

VILLAGE OF GRAYSLAKE

CONTRACT

2016 TREE MAINTENANCE PROGRAM

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Landscape Concepts Management, Inc. ("Bidder")
Principal Office Address 31745 N. Alleghany Road, Grayslake, IL. 60030
Local Office Address 31745 N. Alleghany Road, Grayslake, IL. 60030
Contact Person Juan Gonzales Telephone Number 847.812.3036

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. Special Provisions

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 herewith. 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 Owner 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 Owner repair or replace, damage done to, and any loss or injury suffered by, the Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Owner 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 Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Owner, 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. Owner 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;

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.

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 Owner 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 Owner, the Owner'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 Owner'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 Owner, 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 Owner's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Owner 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 Owner. Such policies shall name the Owner as an additional insured and cancellation notice recipient, including without limitation naming the Owner 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 Owner. 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 Owner within thirty (30) days after Bidder receives such notice from the Owner. 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 Owner, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Owner, 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 Owner with a copy of the actual additional insured endorsement demonstrating that the Owner is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Owner 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 Owner 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

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Owner

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 Owner 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 Owner.

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 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 Owner or with any other unit of state or local 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 Owner 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 Owner reserves the right to reject any and all bids, reserves the right to reject the low price 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 Owner'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 Owner 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 Owner, whether before or after the Owner's acceptance of this

Contract/Proposal; nor any information or data supplied by the Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any order by the Owner 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 Owner; nor any extension of time granted by the Owner; nor any delay by the Owner in exercising any right under this Contract/Proposal; nor any other act or omission of the Owner 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 Owner.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their

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 Owner.

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 Owner 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.

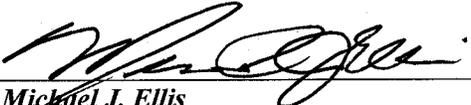
DATED this 15th day of March, 2016.

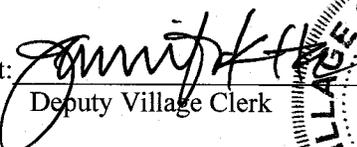
ACCEPTANCE

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 15th day of March, 2016.

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

UBK
By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



The seal is circular with a double-line border. The outer ring contains the text "VILLAGE OF GRAYSLAKE" at the top and "ILL" at the bottom. The inner ring contains the text "CORPORATE" at the top and "SEAL" at the bottom. A five-pointed star is positioned at the bottom center of the seal.

**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: 2016 Tree Maintenance Program
- II. Work Site: Grayslake, IL 60030
- 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: April 30, 2017
- 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

ATTACHMENT A

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.

VII. Per Diem Administrative Charge:

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

VIII. Contract Bonds Required:

NO

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

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

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

SECTION 1: TREE REMOVAL

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|------------------------------------|------|----------|-------------|--------------------|
| CLASS - A TREE UNDER 5.9" | TREE | 2 | \$ 45.00 | \$ 90.00 |
| CLASS - B TREE BETWEEN 6" - 12.9" | TREE | 6 | \$ 75.00 | \$ 450.00 |
| CLASS - C TREE BETWEEN 13"- 20.9" | TREE | 6 | \$ 260.00 | \$ 1,560.00 |
| CLASS - D TREE BETWEEN 21" - 30.9" | TREE | 4 | \$ 700.00 | \$ 2,800.00 |
| CLASS - E TREE 31" AND OVER | TREE | 2 | \$ 1,350.00 | \$ 2,700.00 |
| TOTAL | | | | \$ 7,600.00 |

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 | \$ 50.00 | \$ 50.00 |
| CLASS - B TREE BETWEEN 6" - 12.9" | TREE | 6 | \$ 60.00 | \$ 360.00 |
| CLASS - C TREE BETWEEN 13"- 20.9" | TREE | 6 | \$ 90.00 | \$ 540.00 |
| CLASS - D TREE BETWEEN 21" - 30.9" | TREE | 3 | \$ 100.00 | \$ 300.00 |
| CLASS - E TREE 31" AND OVER | TREE | 1 | \$ 115.00 | \$ 115.00 |
| TOTAL | | | | \$ 1,365.00 |

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 | \$ 45.00 | \$ 90.00 |
| CLASS – B TREE BETWEEN 6" – 12.9" | TREE | 3 | \$ 50.00 | \$ 150.00 |
| CLASS – C TREE BETWEEN 13" - 20.9" | TREE | 5 | \$ 65.00 | \$ 325.00 |
| CLASS – D TREE BETWEEN 21" – 30.9" | TREE | 4 | \$ 75.00 | \$ 300.00 |
| CLASS – E TREE 31" AND OVER | TREE | 2 | \$ 95.00 | \$ 190.00 |
| TOTAL | | | | \$ 1,055.00 |

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).

