

VILLAGE OF WILMETTE
1200 Wilmette Ave.
Wilmette, IL 60091

CONTRACT No. 14-M-0016

FOR:

VILLAGE TREE PRUNING

WITH:

WINKLER'S TREE AND LANDSCAPING, INC.
114 N. MANNHEIM RD.
BELLWOOD, IL 60104
P.O. BOX 1154
LA GRANGE PK., IL 60526
708-544-1219
VINCE WINKLER, PRES.
info@winklertreeservice.com

DESCRIPTION OF WORK:

VILLAGE TREE PRUNING is for TREE PRUNING services on Village of Wilmette Public Right-of-Ways. 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 the contract executed between the Village of Wilmette and Winkler's Tree and Landscaping, Inc. Do not detach any portion of this document. Invalidation could result.

**VILLAGE OF WILMETTE
CONTRACT No. 14-M-0016
VILLAGE TREE PRUNING**

DESCRIPTION OF WORK

VILLAGE TREE PRUNING is for TREE PRUNING services on Village of Wilmette Public Right-of-Ways. This contract is for three years in duration at fixed pricing.

PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of the first-year contract sum. Said Bonds shall be in a form acceptable to the VILLAGE and must be deposited with the VILLAGE at the time of execution of this Contract.

GENERAL PROVISIONS

DEFINITIONS

The term "VILLAGE" whenever used in the Contract documents shall be construed to mean the VILLAGE of Wilmette, in Wilmette, IL 60091.

The term "CONTRACTOR" whenever used in the Contract documents shall be construed to mean the firm having a contract with the VILLAGE for the work so specified.

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.

PRICES

The quantities provided in the bid documents are approximate and are subject to increase or decrease. Compensation to the CONTRACTOR shall be based upon the actual quantities and sizes of trees designated for pruning multiplied by the unit prices bid for

each item. The unit prices submitted herewith are for the purpose of determining the lowest cost per diameter (dbh) class.

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.

PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The VILLAGE's Request for Proposal General Terms & Specifications and the CONTRACTOR'S Proposal Response.

VILLAGE CONTRACTOR LICENSE

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

BONDS AND INSURANCE

A. PERFORMANCE AND PAYMENT BONDS

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the VILLAGE satisfactory Performance and Payment Bonds for one hundred (100) percent of the Contract Amount. Said bonds shall be in a form acceptable to the VILLAGE. Surety companies executing bonds must appear on the Treasury Department's most current list as published in Circular No. 570 and be authorized to transact business in the State of Illinois. Said bonds shall provide that they do not terminate upon completion of the Work, but shall be reduced to ten (10) percent of the Contract Amount upon final payment for a period of one (1) year. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

B. CONTRACTOR'S INSURANCE REQUIREMENTS

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 equipment 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 the VILLAGE. 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 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, 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:

PREVAILING WAGES

The proposed Work described in this Contract document **is not** covered by the Illinois Prevailing Wage Act. The Illinois Department of Labor ("IDOL") has determined that tree pruning is considered to be maintenance work and is not subject to prevailing wage requirements.

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 the VILLAGE issue 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 are 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.

PAYMENT BY THE VILLAGE

The VILLAGE agree to make payments to Contractor and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Payment of invoices shall be made pursuant to the Illinois Prompt Payment Act (50 ILCS 505/1 et seq.).

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.

**VILLAGE OF WILMETTE
CONTRACT No. 14-M-0016
VILLAGE TREE PRUNING**

SPECIAL PROVISIONS FOR TREE PRUNING

GENERAL DESCRIPTION OF WORK

This Contract is for VILLAGE of Wilmette **TREE PRUNING** services on Public Right-of-Ways. The work is to be completed over a three (3) year period which will begin on **November 25, 2014** and end on **December 31, 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 PRUNING 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 PERIOD

The CONTRACTOR shall begin work on or about **November 25, 2014**, and the contract will expire on **December 31, 2017**, with the majority of the pruning work to be conducted as part of the VILLAGE scheduled pruning program which occurs during the months of January through April, and November through December. 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 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

