Ordinance No. 2024 - 4471

ORDINANCE AUTHORIZING AND APPROVING AN AWARD OF CONTRACT TO ADVANCED TREE CARE, INC. FOR 2025 TREE MAINTENANCE SERVICES

WHEREAS, the Village of Barrington (hereinafter sometimes referred to as the "Village"), Cook and Lake Counties, Illinois, has solicited sealed competitive bids for Tree Maintenance services for contract years 2025, 2026, 2027, and 2028; and

WHEREAS, on November 18, 2024, the Village opened the three (3) sealed bids received in response to the Village's solicitation for competitive bids, which bid results are listed below:

Contractor	Total Amount of Bid For All Four(4) Contract Years
R. W. Hendricksen Tree Care	$815,511.00
Trees "R" Us, Inc.	$593,886.75
Advanced Tree Care, Inc.	$472,350.00

WHEREAS, Advanced Tree Care, Inc., 600 Industrial Avenue, Lincolnshire, Illinois 60069, submitted the lowest qualified bid to the Village in response to the Village's solicitation for competitive bids, as follows:

For the Contract Year 2025	$115,650.00
For the Contract Year 2026	$115,650.00
For the Contract Year 2027	$120,525.00
For the Contract Year 2028	$120,525.00
Four Year Contract Total:	$472,350.00

WHEREAS, Advanced Tree Care, Inc. is, therefore, the lowest responsible bidder for the contract year 2025 Tree Maintenance services; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that the Village accept the bid of Advanced Tree Care, Inc. and award a contract to Advanced Tree Care, Inc. for tree maintenance services for the contract year 2025, i.e., January 1, 2025 through December 31, 2025, and thereafter, at the discretion of the Village, to award to Advanced Tree Care, Inc. additional one (1) year contracts for tree maintenance services for the contract years 2026, 2027, and 2028, as well as have the option to thereafter award to Advanced Tree Care, Inc. two (2) additional one-year contract extensions:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby deemed to constitute the findings of the Corporate Authorities.

SECTION 2: The Village does hereby award a contract to Advanced Tree Care, Inc. of Lincolnshire, Illinois to provide Tree Maintenance Services to the Village for the 2025 season for the period from January 1, 2025 through December 31, 2025 (unless the contract is terminated earlier by the Village) in the amount of $115,650.00, all in accordance with all of the Contract Documents which are attached hereto as Group Exhibit A and thereby made a part hereof, and thereafter, at the discretion of the Village, to award to Advanced Tree Care, Inc. additional one (1) year contracts for tree maintenance services for the contract years 2026, 2027, and 2028, as well as have the option to thereafter award to Advanced Tree Care, Inc. two (2) additional one-year contract extensions.

SECTION 3: The Corporate Authorities of this Village hereby approve and accept the aforesaid bid of Advanced Tree Care, Inc. of Lincolnshire, Illinois ("the Contractor") and award a Contract to the Contractor to provide the labor, services, and materials for Tree Maintenance Services for the 2025 season at the prices specified in the Contractor's Bid with an aggregate not-to-exceed Contract amount of $115,650.00, all in accordance with the terms, conditions, and specifications set forth in the Contract Documents, which Contract Documents shall be in substantially the form attached hereto as Group Exhibit A and thereby made a part hereof.

SECTION 4: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to attest and to deliver to the Contractor an executed Contract in accordance with the provisions of this Ordinance, the Contractor's Bid, and all of the other Contract Documents (Group Exhibit A), and to do all things necessary and essential including the execution and delivery of any other documents and certificates to implement the Contract as herein authorized.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 16 DAY OF December, 2024 BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS NONE

ABSENT NONE

ABSTAIN NONE

APPROVED THIS 16 DAY OF December, 2024

Karen Y Darch

Karen Darch, Village President

ATTESTED AND FILED THIS
16 DAY OF December, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

