



May 30, 2014

Chris Caritinos
Trees "R" Us, Inc.
P.O. Box 6014
Wauconda, IL 60084

Re: 2014 Tree Maintenance Program

Dear Mr. Caritinos,

The Village of Grayslake and Village of Lindenhurst, pursuant to Section 13 (Award of Contract) of the Bidder's Proposal, have decided to reject all 2014 Tree Maintenance proposals submitted on April 2, 2014.

The Village of Grayslake and Village of Lindenhurst would like to thank you for your firm's participation in the joint bid for the 2014 Tree Maintenance Program. Your firm will be contacted for similar bids in the future.

If you have any questions, please feel free to contact either of us.

Sincerely,

VILLAGE OF GRAYSLAKE

Brett Kryska
Administrative Services &
Contracting Manager

Sincerely,

VILLAGE OF LINDENHURST

Emily Wagner
Assistant Village Administrator



May 30, 2014

Landscape Concepts Management, Inc.
Attn: Travis Glay
31745 N. Alleghany Road
Grayslake, IL 60030

Re: 2014 Tree Maintenance Program

Dear Mr. Glay,

The Village of Grayslake and Village of Lindenhurst, pursuant to Section 13 (Award of Contract) of the Bidder's Proposal, have decided to reject all 2014 Tree Maintenance proposals submitted on April 2, 2014.

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Emily Wagner
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May 30, 2014

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Sincerely,

VILLAGE OF GRAYSLAKE

Brett Kryska
Administrative Services &
Contracting Manager

Sincerely,

VILLAGE OF LINDENHURST

Emily Wagner
Assistant Village Administrator



April 16, 2014

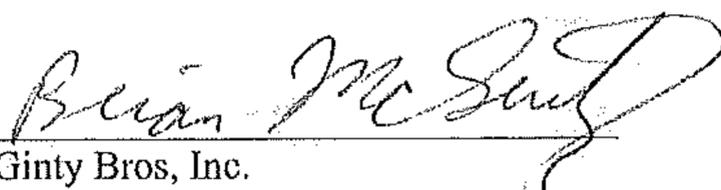
McGinty Bros, Inc.
Attn: Adam Keppel
3744 E. Cuba Road
Long Grove, IL 60047

RE: 2013 Tree Maintenance Program Contract Extension for FY 14/15

Dear Mr. Keppel,

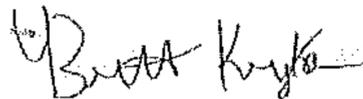
This letter is to notify you that the current contract term of the 2013 Tree Maintenance Program contract for the Village of Grayslake expires on April 30, 2014. Per our most recent conversation, you had indicated that McGinty Bros, Inc. would like to extend this contract for one year at the current pricing (see attached Schedule of Prices).

Please return this letter with an authorized signature from McGinty Bros, Inc., below, constituting an agreement by McGinty Bros, Inc. to renew the 2013 Tree Maintenance Program contract from May 1, 2014 to April 30, 2015 with no price increase. Thank you for your assistance.


McGinty Bros, Inc.


Michael J. Ellis, Village Manager
Village of Grayslake

Sincerely,



Brett Kryska
Administrative Services & Contracting Manager
Village of Grayslake

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

PROPOSAL

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

QUANTITIES ARE ESTIMATES ONLY

SECTION 1: TREE REMOVAL

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS - A TREE UNDER 5.9"	TREE	2	\$ 25.00	\$ 50.00
CLASS - B TREE BETWEEN 6" - 12.9"	TREE	76	\$ 135.00	\$10,260.00
CLASS - C TREE BETWEEN 13" - 20.9"	TREE	30	\$ 265.00	\$7,950.00
CLASS - D TREE BETWEEN 21" - 30.9"	TREE	10	\$ 395.00	\$5,950.00
CLASS - E TREE 31" AND OVER	TREE	2	\$1,300.00	\$2,600.00
TOTAL				\$26,810.00

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

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS - A TREE UNDER 5.9"	TREE	1	\$ 24.00	\$ 24.00

PROPOSAL

CLASS - B TREE BETWEEN 6" - 12.9"	TREE	75	\$ 40.00	\$ 3,000.00
CLASS - C TREE BETWEEN 13" - 20.9"	TREE	29	\$ 105.00	\$ 3,045.00
CLASS - D TREE BETWEEN 21" - 30.9"	TREE	9	\$ 180.00	\$ 1,620.00
CLASS - E TREE 31" AND OVER	TREE	1	\$ 260.00	\$ 260.00
TOTAL				\$ 7,949.00

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: PRUNING

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CLASS - A TREE UNDER 5.9"	TREE	2	\$ 25.00	\$ 50.00
CLASS - B TREE BETWEEN 6" - 12.9"	TREE	3	\$ 65.00	\$ 195.00
CLASS - C TREE BETWEEN 13" - 20.9"	TREE	5	\$ 95.00	\$ 475.00
CLASS - D TREE BETWEEN 21" - 30.9"	TREE	4	\$ 120.00	\$ 480.00
CLASS - E TREE 31" AND OVER	TREE	2	\$ 135.00	\$ 270.00
TOTAL				\$ 1,470.00

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

PROPOSAL

SCHEDULE OF PRICES (CONT'D)

QUANTITIES ARE ESTIMATES ONLY

SECTION 4: BROKEN LIMB REMOVAL*

	HOURLY RATE
Broken Limb Removal	\$ 270.00

The Hourly Rate for BROKEN LIMB REMOVAL shall include all work described in Section IX. BROKEN LIMB REMOVAL of the Special Provisions (Attachment A)

SECTION 5: EMERGENCY SERVICE*

	HOURLY RATE
Daytime Emergency Work	\$ 395.00
Off-Hours Emergency Work	\$ 595.00

The Hourly Rate for EMERGENCY SERVICE shall include all work described in Section XI. EMERGENCY SERVICE of the Special Provisions (Attachment A)

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	\$ 26,810.00
2	SUM OF ALL VALUES STUMP REMOVAL	\$ 7,949.00
3	SUM OF ALL VALUES FOR PRUNING	\$ 1,470.00
SUM VALUES IN NUMBERS 1, 2, & 3		\$ 36,229.00

*not included in calculating total price proposal

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".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Village of Grayslake

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/24/14 Policy No. WCN 30287

Endorsement No.

Insured: McGinty Bros Inc

Premium \$

Company: FLORISTS MUT INS CO

Countersigned By



WC 00 03 13
(Ed. 4-84)

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":

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

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1. ONGOING OPERATIONS:

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- (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.

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- whichever is less.

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

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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.

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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".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

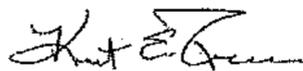
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Village of Grayslake

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 02/24/14 Policy No. WCN 30287 Endorsement No.
Insured: McGinty Bros Inc Premium \$
Company: FLORISTS MUT INS CO Countersigned By



WC 00 03 13
(Ed. 4-84)