

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2019-153

AN ORDINANCE AWARDED THE 2019-2020 PARKWAY TREE TRIMMING BID  
TO SAWVELL TREE SERVICE, INC. FOR AN AMOUNT NOT TO EXCEED \$31,655

THE 10<sup>th</sup> DAY OF DECEMBER 2019

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
10<sup>th</sup> Day of December 2019

**ORDINANCE 2019-153**

**AN ORDINANCE AWARDING THE 2019-2020 PARKWAY TREE TRIMMING BID TO SAWVELL TREE SERVICE, INC. FOR AN AMOUNT NOT TO EXCEED \$31,655**

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

**WHEREAS**, \$40,000 is delineated in Fiscal Year 2019-2020 budget account (0102047-520600) for Contractual Parkway Tree Trimming; and

**WHEREAS**, the Village received a total of three (3) sealed bids on December 2, 2019 for Parkway Tree Trimming 2019-2020; at which time they were publicly opened; and

**WHEREAS**, the lowest qualifying bid of \$31,655 was received by Sawvell Tree Service, Inc.; and

Sawvell Tree Service, Inc.- \$31,655  
Lucas Landscaping and Design- \$35,551  
Landscape Concepts- \$43,500

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

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

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all required documents with Sawvell Tree Service, Inc. for the Parkway Tree Trimming 2019-2020 contract for an amount not to exceed \$31,655.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Sawvell Tree Service, Inc. for an amount not to exceed \$31,655 within the Fiscal Year 2019-2020 budget.

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

**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2019-153.

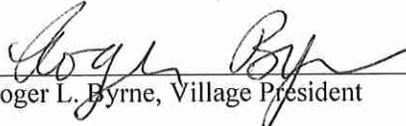
Dated the 10th of December, 2019

Adopted by roll call votes as follows:

AYES: 7 – Oppenheim, Takaoka, Schultz, Marquardt, Koch, Brown, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 – None

  
\_\_\_\_\_  
Roger L. Byrne, Village President

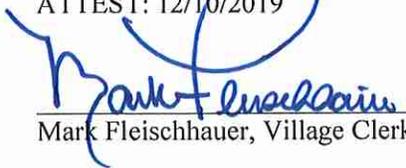
PASSED:

APPROVED:

ATTEST: PASSED: 12/10/2019

APPROVED: 12/10/2019

ATTEST: 12/10/2019

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk



STATE OF ILLINOIS )  
  )  
COUNTY OF LAKE    )

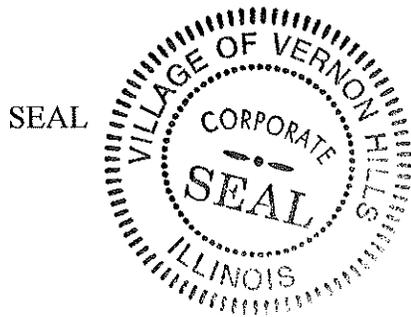
CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON DECEMBER 10, 2019, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2019-153 - AN ORDINANCE AWARDDING THE 2019-2020 PARKWAY TREE TRIMMING BID TO SAWVELL TREE SERVICE, INC. FOR AN AMOUNT NOT TO EXCEED \$31,655.

THE PAMPHLET FOR ORDINANCE NO. 2019-153 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED DECEMBER 10, 2019 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 10<sup>th</sup> DAY OF DECEMBER 2019

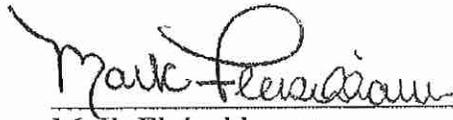
  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk



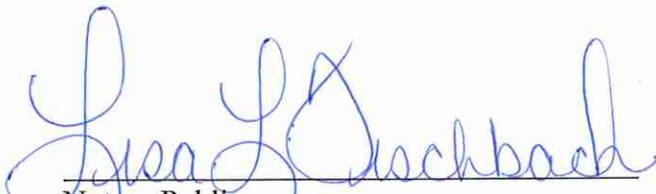
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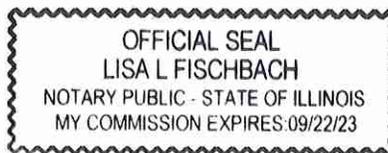
STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2019-153 - AN ORDINANCE AWARDDING THE 2019-2020 PARKWAY TREE TRIMMING BID TO SAWVELL TREE SERVICE, INC. FOR AN AMOUNT NOT TO EXCEED \$31,655.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 10<sup>th</sup> DAY OF DECEMBER 2019