2025 TREE MAINTENANCE SERVICES
CONTRACT DOCUMENTS

A. Request and Invitation for Bids (Document A)
B. General Instructions and Information on Request for Bids (Document B)
C. General Contract Conditions (Document C)
D. Agreement and Signature Sheet (Document D)
E. Detailed Specifications for Tree Maintenance (Document E)
F. Contractor's Proposal (Document F), consisting of Proposals for 2025, 2026, 2027, and 2028
G. Bid Bond (Document G)
H. Performance and Payment Bond (Document H)
I. Contractor's Certification/Eligibility to Bid (Document I)
J. Affidavit Re: Delinquent Taxes (Document J)
K. Notice of Award (Document K)
L. Notice to Proceed (Document L)
M. Certificate(s) of Insurance (Document M)

VILLAGE OF BARRINGTON
REQUEST FOR BIDS
FOR ANNUAL TREE MAINTENANCE CONTRACTS
(Document A)

Sealed Bids for four separate (4) one-year contracts for the calendar years 2025, 2026, 2027 and 2028, Annual Tree Maintenance Contracts are being requested and shall be received by the Village of Barrington, Illinois (hereinafter referred to as the "Owner" or the "Village") on or before, but not later than 10:00 A.M. on the 18th day of November, 2024, at the Public Works Department, 300 North Raymond Avenue, Barrington, Illinois 60010-4399 and immediately thereafter all Bids shall be publicly opened and the Bid prices read aloud.

Sealed envelopes or packages containing Bids shall be marked or endorsed "Annual Tree Maintenance Contracts for Calendar Contract Years 2025, 2026, 2027, and 2028" and delivered to The Village of Barrington Public Works, 300 North Raymond Avenue, Barrington, Illinois, and the envelope should bear on the outside the name of the proposed contractor (including the full, correct name, address, and telephone number of the proposed contractor's corporation) and the proposed contractor's Illinois business license number. No Bid shall be considered unless it is made on the Bid Form, which may be furnished with the contract documents unless otherwise specified. The Bid Form submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the Bid.

SCOPE OF WORK (Brief Description):
The Contractor shall provide tree maintenance service, including but not limited to emergency storm damage responses, hazardous tree removal, nuisance and diseased tree removal, district & special tree trimming, pesticide and fertilization application, plant health care including hazard tree assessment and plant health evaluations, & must be available 24/7, 365 days a year. For a more comprehensive description of the proposed work, please refer to Section 1.2, "Scope of Work", in the Detailed Specifications for Tree Maintenance, which are part of the Bid documents.

All eligible contractors shall have a minimum of five (5) years' experience maintaining commercial and/or municipal sites of equal or greater size and of similar contract maintenance specifications. The main office and equipment yard of all proposed contractors shall be located no farther than 15 miles from the Village of Barrington, IL, as measured using the latest version of Google Maps. No contractor may use a satellite office, yard or other facility to meet this criterion.

The initial term of the proposed Tree Maintenance Contract shall be from January 1, 2025 through December 31, 2025, and may be renewed at the Village's discretion for subsequent one (1) year terms for the 2026, 2027, and 2028 calendar years. The Village of Barrington reserves the right to extend this contract for a period of up to two additional years after calendar year 2028 provided the contractor has provided satisfactory performance and agrees to maintain the original bid price. Bid prices for the initial 2025 contract year shall be valid for at least sixty (60) days from the date of the bid opening or as otherwise specified on the bid proposal form. The successful bidder shall also be required to keep their respective separate bids for the contract years 2026, 2027 and 2028 open until January of each such contract year.

