

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-128

AN ORDINANCE AWARDING THE 2021-2022 PARKWAY TREE TRIMMING BID TO
LUCAS LANDSCAPING & DESIGN FOR AN AMOUNT NOT TO EXCEED \$58,062.00

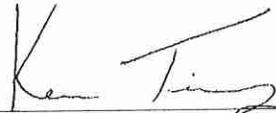
THE 2nd DAY OF NOVEMBER 2021

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
2nd day of November, 2021

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2021-128 AN ORDINANCE AWARDING THE 2021-2022 PARKWAY TREE TRIMMING BID TO LUCAS LANDSCAPING & DESIGN FOR AN AMOUNT NOT TO EXCEED \$58,062.00 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM NOVEMBER 2, 2021 TO NOVEMBER 12, 2021.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 2nd DAY OF NOVEMBER 2021



Notary Public



**VILLAGE OF VERNON HILLS
ORDINANCE 2021-128**

AN ORDINANCE AWARDING THE 2021-2022 PARKWAY TREE TRIMMING BID TO LUCAS LANDSCAPING & DESIGN FOR AN AMOUNT NOT TO EXCEED \$58,062.00

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, \$50,000 is delineated in Fiscal Year 2022 budget account (0102047-520600) for Contractual Parkway Tree Trimming; and

WHEREAS, the Village received two (2) sealed bids on October 26, 2021 for Parkway Tree Trimming 2021-2022; at which time they were publicly opened; and

WHEREAS, the lowest qualifying bid of \$73,302 was received by Lucas Landscaping & Design; and

Lucas Landscaping and Design- \$73,302
Winkler Services- \$106,705

WHEREAS, to keep expenditures within budget, staff will be eliminating location area 3 from the contract and will have the contractor perform tree trimming within areas 1 & 2 only. These areas include approximately 1,103 trees within the Hawthorn Club & Grosse Pointe Subdivisions for cost not to exceed \$58,062.00; and

WHEREAS, the additional \$8,062 to complete areas 1 and 2 is available within the same budget account (0102047-520600); and

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

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

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents with Lucas Landscaping & Design for the Parkway Tree Trimming 2021-2022 contract for an amount not to exceed \$58,062.00.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Lucas Landscaping & Design for an amount not to exceed \$58,062.00 within the Fiscal Year 2021 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 2021-128.

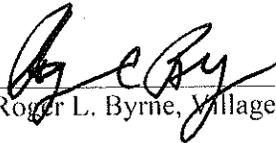
Dated the 2nd of November, 2021

Adopted by roll call votes as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Koch, Schenk, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka



Roger L. Byrne, Village President

PASSED: 11/02/2021

APPROVED: 11/02/2021

ATTEST: 11/02/2021



Kevin Timony, Village Clerk



Exhibit A

“Village of Vernon Hills 2021 Tree Trimming Attachment C Map”

