



Western Surety Company

PERFORMANCE BOND

Bond Number: 71657573

KNOW ALL PERSONS BY THESE PRESENTS, That we Arthur Weiler, Inc.
 _____ of
12247 W. Russell Rd., Zion, IL 60099, hereinafter
 referred to as the Principal, and Western Surety Company
 _____,
 as Surety, are held and firmly bound unto Village of Grayslake
 of 10 S. Seymour, Grayslake, IL 60030, hereinafter
 referred to as the Oblige, in the sum of Six Thousand Three Hundred Four and 00/100
 Dollars (\$ 6,304.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the _____ day of _____,
 _____, for 2015 Tree Removal and Replacement Program

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
 the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
 and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction
 in the location in which the work or part of the work is located and shall be instituted within two years after
 Contractor Default or within two years after the Contractor ceased working or within two years after the Surety
 refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this
 Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
 jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
 Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 15th day of April, 2015.

Arthur Weiler, Inc.

 (Principal)
 By Glenn Kule President (Seal)

Western Surety Company

 (Surety)
 By Peggy S Striegel
 PEGGY S STRIEGEL Attorney-in-Fact



Western Surety Company

PAYMENT BOND

Bond Number: 71657573

KNOW ALL PERSONS BY THESE PRESENTS, That we Arthur Weiler, Inc.
 _____ of
12247 W. Russell Rd., Zion, IL 60099, hereinafter
 referred to as the Principal, and _____ Western Surety Company
 _____,
 as Surety, are held and firmly bound unto Village of Grayslake
 of 10 S. Seymour, Grayslake, IL 60030, hereinafter
 referred to as the Oblige, in the sum of Six Thousand Three Hundred Four and 00/100
 Dollars (\$ 6,304.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated _____ day of _____,
 _____, for 2015 Tree Removal and Replacement Program

_____ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

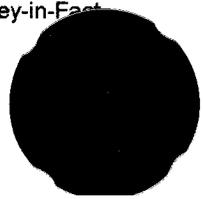
SIGNED, SEALED AND DATED this 15th day of April, 2015.

Arthur Weiler, Inc.

 (Principal)
 By [Signature] President _____ (Seal)

 Western Surety Company

 (Surety)
 By [Signature] _____ (Seal)
 PEGGY S STRIEGEL Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71657573

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint PEGGY S STRIEGEL

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Arthur Weiler, Inc.

Obligee: Village of Grayslake

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 31, 2016, but until such time shall be irrevocable and in full force and effect.

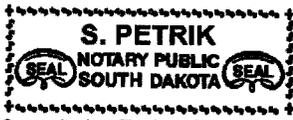
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of April, 2015.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of April, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of April, 2015.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President



April 10, 2015

Arthur Weiler, Inc.
12247 W. Russell Road
Zion, IL 60099

Re: 2015 Tree Removal & Replacement Program

The Village of Grayslake has awarded the contract for **2015 Tree Removal & Replacement Program** to your firm in the amount of **8,979.00** for the Village of Grayslake's portion of the contract.

Please sign and return the enclosed contract documents along with your contract bond and certificate of insurance listing the Village of Grayslake as an additional insured with all endorsements.

If you have any questions, please feel free to contact me at (847) 223-8515.

Sincerely,

VILLAGE OF GRAYSLAKE

Brett Krysko
Administrative Services & Contracting Manager

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett ~ Amy Edwards ~ Shawn M. Vogel ~ Ronald L. Jarvis ~ Kevin D. Waldenstrom ~ Elizabeth Davies
Village Clerk: Cynthia E. Lee

Ten South Seymour Avenue ~ Grayslake, Illinois 60030 ~ (847) 223-8515 ~ Fax: (847) 223-4821 ~ www.villageofgrayslake.com



VILLAGE OF GRAYSLAKE

CONTRACT

2015 TREE REMOVAL AND REPLACEMENT PROGRAM

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Arthur Weiler, Inc. ("Bidder")
 Principal Office Address 12247 W. Russell Road Zion IL 60099
 Local Office Address 12247 W. Russell Road Zion IL 60099
 Contact Person Glenn or Arthur Weiler Telephone Number 847-746-2393

TO: Village of Grayslake ("Owner" or "Village")
 10 South Seymour Avenue
 Grayslake, Illinois 60030

Attention: Michael J. Ellis
 Village Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Project Specifications

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. **General Standard.** All Work shall be provided, performed, and completed 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 with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
- 2. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials,

supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

- 3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. **Taxes.** Pay all applicable federal, state, and local taxes;
- 6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
- 7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic payment shall be subject to a 10% hold-back ("Retainage") that the Village may utilize to cure any deficiency in Bidder's performance under the

terms of the Contract/Proposal. After final acceptance of the Work by the Village, the Village's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

4. Financial Assurance

- A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.
- B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal 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. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty

(30) days after Bidder receives such notice from the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. 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. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the

the government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of

either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder 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.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price

The Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("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 decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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 provisions of this Contract/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder of full payment for the Work shall operate

as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel, to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or

interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 21st day of April, 2015.

Bidder's Status: (X) IL Corporation () Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: Arthur Weiler, INC

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: [Signature]
 Printed Name: Glenn Weiler

(corporate seal) (if corporation) Title/Position: President

Bidder's Business Address: 12247 W. Russell Road
Zion, IL 60099

Bidder's Business Telephone: 847-746-2393 Facsimile: 847-746-2390

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Glenn Weiler	President	4444 W. Cherry Tree Ct. Wadsworth IL 60083
Arthur D. Weiler	Vice-President	4444 W. Cherry Tree Ct. Wadsworth IL 60083
Dr. Phaedra Weiler	Corporate Secretary	4444 W. Cherry Tree Ct. Wadsworth, IL 60083

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 28th day of April, 2015.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

CBK
By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



**2015 Tree Removal & Replacement Program
ATTACHMENT A**

SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedent in the event of a conflict.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for providing tree removal and replacement services as listed in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work on or around April 1, 2015, through December 31, 2015.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of providing Tree Removal & Replacement services as listed herein for the Village of Grayslake and Village of Lindenhurst. In summary, the Villages will remove trees and stumps, purchase new trees and plant these trees through the selected Contractor in 2015. The Village is removing and replacing diseased and dead trees.

IV. SCOPE OF WORK

The Work to be completed under these specifications includes the furnishing of all supervision, labor, materials, tools, equipment, and machinery necessary to complete the contract in accordance with these specifications. Cleanup and removal of all material resulting from such work shall be included in the prices quoted. Contractor shall exercise all necessary caution to insure the safety and protection of vehicular and pedestrian traffic, as well as all public and private property.

In no case will the blocking or closing of a public street be permitted without first obtaining approval from the Public Works Department. The Contractor shall take the necessary measures to adequately cover and protect all public and private property, in and around the area of the work to be done.

All debris resulting from tree maintenance activities and other similarly related forestry operations shall be cleaned up at the end of each shift or assignment each evening before the crew leaves the Village. This cleanup operation includes the removal of any and all

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

waste product from all pervious and impervious surfaces, generated or deposited as a result of any and all tree maintenance activities including, but not limited to, the hauling away of all brush trimmings, tree branches, logs, saw dust, equipment, and signs from all public and private property in and around the area of the work. The work area shall be left in as good or better condition than before the work commenced.

All material resulting from any tree maintenance operation shall be properly disposed of and hauled away by the Contractor outside the corporate limits of the Village. The Contractor shall provide their disposal site for the brush and debris generated from any and all work associated with this contract.

No person working in trees shall use shoes or spikes or climbing irons or any other footwear or other devices which will injure the trees while work is being performed. The Contractor shall follow and adhere to any and all Standard Practices and Safety Requirements as set forth in the latest edition of the ANSI A 300 and Z133.1 Standards.

No vehicles of any kind shall be placed, parked or operated upon or over any unpaved area or private property at any time except as authorized by the Public Works Department.

V. DAMAGE TO PROPERTY

As a result of any associated work, any damage to existing facilities or property, either public or private, shall be the responsibility of the Contractor. All parkways, roadways, driveways, lawns, sidewalks, and all other items or areas, public or private, which are damaged as a result of tree maintenance activities, shall be restored and paid for by the Contractor, to the satisfaction of the Public Works Department.

The Contractor shall furnish an Incident Report, in duplicate, which shall be used to notify the Village of any damage resulting from tree maintenance activities. In the event the Contractor damages any private property, the Lead Person shall complete an Incident Report. A copy shall be delivered to the Public Works Department within 24 hours of the incident. The Contractor shall notify the Public Works Department immediately at the time of the incident.

In the event the Contractor damages any public property, the Contractor shall notify the Public Works Department immediately at the time of the incident. In either case, the Contractor shall take the necessary action to correct and/or repair any and all damage; it shall be the sole responsibility of the Contractor to complete any and all repairs to the satisfaction of the Village as determined by the Public Works Department.