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



**CONTRACT FOR  
TRIMMING OF PARKWAY TREES 2019-2020  
BETWEEN  
THE VILLAGE OF VERNON HILLS  
AND  
SAWVELL TREE SERVICE, INC.**

GENERAL OBJECTIVE

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

SCOPE OF SERVICES

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

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

**PART 1 – CONTRACT REQUIREMENTS**

1.1 PERFORMANCE OF THE WORK

CONTRACTOR shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and all other means and items necessary to accomplish the project in accordance with the specific project specifications attached hereto.
2. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
3. Taxes. Pay all applicable federal, state, and local taxes.

4. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

#### 1.2 COMMENCEMENT AND COMPLETION DATES

CONTRACTOR shall commence the Work not sooner than the "Commencement Date" set forth in Part 4 "Term of Contract" and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Part 4 "Term of Contract". The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time" or "Term of Contract".

#### 1.3 REQUIRED SUBMITTALS

CONTRACTOR shall submit to the VILLAGE all documents, data, and information specifically required to be submitted by CONTRACTOR under this Contract and shall, in addition, submit to the VILLAGE a complete description of all equipment, materials and supplies to be provided under this Contract ("Required Submittals").

#### 1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS

CONTRACTOR represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

CONTRACTOR shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name of other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by the VILLAGE in its sole and absolute discretion.

CONTRACTOR shall promptly notify the VILLAGE of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If CONTRACTOR fails to give such notice to the VILLAGE, then the subsequent decision of the VILLAGE as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle CONTRACTOR to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

#### 1.5 CONDITIONS AT THE WORK SITE

CONTRACTOR represents and warrants that it has had sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction.

CONTRACTOR shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, utility locations or conditions, tree numbers, locations, and/or sizes, and other investigations is or has been provided by the VILLAGE, or is or has been otherwise made available to CONTRACTOR by the VILLAGE, such information is or has been provided or made available solely for the convenience of CONTRACTOR and is not part of this Contract.

The VILLAGE assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site.

#### 1.6 TECHNICAL ABILITY TO PERFORM

CONTRACTOR represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### 1.7 FINANCIAL ABILITY TO PERFORM

CONTRACTOR represents and warrants that it is financially solvent, and CONTRACTOR has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### 1.8 TIME

CONTRACTOR represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

#### 1.9 VILLAGE'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE

A. Termination of Suspension for Convenience. The VILLAGE shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.9A above, the VILLAGE shall pay CONTRACTOR (1) such direct costs, excluding overhead, as CONTRACTOR shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as CONTRACTOR may have reasonably and necessarily

incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to the VILLAGE'S rights to withhold and deduct as provided in this Contract. Furthermore any payment by the VILLAGE made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the contract price set forth in the Bid Proposal unless such a payment is permitted by and granted under the terms and conditions set forth in Part 6.

## **PART 2 – GENERAL REQUIREMENTS**

### **2.1 ADMINISTRATION AND ADDITIONAL WORK**

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

### **2.2 WORK CREW SUPERVISION**

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must have an up-to-date Certified Arborist Certificate (issued by the International Society of Arboriculture), must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the FORESTRY CREW LEADER. Furthermore, all work shall be conducted under the direct on site supervision of this qualified supervisor and proof of his/her current Certified Arborist Certificate must be provided. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

### **2.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

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

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

Closure of a public street shall not be permitted unless prior arrangements have been made with the DIRECTOR or his authorized representative and other agencies having jurisdiction over the street to be closed. When necessary, barricading and detouring of traffic shall be accomplished in conformance with the State of Illinois Manual of Uniform Traffic Control Devices for

Highway Construction and Maintenance Operations, latest edition. A "Tree Trimming Ahead" sign(s) shall be placed at a location near the trimming operations to give advanced warning to all traffic.