Contract prices shall include all applicable charges that shall be incurred during the specified period of the contract. Pricing is all inclusive and there shall be no additional charges during the term of the contract. The CONTRACTOR shall indicate prices for the pruning of parkway trees at a unit price per inch of diameter. The unit price shall include all labor, equipment, materials and wood disposal costs. CONTRACTOR shall provide the unit price for the following diameter classes:

The CONTRACTOR has provided the unit price for the following four (4) diameter classes for the VILLAGE of Wilmette:

- a. (7-14") seven to fourteen inches diameter (dbh)
- b. (15-24") fifteen to twenty-four inches diameter (dbh)
- c. (25-36") twenty-five to thirty six inches diameter (dbh)
- d. (37"+) thirty-seven inches diameter (dbh) 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 the 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 Pruning List** shall be pruned within **10 business days** after the CONTRACTOR has received said Tree Pruning 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 CONTRACTOR'S 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 \$100 per day shall be assessed. The work on this contract shall commence November 12, 2014 and all work shall be completed prior to December 31 of each calendar year. In addition, sixty five percent (65%) of the dollar value of the contract shall be completed by June 1 of each calendar year as an indication that the CONTRACTOR

is satisfactorily progressing toward completion of the Contract.

The CONTRACTOR is responsible to prune parkway trees within a reasonable time frame, 10 business days. If the CONTRACTOR fails to make good effort to prune parkway 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 \$100 per day until the situation is rectified. In addition, the CONTRACTOR assumes responsibilities for any damages or losses to the VILLAGE or to third parties caused by the failure to prune parkway trees in the time allocated by the contract. This amount may be deducted from any payments due the CONTRACTOR from the VILLAGE.

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 DIRECTOR, 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 \$100 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 top soil. 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 have 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 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 reserve 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 Pruning 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 Pruning. 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.

EQUIPMENT

The CONTRACTOR has provided to the VILLAGE a list of equipment which shall be used on the project, together with a statement noting which of these items of equipment the CONTRACTOR owns, and separately those items which he does not own but is certain he will be able to rent or otherwise have access to use. All equipment, parts or components not specifically mentioned in these specifications which are necessary to provide a complete TREE PRUNING service shall be furnished by the CONTRACTOR.

Note: Parking for CONTRACTOR'S equipment is not available at the VILLAGE Public Works Maintenance Facilities.

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 VILLAGE will utilize in-house staff 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 have 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 have 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.

**VILLAGE OF WILMETTE
CONTRACT No. 14-M-0016
VILLAGE TREE PRUNING**

SPECIFICATIONS FOR TREE PRUNING

The following Specifications and other provisions together with the Special Provisions shall govern the performance of the **TREE PRUNING** Contract and will be made a part of the agreement.

LANDSCAPE EQUIPMENT NOISE (THIS PROVISION APPLIES TO THE VILLAGE OF WILMETTE ONLY)

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 PRUNING** shall be based on the diameter classes shown in the Special Provisions section and will include the costs for the following two categories of work:

1. Pruning of parkway trees and branches.
2. Disposal of wood debris and other wood debris generated from tree pruning operations.

EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPT. 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, 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

The 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.

QUANTITIES AND TREE LOCATIONS

Based upon prior activity, it is estimated that approximately **1,800 parkway trees** will need to be pruned annually under this contract (for a twelve-month period). Quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. Trees to be pruned will be those designated by the VILLAGE on an inventory printout provided to the awarded contractor and will be pruned in a sequence indicated

by the VILLAGE. Under normal conditions, the CONTRACTOR will be expected to complete a forestry work zone area before entering into another area. Occasionally, the CONTRACTOR may be required to prune outside of the expected forestry work zone area. These additional areas will be determined by the VILLAGE and will be at least one block in length.

PROVIDING ADVANCE NOTIFICATION TO RESIDENTS

The CONTRACTOR, at its sole cost and expense, shall develop, print and distribute to all affected residents a standardized brochure, letter or postcard (pre-approved by the VILLAGE) providing advance notification of parkway tree pruning activity. The VILLAGE will advise the CONTRACTOR in advance of streets or areas to be pruned requiring distribution of notification material. At minimum, residents shall be notified 72 hours in advance of parkway tree pruning operations. The VILLAGE, at their discretion, may furnish the CONTRACTOR with sample documentation deemed suitable for notification.