The Village encourages minority and/or disadvantaged business firms to submit bids on the Project and successful contract bidders are encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

It is the intent of the Village to make contract award(s) to the lowest responsible bidder whose bid(s) properly address and comply with the Invitation for Bids and is most advantageous to the Village, price and other factors considered. However, the Village reserves the right to reject any bid for failure to comply with all requirements of this Notice or any of the Contract Documents; however, the Village may waive any minor defects or informalities at its discretion. The Village may accept, in writing, one of the bids for the contract year 2025, or reject all of the bids, within sixty (60) days from the opening of bids or such longer time as stated in the bid documents or such time as agreed to by the Village and one or more proposed contractor(s). The successful bidder shall also be required to keep their respective separate bids for the contract years 2026, 2027 and 2028 open until January of each such contract year. The Village further reserves the right to award a Contract which, in its judgment, is in the best interest of the Village.

Bid documents and specifications can be found and downloaded from the Village's website at:

https://www.barrington-il.gov/government/departments/public-works/requests-for-qualifications-proposals

Dated at Barrington, Illinois, this 21 day of October 2024.

Tony Ciganek, Village Clerk

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
GENERAL INSTRUCTIONS AND INFORMATION ON REQUEST FOR BIDS
(Document B)

TO ALL PARTICIPANTS:

CONTRACTOR QUALIFICATIONS

All eligible contractors shall have a minimum of five (5) years' experience maintaining commercial and or municipal sites of equal or greater size and of similar contract maintenance specifications. As part of their respective bids, each contractor shall provide to the Village a listing of current municipal and/or commercial accounts, including contact information, site description, and type of maintenance as well as a list of their present clients, which includes a name of contact, address, and telephone number.

The main office and equipment yard of all proposed contractors shall be located no farther than 15 miles from the Village of Barrington, IL as measured using the latest version of Google Maps. No contractor may use a satellite office, yard or other facility to meet this criterion.

SUBMITTALS

Failure or refusal to submit all required bid documentation shall disqualify the bid and be grounds not to accept a Bid.

Bids shall be received by the Public Works Department of the Village of Barrington (herein called the "Village" or the "Owner") at 300 North Raymond Avenue, Barrington, Illinois 60010, until 10:00 A.M. on the 18th day of November, 2024, and at that time will be publicly opened and the bid prices read aloud, and action to award a contract will be considered within sixty (60) days thereafter.

Bids shall be delivered by the time and to the place stipulated in the Request for Bids. It is the sole responsibility of the Contractor to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the contractor unopened.

Each bid must be submitted in a sealed envelope addressed to Village of Barrington Public Works, 300 North Raymond Avenue, Barrington, Illinois 60010-4399, "Annual Tree Maintenance Contracts for Calendar Contract Years 2025, 2026, 2027, and 2028". Each sealed envelope containing a bid must be plainly marked on the outside as Bid for and the envelope should bear on the outside the name of the Contractor, his address, telephone number, his Illinois business license number, if applicable, and the name of the project for which the Bid is submitted. The Village may accept, in writing, one of the proposals for the contract year 2025, or reject all of the proposals, within sixty (60) days from the opening of proposals or such longer time as stated in the proposal documents or such time as agreed to by the Village and one or more proposed contractor(s). The successful bidder shall also be required to keep their respective separate bids for the contract years 2026, 2027 and 2028 open until January of each such contract year.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required. The Bid Form submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the Bid.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for ten percent (10%) of the total amount of the 2025 Bid. As soon as the Bid prices have been compared, the OWNER shall return the Bond of all, except the three lowest responsible Contractors. When the Agreement is executed the bonds of the two remaining unsuccessful Contractors shall be returned. The Bond of the successful Contractor shall be retained until the Performance and Payment Bond has been executed and approved and the proper Certificate of Insurance is received, after which it shall be returned. A certified check, payable to the Village of Barrington, may be used in lieu of a Bond.

Attorneys-in-fact who sign the Performance and Payment Bond must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded shall be required to execute the Agreement and obtain a Performance and Payment Bond in the amount of **125% of the value of the contract within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the Contractor.** The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Contractor to execute the Agreement, the OWNER may at its option consider the Bid in default; in which case the Bond accompanying the Bid shall become the property of the OWNER.

Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.

PREPARATION

Each Contractor is responsible for inspecting the sites and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Contractor to do any of the foregoing shall in no way relieve any Contractor from any obligation in respect to his Contract.

Contractors must satisfy themselves of the accuracy of the estimated quantities in the Contract schedule by examination of the site. After Bids have been submitted, the Contractor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply throughout the Contract.

The Contract Documents contain the provisions required for the completion of the proposed work. Information obtained from an officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

AWARD

The Village may make such investigations as he deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village reserves the right to reject any Contractor if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Village that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

The Village within ten (10) days of receipt of acceptable Bonds, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

The Village reserves the right to increase or decrease the quantities of work to be performed. Increases or decreases in quantities included in the Contract shall be added or deducted from the Contract at prices agreed upon by the Village.

Each proposed contractor shall provide a list of not less than ten (5) similar work in terms of size and scope of services for which they were awarded contracts under which they have performed during the past five (5) years, including contact information of the owners or customers. The past performance of each proposed contractor as revealed by a review and investigation of this and additional information shall be considered in determining the most qualified and responsible Contractor.

Items such as the Bid Price(s), past performance of the proposed contractor, proposed contractor capabilities as represented by the proposed contractor's past completed projects, the proposed contractor's equipment and manpower services, proposed contractor's credit worthiness, the proposed contractor's corporate standing with the Illinois Secretary of State,

and the manner of Bid preparation shall be considered during the review of the Bid documents and in determining the lowest responsible proposed contractor.

GENERAL INSTRUCTIONS

These General Instructions may be modified by the attached Detailed Specifications prepared by the Village, which are attached hereto and thereby made a part hereof. To the extent the 2025 - 2028 Tree Maintenance Contracts Detailed Specifications are inconsistent with these General Instructions, the Detailed Specifications shall govern and control.

1. FORMS
   Bid forms are furnished by the Village. All Bids must be submitted on the furnished forms and must be complete for consideration as an acceptable Bid. They should be properly signed and submitted in a sealed envelope. All Bids must be delivered as stated in the Request for Bids.

2. TIME FOR RECEIVING BIDS
   Bids received prior to the time of opening shall be securely kept by the Village. The Village shall not be responsible for the premature or non-opening of a Bid if not properly addressed and identified, except as otherwise provided by law.

3. QUESTIONS REGARDING SPECIFICATIONS
   Any questions regarding the General Instructions to Bidders and the Detailed Specifications shall be directed to Andrew Thickpenny at the Department of Public Works, via e-mail at VOBPW@barrington-il.gov, no later than at the end of business, one week (5 business days) before the date for the opening of bids. **Therefore, the last day to submit questions is Monday, November 11, 2024, at 3:00pm.**

4. AWARD OR REJECTION OF BID
   Except as otherwise provided by law, the President and Board of Trustees of the Village reserve the right to reject any or all Bids and/or to waive any informality or minor irregularity in the Bids received. The Village shall accept, in writing, one of the Bids or reject all Bids within sixty (60) days from the opening of Bids or such longer time as the Village and Contractor agree.

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
GENERAL CONTRACT CONDITIONS
(Document C)

GENERAL CONTRACT CONDITIONS

All workers shall wear safety vest, approved by the Village, when operating on behalf of the Village within or on any rights-of-way within the Village of Barrington.

1. All work shall be performed by trained, supervised personnel of the Contractor in accordance with current Arboriculture and Horticultural Practices & Standards.

2. Adequate personnel and equipment shall be provided to permit the timely completion of all work.

   For purpose of communication between Village representatives and the Contractor, each of the Contractor's crews shall have at least one (1) person who speaks fluent English.

