performance of the Work. CONTRACTOR shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the CONTRACTOR and shall be subject to approval by the VILLAGE. CONTRACTOR shall not employ any subcontractor, either initially or as a substitute, against whom the VILLAGE has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the CONTRACTOR and CONTRACTOR shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the CONTRACTOR.

CONTRACTOR shall be fully responsible to the VILLAGE for any and all acts and

omissions of the CONTRACTOR'S suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the CONTRACTOR.

**SPECIFICATIONS
FOR
TREE REMOVALS**

The following Specifications and other provisions together with the Special Provisions shall govern the performance of the Tree Removals contract and will be made a part of the agreement.

LANDSCAPE EQUIPMENT NOISE

ORDINANCE GOVERNING THE USE OF LANDSCAPE EQUIPMENT NOISE

The Contractor shall work in accordance with the Landscape Equipment Noise Ordinance (Village Code 14-6.6) which permits operation of landscape equipment between the hours of 8:00AM and 5:00PM Monday – Friday and 9:00 AM – 5:00 PM Saturday and Sunday. Operating a gasoline-powered lawn or leaf-blower, which shall be deemed to include an electronically operated leaf blower powered by a gasoline-powered portable generator, is prohibited when used;

- A. At any time between the dates of May 15th through and including September 30th;**
- B. Or more than 30-minutes in any 3-hour period between the dates of October 1st through and including May 14th of the following calendar year.**

THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

DETAILED REQUIREMENTS

This contract for **TREE REMOVALS** shall be based on the five diameter classes shown in the Special Provisions section and will include the costs for the following four (4) categories of work:

1. Removal of parkway trees.
2. Grinding of stumps.
3. Disposal of woodchips and other wood material generated from the removal of trees.
4. Restoration – the backfilling of stump excavations with clean topsoil

EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPARTMENT OF AGRICULTURE)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus*

planipennis) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The CONTRACTOR shall furnish a signed copy of the IDA EAB Compliance Agreement to the VILLAGE, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The CONTRACTOR shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the VILLAGE and shall become the CONTRACTOR'S responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under no circumstances shall logs from ash trees be left for homeowners.

THOUSAND CANKERS DISEASE COMPLIANCE AGREEMENT (ILLINOIS DEPT. OF AGRICULTURE)

Any handling of walnut (*Juglans* spp.) tree material must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq).

The CONTRACTOR shall furnish a copy of signed IDA Thousand Cankers Disease Compliance Agreement to the Village of Wilmette, following all provisions as set forth. The CONTRACTOR shall abide by any modifications to IDA Thousand Cankers Disease regulations, including the Compliance Agreement and any state and/or federal quarantine zones established.

All walnut tree material shall be removed from the VILLAGE and shall become the CONTRACTOR'S responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut materials that appears suspect of TCD infestation shall be reported to the Department of Agriculture. Under NO circumstances shall unprocessed woody material from walnut trees be left for homeowners.

SUPERVISION

CONTRACTOR shall provide the VILLAGE MANAGER with the name and phone number of the supervisor for this contract. The CONTRACTOR'S supervisor shall be a person in the employ of CONTRACTOR, and be a part of the daily crew who is familiar with, and regularly updated on, all the activities pertaining to work performed under this contract.

ESTIMATED QUANTITIES

The annual number of trees to be removed under this contract is estimated at approximately **250** trees each year.

TREE REMOVAL LISTS

Tree Removal Lists containing the street name, numbered address, diameter at breast height (dbh), a minimum of five (5), and a maximum of 20 parkway trees to be removed shall be provided to the CONTRACTOR. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level (see "Measurement of Parkway Trees" contained in the Special Provisions section).

In the event sidewalks are absent or public rights-of-way extend beyond existing sidewalks, parkway trees will be marked (painted) with a circular, "white dot" to denote VILLAGE ownership. It is possible that other contractors working for homeowners could place a similar mark on a nearby tree; therefore, the CONTRACTOR shall confirm the validity of the tree to the Removal List that has been provided by the VILLAGE MANAGER. The VILLAGE will not compensate the CONTRACTOR for any erroneous work performed on trees not included on the Removal List.