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

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

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

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

#### 2.4 PROTECTION OF OVERHEAD UTILITIES

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

#### 2.5 LOCATIONS AND SCHEDULE OF WORK

The VILLAGE has designated specific areas for the purpose of scheduling tree trimming work pursuant to this contract. The VILLAGE reserves the right to designate which of the areas will be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is conditioned upon the total amount of funds budgeted for tree trimming as further described in Part 4 – Term of Contract.

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

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

## 2.6 CONCURRENT OPERATIONS

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

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

## 2.7 WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of 7:00 AM and 5:00 PM Monday through Friday and between 8:30 AM and 5:00 PM on Saturday. No work shall be permitted on Sunday unless authorized by the DIRECTOR. Work during other hours will be allowed only on an emergency basis and as authorized by the DIRECTOR or FORESTRY CREW LEADER.

## 2.8 CLEANUP AND DISPOSAL

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

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

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

## 2.9 LICENSES AND PERMITS

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

## 2.10 SUBCONTRACTS

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

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

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

### B. Removal of Subcontractors and Suppliers.

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

## 2.11 LEGAL RESPONSIBILITY

### A. NOTICE TO PROCEED

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

B. ACCIDENT NOTIFICATION

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

C. REPAIRS AND RESTORATION

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

2.12 RECORDKEEPING AND WORK REPORTS

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

2.13 MINIMUM CREW SIZES AND EQUIPMENT

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

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

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

2.14 EQUIPMENT STORAGE

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

## PART 3 – TREE TRIMMING REQUIREMENTS

### 3.1 TOOLS AND EQUIPMENT

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

### 3.2 SPECIFIC TRIMMING SPECIFICATIONS

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

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

**\*\*\*\*\*Ash Trees- Due to the presence of the Emerald Ash Borer within the Village and the goals set forth to reduce the ash population, all Ash species shall only be required to be trimmed to maintain the proper clearance specifications as outlined below in “Crown Raising” and “Crown Reduction”. Additionally remove any dead limb greater than 2” in diameter and any storm damaged limbs. Any questions about the extent of trimming to be conducted on ash trees shall be directed to the FORESTRY CREW LEADER.\*\*\*\*\***

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

### MAINTENANCE PRUNING

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

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

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

- A. Trim all trees so the natural form and shape of the tree is achieved so far as it is possible.
- B. Try to leave at least ½ of the tree’s foliage on branches that arise in the lower 2/3 of the tree, unless doing so prevents achievement of the clearance requirements described in “Crown Raising” below.

- C. Avoid heavy weight distribution on the ends. Thin laterals to a well-spaced even distribution along the limbs of the main branch. When thinning laterals from a limb, an effort should be made to have mechanical stress more evenly distributed along a branch and throughout the tree.
- D. Efforts shall be made to avoid "lion-tailing" which is caused by removing all or most of the inner foliage.
- E. Not more than 25% of the foliage on a mature tree should be removed within a growing season.
- F. Branches to be thinned shall be ½' and greater.

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

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

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

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

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

### 3.3 GIRDLING ROOTS

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

### 3.4 AERIAL LINE CLEARANCE

It shall be the responsibility of the CONTRACTOR to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities as set forth in section 2.4. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. Cutting back shall be done as directed by the FORESTRY CREW LEADER. All work shall be accomplished in accordance with the following requirements:

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

### 3.5 PRECAUTIONS

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

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

### 3.6 NOTICE OF DEFECTIVE TREES

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

### 3.7 EMERALD ASH BORER

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

### 3.8 SAFETY REQUIREMNTS

The CONTRACTOR will at all times conduct the tree trimming and related operations in a safe and responsible manner. The CONTRACTOR shall comply fully with the ANSI Z-133.1-2000 standards and take whatever other steps may be necessary to operate safely. In addition the CONTRACTOR shall be required to deploy orange traffic cones around their vehicles when located on a public street.

### 3.9 PUBLIC RELATIONS

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

### **PART 4 – TERM OF CONTRACT**

**The CONTRACTOR shall commence work within 10 working days of the NOTICE TO PROCEED and all work shall be completed by March 31, 2020.**

### **PART 5 – FINANCIAL ASSURANCES**

#### 5.1 BOND

(This space intentionally left blank)

#### 5.2 INSURANCE

Contemporaneous with CONTRACTOR'S execution of this Contract, CONTRACTOR shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the Bid Proposal. Such policies shall be in a form, and from companies, acceptable to the VILLAGE. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the VILLAGE. CONTRACTOR shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranties made pursuant to this Contract, maintain and keep in force, at CONTRACTOR'S expense, the minimum insurance coverage's and limits set forth.