Should the Contractor fail to take the necessary action to correct and/or repair damage caused by the Contractor within a reasonable period of time as determined by the Public Works Department, the Village may, at its own discretion, complete said repairs or

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

corrections and the Contractor shall be held liable for all associated repair costs including any and all Village staff time associated with completion of this repair or correction.

VI. SUPERVISION AND SCHEDULING OF WORK

The Contractor shall consult with the Public Works Department concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Public Works Department. The Contractor shall give personal attention to the work, and shall at all times have a competent foreman, superintendent, or other representative on the work site who is fluent in the use and understanding of the English language, and who shall have full authority to act for the Contractor and to receive and execute orders from the Public Works Department. Each crew shall have one designated Lead Person responsible for directing crew and following all terms and conditions of this Contract as detailed within.

From time to time, the Village shall consult with the Contractor and this time shall be considered incidental to the Contract and no fees shall be charged for this work.

VII. TREE REMOVAL AND STUMP REMOVAL (REMOVAL OF DEAD, DYING, DISEASED, INTERFERING, OBJECTIONABLE, AND WEAK TREES AND STUMPS)

The Village shall notify the Contractor via Phone, Fax and/or E-mail of all tree and stump removal work. This notification will include: address, size, required action, and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree removal process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

Trees in their entirety shall not be felled by the Contractor. Trunks and branches shall be removed in sections so they may be lowered safely to the ground.

The Contractor shall exercise due care at all times in removing limbs and trunks to minimize damage to public or private property where necessary. The removal of all trees is the responsibility of the Contractor, the disposal of which will be accomplished at their own expense and completed according to all laws and specifications as set forth in this Contract.

Trees determined by the Public Works Department to be removed, shall be removed within eight (8) days of notification to the Contractor. Failure to remove said trees within the eight (8) day time frame will automatically create a breach of Contract and can be, if the Public Works Department chooses, grounds for termination of the Contract. Damages due the Village of \$150/day may be assessed for each day the tree remains within the Village, beyond the eight (8) day notification.

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

The Contractor shall remove the stump within ten (10) days after removal of the tree. The Contractor shall grind and remove all exposed portions of the stump and roots to a depth of not less than twelve inches (12") below the existing ground level. All stump grinding shall be removed from the parkway and disposed of properly by the Contractor. The hole resulting from the stumping operation shall be filled with weed free pulverized black dirt to an elevation slightly above the surrounding area. Grass seed shall be planted. Failure to remove said stump within the ten (10) day time frame will automatically create a breach of Contract and can be, if the Public Works Department chooses, grounds for termination of the Contract. Damages due the Village of \$150/day may be assessed for each day the stump remains within the Village, beyond the ten (10) day notification.

VIII. TREE PURCHASES AND PLANTING

The Contractor shall deliver new trees to the Village's Public Works facility or to the actual planting site in each Village as determined by the Village. Trees will be planted in the public right-of-way next to the area where the tree was removed. The contractor shall provide a one-year warranty for these trees.

The Village shall notify the Contractor via phone, fax and/or email of all tree planting work. This notification will include: address, selected tree, required action and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree planting process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

ANSI 300 "Standards on Tree Planting" should be used as a guideline for all tree planting work, restoration, depth and size of planting hole, and post-planting mulch application. The Village will approve each tree planting and reserves the right to request that the Contractor make modifications if a tree is found to be planted in an unsatisfactory manner. Trees should be installed upright and straight. The Village reserves the right to request the Contractor to straighten a tree by using stakes or other methods.

The Contractor shall exercise due care at all times when planting trees to minimize damage to public or private property where necessary. The planting of all trees is the responsibility of the Contractor, and completed according to all laws and specifications as set forth in this Contract.

Trees determined by the Public Works Department to be planted, shall be planted within thirty (30) days of notification to the Contractor. Failure to plant said trees within the thirty (30) day time frame may automatically create a breach of Contract and can be, if the Public Works Department grounds for termination of the Contract.

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

The Village may provide the Contractor with water bags. The Contractor shall install the bags to the trees upon planting and installation of said trees. The Contractor shall fill the bag once with water upon attaching the bag to the tree. Additionally, on or around November 15, 2015, the trees that were planted shall be wrapped with a material approved by the Village that will protect the trees from the winter conditions.

Damages due the Village of \$150/day may be assessed for each day trees are not planted within the Village, beyond the thirty (30) day notification.

IX. STRUCTURES ENCOUNTERED

The Contractor shall be entirely responsible and liable for all damages to any utility, structure, or area, including natural gas, electricity, telephone, water, sanitary and storm lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts and other structures of any kind, on public and private property, which was damaged as a result of work performed by the Contractor. It is the sole responsibility of the Contractor to contact J.U.L.I.E. to identify any and all buried utilities for the purpose of completing activities include, but not limited to, stump grinding, restoration, root pruning.

X. NOTICE OF WORK

Whenever the Contractor anticipates starting work, the Contractor shall at least 24-hours previous to starting work, notify the Public Works Department of their intentions to do so.

XI. PROTECTION OF WORK

The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and property against injury. The Village reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due to the Contractor. The Public Works Department shall determine whether or not an emergency exists and the decision shall be considered final.

In addition, all employees shall wear approved reflective gear when working within any public Rights-of-Way. If working on IDOT's right-of-way, Contractor must follow Standard Specifications for Road and Bridge Construction, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

Highways. All employees shall wear required protective equipment as prescribed in the latest version of the ANSI Standard Z.133.1.

XII. CHANGE OF PLANS

If the Village deems it proper or necessary in the execution of work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the contract or agreement hereby entered into, nor release the labor and materials to complete the contract as altered. The value of work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Village and the Contractor. Please note that this is an estimate number of trees and the Village reserves the right to upwardly or downwardly adjust the number of trees in the tree program during the term of the contract.

XIII. TREE SPECIFICATIONS

Nursery stock must be a minimum of 2" in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. It is preferable that the nursery is an Illinois Department of Agriculture Certified Nursery. The following tree species are not allowed: ash, pine and willow. Additionally, the Village does not want to plant trees that may drop any needles, nuts, fruit or other items that may clog storm drains. Any variation in the caliper of the tree species must be approved by the Village.

XX. PAYMENT

Payment will be made upon satisfactory completion of the Work as determined by the Public Works Department. Invoicing for tree removal shall be allowed only after entire tree and stump is removed and properly disposed of in accordance with this Contract. Invoicing for tree planting shall only be allowed after the tree is planted with mulch. The Villages process all payments in accordance with the Illinois Prompt Payment Act.

For the purpose of unit price calculations trees shall be classified as follows:

Class A	Under 5.9"
Class B	6" – 12.9"
Class C	13" – 20.9"
Class D	21" – 30.9"
Class E	31" & Over

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

D.B.H. (diameter at breast height) of trees shall be measured at a height of 4 1/2 feet above the average ground level surrounding the tree. Except in the case of a multi-stemmed tree, the convolution of which is 4 1/2 feet (four and one-half) or less above the ground, in this case the measurement will be taken one foot (1') below the convolution.

NOTE: All invoices shall be accompanied by a detailed description of work performed. Detail shall include, but not be limited to, date of service, type of service, addresses of service, DBH, species, cost and comments, and shall be approved by the Public Works Department.

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

*****QUANTITIES ARE ESTIMATES ONLY*****

The tables below represent estimated quantities provided by each Owner, both the Village of Grayslake and the Village of Lindenhurst. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

SECTION 1: TREE REMOVAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS – A TREE UNDER 5.9”	TREE	7	\$ 140	\$ 980
CLASS – B TREE BETWEEN 6” – 12.9”	TREE	46	\$ 140	\$ 6,440
CLASS – C TREE BETWEEN 13”- 20.9”	TREE	18	\$ 175	\$ 3,150
CLASS – D TREE BETWEEN 21” – 30.9”	TREE	6	\$ 210	\$ 1,260
CLASS – E TREE 31” AND OVER	TREE	2	\$ 270	\$ 540
TOTAL				\$ 12,370

The Unit Price for TREE REMOVAL shall be per TREE and include all work described in Section VII. TREE REMOVAL (removal of dead, dying diseased, interfering, objectionable and weak trees) of the Special Provisions (Attachment A)

SECTION 2: STUMP REMOVAL

**Tree Removal will be sub-contracted to - Becker's Landscaping Services, LLC. - Jason Becker - Owner - Veteran

PROPOSAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS – A TREE UNDER 5.9”	TREE	6	\$ 49	\$ 294
CLASS – B TREE BETWEEN 6” – 12.9”	TREE	45	\$ 49	\$ 2,205
CLASS – C TREE BETWEEN 13”- 20.9”	TREE	17	\$ 49	\$ 833
CLASS – D TREE BETWEEN 21” – 30.9”	TREE	5	\$ 55	\$ 275
CLASS – E TREE 31” AND OVER	TREE	1	\$ 55	\$ 55
TOTAL				\$ 3,662