LISTS

Lists containing the zone, street name, numbered address, location quadrant, tree species and updated diameters (DBH) of parkway trees to be pruned shall be submitted to the CONTRACTOR. The VILLAGE will submit updated tree inventory lists (tree pruning) to the CONTRACTOR. Lists submitted to the CONTRACTOR will contain at least one (1) block worth of parkway trees. 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 contractor's working for homeowners could place a similar mark on a nearby tree, therefore, the CONTRACTOR shall confirm the validity of the tree to the list that has been provided by the DIRECTOR. The VILLAGE will not compensate the CONTRACTOR for any work incorrectly performed on trees not included on the list. The list will contain the VILLAGE measurement of the size of each tree to be pruned. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level (see 'MEASUREMENT OF PARKWAY TREES' under Special Provisions section).

INVOICING PROCESS

The CONTRACTOR shall submit an invoice for each inventory list of parkway trees designated for pruning by the VILLAGE. 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.** Invoices shall include all charges for work orders depicted on each list.

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 (for the work performed):

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

POSTING OF NO PARKING SIGNS

The CONTRACTOR shall examine the area surrounding the trees to be pruned and determine, in sufficient time prior to initiating the Work on each Pruning List, whether "No Parking" signs are necessary to allow access to trees. The 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

The 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 pruned. In addition, the CONTRACTOR shall immediately report any parkway tree information to the VILLAGE that pertains to visible girdling roots, structural weaknesses, decayed trunks and branches or split crotches. 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 pruned.

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 wood debris from a site and returning the site to its original state after pruning a parkway tree.

Limbs, branches and/or trunks may be temporarily placed in the public right of way (parkway) in such a manner as to eliminate any obstruction, including site line, obstructions to motor vehicles and pedestrians. Brush and limbs cannot be stored or placed in a manner that obstructs any street, 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 pruning 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 of Wilmette at 847-853-7500 or at pubworks@wilmette.com and at the Regional Emergency Dispatch Center (RED) at 847-724-5700 for street closure. The RED Center will

then contact the Wilmette Fire and Police Departments.

When pruning trees along **State Roadways** or **County Roadways**, the CONTRACTOR must obtain a permit from the appropriate authority. Normally, the road cannot be completely blocked off. Upon request, the VILLAGE will furnish maps denoting locations of state and county street jurisdictions within the respective VILLAGE limits.

- c. During tree pruning 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 areas – tree pruning shall not take place during normal commuting hours. Tree pruning 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 school 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 – this includes all costs associated with the disposition of those materials. Payment will be made only for 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. Normal working hours occur between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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 – this includes all costs associated with the disposition of these materials. Payment will be made only for hours worked at the site. No additional charges shall be included beyond the hourly rate charge and the hours charged must be substantiated in the invoice. 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.

DEFINITION OF TERMS

To avoid misunderstanding, the following terms throughout the specifications will be defined as follows:

Watersprouts

Bushy and undesirable growth of small shoots from the roots, from the trunk of a tree or from major limbs in close proximity to the trunk usually not following the general pattern of the tree.

Interfering Branches

Branches which are growing in contact with or within ten (10) feet of manmade structures or overhanging a structure.

Objectionable Branches

Branches which are growing in such a manner that they cause unnecessary crowding, or are undesirable if the natural form or shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

Young Tree

A parkway tree that measures up to 12 inches in diameter when measured at 4½ feet above the ground surface.

Medium Tree

A parkway tree that measures between 12 and 24 inches in diameter when measured at 4½ feet above the ground surface.

Mature Tree

A parkway tree that measures 25 inches in diameter and greater when measured at 4½ feet above the ground surface.