### **VILLAGE OF VERNON HILLS INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation and Employer's Liability with limits not less than:
  - (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:  
\$1,000,000 injury-per occurrence  
Such insurance shall evidence that coverage applies in the State of Illinois.
  
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

- (1) Bodily Injury/Property Damage  
Combined Single Limit: \$1,000,000 per accident  
All employees shall be included as insured's.

C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:

- (1) Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000  
(2) Products and completed operations  
Each Occurrence: \$1,000,000  
General Aggregate: \$2,000,000

Coverage's shall include:

- Premises/Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

- D. Umbrella Policy. In addition to the coverages listed above, the successful contractor must furnish evidence of an excess or umbrella policy applicable to the Commercial General Liability and Motor Vehicle Coverage of a minimum amount of \$5,000,000. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies.
- F. A successful contractor must furnish an endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance

The CONTRACTOR shall not start any work under this Contract until they obtain all insurance required and such insurance has been approved by the VILLAGE. The CONTRACTOR shall not allow any SUBCONTRACTOR to commence work on their subcontract until the Subcontractor has obtained all insurance required and such insurance has been approved by the VILLAGE. Such insurance shall be maintained during the entire life of the Contract. The CONTRACTOR and SUBCONTRACTOR shall submit, on forms satisfactory to the VILLAGE, Certificates of Insurance showing the required coverage.

The Certificate of Insurance shall name as additional insured the VILLAGE OF VERNON HILLS. All costs associated with meeting these requirements shall be considered incidental to the Contract.

### 5.3 INDEMNIFICATION

CONTRACTOR shall indemnify, save harmless, and defend the VILLAGE and its officers, agents, employees, attorneys and elected officials. against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney's fees and administrative expenses, that may arise or be alleged to have arisen, out of or in connection with CONTRACTOR'S performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of CONTRACTOR, except to the extent caused by the sole negligence of the VILLAGE.

## **PART 6 – PAYMENT**

### 6.1 CONTRACT PRICE

The VILLAGE shall pay to CONTRACTOR, in accordance with and subject to the terms and conditions set forth in this Part 6 and the Bid Proposal (Attachment D), and CONTRACTOR shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in the Bid Proposal (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

### 6.2 TAXES AND BENEFITS

The VILLAGE is exempt from and shall not be responsible to pay, or reimburse CONTRACTOR for, any state or local sales, use, or excise taxes.

### 6.3 PROGRESS PAYMENTS

A. Payment in Installments. The Contract Price may be paid in installments in the manner set forth in this section ("Progress Payments").

B. Pay Requests. CONTRACTOR shall, as a condition precedent to its opportunity to receive a Progress Payment, submit to the VILLAGE a pay request in the form provided by the VILLAGE ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Each Pay Request shall include a CONTRACTOR'S certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to the VILLAGE'S obligation to pay all or any part of the Contract Price or any other consideration for the Work.

D. Payments. Pursuant to this section CONTRACTOR may request partial payment of the contract price at the completion of each designated tree trimming area if more than one area was awarded to the CONTRACTOR. If only one tree trimming area was awarded to CONTRACTOR then payment of the contract price for that area can be requested only when the area has been completed. Partial payment awarded under this section shall be in the amount bid on that specific area, if CONTRACTOR did so, or as a pro-rated share of the total contract price.