The Unit Price for STUMP REMOVAL shall be per TREE and include all work described in Section VII. STUMP REMOVAL (removal of dead, dying diseased, interfering, objectionable and weak stumps) of the Special Provisions (Attachment A)

SECTION 3: TREE PURCHASES

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
TREE – CALIPER OF 2”	TREE	66	\$ 160	\$ 10,560
TOTAL				\$ 10,560

The Unit Price for TREE PURCHASES shall be per TREE and include all work described in Section VIII. TREE PURCHASES of the Special Provisions (Attachment A)

PROPOSAL

SECTION 4: TREE PLANTING WITH MULCH

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
COST TO PLANT ALL TREES LISTED IN SECTION 3	TREE	66	\$ 125	\$ 8,250
TOTAL				\$ 8,250

The Unit Price for TREE PLANTING shall be per TREE and include all work described in Section VIII. TREE PLANTING of the Special Provisions (Attachment A)

PROPOSAL

CONTRACT WILL BE AWARDED BASED ON THE FOLLOWING FORMULA.
(Actual quantities will vary – formula simply used for determining low bidder)

1	SUM OF ALL VALUES FOR TREE REMOVAL	\$ 12,370
2	SUM OF ALL VALUES STUMP REMOVAL	\$ 3,662
3	SUM OF ALL VALUES TREE PURCHASES	\$ 10,560
4	SUM OF ALL VALUES TREE PLANTING	\$ 8,250
SUM VALUES IN NUMBERS 1, 2, 3 & 4		\$ 34,842

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

**ATTACHMENT C
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Tree removal and replacement.
- II. Work Site: Village of Grayslake
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date:
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
 Employer's Liability:
 \$500,000 ea. accident-injury
 \$500,000 ea. employee-disease
 \$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

IX. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

X. Contract Bonds Required:

Yes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2015

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

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

PRODUCER Florists' Mutual Insurance Company/Hortica, Florists' Insurance Services Inc P O Box 428 1 Horticultural Lane Edwardsville, IL 62025 Kurt Penn	1-800-851-7740	CONTACT NAME: Jackie Brooks (Account# 108573) PHONE (A/C, No, Ext): 800-851-7740 ext: 1965 FAX (A/C, No): 866-819-9256 E-MAIL ADDRESS: jbrooks@hortica.com
	INSURER(S) AFFORDING COVERAGE	
INSURER A: FLORISTS MUT INS CO		NAIC # 13978
INSURED Arthur Weiler Inc Weiler Nursery 12247 West Russell Road Zion, IL 60099		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 43249184

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BP 12996	07/01/14	07/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			FMA 008991	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX10274	07/01/14	07/01/15	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCN32260	07/01/14	07/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Village of Grayslake as their interests may appear per attached form L 2031 (07/12).

Re: 2015 Tree Removal and Replacement Program.

CERTIFICATE HOLDER

Village of Grayslake

10 South Seymour Avenue

Grayslake, IL 60030

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

jbrooks

43249184

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED - WHEN REQUIRED BY WRITTEN CONTRACT

ONGOING & COMPLETED OPERATIONS – BLANKET WAIVER OF SUBROGATION – PRIMARY & NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (optional - see Paragraph A.)

Name Of Person(s) Or Organization(s) as required by "written contract":	Location(s) And Description of Covered Operations per the "written contract":

A. ADDITIONAL INSURED - CONTRACTORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) you are required by a "written contract" to add as an additional insured on this Coverage Part.

The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.

B. Coverage provided to such additional insured(s) is limited as follows:

1. ONGOING OPERATIONS:

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations as specified in the "written contract".

2. COMPLETED OPERATIONS:

- (a) Such person(s) or organization(s) is an additional insured with respect to liability included in the "products-completed operations hazard" for "bodily injury" or "property damage" caused, in whole or in part, by "your work" only if:
 - i. The "written contract" requires you to provide the additional insured such coverage; and
 - ii. "Your work" included in the "products-completed operations hazard" is limited to the location designated and described in the "written contract".
- (b) Such coverage for the additional insured ends at the earliest of the following:
 - i. The date specified in the "written contract"; or
 - ii. Five years from the completion of "your work" included in the "products-completed operations hazard" as designated and described in the "written contract".

3. Coverage provided to such additional insured(s) described in Paragraph A is limited as follows:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) Will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- (c) Does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

C. ADDITIONAL INSURED - EXCLUSIONS

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. The sole negligence of the additional insured.
2. The rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

D. ADDITIONAL INSURED - LIMITS

With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the "written contract"; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insured by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

F. ADDITIONAL INSURED - DUTIES:

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT are amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practical:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
2. Provide us any written documentation which triggered additional insured status or waiver of recovery rights.
3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

G. ADDITIONAL INSURED – DEFINITIONS:

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

1. "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the written contract or written agreement:
 - (a) Is effective during the term of this Coverage Part; and
 - (b) Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and
 - (c) Pertains to your ongoing operations or "your work" included in the "products-completed operations hazard" for the additional insured.
2. The definition of "insured contract" is modified for the additional insured as follows:

Paragraph f. of the "insured contract" definition does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard" unless required by the "written contract".

H. BLANKET WAIVER OF SUBROGATION

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against any person(s) or organization(s) with whom you have signed a written contract or written agreement that requires such a waiver.

This waiver applies only if the written contract or written agreement is:

1. Signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part and;
2. Effective during the term of this Coverage Part and is an "insured contract" and;
3. Applicable to your ongoing operations or "your work" included in the "products-completed operations hazard".

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST**



BID PACKAGE

**2015 TREE REMOVAL AND REPLACEMENT
PROGRAM**

Sealed Bid Due: February 9, 2015, by 10:00 a.m.

VILLAGE OF LINDENHURST

PUBLIC NOTICE/INSTRUCTIONS TO BIDDERS

OWNER: VILLAGE OF LINDENHURST VILLAGE OF GRAYSLAKE
 2301 E. SAND LAKE ROAD 10 SOUTH SEYMOUR AVENUE
 LINDENHURST, IL 60046 GRAYSLAKE, IL 60030

1. Time and Place of Opening Bids. The Village of LINDENHURST ("Owner") will receive sealed bids for the WORK described herein at the Office of the Village Administrator, Village of LINDENHURST, Lake County, Illinois, until **February 9, 2015 @ 10:00 AM.**
2. Description of Work. The proposed WORK is officially known as **tree removal and tree planting services.** The Work will consist of removing trees and planting new trees.
3. Legal Compliance. All Bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all contractors working on publicly funded projects, and Bidders must comply with the Illinois Statutory requirements regarding labor, including but not limited to the Equal Employment Opportunity Laws. In addition, all Bidders must comply with all other applicable federal, state, and local laws, orders, rules, and regulations.
4. Obtaining Bid Package. Bid Packages may be obtained from: The Owner, 2301 E. SAND LAKE ROAD, LINDENHURST, IL 60046 or at www.lindenhurstil.org.
5. Preparation of Proposals. Each and every price item found in the Special Provisions section of the Bidding Documents must be completed. All proposals must be signed by an authorized official. Bidder's Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.
6. Clarifications. Bidders' questions on the intent or meaning of the documents found within the Bid Package shall be in writing submitted to Owner. Owner will respond in writing with the question and response submitted to all Bidders as an addendum and made publicly available for inspection at the Village Hall. Owner reserves the right to make clarifications, corrections, or changes in this Notice to Bidders at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.
7. Delivery of Proposals. Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and Bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals transmitted electronically by fax or other similar means will not be accepted. Proposals received after the time specified above will be returned unopened. Proposals must be submitted on the attached form.
8. Guaranty of Proposals. A bid bond, cashier's check, certified check, or cash in an amount not less than five (5) percent of the bid amount will be required at the time the proposal is delivered.
9. Opening of Proposals. Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.
10. Withdrawal of Proposals. No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.
11. Rejection of Proposals. Proposals that are not prepared in accordance with the Bidding Documents may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with the Bidding Documents.
12. Acceptance of Proposals. Proposals submitted are offers only and the decision to accept or reject is a function of reputation, reliability, quality, expertise, and capability of the Bidder. Owner reserves the right to reject any and all proposals; to reject the low price proposal; to waive all technicalities, omissions, errors, erasures, alterations, and additions not called for; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.
13. Award of Contract. Owner reserves the right to reject any or all bids, waive all technicalities, errors, omissions, erasures, alterations, and additions not called for, and to make an award which, in its judgment, is the best and most favorable to the interests of Owner and the public.
14. Contract Bond. Upon Award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond in the total amount of the Contract to insure the Work will be completed, including payment of material used on the project, and all labor performed to complete the project.