PRUNING OPERATIONS

In order to satisfy the following provisions, the CONTRACTOR shall perform pruning operations through the act of tree climbing in conjunction with aerial equipment, as needed. Additionally, all pruning shall be in accordance with most current American National Standards Institute standards, ANSI A300 (2008) and all its supplements.

a. CLEANING

Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each parkway tree, any dead, dying, diseased, broken branches and water sprouts shall be removed.

b. CLEARANCE

Remove branches to achieve clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree.

Remove branches to achieve clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned.

c. STRUCTURAL

The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches, the contractor shall contact the DIRECTOR to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

d. MATURE TREES

Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches. No interior live and healthy branches greater than four (4) inches diameter shall be removed.

Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the DIRECTOR.

e. PRUNING CUTS AND TOOLS

Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub.

This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

"Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the DIRECTOR injure the tree.

PRUNING OF ELM TREES

American elm (*Ulmus Americana*) and other non-disease resistant elm species (*Ulmus spp.*) shall be pruned only between October 15 and April 15. At the discretion of the DIRECTOR, an elm may be pruned outside of this time period to mitigate an immediate hazard. Pruning paint shall be applied to all cuts and wounds on diseased susceptible elm species when pruned during the growing season.

WORKING HOURS

All maintenance and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Director (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Director.

The CONTRACTOR will observe holidays in accordance with the VILLAGE official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1st)
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day (December 25th)

The Director 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 Director and the CONTRACTOR to schedule work at specific times in order to alleviate safety concerns.

STATISTICAL INFORMATION

Municipality	Village of Wilmette
Total # Parkway Trees	16,966
Total Miles of Streets (center lane)	87.8
Tree distribution by genus (%)	
Acer (maple)	26.80

<i>Celtis</i> (hackberry)	4.30
<i>Fraxinus</i> (ash)	2.90
<i>Gleditsia</i> (honeylocust)	9.50
<i>Malus</i> (crabapple)	4.50
<i>Quercus</i> (oak)	14.20
<i>Tilia</i> (linden)	8.90
<i>Ulmus</i> (elm)	8.60
Totals - All other genus	24.80

ADDITIONAL INFORMATION

Key VILLAGE contacts for this Contract are the following person(s) who can be contacted during the normal working hours of 7:00 am to 3:00 pm:

Kevin Sorby or John Kemppainen
 Village Foresters
 Village of Wilmette
 Public Works Facility
 711 Laramie Ave.,
 Wilmette, Illinois 60091
 Tel: (847) 853-7600
 Email: forestry@wilmette.com

**VILLAGE OF WILMETTE
CONTRACT No. 14-M-0016
VILLAGE TREE PRUNING**

CONTRACT PRICING - TREE PRUNING CONTRACT No. 14-M-0016

1. Pruning Per Specification:

Item No.	Item Description Diameter classes (DBH)	Estimated Quantities (trees)	Estimated Total Diameter (DBH)	Unit Price (per DBH)	Extended Price
1	1-6 inches	0	0	\$ 3.00	\$ -
2	7-14 inches	709	7,445	\$ 3.10	\$ 23,079.50
3	15-24 inches	746	14,547	\$ 4.50	\$ 65,461.50
4	25-36 inches	291	8,876	\$ 5.50	\$ 48,818.00
5	37 inches or greater	54	1,998	\$ 6.00	\$ 11,988.00
ESTIMATED ANNUAL TOTAL					\$ 149,347.00

- 2. Cost For Demand Hourly Services (non-emergency):** The Contractor shall provide tree removal assistance for Demand Hourly Services (non-emergency) per specifications shown in this Contract.

During Normal Working Hours (Village of Wilmette): **\$95.00 / hr.**
Per Employee Hour (includes equipment and wood disposal)

- 3. Cost For Emergency Hourly Services:** The Contractor shall provide tree removal assistance for Emergency Service per specifications shown in this Contract.