DESIGNATION FOR REMOVAL (TREE TAGS)

Trees designated for removal shall be marked with a numbered silver tag at each location. Before commencing tree removal process the CONTRACTOR must verify that the tree is both tagged and the number corresponds accordingly to the Removal List issued by the VILLAGE.

INVOICES

The CONTRACTOR shall submit an invoice for each Tree Removal List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. **The CONTRACTOR shall not submit invoices prior to completion of work, and the VILLAGE will not authorize payment (including partial or pre-payments) for incomplete work.** Only at the sole discretion of the VILLAGE MANAGER or their appointed representative and in the event of extenuating circumstances will partial payment for incomplete work be considered.

In the event that the CONTRACTOR is required to respond to an emergency/disaster situation or provide demand hourly services (non-emergency), hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) shall not be considered billable. Payment for emergency/disaster services or demand hourly services (non-emergency) will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work related to the service request is required by the VILLAGE MANAGER and is essential for the authorization of payment.

Invoices shall be mailed to the following address:

Village of Wilmette
Finance Department
1200 Wilmette Avenue
Wilmette, IL 60091

POSTING OF NO PARKING SIGNS

CONTRACTOR shall examine the area surrounding the trees to be removed and determine, in sufficient time prior to initiating the Work on each Removal List, whether "No Parking" signs are necessary to allow access to trees. CONTRACTOR shall contact the VILLAGE MANAGER or their appointed representative to obtain the appropriate signage from the VILLAGE and the CONTRACTOR shall post them as necessary. "No Parking" signs must be displayed for 48 hours prior to enforcement. CONTRACTOR shall remove all signs upon completion of work in that area.

WORK REPORTS

CONTRACTOR shall submit a written or verbal report on each day that work is performed to the VILLAGE MANAGER or their appointed representative listing completion dates, locations and numbers of parkway trees removed. In order to satisfy this requirement, the CONTRACTOR may submit the daily report to the VILLAGE MANAGER or their appointed representative via electronic mail, facsimile or by telephone.

WORK CREW SUPERVISION

The CONTRACTOR shall provide a qualified supervisor for each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the VILLAGE MANAGER or their appointed representative. The CONTRACTOR shall notify the VILLAGE MANAGER or their appointed representative prior to beginning work each day on this contract. At least one individual shall be responsible for monitoring the job site that has passed and received the "Certified Arborist" or "Certified Tree Worker" designation from the International Society of Arboriculture. **Please provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.** Individuals found not to be following the intent of these specifications shall be removed from the work site at the request of the VILLAGE MANAGER or a representative thereof. Such individuals shall not be allowed to return to complete work on this contract.

SITE CLEAN-UP

The CONTRACTOR shall clean up each site where a parkway tree has been removed. This shall include removal and disposal from the site of all debris at the end of each day's operation. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY MORE THAN 24 HOURS OR OVER THE WEEKEND WITHOUT PRIOR CONSENT FROM THE VILLAGE.** Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. The site shall be returned to the same state it existed in prior to commencement of any work. The CONTRACTOR will be responsible for any costs associated with repairs that may be needed after completion of contractual tree removal. In the event of snowfall, debris must be immediately cleaned up so it does not interfere with VILLAGE snow plowing operations.

WOOD AND DEBRIS DISPOSAL

The CONTRACTOR is responsible for the disposal of all debris from a site and returning the site to its original state after removing a tree.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line, obstructions to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. **Under NO circumstances shall these materials be allowed to lie on the parkway overnight** unless the VILLAGE MANAGER or a representative thereof has granted specific permission. Violation of this will result in the VILLAGE assessing liquidated damages as specified within the contract.