VILLAGE OF LINDENHURST
By: Matthew Formica
 Village Administrator

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST**

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BID PACKAGE

TABLE OF CONTENTS

1. General Instructions to Bidders
2. Bidder's Proposal
3. Bidder's Sworn Acknowledgement
4. Bidder's Sworn Work History Statement
5. Contract

Contractor's Certification

Attachment A - Special Provisions

Appendix - Prevailing Wage Rates

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Interpretation of Documents Included in Bid Package	1
2. Calculation of Unit Price Proposals	2
3. Prevailing Wages	2
4. Taxes and Benefits	2
5. Permits and Licenses	3
6. Preparation of Bidder's Proposal	3
7. Signature Requirements	4
8. Bid Security	5
9. Submission of Bidder's Proposals	5
10. Withdrawal of Bidder's Proposals	5
11. Qualification of Bidders	6
12. Disqualification of Bidders	6
13. Award of Contract	7
14. Notice of Award; Effective Date of Award	7
15. Closing of Contract	7
16. Failure to Close	8

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST**

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

THE VILLAGES OF GRAYSLAKE AND LINDENURUST ARE JOINTLY SEEKING BIDS FOR THE **2015 TREE REMOVAL & REPLACEMENT PROGRAM**. EACH VILLAGE WILL USE ITS OWN CONTRACT DOCUMENTS TO EXECUTE THE WORK WITH THE SUCCESSFUL BIDDER.

GENERAL INSTRUCTIONS TO BIDDERS

1. **Interpretation of Documents Included in Bid Package**

A. **Defined Terms.** All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. **Implied Terms.** If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. **Information Provided by Owner.** When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any 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, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. **Addenda.** No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

INSTRUCTIONS

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

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

To the extent that the Prevailing Wage Act applies, it is the Contractor's obligation to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Owner as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

4. Taxes and Benefits

INSTRUCTIONS

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in

INSTRUCTIONS

the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

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

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

INSTRUCTIONS

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a

INSTRUCTIONS

Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from

INSTRUCTIONS

submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

INSTRUCTIONS

15. Closing of Contract

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

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment,

INSTRUCTIONS

deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Arthur Weiler, Inc. ("Bidder")

Principal Office Address 12247 W. Russell Road, Zion, IL 60099

Local Office Address 12247 W. Russell Road, Zion, IL 60099

Contact Person Glenn or Arthur Weiler Telephone 847-746-2393

TO: Village of Lindenhurst ("Owner")
2301 E. Sand Lake Road
Lindenhurst, IL 60046

Attention: Matthew Formica

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package 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 for tree removal, stump removal, planting; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid

PROPOSAL

Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

*****QUANTITIES ARE ESTIMATES ONLY*****

The tables below represent estimated quantities provided by each Owner, both the Village of Grayslake and the Village of Lindenhurst. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

SECTION 1: TREE REMOVAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS – A TREE UNDER 5.9”	TREE	7	\$ 140	\$ 980
CLASS – B TREE BETWEEN 6” – 12.9”	TREE	46	\$ 140	\$ 6,440
CLASS – C TREE BETWEEN 13”- 20.9”	TREE	18	\$ 175	\$ 3,150
CLASS – D TREE BETWEEN 21” – 30.9”	TREE	6	\$ 210	\$ 1,260
CLASS – E TREE 31” AND OVER	TREE	2	\$ 270	\$ 540
TOTAL				\$ 12,370

The Unit Price for TREE REMOVAL shall be per TREE and include all work described in Section VII. TREE REMOVAL (removal of dead, dying diseased, interfering, objectionable and weak trees) of the Special Provisions (Attachment A)

SECTION 2: STUMP REMOVAL

**Tree Removal will be sub-contracted to - Becker's Landscaping Services, LLC. - Jason Becker - Owner - Veteran

PROPOSAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS – A TREE UNDER 5.9”	TREE	6	\$ 49	\$ 294
CLASS – B TREE BETWEEN 6” – 12.9”	TREE	45	\$ 49	\$ 2,205
CLASS – C TREE BETWEEN 13”- 20.9”	TREE	17	\$ 49	\$ 833
CLASS – D TREE BETWEEN 21” – 30.9”	TREE	5	\$ 55	\$ 275
CLASS – E TREE 31” AND OVER	TREE	1	\$ 55	\$ 55
TOTAL				\$ 3,662

The Unit Price for STUMP REMOVAL shall be per TREE and include all work described in Section VII. STUMP REMOVAL (removal of dead, dying diseased, interfering, objectionable and weak stumps) of the Special Provisions (Attachment A)

SECTION 3: TREE PURCHASES

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
TREE – CALIPER OF 2”	TREE	66	\$ 160	\$ 10,560
TOTAL				\$ 10,560

The Unit Price for TREE PURCHASES shall be per TREE and include all work described in Section VIII. TREE PURCHASES of the Special Provisions (Attachment A)

PROPOSAL

SECTION 4: TREE PLANTING WITH MULCH

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
COST TO PLANT ALL TREES LISTED IN SECTION 3	TREE	66	\$ 125	\$ 8,250
TOTAL				\$ 8,250

The Unit Price for TREE PLANTING shall be per TREE and include all work described in Section VIII. TREE PLANTING of the Special Provisions (Attachment A)

PROPOSAL

CONTRACT WILL BE AWARDED BASED ON THE FOLLOWING FORMULA.
(Actual quantities will vary – formula simply used for determining low bidder)

1	SUM OF ALL VALUES FOR TREE REMOVAL	\$ 12,370
2	SUM OF ALL VALUES STUMP REMOVAL	\$ 3,662
3	SUM OF ALL VALUES TREE PURCHASES	\$ 10,560
4	SUM OF ALL VALUES TREE PLANTING	\$ 8,250
SUM VALUES IN NUMBERS 1, 2, 3 & 4		\$ 34,842

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of One Thousand Seven Hundred Forty Two & Ten Cents dollars (\$ 1,742.10), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

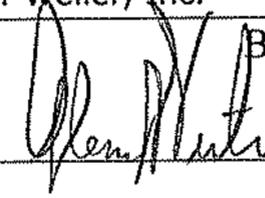
10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 29 day of Jan, 2015.

Attest/Witness:

By: 
Title: Corporate Secretary

Arthur Weiler, Inc.
By:  Bidder
Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Arthur Weiler, Inc.-Glenn Weiler ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Arthur Weiler, Inc..

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Glenn Weiler</u>	<u>4444 W. Cherry Tree Ct., Wadsworth, IL 60083</u>
Vice President	<u>Beth Weiler</u>	<u>13875 Elm Lane, Wadsworth, IL 60083</u>
Secretary	<u>Dr. Phaedra Weiler</u>	<u>4444 W. Cherry Tree Ct. Wadsworth, IL 60083</u>
Treasurer	<u>Enez Weiler</u>	<u>11608 W. Lemon Court, Surprise, AZ 85378</u>

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 29th day of January, 2015.

Attest/Witness:

Arthur Weiler, Inc.

By: [Signature]

[Signature] Bidder

Title: Corporate Secretary

Title: President

Subscribed and Sworn to before me this 29th day of January, 2015.

My Commission Expires: 9/12/18

[Signature]
Notary Public

[SEAL]



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Arthur Weiler, Inc. -Glenn Weiler ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Whole Tree Nursery

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>0</u> % Federal	<u> </u> % As Contractor	<u> </u> % Bidder's Forces
<u>50</u> % Other Public	<u>0</u> % As Subcontractor	<u>0</u> % Subcontractors
<u>10</u> % Private		<u> </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 41 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
NONE		
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
NONE			
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	Village of Skokie 9050 Gross Point Rd	Village of Mt. Prospect	Village of Wilmette
Owner Address	Skokie, IL 60077	1700 W. Central Rd Mt. Prospect, IL 60077	1200 Wilmette Avenue Wilmette, IL 60091
Reference	Cathy Stevens or Liz Zimmerman	Dave Hull	John Kemppainen
Telephone Number	847-933-8427	847-870-5640	847-853-7600
Type of Work	Planting Parkway Trees	Planting Parkway Trees	Planting Parkway Trees
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	NONE		

WORK HISTORY STATEMENT

Amount of Contract _____
Date Completed _____

DATED this _____ day of _____, 20__.

Attest/Witness:

By: [Signature]
Title: Corporate Secretary

Arthur Weiler, Inc.
Bidder
By: [Signature]
Title: President

Subscribed and Sworn to
before me this 29th day
of January, 2015.

My Commission Expires: 9/12/18

[Signature]
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedent in the event of a conflict.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for providing tree removal and replacement services as listed in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work on or around April 1, 2015, through December 31, 2015.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of providing Tree Removal & Replacement services as listed herein for the Village of Grayslake and Village of Lindenhurst. In summary, the Villages will remove trees and stumps, purchase new trees and plant these trees through the selected Contractor in 2015. The Village is removing and replacing diseased and dead trees.