3. All debris shall be removed from the site at the end of each day where work is performed.

4. The Contractor is required to comply with all applicable Federal, State, County, and Village laws and ordinances.

5. The Contractor shall furnish and provide any and all necessary traffic control related to any and all tree work.

6. The Contractor shall be solely responsible for contacting and coordinating with any and all utility companies and/or utility agencies with regard to the completion of any and all assigned tree maintenance work, including but not limited to contacting J.U.L.I.E. to identify any and all buried utilities.

7. Routine inspections of the maintenance work shall be made by the Village throughout the contract term. Any and all work not completed by the contractor to the specifications of this contract as identified by the Director of Public Works or his designated representative shall be given to the contractor and shall be completed to the satisfaction of the Village. No payment shall be made until all of the unfinished work is completed to the satisfaction of the Village.

8. Contractor shall bill the Village monthly for the work performed within that month as specified in the Contract. Invoices shall be sent at the end of a completed month's work.

9. Contractor shall not bill the Village for maintenance that had to be redone because of Contractor's neglect to meet the Specifications of the Contract or for work not performed to the reasonable satisfaction of the Village.

10. Payments to the Contractor shall be made on a monthly basis within sixty (60) days of receipt of invoices, provided all work for that month that has been completed and approved by the Village, subject to the terms and conditions of the Illinois Local Government Prompt Payment Act.

11. All decisions regarding contract information, assigned work, performance standards and payment, and any other topics related to this contract shall be made by the Director of Public Works or his designated representative and his decision shall be considered binding and final.

12. The Contractor shall comply with the Detailed Specifications for Annual Tree Maintenance which are attached hereto and are thereby made a part hereof.

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND

_____FOR _____
(Document D)

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this _____ day of _____, 20__, by and between Village of Barrington (hereinafter referred to as "VILLAGE") and _____ (hereinafter referred to as "Contractor/Vendor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the _____ (hereinafter referred to as "Project" ", the "Work", or the "Services") as set forth on the Contractor/Vendor's Proposal No. _____ dated _____, 20__, (the "Contractor/Vendor's Proposal"), a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor's Proposal dated _____, 20__, and/or any Purchase Order issued by the Village shall be part of the Contract Documents.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:
   ☐ The Contractor/Vendor's Proposal No. _____, and dated _____ 20___; and/or
   ☐ Village of Barrington Purchase Order No. _____.
   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project")

2. Payment:
   A. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor as compensation for all Work required by this Agreement as follows:

      ☐ the amount(s) set forth on Exhibit A (the "Contractor/Vendor's Proposal");
      ☐ the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
      ☐ a not-to-exceed amount of $_____ ("Contract Price")

   B. Invoices for Payments: The Contractor/Vendor agrees to and shall prepare and submit:

      ☐ an invoice to the Village upon completion of and approval by the Village of the Work; or
      ☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act).The Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Performance and Payment Bond: If the Contract Price is over $50,000.00, prior to commencement of any Work on the Project, the Contractor/Vendor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:

   A. Request for Bids (Document A)
   B. General Instructions and Information on Request for Bids (Document B)
   C. General Contract Conditions (Document C)
   D. Agreement and Signature Sheet (Document D)
   E. Detailed Specifications for Tree Maintenance (Document E)
   F. Contractor's Proposal (Document F), consisting of Proposals for 2025, 2026, 2027, and 2028
   G. Bid Bond (Document G)
   H. Performance and Payment Bond (Document H)
   I. Contractor's Certification/Eligibility to Bid (Document I)
   J. Affidavit Re: Delinquent Taxes (Document J)
   K. Notice of Award (Document K)
   L. Notice to Proceed (Document L)
   M. Certificate(s) of Insurance (Document M)

   In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than January 1, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

6. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

7. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

9. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.

10. Permits and Licenses: The Contractor/Vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor/Vendor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.

B. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.

C. Within ten (10) business days after the Contractor/Vendor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor/Vendor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor/Vendor and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor/Vendor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Contractor/Vendor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

12. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of $1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per accident for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor/Vendor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor/Vendor's coverage rather than under the coverage of the Village of Barrington, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Barrington, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor's employee).