SECTION 4: TREE PLANTING

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|----------------------------------|------|----------|------------|------------|
| TREE PLANTING (2"-3" IN CALIPER) | TREE | 7 | \$ 95.00 | \$ 665.00 |

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

SECTION 5: EAB RELATED WORK*

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|--|------|----------|------------|---------------------|
| TREE REMOVAL -- CLASS B TREE BETWEEN 6"-12.9" | TREE | 24 | \$ 70.00 | \$ 1,680.00 |
| TREE REMOVAL -- CLASS C TREE BETWEEN 13"-20.9" | TREE | 24 | \$ 195.00 | \$ 60.00 |
| STUMP REMOVAL -- CLASS B TREE 6"-12.9" | TREE | 24 | \$ 60.00 | \$ 1,440.00 |
| STUMP REMOVAL -- CLASS C TREE 13"-20.9" | TREE | 24 | \$ 90.00 | \$ 2,160.00 |
| PRUNING -- CLASS C TREE BETWEEN 13"-20.9" | TREE | 10 | \$ 65.00 | \$ 650.00 |
| TOTAL | | | | \$ 10,610.00 |

The Unit Price for EAB RELATED WORK shall be per TREE and include all work described in Sections VII and VIII TREE REMOVAL AND STUMP REMOVAL and PRUNING of the Special Provisions (Attachment A). *Alternative work: do not include in Total Contract Price*

SECTION 6: BROKEN LIMB REMOVAL*

| | HOURLY RATE |
|---------------------|--------------------|
| Broken Limb Removal | \$ 55.00 |

The Hourly Rate for BROKEN LIMB REMOVAL shall include all work described in Section X. BROKEN LIMB REMOVAL of the Special Provisions (Attachment A). *Alternative work: do not include in Total Contract Price*

SECTION 7: EMERGENCY SERVICE*

| | HOURLY RATE |
|--------------------------|--------------------|
| Daytime Emergency Work | \$ 65.00 |
| Off-Hours Emergency Work | \$ 95.00 |

The Hourly Rate for EMERGENCY SERVICE shall include all work described in Section XI. EMERGENCY SERVICE of the Special Provisions (Attachment A). *Alternative work: do not include in Total Contract Price*

Please complete total price proposal on next page.

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 | \$ 7,600.00 |
| 2 | SUM OF ALL VALUES STUMP REMOVAL | \$ 1,365.00 |
| 3 | SUM OF ALL VALUES FOR PRUNING | \$ 1,055.00 |
| 4 | SUM OF ALL VALUES FOR TREE PLANTING | \$ 665.00 |
| | SUM VALUES IN SECTIONS 1, 2, 3, & 4 | \$ 10,685.00 |

Section 5.6. & 7 items are not included in calculation for total bid

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, 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 installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
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.

All claim or right to (if applicable) 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.

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 maintenance services as listed in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work on or around May 1, 2016 through April 30, 2017.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of providing Tree Maintenance services as listed herein for the Village of Grayslake (referred to as "Village").

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 Village representative. 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 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

ATTACHMENT C

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 Village representative.

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 Village representative.

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 Village representative, immediately at the time of the incident.

In the event the Contractor damages any public property, the Contractor shall notify the Village representative, 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 Village representative.

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 Village representative, the Village may, at its own discretion, complete said repairs or corrections and the Contractor shall be held liable for all associated repair costs including any and all Village of Grayslake staff time associated with completion of this repair or correction.

VI. SUPERVISION AND SCHEDULING OF WORK

The Contractor shall consult with the Village representative concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Village representative. 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 Village representative. 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 Village representative 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 Village representative 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.

ATTACHMENT C

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 Village representative 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. PRUNING (REMOVAL OF DEAD, DYING, DISEASED, INTERFERING, OBJECTIONABLE, AND WEAK BRANCHES)

Pruning shall consist of the removal of the described branches on the main trunks and limbs inside the leaf area and any that extend beyond this area. Pruning of all trees, except American Elms, will be accomplished using the Class II Prune method as described by the Tree Care Industry Association (formerly the National Arborist Association). All American Elms will be pruned using the Class I Prune as described by the Tree Care Industry Association. Pruning techniques shall adhere to ANSI Standard A-300 and Z133.1.

Any structural weakness or defect including but not limited to, decayed trunk or branches, split trunks or branches, shall be reported to the Village representative immediately, before trimming operations begin. The Village will inspect the tree and direct the Contractor as to the disposition of the tree; trim, removal work, skip, remove, etc.

In the event a tree or trees cannot be pruned, they shall be inventoried, inspected for hazards, and stated reason for not being pruned.

Any questions as to trimming practices, procedure, or measurement of trees for payment shall be resolved by the Village representative and the decision shall be considered final.