#### 6.4 LIENS

- A. Title. Nothing in this Contract shall be construed as vesting in CONTRACTOR any right of property in any materials, supplies, and other items provided under this Contract after they have been incorporated into the Work or the Work Site. All such materials, supplies, and other items shall, upon being so incorporated, become the property of the VILLAGE, but such title shall not release CONTRACTOR from its duty to insure and protect the Work in accordance with the requirements of this Contract.
- B. Waivers of Lien. CONTRACTOR shall, from time to time at the VILLAGE'S request and in any event prior to Final Payment, furnish to the VILLAGE such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of the VILLAGE, that no lien against the Work or the public funds held by the VILLAGE exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.
- D. Removal of Liens. CONTRACTOR shall not permit or allow any lien to be filed against any publicly owned property or equipment of the VILLAGE. If at any time any notice of any Lien is filed, then CONTRACTOR shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, the VILLAGE shall have the right to retain from any money payable hereunder an amount that the VILLAGE, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorney's fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

#### 6.5 DEDUCTIONS

- A. VILLAGE'S Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of the VILLAGE'S other rights or remedies, the VILLAGE shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate the VILLAGE for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which CONTRACTOR is liable under this Contract; (3) state or local sales, use, or excise taxes from which the VILLAGE is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of SUBCONTRACTORS, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of CONTRACTOR to complete the Work; (8) failure of CONTRACTOR to properly complete or document any Pay request; (9) any other failure of CONTRACTOR to perform any of its obligations under this Contract; or (10) the cost to the VILLAGE, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the VILLAGE'S remedies set forth in Section 7.3 of this Contract.
- B. Use of Withheld Funds. The VILLAGE shall be entitled to retain any and all amounts withheld pursuant to Subsection 6.5A above until CONTRACTOR shall have either performed the obligations in Question or furnished security for such performance satisfactory to the VILLAGE. The VILLAGE shall be entitled to apply any money withheld or any other money

due CONTRACTOR under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by the VILLAGE and chargeable to CONTRACTOR under this Contract.

## **PART 7 – DISPUTES AND REMEDIES**

### **7.1 DISPUTE RESOLUTION PROCEDURE**

A. Notice of Disputes and Objections. If CONTRACTOR disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of the VILLAGE, CONTRACTOR may notify the VILLAGE in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which CONTRACTOR claims it will be entitled as a result thereof; provided, however, that CONTRACTOR shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by the VILLAGE, without regard to such dispute or objection. Unless CONTRACTOR so notifies the VILLAGE within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, CONTRACTOR shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the VILLAGE and CONTRACTOR agree to engage in good faith negotiations. Within three business days after the VILLAGE'S receipt of CONTRACTOR'S written notice of dispute or objection, a conference between the VILLAGE and CONTRACTOR shall be held to resolve the dispute. Within three business days after the end of the conference, the VILLAGE shall render its final decision, in writing, to CONTRACTOR. If CONTRACTOR objects the final decision of the VILLAGE, then it shall, within three business days, give the VILLAGE notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless CONTRACTOR so notifies the VILLAGE, CONTRACTOR shall be conclusively deemed (1) to have agreed to and accepted the VILLAGE'S final decision and (2) to have waived all claims based on such final decision. No statement or admission by the VILLAGE made during any negotiation or attempt to resolve or settle such disputes may be used against the Village in any subsequent legal proceeding.

### **7.2 CONTRACTOR'S REMEDIES**

If the VILLAGE fails or refuses to satisfy a final demand made by CONTRACTOR pursuant to Section 7.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of CONTRACTOR, within ten days following receipt of such demand, then CONTRACTOR shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

### **7.3 VILLAGE'S REMEDIES**

If it should appear at any time prior to Final Payment that CONTRACTOR has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or CONTRACTOR'S rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in

this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after CONTRACTOR'S receipt of written notice of such Event of Default, then the VILLAGE shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The VILLAGE may require CONTRACTOR, within such reasonable time as may be fixed by the VILLAGE, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring CONTRACTOR and the Work into compliance with this Contract.
2. The VILLAGE may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from CONTRACTOR all the cost and expense, including attorneys' fees and administrative costs, incurred by the VILLAGE in connection therewith.
3. The VILLAGE may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. The VILLAGE may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. The VILLAGE may withhold from any Progress Payment or Final payment, whether or not previously approved, or may recover from CONTRACTOR, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default or as a result of actions taken by the VILLAGE in response to any Event of Default.

#### 7.4 TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE

Any termination or suspension of CONTRACTOR'S rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of the VILLAGE under Section 1.9 of the Contract.

### **PART 8 – LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### 8.1 BINDING EFFECT

This Contract shall be binding upon the VILLAGE and CONTRACTOR and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

## 8.2 RELATIONSHIP OF THE PARTIES

CONTRACTOR shall act as an independent CONTRACTOR in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint ventures between the VILLAGE and CONTRACTOR.