SAFETY STANDARDS

In addition to those provisions set forth in the General Provisions, CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

- a. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard (ANSI) Z-133.1-2006, and ANSI A300 or as amended.
- b. Proper flag people, warning signs, barricades, and/or other protective devices must be provided by the CONTRACTOR. Traffic control shall be in compliance with the *Manual of Uniform Traffic Control Devices* and IDOT Standard Specifications. Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the VILLAGE MANAGER or a representative thereof.

During tree removal operations, the CONTRACTOR shall have the responsibility to block the street at each intersection or appropriate section of the block using proper signage and barricades to prevent any motorized vehicle from entering. The contractor shall notify the VILLAGE @ 847-853-7500 and Regional Emergency Dispatch Center (RED) @ 847-724-5700 for street closure. The RED Center will then contact Wilmette Fire and Police Departments. When removing trees along **State Roadways** (*Skokie Road, Glenview Road from Skokie Road to Hunter Road/Crawford Avenue, Wilmette Avenue from Crawford Avenue to Ridge road, Hibbard Road. north of Skokie Road, Ridge Road. north of Wilmette Avenue, and Crawford Avenue south of Wilmette Avenue*) or **County Roadways** (*Lake Avenue west of Ridge, Illinois Rd. west of Locust, Hibbard Rd. south of Skokie, Briar Dr. and Old Glenview Rd. west of Edens highway, Happ Road from Illinois Road to the North Branch of the Chicago River*), the CONTRACTOR must obtain a permit from the appropriate authority. Normally, the road cannot be completely blocked off.

- c. During tree removal operations, sidewalks shall be properly barricaded and closed to the satisfaction of the VILLAGE MANAGER or a representative thereof. More importantly, within school zone areas and other areas where many children are present - such as around day camps or day care - removals shall not take place during normal commuting hours. Tree removals shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer

camps or day care. The VILLAGE MANAGER or a representative thereof shall provide the CONTRACTOR with appropriate information regarding the areas and times of these activities.

DEMAND HOURLY SERVICES (NON-EMERGENCY)

The CONTRACTOR will be required to perform additional services (tree removal or pruning) including, but not limited to, branch or log pickup, pruning of broken hanging branches, additional stumping services and removal of trees not located in a traditional parkway setting such as those located in alleys with wire conflicts. If such conditions exist, the VILLAGE MANAGER or an appointed representative will notify the CONTRACTOR that demand hourly services are requested and work will be performed during normal working hours at the demand hourly rate.

Upon notice, the CONTRACTOR will provide crew(s) and equipment to the site within two (2) business days (shortest notice response deadline) or an extended time frame as specified by the VILLAGE MANAGER or appointed representative. Depending on the nature of service request, the crew size will vary; however, the CONTRACTOR must receive approval of crew size from the VILLAGE MANAGER or appointed representative before commencing work.

Demand hourly services shall be provided at an hourly rate per employee and include all labor, equipment and materials needed to perform the work to the satisfaction of the VILLAGE MANAGER or appointed representative. The hourly rate shall also include the cost to dispose of all tree debris and related materials. Normal working hours occur between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Payment will be made for all hours worked at the site. Hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) **shall not** be considered billable. **In the event that the successful BIDDER holds another contract with the VILLAGE that contains rates for demand hourly services (non-emergency), the lesser of the two rates shall apply.**

EMERGENCY / DISASTER SERVICES

Parkway trees may require immediate removal or pruning to ensure public safety (i.e. wind storms). If such conditions exist, the VILLAGE MANAGER or a representative thereof will notify the CONTRACTOR that an emergency exists. Upon notice, the CONTRACTOR will provide crews to the site **within 2 hours**. When requesting emergency/disaster services, the CONTRACTOR shall provide, **at minimum**, a three (3) employee crew with one wood chip truck, brush chipper and one aerial truck.

Emergency/disaster services shall be provided at an hourly rate per employee hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the VILLAGE MANAGER or appointed representative. The hourly rate shall also include the cost to dispose of all tree debris and related materials. A separate emergency rate for normal working hours and outside normal working hours emergency work shall be provided. Prices are non-negotiable, and no distinction between emergency, disaster, or catastrophe shall be made. Normal working hours occur between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Payment for such

emergency service outside normal working hours will be in accordance with the outside normal working hours' emergency rate on the bid form. Payment will be made for all hours worked at the site. Hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) **shall not** be considered billable.