(v) ☐ Builder's Risk Property Coverage with "Village of Barrington" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)

(vi) ☐ Environmental Impairment/Pollution Liability Coverage: $1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

(vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. Verification of Coverage: Contractor/Vendor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work

commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.

M. Notice of Bodily Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

13. Indemnity:

A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor/Vendor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor/Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.

B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Contractor/Vendor further agrees that to the extent that money is due the Contractor/Vendor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor/Vendor, its officers, directors, employees and subconsultants (collectively, Contractor/Vendor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Contractor/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Vendor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

15. Compliance with Laws: Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

16. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

17. Certifications: By the execution of this Agreement, the Contractor/Vendor certifies that: (1) the Contractor/Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Prevailing Wage Act Notice [Check box that applies]:
☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.
This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

19. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor warrants and guarantees that for a period of four (4) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor/Vendor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor/Vendor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor/Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by

the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

20. Standard Specifications:

    A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

    B. Through the course of the Project, the Contractor/Vendor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.

    C. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

22. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.

23. Village Confidential Information:

    A. Contractor/Vendor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
    B. The provisions of this Paragraph 23 shall survive any termination of the Contract.

24. Permitted Hours of Work: All construction activity is limited to a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.

25. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor's/Vendor's expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur

after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

26. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

27. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.

28. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under the Paragraphs 13 and 23 hereof shall continue after such termination.

29. Advertisement: The Contractor/Vendor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

30. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

31. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor/Vendor to conform to the Contract Documents and any such costs incurred by the Village may

also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor/Vendor pursuant to the Contract Documents.

32. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

33. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

34. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

35. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

36. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

37. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR/VENDOR
[Name] Advanced Tree Care

By: _____
[Name] President Mike Bassett
Its Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Karen Darch, Village President

ATTEST: _____
Tony Cigánek, Village Clerk

EXHIBIT A
[ATTACH]
Scope of Work (Contractor/Vendor's Proposal) dated _____, 20___
or Village Purchase Order No. _____ dated _____, 20___

EXHIBIT B
[ATTACH]
Schedule of Fees

SIGNATURE SHEET

(An Individual) Signature of Contractor _____

Business Address _____

_____

_____

(A Co-partnership) Firm Name _____

Signed By _____

Business Address _____

_____

(Insert names & addresses of all members of firm) _____

_____

Phone No. _____

_____

(A Corporation) Corporate Name Advanced Tree Care

Signed By _____

Business Address 500 Industrial Dr, Unit H, Lincolnshire, IL 60069

_____

(Corporate Seal) _____

Phone No. 847-587-8500

(Insert names of President Officers) Mike Bramucci

Secretary Mike Bramucci

Treasurer Mike Bramucci

Attest: _____
Secretary

Date: 11/18/24

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
DETAILED SPECIFICATIONS FOR TREE MAINTENANCE
(Document E)

1.0 DEFINITION OF TERMS

The following terms shall have the respective definitions set forth below in the Detailed Specifications and the other Contract Documents:

Wherever in the attached Specifications the term "the Owner" or "the Village" is used it shall be construed to mean the Village of Barrington, Illinois, a Municipal Corporation and its duly authorized representatives.

Wherever herein the term "Director" is used it shall be construed to mean the Director of Public Works of the Village of Barrington or his/her designated representative.

Wherever herein the term "Contractor" is used it shall be construed to mean the company or individual to whom the Contract for the tree maintenance work is awarded and its superintendents, workmen, agents, or assignees.

Wherever herein the term "work" or "services" is used it shall be construed to mean all phases of the operations required to complete tree maintenance as described in these Specifications.

Wherever herein the term "debris" is used it shall be construed to mean any and all material found in the work area that results from the work.