## 8.3 NO COLLUSION

CONTRACTOR hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the VILLAGE prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that CONTRACTOR has, in procuring this Contract, colluded with any other person, firm, or corporation, then CONTRACTOR shall be liable to the VILLAGE for all loss or damage that the VILLAGE may suffer thereby, and this Contract shall, at the VILLAGE'S option, be null and void.

## 8.4 ASSIGNMENT

CONTRACTOR shall not (1) assign this Contract in whole or in part, (2) assign any of CONTRACTOR'S rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of the VILLAGE, which approval may be withheld in the sole and unfettered discretion of the VILLAGE.

## 8.5 NOTICES

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following address:

Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061-1039  
Attention: David H. Brown  
Director of Public Works

And to: James V. Ferolo  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606

Notices and communications to CONTRACTOR shall be addressed to, and delivered at, the following address:

Sawwell Tree Service  
20922 Rte 176  
Mundelein IL 60060

## 8.6 GOVERNING LAWS

This Contract and the rights of the VILLAGE and CONTRACTOR under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

## 8.7 COMPLIANCE WITH LAWS AND GRANTS

CONTRACTOR shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State, Village of Vernon Hills ordinances, and other local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

CONTRACTOR shall also comply with all relevant United States, Illinois and Vernon Hills statutes and ordinances. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

## 8.8 TIME

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

## 8.9 AMENDMENTS

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the VILLAGE and CONTRACTOR.



## Approximate Tree Amounts Per Area

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

	<u>Approximate number of Trees</u> <u>Larger than 3" dia.</u>	
Deerpath		
	Area 1	189
	Area 2	117
	Area 3	181

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



# Village of Vernon Hills Proposed Tree Trimming Attachment C

 Village Border

## Area 1

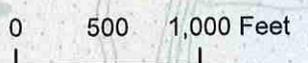
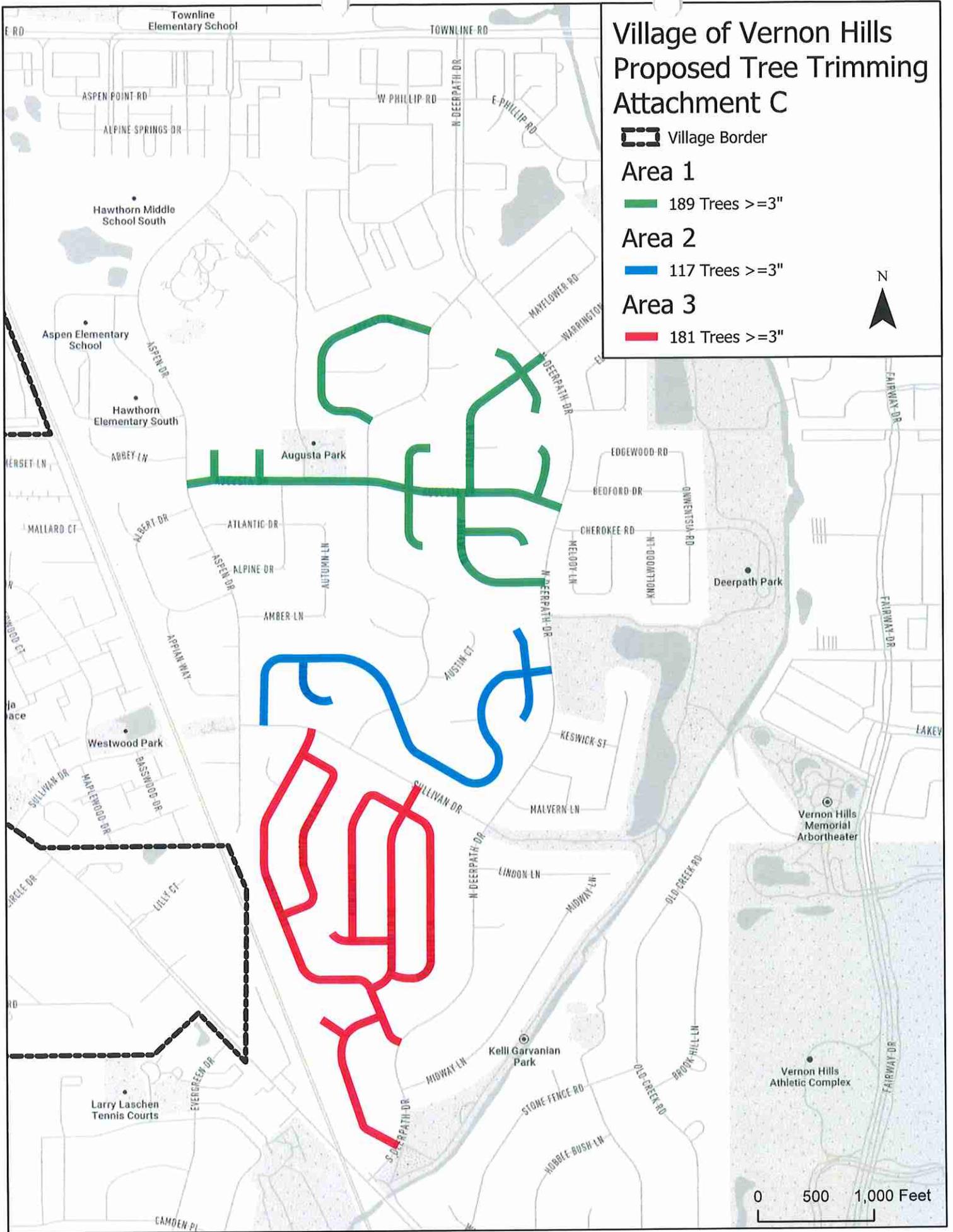
 189 Trees  $\geq 3"$