Village of Vernon Hills 2021 Tree Trimming Attachment C

Area 1

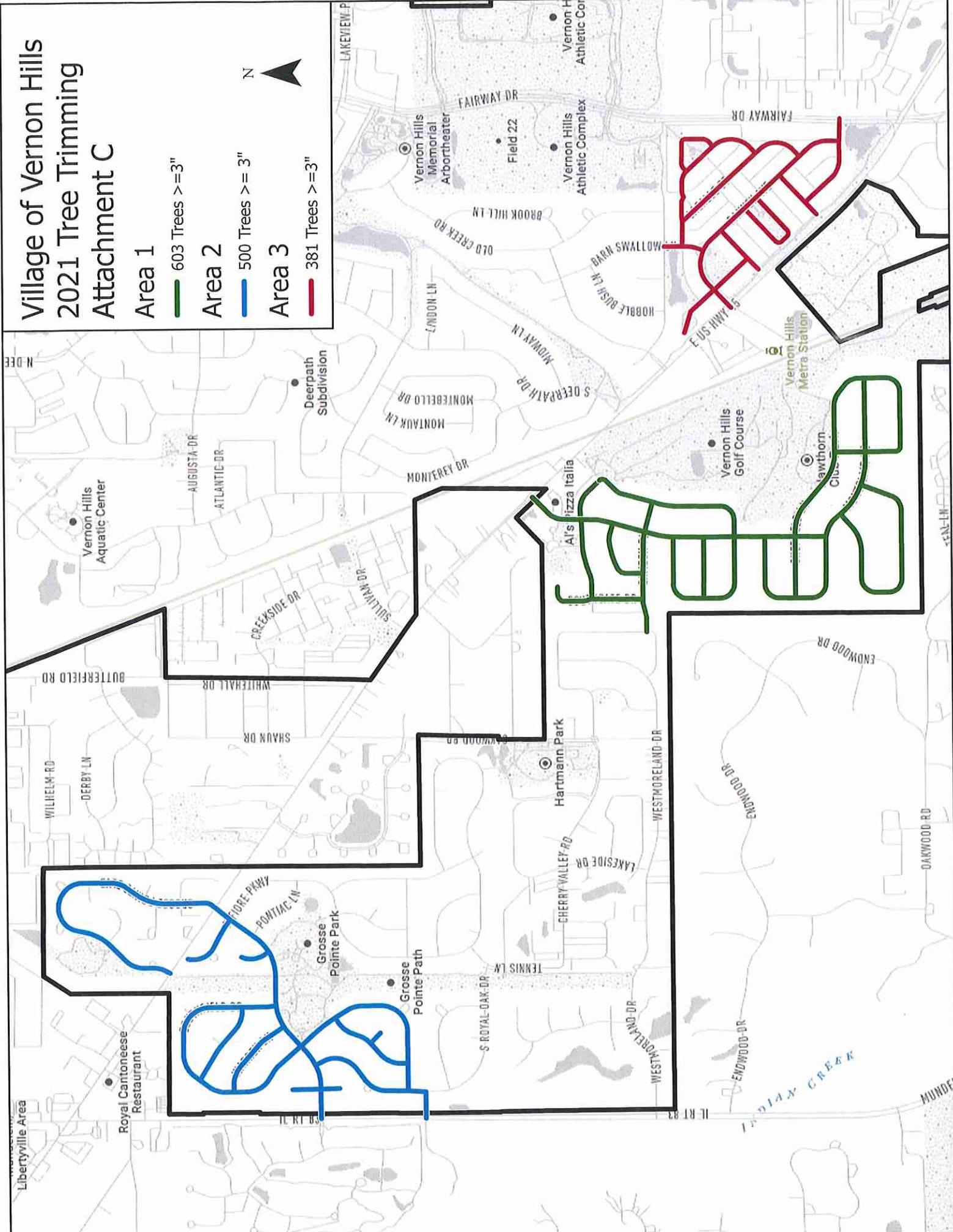
603 Trees >= 3"

Area 2

500 Trees >= 3"

Area 3

381 Trees >= 3"



**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
LUCAS LANDSCAPING & DESIGN**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Owner"), and Lucas Landscaping & Design ("Contractor"), make this Contract as of the 2nd day of November, 2021, and hereby agree as follows:

**ARTICLE I
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the "Work". To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall 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 other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 **Commencement and Completion Dates.** This contract shall commence upon the execution of both the Village's (Owner) and Contractor's signatures and the receipt of the Contractor's Certificate of Insurance meeting all of the requirements set forth in Exhibit A. Work shall be completed in full by March 31, 2022 ("Contract Time").

1.3 **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.

1.4 **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.

1.5 **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.

1.6 **Safety at the Work Site.** 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 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 conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner 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 others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. 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 Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner 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, Owner 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. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner 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 Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

**ARTICLE II
CHANGES AND DELAYS**

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. No oral modification, amendment, or change shall be allowed to this contract. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

**ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

3.1 **Inspection: Correction of Defects.**

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner's Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 **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 attached **Exhibit A.**

ARTICLE V PAYMENT

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 **Payments.**

A. **Payment** Invoices shall be submitted to the Village (Owner) by the Contractor and shall be paid within 30-45 days upon receipt of the invoice by the Village (Owner) to the Contractor; unless the Village (Owner) finds that the work has not been completed in full.

B. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request.

5.4 **Deductions.**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner 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 payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner 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 exercise taxes from which Owner 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 Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner 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 Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 **Dispute Resolution Procedure**

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner 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 Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, 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, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the

final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) 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.