IV. SCOPE OF WORK

The Work to be completed under these specifications includes the furnishing of all supervision, labor, materials, tools, equipment, and machinery necessary to complete the contract in accordance with these specifications. Cleanup and removal of all material resulting from such work shall be included in the prices quoted. Contractor shall exercise all necessary caution to insure the safety and protection of vehicular and pedestrian traffic, as well as all public and private property.

In no case will the blocking or closing of a public street be permitted without first obtaining approval from the Public Works Department. The Contractor shall take the necessary measures to adequately cover and protect all public and private property, in and around the area of the work to be done.

All debris resulting from tree maintenance activities and other similarly related forestry operations shall be cleaned up at the end of each shift or assignment each evening before the crew leaves the Village. This cleanup operation includes the removal of any and all

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

waste product from all pervious and impervious surfaces, generated or deposited as a result of any and all tree maintenance activities including, but not limited to, the hauling away of all brush trimmings, tree branches, logs, saw dust, equipment, and signs from all public and private property in and around the area of the work. The work area shall be left in as good or better condition than before the work commenced.

All material resulting from any tree maintenance operation shall be properly disposed of and hauled away by the Contractor outside the corporate limits of the Village. The Contractor shall provide their disposal site for the brush and debris generated from any and all work associated with this contract.

No person working in trees shall use shoes or spikes or climbing irons or any other footwear or other devices which will injure the trees while work is being performed. The Contractor shall follow and adhere to any and all Standard Practices and Safety Requirements as set forth in the latest edition of the ANSI A 300 and Z133.1 Standards.

No vehicles of any kind shall be placed, parked or operated upon or over any unpaved area or private property at any time except as authorized by the Public Works Department.

V. DAMAGE TO PROPERTY

As a result of any associated work, any damage to existing facilities or property, either public or private, shall be the responsibility of the Contractor. All parkways, roadways, driveways, lawns, sidewalks, and all other items or areas, public or private, which are damaged as a result of tree maintenance activities, shall be restored and paid for by the Contractor, to the satisfaction of the Public Works Department.

The Contractor shall furnish an Incident Report, in duplicate, which shall be used to notify the Village of any damage resulting from tree maintenance activities. In the event the Contractor damages any private property, the Lead Person shall complete an Incident Report. A copy shall be delivered to the Public Works Department within 24 hours of the incident. The Contractor shall notify the Public Works Department immediately at the time of the incident.

In the event the Contractor damages any public property, the Contractor shall notify the Public Works Department immediately at the time of the incident. In either case, the Contractor shall take the necessary action to correct and/or repair any and all damage; it shall be the sole responsibility of the Contractor to complete any and all repairs to the satisfaction of the Village as determined by the Public Works Department.

Should the Contractor fail to take the necessary action to correct and/or repair damage caused by the Contractor within a reasonable period of time as determined by the Public Works Department, the Village may, at its own discretion, complete said repairs or

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

corrections and the Contractor shall be held liable for all associated repair costs including any and all Village staff time associated with completion of this repair or correction.

VI. SUPERVISION AND SCHEDULING OF WORK

The Contractor shall consult with the Public Works Department concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Public Works Department. The Contractor shall give personal attention to the work, and shall at all times have a competent foreman, superintendent, or other representative on the work site who is fluent in the use and understanding of the English language, and who shall have full authority to act for the Contractor and to receive and execute orders from the Public Works Department. Each crew shall have one designated Lead Person responsible for directing crew and following all terms and conditions of this Contract as detailed within.

From time to time, the Village shall consult with the Contractor and this time shall be considered incidental to the Contract and no fees shall be charged for this work.

VII. TREE REMOVAL AND STUMP REMOVAL (REMOVAL OF DEAD, DYING, DISEASED, INTERFERING, OBJECTIONABLE, AND WEAK TREES AND STUMPS)

The Village shall notify the Contractor via Phone, Fax and/or E-mail of all tree and stump removal work. This notification will include: address, size, required action, and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree removal process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

Trees in their entirety shall not be felled by the Contractor. Trunks and branches shall be removed in sections so they may be lowered safely to the ground.

The Contractor shall exercise due care at all times in removing limbs and trunks to minimize damage to public or private property where necessary. The removal of all trees is the responsibility of the Contractor, the disposal of which will be accomplished at their own expense and completed according to all laws and specifications as set forth in this Contract.

Trees determined by the Public Works Department to be removed, shall be removed within eight (8) days of notification to the Contractor. Failure to remove said trees within the eight (8) day time frame will automatically create a breach of Contract and can be, if the Public Works Department chooses, grounds for termination of the Contract. Damages due the Village of \$150/day may be assessed for each day the tree remains within the Village, beyond the eight (8) day notification.

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

The Contractor shall remove the stump within ten (10) days after removal of the tree. The Contractor shall grind and remove all exposed portions of the stump and roots to a depth of not less than twelve inches (12") below the existing ground level. All stump grinding shall be removed from the parkway and disposed of properly by the Contractor. The hole resulting from the stumping operation shall be filled with weed free pulverized black dirt to an elevation slightly above the surrounding area. Grass seed shall be planted. Failure to remove said stump within the ten (10) day time frame will automatically create a breach of Contract and can be, if the Public Works Department chooses, grounds for termination of the Contract. Damages due the Village of \$150/day may be assessed for each day the stump remains within the Village, beyond the ten (10) day notification.

VIII. TREE PURCHASES AND PLANTING

The Contractor shall deliver new trees to the Village's Public Works facility or to the actual planting site in each Village as determined by the Village. Trees will be planted in the public right-of-way next to the area where the tree was removed. The contractor shall provide a one-year warranty for these trees.

The Village shall notify the Contractor via phone, fax and/or email of all tree planting work. This notification will include: address, selected tree, required action and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree planting process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

ANSI 300 "Standards on Tree Planting" should be used as a guideline for all tree planting work, restoration, depth and size of planting hole, and post-planting mulch application. The Village will approve each tree planting and reserves the right to request that the Contractor make modifications if a tree is found to be planted in an unsatisfactory manner. Trees should be installed upright and straight. The Village reserves the right to request the Contractor to straighten a tree by using stakes or other methods.

The Contractor shall exercise due care at all times when planting trees to minimize damage to public or private property where necessary. The planting of all trees is the responsibility of the Contractor, and completed according to all laws and specifications as set forth in this Contract.

Trees determined by the Public Works Department to be planted, shall be planted within thirty (30) days of notification to the Contractor. Failure to plant said trees within the thirty (30) day time frame may automatically create a breach of Contract and can be, if the Public Works Department grounds for termination of the Contract.

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

The Village may provide the Contractor with water bags. The Contractor shall install the bags to the trees upon planting and installation of said trees. The Contractor shall fill the bag once with water upon attaching the bag to the tree. Additionally, on or around November 15, 2015, the trees that were planted shall be wrapped with a material approved by the Village that will protect the trees from the winter conditions.

Damages due the Village of \$150/day may be assessed for each day trees are not planted within the Village, beyond the thirty (30) day notification.

IX. STRUCTURES ENCOUNTERED

The Contractor shall be entirely responsible and liable for all damages to any utility, structure, or area, including natural gas, electricity, telephone, water, sanitary and storm lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts and other structures of any kind, on public and private property, which was damaged as a result of work performed by the Contractor. It is the sole responsibility of the Contractor to contact J.U.L.I.E. to identify any and all buried utilities for the purpose of completing activities include, but not limited to, stump grinding, restoration, root pruning.

X. NOTICE OF WORK

Whenever the Contractor anticipates starting work, the Contractor shall at least 24-hours previous to starting work, notify the Public Works Department of their intentions to do so.

XI. PROTECTION OF WORK

The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and property against injury. The Village reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due to the Contractor. The Public Works Department shall determine whether or not an emergency exists and the decision shall be considered final.

In addition, all employees shall wear approved reflective gear when working within any public Rights-of-Way. If working on IDOT's right-of-way, Contractor must follow Standard Specifications for Road and Bridge Construction, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

Highways. All employees shall wear required protective equipment as prescribed in the latest version of the ANSI Standard Z.133.1.

XII. CHANGE OF PLANS

If the Village deems it proper or necessary in the execution of work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the contract or agreement hereby entered into, nor release the labor and materials to complete the contract as altered. The value of work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Village and the Contractor. Please note that this is an estimate number of trees and the Village reserves the right to upwardly or downwardly adjust the number of trees in the tree program during the term of the contract.

XIII. TREE SPECIFICATIONS

Nursery stock must be a minimum of 2" in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. It is preferable that the nursery is an Illinois Department of Agriculture Certified Nursery. The following tree species are not allowed: ash, pine and willow. Additionally, the Village does not want to plant trees that may drop any needles, nuts, fruit or other items that may clog storm drains. Any variation in the caliper of the tree species must be approved by the Village.

XX. PAYMENT

Payment will be made upon satisfactory completion of the Work as determined by the Public Works Department. Invoicing for tree removal shall be allowed only after entire tree and stump is removed and properly disposed of in accordance with this Contract. Invoicing for tree planting shall only be allowed after the tree is planted with mulch. The Villages process all payments in accordance with the Illinois Prompt Payment Act.