During Normal Working Hours (Village of Wilmette): **\$120.00 / hr.**
Per Employee Hour (includes equipment and wood disposal)

Outside Normal Working Hours (Village of Wilmette): **\$135.00 / hr.**
Per Employee Hour (includes equipment and wood disposal)

**VILLAGE OF WILMETTE
CONTRACT No. 14-M-0016
VILLAGE TREE PRUNING**

We hereby agree to furnish to the VILLAGE of Wilmette, IL all necessary materials, equipment, labor, etc. to complete **VILLAGE TREE PRUNING** in accordance with provisions, instructions shown, for the prices indicated, as follows:

CONTRACTOR INFORMATION:

WINKLER'S TREE AND LANDSCAPING, INC.
114 N. MANNHEIM RD.
BELLWOOD, IL 60104
P.O. BOX 1154
LA GRANGE PK., IL 60526
708-544-1219
VINCE WINKLER, PRES.
info@winklertreeservice.com

This agreement is made this **25th day of November, 2014**, between and shall be binding upon the **Village of Wilmette**, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and **Winkler's Tree and Landscaping, 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 "**VILLAGE TREE PRUNING**" 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-0016 for TREE PRUNING CONSORTIUM.**

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 25th day of November, 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 3 day of DEC, 2014

Individual or Partnership _____ Corporation _____

Donna Winkler
By

Pres
Position/Title

By _____

Position/Title

Winkler's Tree & Landscaping, Inc.
Print Company Name P.O. Box 1154
La Grange Pk, IL 60526
(708)544-1219

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this 17th day of December, 2014

Robert T. Bielinski
Robert T. Bielinski, Village President

Attest:

Timothy J. Frenzer
Timothy J. Frenzer, Village Clerk

CONTRACTOR'S CERTIFICATION

Vince Winkler, having been first duly sworn depose and states as follows:

1. **Winkler's Tree and Landscaping, Inc.**, having submitted a proposal for **TREE PRUNING CONSORTIUM** 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. **Winkler's Tree and Landscaping, 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 approved Revenue Act; or

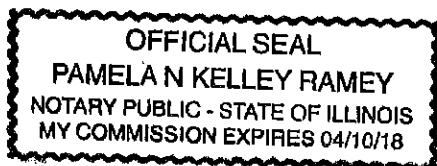
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Vince Winkler

Authorized Agent of CONTRACTOR

Subscribed and sworn to before me this 3rd day of December, 2014

Notary Public:



CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of: **Winkler's Tree and Landscaping, 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.

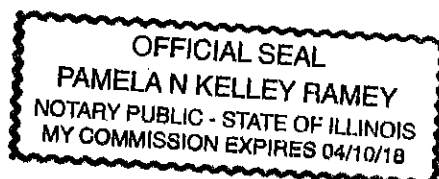
Signed: _____

Title/Position: _____

Subscribed and sworn to before me this 3rd day of December, 2014

Notary Public:

Village of Wilmette



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.

Winkler's Tree & Landscaping, Inc.
P.O. Box 1154

La Grange Pk, IL 60526
(708)544-1219

CONTRACTOR

12-3-14

Date

PERFORMANCE BOND

BE IT KNOWN TO ALL PERSONS that:

Winkler's Tree & Landscaping, Inc.

(Name of Contractor)

P.O. Box 1154, La Grange Park, IL 60526

(Address)

hereinafter referred to as "Principal" and,

Lexon Insurance Company

(Name of Surety)

12890 Lebanon Road, Mt. Juliet, TN 37122

(Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois, 60091 (hereinafter referred to as "Owner") as herein provided.

THE CONDITION OF THIS OBLIGATION is such that Principal and Surety agree to bind themselves, successors, executors, administrators and assigns, jointly and severally, for the full and faithful performance of **Contract No. 14-M-0016** dated the 25th day of November, 2014, (hereinafter referred to as the "Contract") (a copy of which is attached and incorporated by reference as though fully set forth herein) for the **VILLAGE TREE PRUNING ("Work")** in accordance with the Contract Documents. In the amount of Seventy Six Thousand Nine Hundred Ninety Two & 80/100 (\$76,992.80)

NOW, THEREFORE, if the Principal shall well, truly, fully and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, including its agreement to guaranty and maintain said Work for a one (1) year period following final payment to such Principal, and if Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then the amount of this Bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or to the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original and this the 11th day of December 2014.

ATTEST:

Winkler's Tree & Landscaping, Inc.