6.3 **Owner'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 (5) business days after Contractor's receipt of written notice Event of Default, then Owner 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. Owner may require Contractor, within such reasonable time as may be fixed by Owner, 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 and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner 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 Owner in connection therewith.
3. Owner 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. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner 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 Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **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 Owner under Section 1.9 of the Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner 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.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while 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 venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner 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 Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **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 Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **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 or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner 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

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

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

Lucas Landscaping and Design
21457 Milwaukee Ave.
Deerfield, IL 60015

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

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

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **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.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or

associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. 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 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 public records as requested by the Village. Furthermore, should Contractor request that the 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

attorney 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 incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms 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 United States 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 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 contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, 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 representations and warranties in this subsection.

7.9 **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.

7.10 **Severability.** The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.11 **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 Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

OWNER:

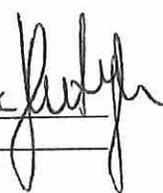
Attest/Witness

By: 
Title: Executive Secretary

VILLAGE OF VERNON HILLS

By: 
Title: Village Manager

Attest/Witness:

By: ANNA HARTMAN 
Title: SECRETARY

CONTRACTOR:


By: LUCAS THOMAS
Title: PRESIDENT

**EXHIBIT A
INSURANCE REQUIREMENTS**

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

- a. The Village, its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional Insureds with regard to liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance with regard to the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor's policy or policies

of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements.

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

Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

All Coverages

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

Acceptability of Insurers

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

Certificates of Insurance

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

STATE OF ILLINOIS)
)
COUNTY OF) SS

CONTRACTOR'S CERTIFICATION

_____ being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

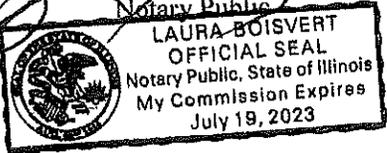
Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 13TH day of DECEMBER, 2021.

Attest/Witness
By: [Signature]
Title: Secretary

By: [Signature]
Title: President

Subscribed and Sworn to before me this day 15th of December, 2021.

[Signature]
Notary Public


(SEAL)

Coordination of Contractors

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

Certification of Coordination of Contractors

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



Authorized Signature

LUCAS THOMAS

Printed Name

PRESIDENT

Title

LUCAS LANDSCAPING AND DESIGN

Company

12/13/2021

Date

Certification of Substance Abuse Prevention Program

This certifies that LUCAS LANDSCAPING AND DESIGN (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.



Authorized Signature

LUCAS THOMAS

Printed Name

PRESIDENT

Title

LUCAS LANDSCAPING AND DESIGN

Company

12/13/2021

Date

ATTACHMENT A

DESCRIPTION OF WORK, BID SPECIFICATIONS AND PROPOSAL

(see attached)

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

GENERAL OBJECTIVE

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

SCOPE OF SERVICES

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

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

PART 1 – GENERAL REQUIREMENTS

ADMINISTRATION AND ADDITIONAL WORK

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

WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must have an up-to-date Certified Arborist

Certificate (issued by the International Society of Arboriculture), must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the FORESTRY CREW LEADER. 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.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

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

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

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

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

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

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

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

PROTECTION OF OVERHEAD UTILITIES

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

LOCATIONS AND SCHEDULE OF WORK

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

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

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

CONCURRENT OPERATIONS

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

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

WORKING HOURS

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

CLEANUP AND DISPOSAL

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

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

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

LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE will waive the cost of all required licenses and fees with the exception of those fees associated with securing a business license to conduct business within the VILLAGE. It is possible that tree trimming will occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation and the Lake County Department of Transportation. It shall be the responsibility of the CONTRACTOR to obtain all necessary permits, lane closure permits, and other needed authorization to conduct tree

trimming operations on these rights-of-way. The CONTRACTOR will not be included under the general maintenance permits issued to the VILLAGE. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

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

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

B. Removal of Subcontractors and Suppliers.

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

LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

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

B. ACCIDENT NOTIFICATION

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the

DIRECTOR or his authorized representative and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the VILLAGE with copies of all reports of such accidents at the same time the reports are forwarded to any other interested parties.