For the purpose of unit price calculations trees shall be classified as follows:

Class A	Under 5.9"
Class B	6" – 12.9"
Class C	13" – 20.9"
Class D	21" – 30.9"
Class E	31" & Over

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

D.B.H. (diameter at breast height) of trees shall be measured at a height of 4 1/2 feet above the average ground level surrounding the tree. Except in the case of a multi-stemmed tree, the convolution of which is 4 1/2 feet (four and one-half) or less above the ground, in this case the measurement will be taken one foot (1') below the convolution.

NOTE: All invoices shall be accompanied by a detailed description of work performed. Detail shall include, but not be limited to, date of service, type of service, addresses of service, DBH, species, cost and comments, and shall be approved by the Public Works Department.

Lake County Prevailing Wage for January 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng			
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720			
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350			
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030			
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
CEMENT MASON		ALL		42.000	44.000	2.0	1.5	2.0	9.900	17.24	0.000	0.500			
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710			
COMMUNICATION TECH		BLD		35.130	37.230	1.5	1.5	2.0	11.07	11.77	0.000	0.530			
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380			
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290			
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450			
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300			
ELECTRICIAN		BLD		39.400	43.340	1.5	1.5	2.0	13.59	15.71	0.000	0.640			
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600			
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300			
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940			
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720			
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350			
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000			
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600			
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760			
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		FLT	1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER		FLT	2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER		FLT	3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER		FLT	4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER		FLT	5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650			
PAINTER		ALL		33.920	38.090	1.5	1.5	1.5	10.75	11.10	0.000	0.770			
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000			
PILEDRIIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780			
PLASTERER		BLD		40.340	42.340	2.0	1.5	2.0	9.900	19.04	0.000	0.500			
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880			
ROOFER		BLD		39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530			
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690			
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000			
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550			
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350			
STONE MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030			
SURVEY WORKER -----NOT IN EFFECT						ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620			
TERRAZZO MASON		BLD		40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820			
TILE MASON		BLD		42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920			

TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.850	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend: RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-E>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire,

interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Ivanhoe Nursery, a division of Wirtz Corporation ("Bidder")

Principal Office Address 680 N. Lake Shore Drive, Chicago, IL 60611

Local Office Address 22149 W. Ill Route 60, Mundelein, IL 60060

Contact Person Russ Stokes Telephone (847) 566-8001

TO: Village of Lindenhurst ("Owner")
2301 E. Sand Lake Road
Lindenhurst, IL 60046

Attention: Matthew Formica

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package 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 for tree removal, stump removal, planting; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid

PROPOSAL

Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

*****QUANTITIES ARE ESTIMATES ONLY*****

The tables below represent estimated quantities provided by each Owner, both the Village of Grayslake and the Village of Lindenhurst. The quantities listed below are the quantities included in the Schedule of Prices. **The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.**

SECTION 1: TREE REMOVAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS – A TREE UNDER 5.9”	TREE	7	\$ 36	\$ 252
CLASS – B TREE BETWEEN 6” – 12.9”	TREE	46	\$ 125	\$ 5,750
CLASS – C TREE BETWEEN 13”- 20.9”	TREE	18	\$ 340	\$ 6,120
CLASS – D TREE BETWEEN 21” – 30.9”	TREE	6	\$ 522	\$ 3,132
CLASS – E TREE 31” AND OVER	TREE	2	\$ 756	\$ 1,512
TOTAL				\$ 16,766

The Unit Price for TREE REMOVAL shall be per TREE and include all work described in Section VII. TREE REMOVAL (removal of dead, dying diseased, interfering, objectionable and weak trees) of the Special Provisions (Attachment A)

SECTION 2: STUMP REMOVAL

PROPOSAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS – A TREE UNDER 5.9”	TREE	6	\$ 36	\$ 216
CLASS – B TREE BETWEEN 6” – 12.9”	TREE	45	\$ 78	\$ 3,510
CLASS – C TREE BETWEEN 13”- 20.9”	TREE	17	\$ 126	\$ 2,142
CLASS – D TREE BETWEEN 21” – 30.9”	TREE	5	\$ 186	\$ 930
CLASS – E TREE 31” AND OVER	TREE	1	\$ 240	\$ 240
TOTAL				\$ 7,038

The Unit Price for STUMP REMOVAL shall be per TREE and include all work described in Section VII. STUMP REMOVAL (removal of dead, dying diseased, interfering, objectionable and weak stumps) of the Special Provisions (Attachment A)

SECTION 3: TREE PURCHASES

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
TREE – CALIPER OF 2”	TREE	66	\$ 185	\$ 12,210
TOTAL				\$ 12,210

The Unit Price for TREE PURCHASES shall be per TREE and include all work described in Section VIII. TREE PURCHASES of the Special Provisions (Attachment A)

PROPOSAL

SECTION 4: TREE PLANTING WITH MULCH

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
COST TO PLANT ALL TREES LISTED IN SECTION 3	TREE	66	\$ 180	\$ 11,880
TOTAL				\$ 11,880

The Unit Price for TREE PLANTING shall be per TREE and include all work described in Section VIII. TREE PLANTING of the Special Provisions (Attachment A)

PROPOSAL

CONTRACT WILL BE AWARDED BASED ON THE FOLLOWING FORMULA.
(Actual quantities will vary – formula simply used for determining low bidder)

1	SUM OF ALL VALUES FOR TREE REMOVAL	\$ 16,766
2	SUM OF ALL VALUES STUMP REMOVAL	\$ 7,038
3	SUM OF ALL VALUES TREE PURCHASES	\$ 12,210
4	SUM OF ALL VALUES TREE PLANTING	\$ 11,880
SUM VALUES IN NUMBERS 1, 2, 3 & 4		\$ 47,894

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of Two thousand three hundred and ninety five dollars (\$ 2,395), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 5th day of February, 2015.

Attest/Witness: Ivanhoe Nursery, a division of Wirtz Corporation
Bidder

By: Catherine Zurek

By: Nadine Weidrich

Title: Director of Accounting

Title: Chief Financial Officer

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Nadine Heidrich ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Delaware, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Wirtz Corporation.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>W. Rockwell Wirtz</u>	<u>680 N. Lake Shore Dr., Chicago, IL</u>
Vice President	<u>Nadine Heidrich</u>	<u>680 N. Lake Shore Dr., Chicago, IL</u>
Secretary	<u>Wade Wacholz</u>	<u>680 N. Lake Shore Dr., Chicago, IL</u>
Treasurer	<u>Nadine Heidrich</u>	<u>680 N. Lake Shore Dr., Chicago, IL</u>

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 5th day of February, 2015.

Attest/Witness:

Ivanhoe Nursery, a division of Wirtz Corporation
Bidder

By: Catherine Zunk

By: Nadine Judisch

Title: Director of Accounting

Title: Chief Financial Officer

Subscribed and Sworn to
before me this 5 day
of February, 2015.

My Commission Expires: 10/22/17

Cynthia K Brueck
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 TREE REMOVAL & REPLACEMENT PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Nadine Heidrich ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Nursery

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>100</u> % As Contractor	<u> </u> % Bidder's Forces
<u>25</u> % Other Public	<u> </u> % As Subcontractor	<u> </u> % Subcontractors
<u>75</u> % Private		<u> </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 10 years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>Illinois Department of Revenue</u>	<u>Business</u>	<u>3924-5284</u>	<u>5/23/2018</u>
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Round Lake</u>	<u>City of Mundelein</u>	<u>Village of Lindenhurst</u>
Owner Address	<u>1937 N. Municipal Way</u>	<u>440 E. Crystal St.</u>	<u>2301 E. Sand Lake Road</u>
	<u>Round Lake Beach</u>	<u>Mundelein, IL</u>	<u>Lindenhurst, IL</u>
Reference	<u>Laura Bover</u>	<u>Craig Schaul</u>	<u>Emily Wagner</u>
Telephone Number	<u>(847) 471-2493</u>	<u>(847) 949-3270</u>	<u>(224) 372-6006</u>
Type of Work	<u>Tree Replacement</u>	<u>Tree Replacement</u>	<u>Tree Replacement</u>
	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____

WORK HISTORY STATEMENT

	<u>Two Contracts</u>	_____	_____
Amount of Contract	<u>\$9343/\$65,680</u>	<u>\$42,220</u>	<u>\$64,380</u>
Date Completed	<u>May 12, 2014</u> <u>November 13, 2014</u>	<u>November 6, 2014</u>	<u>November 6, 2014</u>

DATED this 5th day of February, 2015.

Attest/Witness: Ivanhoe Nursery, a division of Wirtz Corporation
Bidder

By: Catherine Zurek
Title: Director of Accounting

By: Madeline Fedush
Title: Chief Financial Officer

Subscribed and Sworn to
before me this 5 day
of February, 2015.