In addition to the equipment previously mentioned, the CONTRACTOR may be asked to provide additional wood chip trucks, brush chippers, aerial trucks, stump grinders, or trucks equipped with log grapple loaders. **In the event that the successful BIDDER holds another contract with the VILLAGE that contains rates for emergency/disaster services, the lesser of the two rates shall apply.**

TREE REMOVAL

The CONTRACTOR shall remove all parkway trees designated for removal by the VILLAGE MANAGER or a representative thereof. Removal shall consist of cutting down each tree in a safe manner to a point no greater than four inches above the adjacent ground level. The CONTRACTOR will comply with all applicable OSHA and other applicable federal and state regulations when removing trees. The CONTRACTOR will comply with rules and regulations, OSHA 29 CFR Part 1926.

The CONTRACTOR shall not use the practice of "flopping" trees. All trees shall be "limbed out" prior to the final cutting of the trunk. Street lights, street signs, sidewalks, curbs, street pavement and manhole structures shall always be protected from the impact of falling wood by use of tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level **before leaving** the work site.

All designated trees must be removed within **fifteen (15) business days** after the CONTRACTOR has received a list from the VILLAGE MANAGER or a representative thereof.

TREE STUMP REMOVAL

The CONTRACTOR shall remove the stumps of all tree removals unless otherwise specified by the VILLAGE MANAGER or a representative thereof.

All stumps and buttress roots shall be ground to a depth at least **eight inches (8")** below a line between the back of curb and the top of the sidewalk or an existing grade as determined by the VILLAGE MANAGER or a representative thereof and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree. Buttress roots shall consist of all roots, having a minimum diameter of 2 inches, extending up to the ground surface or above located **within a 5' foot radius** from the center of removed tree. **All stumps on each Removal List shall be completed within five (5) business days after all trees on said Removal List have been removed.**

BACKFILLING WITH SOIL

Within **forty-eight (48) hours** after grinding (removal) the stump and buttress roots, the

CONTRACTOR shall remove all stump grindings and associated debris from the site, and complete the backfilling operation. **Backfilling shall coincide with the removal of the grinding debris.** Disposal of grinding debris generated by work described in this contract shall be the responsibility of the CONTRACTOR. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk and private property to eliminate hazards to the motoring public and pedestrians.

The CONTRACTOR shall backfill each tree removal site unless otherwise specified by the VILLAGE MANAGER or a representative thereof. Areas where stumps have been removed, and areas disturbed by the removal operation, shall be back-filled with pulverized black soil (topsoil), free of debris, clods and stones, and excavated to the level of the existing grade as determined by the VILLAGE MANAGER or a representative thereof. The level of grade shall be recognized as a line between the back of curb and the top of the sidewalk or the existing grade and generally will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions. The CONTRACTOR shall supply his own topsoil which has received the prior approval of the VILLAGE MANAGER or a representative thereof. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the back-fill material. In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety and the VILLAGE MANAGER or a representative thereof shall be notified. Grindings (woodchips) and debris shall not be used as backfill material. At the discretion of the VILLAGE MANAGER, the CONTRACTOR may be required to leave the excavated area open, after grinding, for the purpose of inspection by the VILLAGE MANAGER or a representative thereof.

WORKING HOURS

Normal working hours will be between 8:00 AM and 5:00 PM, Monday through Friday; however, when given prior approval by the Village Manager or their appointed representative (at least 48 hours prior to commencing work), removal operations may also occur on Saturdays between the hours of 9 am and 6 p.m. No work is to be performed on Sunday or the holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, or Christmas Day. Except in an emergency, work at all other times is not permitted unless authorized by the VILLAGE MANAGER or a representative thereof.