(Principal)

By: Uma Winkler

ATTEST:

Lexon Insurance Company

(Surety)

By: Tarise M. Pisciotto

Tarise M. Pisciotto, Attorney-In-Fact

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

PAYMENT BOND

BE IT KNOWN TO ALL PERSONS: that

Winkler's Tree & Landscaping, Inc.

(Name of Contractor)

P.O. Box 1154, La Grange Park, IL 60526

(Address)

hereinafter referred to as "Principal" and,

Lexon Insurance Company

(Name of Surety)

12890 Lebanon Road, Mt. Juliet, TN 37122

(Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois, 60091, (hereinafter referred to as "Owner") in the penal sum of Seventy Six Thousand Nine Hundred Ninety Two and 80/100***** (\$ 76,992.80) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, Principal entered into Contract No 14-M-0016 with the Owner, dated the 25th day of November, 2014, a copy of which is hereto attached and made a part hereof for the VILLAGE TREE PRUNING ("Work").

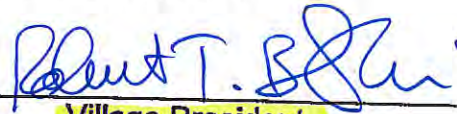
NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms, subcontractors, corporations and others furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract or the Contract Documents, and any authorized extension or modification thereof, including, but not limited to, all amounts due for services, inspections, supplies, materials, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed hereunder or the Contract Documents accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

APPROVED this day 17th of December, 2014.

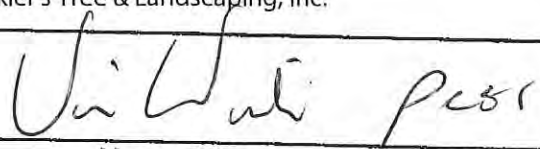
VILLAGE OF WILLMETTE

BY: 
Village President

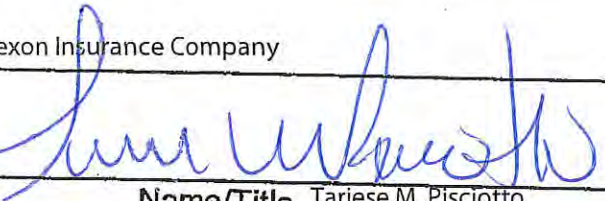
ATTEST: 
Village Clerk

WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original on the dates stated herein.

Accepted this day 11th of December, 2014.

Winkler's Tree & Landscaping, Inc. _____ (Principal)
 By: 
Name/Title

Accepted this day 11th of December, 2014.

Lexon Insurance Company _____ (Surety)
 By: 
Name/Title Tariese M. Pisciotto
 Attorney-In-Fact

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Illinois.

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 8,000,000.00, Eight Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

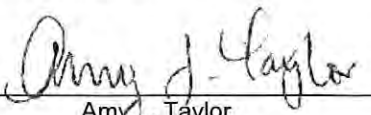
BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY 
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 11th Day of December, 2014.



BY 
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

State of Illinois}

} ss.

County of DuPage }

On December 11, 2014, before me, Dawn L. Morgan, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Tariese M. Pisciotto known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