My Commission Expires: 10/22/17

Cynthia K Brueck
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedent in the event of a conflict.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for providing tree removal and replacement services as listed in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work on or around April 1, 2015, through December 31, 2015.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of providing Tree Removal & Replacement services as listed herein for the Village of Grayslake and Village of Lindenhurst. In summary, the Villages will remove trees and stumps, purchase new trees and plant these trees through the selected Contractor in 2015. The Village is removing and replacing diseased and dead trees.

IV. SCOPE OF WORK

The Work to be completed under these specifications includes the furnishing of all supervision, labor, materials, tools, equipment, and machinery necessary to complete the contract in accordance with these specifications. Cleanup and removal of all material resulting from such work shall be included in the prices quoted. Contractor shall exercise all necessary caution to insure the safety and protection of vehicular and pedestrian traffic, as well as all public and private property.

In no case will the blocking or closing of a public street be permitted without first obtaining approval from the Public Works Department. The Contractor shall take the necessary measures to adequately cover and protect all public and private property, in and around the area of the work to be done.

All debris resulting from tree maintenance activities and other similarly related forestry operations shall be cleaned up at the end of each shift or assignment each evening before the crew leaves the Village. This cleanup operation includes the removal of any and all

2015 Tree Removal & Replacement Program

ATTACHMENT A

waste product from all pervious and impervious surfaces, generated or deposited as a result of any and all tree maintenance activities including, but not limited to, the hauling away of all brush trimmings, tree branches, logs, saw dust, equipment, and signs from all public and private property in and around the area of the work. The work area shall be left in as good or better condition than before the work commenced.

All material resulting from any tree maintenance operation shall be properly disposed of and hauled away by the Contractor outside the corporate limits of the Village. The Contractor shall provide their disposal site for the brush and debris generated from any and all work associated with this contract.

No person working in trees shall use shoes or spikes or climbing irons or any other footwear or other devices which will injure the trees while work is being performed. The Contractor shall follow and adhere to any and all Standard Practices and Safety Requirements as set forth in the latest edition of the ANSI A 300 and Z133.1 Standards.

No vehicles of any kind shall be placed, parked or operated upon or over any unpaved area or private property at any time except as authorized by the Public Works Department.

V. DAMAGE TO PROPERTY

As a result of any associated work, any damage to existing facilities or property, either public or private, shall be the responsibility of the Contractor. All parkways, roadways, driveways, lawns, sidewalks, and all other items or areas, public or private, which are damaged as a result of tree maintenance activities, shall be restored and paid for by the Contractor, to the satisfaction of the Public Works Department.

The Contractor shall furnish an Incident Report, in duplicate, which shall be used to notify the Village of any damage resulting from tree maintenance activities. In the event the Contractor damages any private property, the Lead Person shall complete an Incident Report. A copy shall be delivered to the Public Works Department within 24 hours of the incident. The Contractor shall notify the Public Works Department immediately at the time of the incident.

In the event the Contractor damages any public property, the Contractor shall notify the Public Works Department immediately at the time of the incident. In either case, the Contractor shall take the necessary action to correct and/or repair any and all damage; it shall be the sole responsibility of the Contractor to complete any and all repairs to the satisfaction of the Village as determined by the Public Works Department.

Should the Contractor fail to take the necessary action to correct and/or repair damage caused by the Contractor within a reasonable period of time as determined by the Public Works Department, the Village may, at its own discretion, complete said repairs or

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

corrections and the Contractor shall be held liable for all associated repair costs including any and all Village staff time associated with completion of this repair or correction.

VI. SUPERVISION AND SCHEDULING OF WORK

The Contractor shall consult with the Public Works Department concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Public Works Department. The Contractor shall give personal attention to the work, and shall at all times have a competent foreman, superintendent, or other representative on the work site who is fluent in the use and understanding of the English language, and who shall have full authority to act for the Contractor and to receive and execute orders from the Public Works Department. Each crew shall have one designated Lead Person responsible for directing crew and following all terms and conditions of this Contract as detailed within.

From time to time, the Village shall consult with the Contractor and this time shall be considered incidental to the Contract and no fees shall be charged for this work.

VII. TREE REMOVAL AND STUMP REMOVAL (REMOVAL OF DEAD, DYING, DISEASED, INTERFERING, OBJECTIONABLE, AND WEAK TREES AND STUMPS)

The Village shall notify the Contractor via Phone, Fax and/or E-mail of all tree and stump removal work. This notification will include: address, size, required action, and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree removal process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

Trees in their entirety shall not be felled by the Contractor. Trunks and branches shall be removed in sections so they may be lowered safely to the ground.

The Contractor shall exercise due care at all times in removing limbs and trunks to minimize damage to public or private property where necessary. The removal of all trees is the responsibility of the Contractor, the disposal of which will be accomplished at their own expense and completed according to all laws and specifications as set forth in this Contract.

Trees determined by the Public Works Department to be removed, shall be removed within eight (8) days of notification to the Contractor. Failure to remove said trees within the eight (8) day time frame will automatically create a breach of Contract and can be, if the Public Works Department chooses, grounds for termination of the Contract. Damages due the Village of \$150/day may be assessed for each day the tree remains within the Village, beyond the eight (8) day notification.

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

The Contractor shall remove the stump within ten (10) days after removal of the tree. The Contractor shall grind and remove all exposed portions of the stump and roots to a depth of not less than twelve inches (12") below the existing ground level. All stump grinding shall be removed from the parkway and disposed of properly by the Contractor. The hole resulting from the stumping operation shall be filled with weed free pulverized black dirt to an elevation slightly above the surrounding area. Grass seed shall be planted. Failure to remove said stump within the ten (10) day time frame will automatically create a breach of Contract and can be, if the Public Works Department chooses, grounds for termination of the Contract. Damages due the Village of \$150/day may be assessed for each day the stump remains within the Village, beyond the ten (10) day notification.

VIII. TREE PURCHASES AND PLANTING

The Contractor shall deliver new trees to the Village's Public Works facility or to the actual planting site in each Village as determined by the Village. Trees will be planted in the public right-of-way next to the area where the tree was removed. The contractor shall provide a one-year warranty for these trees.

The Village shall notify the Contractor via phone, fax and/or email of all tree planting work. This notification will include: address, selected tree, required action and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree planting process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

ANSI 300 "Standards on Tree Planting" should be used as a guideline for all tree planting work, restoration, depth and size of planting hole, and post-planting mulch application. The Village will approve each tree planting and reserves the right to request that the Contractor make modifications if a tree is found to be planted in an unsatisfactory manner. Trees should be installed upright and straight. The Village reserves the right to request the Contractor to straighten a tree by using stakes or other methods.

The Contractor shall exercise due care at all times when planting trees to minimize damage to public or private property where necessary. The planting of all trees is the responsibility of the Contractor, and completed according to all laws and specifications as set forth in this Contract.

Trees determined by the Public Works Department to be planted, shall be planted within thirty (30) days of notification to the Contractor. Failure to plant said trees within the thirty (30) day time frame may automatically create a breach of Contract and can be, if the Public Works Department grounds for termination of the Contract.

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

The Village may provide the Contractor with water bags. The Contractor shall install the bags to the trees upon planting and installation of said trees. The Contractor shall fill the bag once with water upon attaching the bag to the tree. Additionally, on or around November 15, 2015, the trees that were planted shall be wrapped with a material approved by the Village that will protect the trees from the winter conditions.

Damages due the Village of \$150/day may be assessed for each day trees are not planted within the Village, beyond the thirty (30) day notification.

IX. STRUCTURES ENCOUNTERED

The Contractor shall be entirely responsible and liable for all damages to any utility, structure, or area, including natural gas, electricity, telephone, water, sanitary and storm lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts and other structures of any kind, on public and private property, which was damaged as a result of work performed by the Contractor. It is the sole responsibility of the Contractor to contact J.U.L.I.E. to identify any and all buried utilities for the purpose of completing activities include, but not limited to, stump grinding, restoration, root pruning.

X. NOTICE OF WORK

Whenever the Contractor anticipates starting work, the Contractor shall at least 24-hours previous to starting work, notify the Public Works Department of their intentions to do so.

XI. PROTECTION OF WORK

The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and property against injury. The Village reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due to the Contractor. The Public Works Department shall determine whether or not an emergency exists and the decision shall be considered final.

In addition, all employees shall wear approved reflective gear when working within any public Rights-of-Way. If working on IDOT's right-of-way, Contractor must follow Standard Specifications for Road and Bridge Construction, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and

**2015 Tree Removal & Replacement Program
ATTACHMENT A**

Highways. All employees shall wear required protective equipment as prescribed in the latest version of the ANSI Standard Z.133.1.

XII. CHANGE OF PLANS

If the Village deems it proper or necessary in the execution of work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the contract or agreement hereby entered into, nor release the labor and materials to complete the contract as altered. The value of work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Village and the Contractor. Please note that this is an estimate number of trees and the Village reserves the right to upwardly or downwardly adjust the number of trees in the tree program during the term of the contract.