The VILLAGE MANAGER reserves the right to determine where and when the CONTRACTOR can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the VILLAGE MANAGER or their appointed representative and the CONTRACTOR to schedule work at specific times in order to alleviate safety concerns.

CONTACT INFORMATION

Key Village contacts for this contract are as follows. They may be reached during the hours of 7:00 AM to 3:00 PM:

Kevin Sorby, Village Forester
John Kemppainen, Village Forester
Wilmette Public Works Facility
711 Laramie Ave.,
Wilmette, Illinois 60091
Tel: (847) 853-7500

**VILLAGE OF WILMETTE
Contract No. 14-M-0009
TREE REMOVALS**

I/We hereby agree to furnish to the Village of Wilmette all necessary materials, equipment, labor, etc. to complete **TREE REMOVALS** in accordance with provisions, instructions, and specifications of the Village of Wilmette for the prices as follows:

CONTRACTOR INFORMATION:

NELS J. JOHNSON TREE EXPERTS, INC.
912 PITNER AVENUE
EVANSTON, IL 60202
N. JOEL JOHNSON, JR – PRES.
847-475-1877
knimietz@nelsjohnsontree.com

TREE REMOVALS PRICING TABLE:

Type	Tree Diameter (dbh) Classes	Estimated Annual Volume	Estimated Total Diameter	Unit Price per inch	Extended Total
Tree Removal	1-11"	25	150	\$10.00	\$1,500.00
	12-18"	100	1,500	\$15.00	\$22,500.00
	19-26"	75	1,688	\$17.00	\$28,696.00
	27-36"	38	1,197	\$24.00	\$28,728.00
	37"+	12	480	\$30.00	\$14,400.00
Stump Grinding	1-11"	25	150	\$1.50	\$225.00
	12-18"	100	1,500	\$1.50	\$2,250.00
	19-26"	75	1,688	\$1.50	\$2,532.00
	27-36"	38	1,197	\$2.00	\$2,394.00
	37"+	12	480	\$2.00	\$960.00
Restoration	1-11"	25	150	\$3.00	\$450.00
	12-18"	100	1,500	\$3.50	\$5,250.00
	19-26"	75	1,688	\$4.00	\$6,752.00
	27-36"	38	1,197	\$4.00	\$4,788.00
	37"+	12	480	\$4.00	\$1,920.00

CONTRACT TOTAL DOLLARS NOT-TO-EXCEED PER YEAR: \$123,345.00

The Contractor affirms that the prices quoted above include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Contract Documents.

3. Cost For Demand Hourly Services (non-emergency); The Contractor shall provide tree removal assistance for Demand Hourly Services (non-emergency) per Specifications for **TREE REMOVALS, CONTRACT No. 14-M-0009**

During Normal Working Hours: \$85.00
 Per Employee Hour (includes equipment and wood disposal)

4. Cost For Emergency Hourly Services; The Contractor shall provide tree removal assistance for Emergency Service per Specifications for **TREE REMOVALS, CONTRACT No. 14-M-0009**

During Normal Working Hours: \$85.00
 Per Employee Hour (includes equipment and wood disposal)

Outside Normal Working Hours: \$110.00
 Per Employee Hour (includes equipment and wood disposal)

**VILLAGE OF WILMETTE
CONTRACT DOCUMENT NUMBER 14-M-0009
TREE REMOVALS**

This agreement is made this **13th day of May, 2014**, between and shall be binding upon the Village of Wilmette, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and **Nels J. Johnson Tree Experts, Inc.**, hereinafter referred to as the "CONTRACTOR" and its successors. Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the CONTRACTOR agrees to perform the services, and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

The proposed work is officially known as "**TREE REMOVAL**" and all as further described in the contract documents.

This contract shall embrace and include the entire applicable contract documents as shown in the **RFP Document for Contract Document Number 14-M-0009 for TREE REMOVAL**.