IX. TREE PLANTING

The Village is seeking a contractor to plant new trees at various public locations throughout the community. Trees will be approximately 2" to 3" in diameter. This proposal should include the cost of all equipment, materials and labor necessary to transport new trees (as necessary) from a location in the municipality (e.g. Village Public Works lot) to the planting site, plant the tree, and restore the site after planting by replacing sod, mulch, or other material. The Village representative will provide a map of locations of where new trees shall be planted. This quantity of trees for planting is an

ATTACHMENT C

estimate and subject to change. Should a tree be damaged during the transport or planting process, the contractor is responsible for reimbursing the Village for the cost of a new tree. The Village is responsible for the supply of new trees to be planted.

X. BROKEN LIMB REMOVAL

Contractor may be contacted to remove and prune broken or severely damaged limb(s).

XI. EMERGENCY SERVICE

On occasion, due to wind storms or other emergencies, various trees require immediate removal or limbing out to ensure public safety. If such conditions exist, the Village will notify the contractor that an emergency exists. Upon notice, the Contractor will provide crews within 2 hours to the site. The services shall be provided at an hourly rate per man hour and include any and all equipment needed to perform the work to the satisfaction of the Village representative. A separate rate for daytime emergency work (Monday through Friday, 7:00 a.m. to 5:30 p.m.), and off hours emergency work shall be provided. Required equipment may include, but is not be limited to, chipper truck, grapple loader, and aerial lift truck.

XII. 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.

XIII. NOTICE OF WORK

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

XIV. 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.

ATTACHMENT C

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 Village representative 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 Highways.

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

XV. 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.

XVI. PAYMENT

Payment will be made upon satisfactory completion of the Work as determined by the Village representative.

Invoicing shall be allowed only after entire tree and stump is removed and properly disposed of in accordance with this Contract.

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 |

ATTACHMENT C

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 the examples listed below, and shall be approved by the Village representative.

Date of Service

Type of Service

- tree removal w/ stump removal
- tree removal w/o stump removal
- stump removal
- pruning
- broken limb removal
- emergency service
- tree planting

Address of Service

DBH

Species

Cost

Comments

For Emergency Service, in addition to the information listed above, all invoices shall include the start time, end time, and number of man hours spent on-site at each Emergency Service call. Payment for Emergency Service shall be paid in 15 minute increments.

XVII. FUNDING SOURCE

This maintenance activity is funded by Motor Fuel Tax Revenues and is subject to all requirements set forth by the State of Illinois. Alternative items are funded by a separate account.

XVIII. SCHEDULE OF QUANTITIES

The tables below represent estimated quantities provided by each Village. The quantities listed below are the quantities included in the Schedule of Prices. The approximate

ATTACHMENT C

quantities set forth in the table below for each item are estimates by the Village ONLY and the Village reserves the right to increase or decrease such quantities based on the Standard Specifications.

| Item No. | Item Description – Tree Removal | Unit | Quantity |
|-----------------|--|-------------|-----------------|
| 01 | Class A Under 5.9” | Tree | 2 |
| 02 | Class B 6” – 12.9” | Tree | 6 |
| 03 | Class C 13” – 20.9” | Tree | 6 |
| 04 | Class D 21” – 30.9” | Tree | 4 |
| 05 | Class E 31” & Over | Tree | 2 |

| Item No. | Item Description – Stump Removal | Unit | Quantity |
|-----------------|---|-------------|-----------------|
| 01 | Class A Under 5.9” | Tree | 1 |
| 02 | Class B 6” – 12.9” | Tree | 5 |
| 03 | Class C 13” – 20.9” | Tree | 5 |
| 04 | Class D 21” – 30.9” | Tree | 3 |
| 05 | Class E 31” & Over | Tree | 1 |

| Item No. | Item Description – Pruning | Unit | Quantity |
|-----------------|-----------------------------------|-------------|-----------------|
| 01 | Class A Under 5.9” | Tree | 2 |
| 02 | Class B 6” – 12.9” | Tree | 3 |
| 03 | Class C 13” – 20.9” | Tree | 5 |
| 04 | Class D 21” – 30.9” | Tree | 4 |
| 05 | Class E 31” & Over | Tree | 2 |

ATTACHMENT C

| Item No. | Item Description | Unit | Quantity |
|----------|------------------------------------|------|----------|
| 01 | Tree Planting (2" – 3" in caliper) | Tree | 7 |

ALTERNATIVE EAB TREE MAINTENANCE

Alternative work: do not include in Total Contract Price

| Item No. | Item Description | Unit | Quantity |
|----------|-------------------------------------|------|----------|
| *1a | Tree Removal (Class B 6" – 12.9") | Tree | 24 |
| *2a | Tree Removal (Class C 13" – 20.9") | Tree | 24 |
| *3a | Stump Removal (Class B 6" – 12.9") | Tree | 24 |
| *4a | Stump Removal (Class C 13" – 20.9") | Tree | 24 |
| *5a | Pruning (Class C 13" – 20.9") | Tree | 10 |