XIII. TREE SPECIFICATIONS

Nursery stock must be a minimum of 2" in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. It is preferable that the nursery is an Illinois Department of Agriculture Certified Nursery. The following tree species are not allowed: ash, pine and willow. Additionally, the Village does not want to plant trees that may drop any needles, nuts, fruit or other items that may clog storm drains. Any variation in the caliper of the tree species must be approved by the Village.

XX. PAYMENT

Payment will be made upon satisfactory completion of the Work as determined by the Public Works Department. Invoicing for tree removal shall be allowed only after entire tree and stump is removed and properly disposed of in accordance with this Contract. Invoicing for tree planting shall only be allowed after the tree is planted with mulch. The Villages process all payments in accordance with the Illinois Prompt Payment Act.

For the purpose of unit price calculations trees shall be classified as follows:

Class A	Under 5.9"
Class B	6" – 12.9"
Class C	13" – 20.9"
Class D	21" – 30.9"
Class E	31" & Over

2015 Tree Removal & Replacement Program

ATTACHMENT A

D.B.H. (diameter at breast height) of trees shall be measured at a height of 4 1/2 feet above the average ground level surrounding the tree. Except in the case of a multi-stemmed tree, the convolution of which is 4 1/2 feet (four and one-half) or less above the ground, in this case the measurement will be taken one foot (1') below the convolution.

NOTE: All invoices shall be accompanied by a detailed description of work performed. Detail shall include, but not be limited to, date of service, type of service, addresses of service, DBH, species, cost and comments, and shall be approved by the Public Works Department.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Ivanhoe Nursery
21888 W IL Route 60
Mundelein, IL 60060

OWNER:

(Name, legal status and address)

Village of Lindenhurst 2301 E Sand Lake Rd Lindenhurst IL 60046
Village of Grayslake 10 South Seymour Avenue Grayslake IL 60030

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: two thousand three hundred and ninety five dollars (\$2,395)

PROJECT:

(Name, location or address, and Project number, if any)

2015 Tree Replacement in Lindenhurst and Grayslake

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of February, 2015.

Ivanhoe Nursery, a division of Wirtz Corporation

Madeline Weidich

(Principal) (Seal)

Chief Financial Officer

(Title)

Travelers Casualty and Surety Company of America

Scott H. Jensen

(Surety) (Seal)

(Title)

Luette Paredes

(Witness)

Catherine Zwick

(Witness)

Lake County Prevailing Wage for January 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500	
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720	
BOILERMAKER	BLD			44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350	
BRICK MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030	
CARPENTER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630	
CEMENT MASON	ALL			42.000	44.000	2.0	1.5	2.0	9.900	17.24	0.000	0.500	
CERAMIC TILE FNShER	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710	
COMMUNICATION TECH	BLD			35.130	37.230	1.5	1.5	2.0	11.07	11.77	0.000	0.530	
ELECTRIC PWR EQMT OP	ALL			37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380	
ELECTRIC PWR GRNDMAN	ALL			29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290	
ELECTRIC PWR LINEMAN	ALL			45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450	
ELECTRIC PWR TRK DRV	ALL			30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRICIAN	BLD			39.400	43.340	1.5	1.5	2.0	13.59	15.71	0.000	0.640	
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600	
FENCE ERECTOR	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300	
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940	
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720	
IRON WORKER	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350	
LABORER	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500	
LATHER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630	
MACHINIST	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000	
MARBLE FINISHERS	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600	
MARBLE MASON	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760	
MATERIAL TESTER I	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500	
MATERIALS TESTER II	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500	
MILLWRIGHT	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630	
OPERATING ENGINEER	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	FLT 3			45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	FLT 4			37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	FLT 5			53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	HWY 1			45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	HWY 2			44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	HWY 3			42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	HWY 4			41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	HWY 5			40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	HWY 6			48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	HWY 7			46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
ORNAMNTL IRON WORKER	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650	
PAINTER	ALL			33.920	38.090	1.5	1.5	1.5	10.75	11.10	0.000	0.770	
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
PILEDRIIVER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630	
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780	
PLASTERER	BLD			40.340	42.340	2.0	1.5	2.0	9.900	19.04	0.000	0.500	
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880	
ROOFER	BLD			39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530	
SHEETMETAL WORKER	BLD			41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690	
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000	
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550	
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350	
STONE MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030	
SURVEY WORKER-----NOT IN EFFECT	ALL				37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD			37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620	
TERRAZZO MASON	BLD			40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820	
TILE MASON	BLD			42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920	

TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.850	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TUCKPONTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F-8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensi (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire,

interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216000

Certificate No. 000481512

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Scott Siemsen, and William F. Davis, Jr.

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of May, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 26th day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2006.



[Signature]
Marie C. Teureau, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

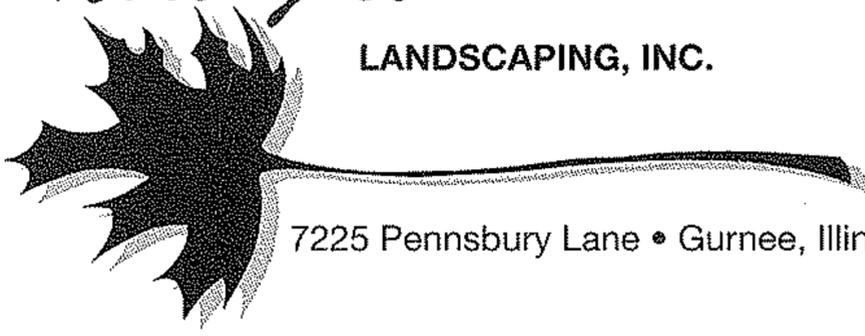

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Mike Greco

LANDSCAPING, INC.



7225 Pennsbury Lane • Gurnee, Illinois 60031

Office: 847.855.0590
Fax: 847.855.0592
www.millcreeknursery.com

January 26, 2015

Village of Lindenhurst
2301 E. Sand Lake Road
Lindenhurst, IL 60046

RE: Village of Lindenhurst & Grayslake Bid Package 2015 Tree Removal & Replacement Program

Dear Villages,

No bid due to present work load for the spring 2015. However, we would like to remain on bid list for any future work.

Respectfully Submitted,
Mike Greco, R.L.A. #157.00394
President of Mike Greco Landscaping, Inc.
& Mill Creek Nursery
Office: 847-855-0590
Fax: 8474-855-0592
Email: mikesdesigns@comcast.net

**2015 Bid for Tree Removal and Replacement
Grayslake Lindenhurst**

	Unit	Quantity	ARTHUR WEILER, INC.			IVANHOE			
			Unit Price	Grayslake Quantities	Grayslake's Total	Unit Price	Grayslake Quantities	Grayslake's Total	Total
Section 1: Tree Removal									
Class A	Tree	7	\$140.00	2	\$280.00	\$36.00	2	\$72.00	\$252.00
Class B	Tree	46	\$140.00	6	\$840.00	\$125.00	6	\$750.00	\$5,750.00
Class C	Tree	18	\$175.00	6	\$1,050.00	\$340.00	6	\$2,040.00	\$6,120.00
Class D	Tree	6	\$210.00	4	\$840.00	\$522.00	4	\$2,088.00	\$3,132.00
Class E	Tree	2	\$270.00	2	\$540.00	\$756.00	2	\$1,512.00	\$1,512.00
					\$3,550.00			\$6,462.00	
Section 2: Stump Removal									
Class A	Tree	6	\$49.00	1	\$49.00	\$36.00	1	\$36.00	\$216.00
Class B	Tree	45	\$49.00	5	\$245.00	\$78.00	5	\$390.00	\$3,510.00
Class C	Tree	17	\$49.00	5	\$245.00	\$126.00	5	\$630.00	\$2,142.00
Class D	Tree	5	\$55.00	3	\$165.00	\$186.00	3	\$558.00	\$930.00
Class E	Tree	1	\$55.00	1	\$55.00	\$240.00	1	\$240.00	\$240.00
					\$759.00			\$1,854.00	\$7,038.00
Section 3: Tree Purchases (2" caliper)									
		66	\$160.00	7	\$1,120.00	\$185.00	7	\$1,295.00	\$12,210.00
Section 4: Tree Planting with Mulch									
		66	\$125.00	7	\$875.00	\$180.00	7	\$1,260.00	\$11,880.00
Sum of all values for TREE REMOVAL									
				\$3,550.00		\$6,462.00			
Sum of all values for STUMP REMOVAL									
				\$759.00		\$1,854.00			
Sum of all values for TREE PURCHASES									
				\$1,120.00		\$1,295.00			
Sum of all values for TREE PLANTING									
				\$875.00		\$1,260.00			
TOTAL SUM			\$6,304.00			\$10,871.00			