1. The Village agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums as delineated in accordance with the General Provisions.
2. The CONTRACTOR shall commence work under this Contract upon written Notice to Proceed from the VILLAGE.
3. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the VILLAGE demands that the CONTRACTOR furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the VILLAGE nor shall any retained percentage become due until releases and waivers of lien have been supplied as the VILLAGE designates.
4. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the CONTRACTOR have hereunto set their hands this 13th day of May, 2014

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 22nd day of May, 2014

Corporation Seal:



By Erik N. Johnson

Vice President

Position/Title

By _____

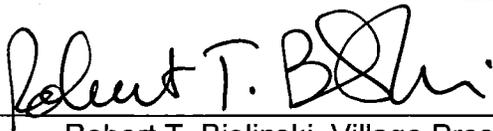
Position/Title

Nels J. Johnson Tree Experts, Inc.

Print Company Name

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this 28th day of May, 2014



Robert T. Bielinski, Village President

Attest:  - Deputy Village Clerk
Timothy J. Frenzer, Village Clerk

CONTRACTOR'S CERTIFICATION

Erik N. Johnson, having been first duly sworn depose and states as follows:

1. **Nels J. Johnson Tree Experts, Inc.**, having submitted a proposal for **TREE REMOVALS** to the Village of Wilmette, hereby certifies that said CONTRACTOR has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. **Nels J. Johnson Tree Experts, Inc.**, is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: *Erik N. Johnson*
Authorized Agent of CONTRACTOR

Subscribed and sworn to before me this 22nd day of May, 2014

Notary Public:



CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of **Nels J. Johnson Tree Experts, Inc.**, and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of 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 contract or grant, the employee will:
 - d. Abide by the terms of the statement; and
 - e. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: *Nels J. Johnson*

Title/Position: Vice President

Subscribed and sworn to before me this 22nd day of May, 2014

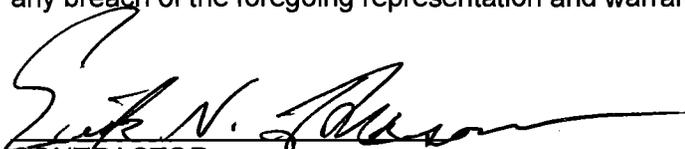
Notary Public: *Carla I Zavell*



NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Wilmette that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the Village of Wilmette that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.


CONTRACTOR

5/22/2014

Date

ATTACHMENT ONE: Nels Johnson Arborist List and IDOA Compliance Agt.

Nels J. Johnson Tree Experts, Inc.

<u>Arborist</u>	<u>ISA #</u>
Conrad, David	IL-0158
Johnson, Erik	IL-1416A
Cornejo, Angel	IL-4600AT
Runyon, Daniel	IL-5107A
Johnson, John D.V.	IL-5111A
Dean Vasquez	IL-5291A
Juan Carlos Martinez	IL-9145A

Joel Johnson 031-004
Joel J. Johnson Tree Experts, Inc. 912 Pitner
Evanston IL 60202 847-475-1877
czavell@nelsjohnsonstree.com
Cook County

Illinois Department of Agriculture
EMERALD ASH BORER COMPLIANCE AGREEMENT

NELS J. JOHNSON
TREE EXPERTS, INC. Contact Name: Mr./Ms. JOEL JOHNSON

Mailing Address: Street 912 PITNER AVE. City/Town EVANSTON State IL Zip code 60077
Telephone: 847-475-1877 Fax: 847-475-0037 E-mail: czavell@nelsjohnsonstree.com
County COOK

Disposal or Processing Yard Location (if different than mailing address above): Street _____
City/Town _____ Zip code _____ County _____

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

- Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
- From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
- Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
- Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
- The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

**"Regulated Articles" are hereby defined as the following:

- The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- Ash trees (*Fraxinus spp.*) of any size;
- Ash limbs and branches;
- Any cut non-coniferous, hardwood firewood;
- Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for non-compliance, by the Illinois Department of Agriculture.

Signature/Title Joel J. Johnson Jr. Date Signed 1/25/10

State Agency Official Signature _____ Compliance Agreement No: 031-004

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.illinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVI.doc]

END OF DOCUMENT