1.1 LOCATION OF WORK

The trees upon which the proposed work is to be performed are located within the corporate limits of the Village of Barrington, Illinois.

1.2 SCOPE OF WORK

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 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 Director of Public Works or his designated representative. The Contractor shall take all measures to adequately cover and protect all public and private property, in and around the area of the work to be done. 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 debris resulting from tree maintenance activities and other similarly related forestry operations shall be cleaned up before the crew leaves for the day. 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, including 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 his own disposal site for the brush and debris generated from any and all work associated with this contract.

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 by the Contractor, to the satisfaction of the Director of Public Works or his designated representative.

No person working in trees shall use shoes or spikes or any other footwear or other devices which will injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.

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 A300 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 Director of Public Works or his authorized representative.

The Contractor shall furnish an Incident Report, in duplicate, which shall be used to notify residents/property Owners and the Village of any damage resulting from tree maintenance activities performed by the Contractor. In the event the Contractor damages any private property, the Lead Person shall complete an Incident Report. A copy shall be left with the property Owner at the time of the incident and a copy shall be delivered to the Public Works Department within 24 hours of the incident. The Contractor shall notify the Director of Public Works or his designated representative, immediately at the time of the incident. In the event the Contractor damages any public property, the Contractor shall notify the Director of Public Works or his designated representative, immediately at the time of the incident. In either case, the Contractor shall take the necessary action within a ten (10) day period of time to correct and/or repair any and all damage caused by the Contractor and/or its agents at the Contractor's sole cost and expense, and it shall be the sole responsibility of the Contractor to complete and/or reimburse the Village for any and all repairs. Prior to commencement of any such repair work, the Contractor shall secure the written approval of the Director of Public Works for approval of the means and manner of any such proposed repair work.

Should the Contractor fail to take the necessary action to correct and/or repair damage caused by the Contractor and/or its agents within a reasonable period of time as directed by the Director of Public Works or his designated representative, the Village may, at its own discretion, complete said repairs or corrections and the Contractor shall be held responsible to promptly reimburse the Village for all such repairs including any and all Village of Barrington staff time associated with completion of this repair or correction.

Failure by the Contractor to either repair such damage or reimburse the Village for making such repair shall be deemed a default by the Contractor of its contract with the Village, and the Village, at its sole discretion, may withhold any payment(s) due the Contractor, may use any funds then due the Contractor to reimburse the Village for the cost of said repair, and/or may declare said contract null and void.

1.3 SUPERVISION AND SCHEDULING OF WORK

Within ten (10) days of contract award, the Contractor shall consult with the Director of Public Works, or his authorized representative, concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Director of Public Works or his designated 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 Director of Public Works or his designated representative. The Contractor must employ, on a full time basis, at least one ISA Certified Arborist.

All crews 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 inconsequential to the Contract and no fees shall be charged for this work.

1.4 EMERGENCY TREE MAINTENANCE

The Contractor shall be expected to respond to emergency tree maintenance situations throughout the Village on a 24-hour basis, 365 days a year. The Contractor will supply the Director of Public Works or his designated representative, an on call list for the firm.

- This list will include names, home phone numbers and mobile phone numbers, of no less than five (5) individuals capable of organizing and dispatching the necessary crew and equipment, so that the Village has 24 hour contact with the Contractor. The Village will only use this list for emergency situations.

- If the Contractor is unreachable or fails to call back within 30 minutes of an emergency call out, it shall be considered a breach of contract and shall be grounds for termination of the contract, **damages due the Owner of $150/per hour may be assessed to the Contractor for each hour the Contractor fails to call back after the initial call out.**

- The necessary crew and equipment to perform associated work shall respond and be on site within ninety (90) minutes of the first call out. If said crew fails to respond within the 90 minute time period, it shall be considered a breach of contract and shall be grounds for termination of the contract, **damages due the Owner of $150/per hour may be assessed to the Contractor for each hour the Contractor is not on site. Each damage hour begins 15 minutes after the 90 minute response time elapses, then 15 minutes after each subsequent hour the Contractor is late.**

- The Director of Public Works or his designated representative shall be the sole person responsible for tracking call back and response time and assessed damages and his decision shall be final and binding. It shall be responsibility of Contractor to coordinate with all other utilities for the purpose of completing tree work.