C. **REPAIRS AND RESTORATION**

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

RECORDKEEPING AND WORK REPORTS

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

MINIMUM CREW SIZES AND EQUIPMENT

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

Work crews may be split to work on different streets or in different areas but a minimum of one English speaking supervisor 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.

EQUIPMENT STORAGE

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

PART 2 – TREE TRIMMING REQUIREMENTS

TOOLS AND EQUIPMENT

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

SPECIFIC TRIMMING SPECIFICATIONS

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

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

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

MAINTENANCE PRUNING

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

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

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

- A. Trim all trees so the natural form and shape of the tree is achieved so far as it is possible.

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

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

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

Crown Reduction reduces the height or spread of a tree.

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

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

GIRDLING ROOTS

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

AERIAL LINE CLEARANCE

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

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

PRECAUTIONS

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

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

NOTICE OF DEFECTIVE TREES

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

EMERALD ASH BORER

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

SAFETY REQUIREMENTS

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

PUBLIC RELATIONS

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

PART 3 – TERM OF CONTRACT

The CONTRACTOR shall notify the FORESTRY CREW LEADER of the scheduled start date within 10 days of the NOTICE TO PROCEED and all work shall be completed by March 31, 2022.

BID PROPOSAL

PARKWAY TREE TRIMMING 2021-2022
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>32,562.00</u>
2	\$ <u>25,500.00</u>
3	\$ <u>15,240.00</u>
<i>AND/OR</i> BID FOR ALL AREAS	\$ <u>73,302.00</u>

Lucas Thomas

Name (Printed)


Signature

Lucas Landscaping and Design

Company Name
service@lucaslandscapedesign.com

Email

10/12/2021

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 Wilmette Contact Person Kevin Sorby
Phone # 847-853-7600 Number of Years serviced 4

2. Municipality Village of Glenview Contact Person Steve Zaroni
Phone # 847-376-0148 Number of Years serviced 4

3. Municipality Glenview Park District Contact Person Ken Wexler
Phone # 847-293-2495 Number of Years serviced 6

4. Municipality Elk Grove Village Contact Person Bill Bolich
Phone # 224-277-0332 Number of Years serviced 2

EQUIPMENT

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

CHIP TRUCKS _____

BRUSH CHIPPERS _____

PLEASE SEE ATTACHED VEHICLE/EQUIPMENT LOG

AERIAL TRUCKS _____

OTHER SPECIALTY EQUIPMENT OWNED _____

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 Lucas Thomas ISA Certified Arborist Number IL-5424A

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 **Lucas Landscaping and Design** 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: **Lucas Landscaping and Design**

Lucas Thomas	President	847-767-6080
(Print Name)	(Title)	(Telephone)
21457 Milwaukee Ave.	Deerfield	IL 60015
(Address)	(City)	(State) (Zip)

Signature: _____ Date: **10/12/2021**

State of **Illinois** County of **Lake**

Signed or attested before me on this **12th** day of **October**, 20**21**

(Name of Person)

(Signature of Notary Public)



ATTACHMENT B

DESCRIPTION OF WORK SITE

Tree Trimming Street Locations

<u>Area 1</u>	<u>Hawthorn Club</u>	<u>Green Area</u>
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- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Evergreen Drive• Camden Place• Danbury Drive• Southgate Drive• Tally Ho Drive• Chesterfield Lane• Sutcliffe Circle | <ul style="list-style-type: none">• Richmond Place• Haddon Circle• Sheffield Lane• Sussex Circle• Nardis Drive• Montclair Road• Noble Circle | |
|--|--|--|