## Area 2

 117 Trees  $\geq 3"$

## Area 3

 181 Trees  $\geq 3"$



**BID PROPOSAL**

PARKWAY TREE TRIMMING 2019-2020  
 VILLAGE OF VERNON HILLS  
 PUBLIC WORKS DEPARTMENT

**IMPORTANT TREE TRIMMING BID DETAILS:**

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

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

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

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

<u>AREA NUMBER</u>	<u>BID FOR AREA</u>
1	\$ <u>12,285.-</u>
2	\$ <u>7605.-</u>
3	\$ <u>11,765.-</u>

**AND/OR  
 BID FOR ALL AREAS**

\$ 31,655.-

Chancellor  
 Signature

Sawwell Tree Service, Inc.  
 Company Name

11/29/19.  
 Date

**REFERENCES**

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

**Failure to complete will result in rejection of bid.**

1. Municipality Village of Mundelein Contact Person Craig Schau

Phone # 847-949-3200 Number of Years serviced 5

2. Municipality Village of Vernon Hills Contact Person Ken Loar

Phone # 847-680-2268 Number of Years serviced 5

3. Municipality Village of Libertyville Contact Person Dave

Phone # 847-918-2074 Number of Years serviced 5

4. Municipality \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone # \_\_\_\_\_ Number of Years serviced \_\_\_\_\_

**EQUIPMENT**

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

CHIP TRUCKS ✓

BRUSH CHIPPERS ✓

AERIAL TRUCKS ✓

OTHER SPECIALTY EQUIPMENT OWNED Crane

**CERTIFIED ARBORIST INFO**

Please list ISA Certified Arborists who will be involved with this project. **NOTE:** There must be at least one (1) ISA Certified Arborist supervisor/ foreman on site at all times during the duration of this contract.

Name Todd Hafke ISA Certified Arborist Number IL-9034-A

Name \_\_\_\_\_ ISA Certified Arborist Number \_\_\_\_\_

Name \_\_\_\_\_ ISA Certified Arborist Number \_\_\_\_\_

**BIDRIGGING**

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

SUBMITTED BY: Sawvell Tree Service, Inc.  
Christine Sawvell Pres. (Firm) 847-566-9372  
(Print Name) (Title) (Telephone)  
19738 Martin Dr Mundelein IL 60060  
(Address) (City) (State) (Zip)

Signature: C. Sawvell Date: 11/29/19

State of Illinois County of IL Lake

Signed or attested before me on this 29 day of NOVEMBER, 2019

MONIKA SAK  
(Name of Person)

[Signature]  
(Signature of Notary Public)

SEAL