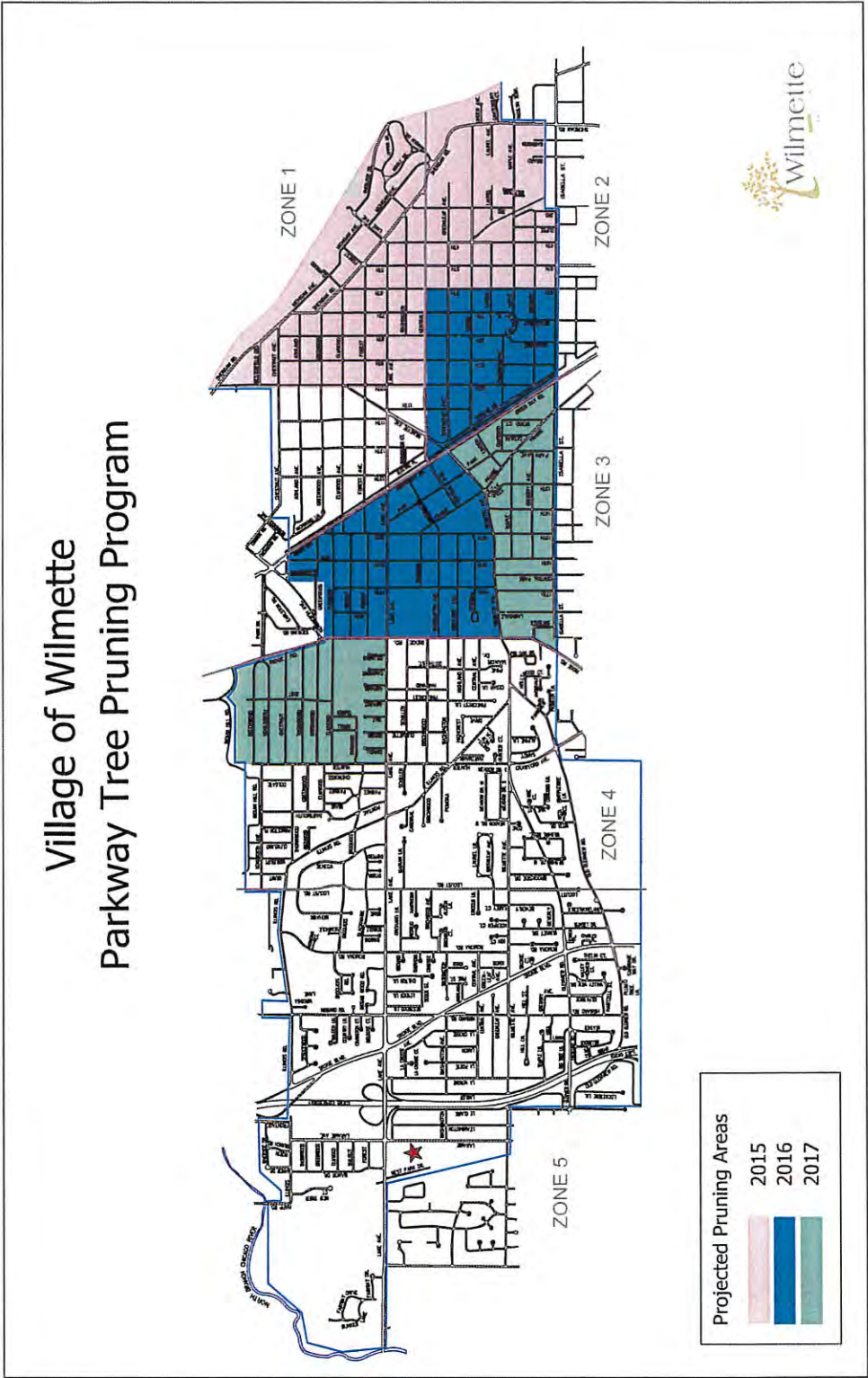
My Commission Expires March 29, 2016

Dawn L. Morgan
Dawn L. Morgan, Notary Public



Commission No. 318533

APPENDIX TWO: VILLAGE LOCATION MAP





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Dionne Townsend	
	PHONE (A/C, N o, Ext): 708-845-3673 FAX (A/C, N o):	
	E-MAIL ADDRESS: constructioncerts@thehortongroup.com	
INSURED Winkler's Tree & Landscaping, Inc. P. O. Box 1154 LaGrange Park, IL 60526	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Western National Insurance	15377
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2024732799

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP1104700	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employment Practices \$100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	CPP1103948	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB1017137	12/1/2014	12/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCV1013350	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of subrogation in favor of the listed additional insured with respect to General and Auto Liability only when required by written contract. Additional insured with respect to General Liability only when required by written contract:
PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED UNDER THE GENERAL AND AUTO LIABILITY FOR THE DURATION FOR THE CONTRACT TERM: THE VILLAGE OF WILMETTE AND ITS OFFICERS, AGENTS AND EMPLOYEES. ONLY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

Village of Wilmette 1200 Wilmette Avenue WILMETTE IL 60091	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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END OF DOCUMENT