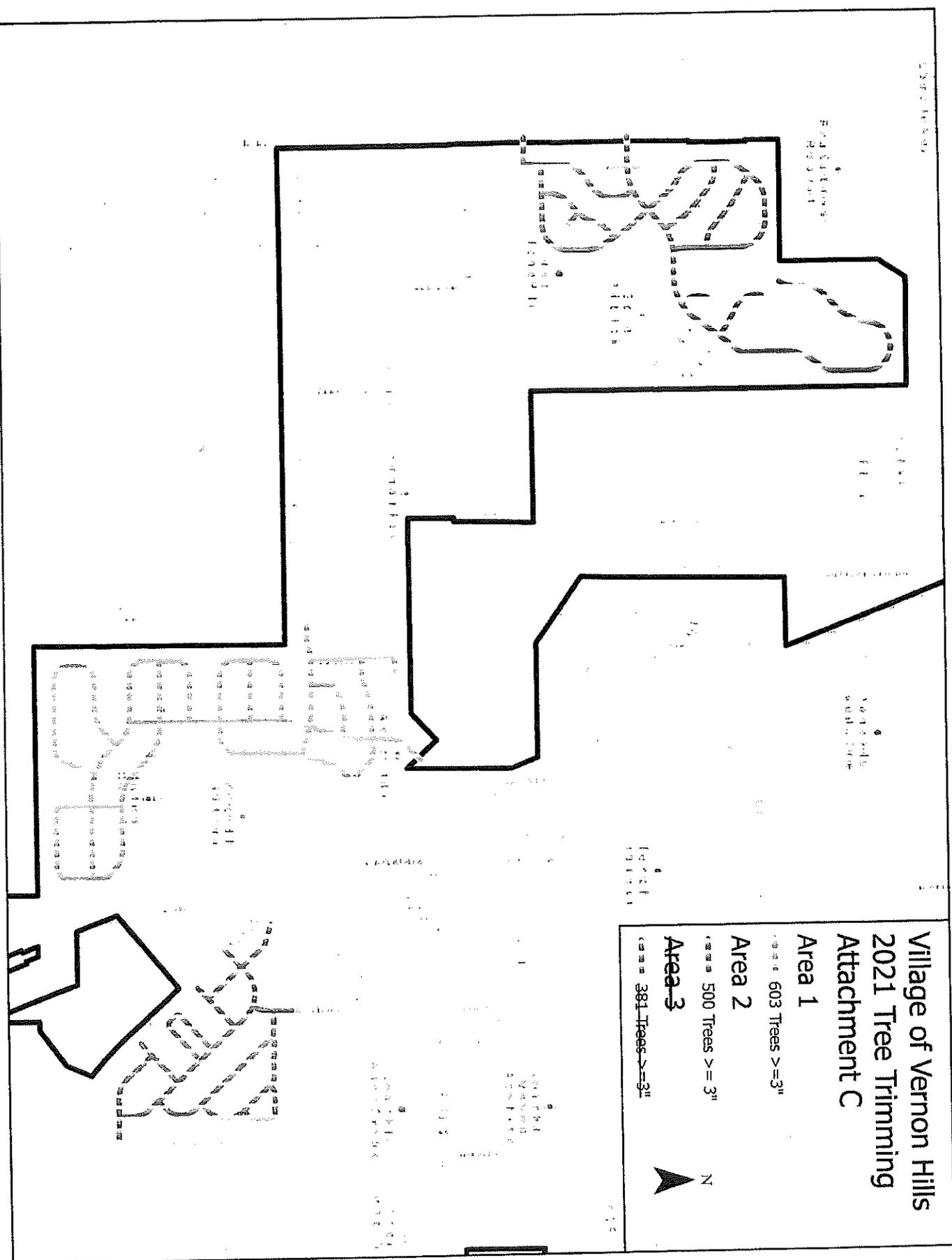
<u>Area 2</u>	<u>Grosse Pointe</u>	<u>Blue Area</u>
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- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Grosse Pointe Circle• Grosse Pointe Blvd.• Southfield Dr.• Warren Lane• Dearborn Lane• Jansen Lane• Fiore Pkwy. West of Grosse Pointe• Hunter Court• Napier Court• Monteith Court• Conachie Court• Royal Oak Drive from Grosse Pointe Blvd to Northfield Dr.• Northfield Drive | | |
|--|--|--|

<u>Area 3</u>	<u>Centennial Crossing</u>	<u>Red Area</u>
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- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Ranney Avenue• Depot Street• Superior Street• Central Park Place• Ontario Street• Huron Street• Lasalle Street• Marseilles Street• Donnelley Place• South Barn Swallow Lane | | |
|--|--|--|

ROAD CENTER
ROAD RIGHT



Village of Vernon Hills 2021 Tree Trimming Attachment C

Area 1

Area 2

Area-3

603 Trees $\geq 3"$

500 Trees $\geq 3"$

381 Trees $\geq 3"$