- The Contractor shall notify the Director of Public Works or his designated representative upon arrival to the job site and complete all emergency work as directed by the Director of Public Works or his designated representative. Prior to leaving the Village, the Contractor shall contact the Director of Public Works or his designated representative for further work and locations. If there is no further work, the Director of Public Works or his designated representative will release the crew.

- Hourly rate charges shall begin when the Contractor arrives **ON THE JOB SITE** and shall terminate when the crew(s) complete the work and **LEAVE THE JOB SITE.**

1.5 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 National Arborist Association. All **American Elms and Oaks** will be pruned using the ***Class I Prune*** as described by the National Arborist Association. Pruning techniques shall adhere to ANSI Standard A-300 and Z133.1.

The Contractor shall inventory all trees within a district or neighborhood. Inventories shall include but not be limited to the following items: location, size, species condition, form and defects. These inventories will be recorded and supplied to the Village on a monthly basis during the trimming cycle; a summary sheet shall be furnished to the Village. This summary sheet shall include, but not be limited to, trim year, district, size/class, inspection comments and totals. All recording forms shall be approved by the Village prior to use, and all records shall be recorded on an Excel spreadsheet, approved by the Village and provided to the Village in a format approved by the Village.

Any structural weakness or defect in a tree, observed by the Contractor and/or its crew, including but not limited to, decayed trunk or branches, split trunks or branches, shall be reported to the Director of Public Works or his designated representative immediately, prior to commencement of trimming operations.

For the purpose of pruning, the Village is divided up into Districts & Neighborhoods. One District or a Neighborhood shall be pruned annually during the winter. The Contractor shall inspect the trees within a specified District or Neighborhood for condition & defects, and said trees shall be pruned and inventoried. In the event a tree or trees cannot be pruned they shall be inventoried, inspected for hazards, and stated reason for not being pruned by the Contractor.

Trimming shall be based on available Village funds. At the end of each year, the Village will provide the Contractor a document stating the District, Section, Neighborhood, or area proposed to be trimmed. The Contractor shall review said document and provide the Village with a written estimate of the cost to perform such trimming work and an estimated dollar amount for same based upon the unit prices of their Bid. This estimate document shall serve as a general guideline only. It shall be the responsibility of the Contractor to not exceed the designated available funds for trimming. The Village shall not be held responsible for the payment of any tree trimming which exceeds the designated available trimming funds within a given year.

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

All American Elm and Oak tree trimming shall be completed between November 1 and February 15.

1.6 SPECIAL PRUNING

From time to time, the Director of Public Works or his designated representative shall request that a tree or trees be pruned. The Director of Public Works or his designated representative shall notify the Contractor of the required work and shall set a deadline for completion of said work. Should the work not be completed by the set due date, it shall be considered a breach of contract and can be, if the Director of Public Works or his designated representative chooses, grounds for termination of the Contract. Damages due the Owner of $150/day may be assessed for each day the tree pruning is not completed by the set due date.

1.7 TREE REMOVAL (REMOVAL OF DEAD, DYING, DISEASED, INTERFERING, OBJECTIONABLE, AND WEAK TREES).

The Village shall notify the Contractor via E-mail of all tree removal work. This notification will include: address, species, 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 and where necessary, trees shall be topped prior to complete removal. The removal of all trees is the responsibility of the Contractor, the disposal of which will be accomplished at his own expense and completed according to all laws and specifications as set forth in this Contract.

The Contractor shall flush cut all stumps to a height not to exceed four (4) inches above the average ground level surrounding the tree.

Trees determined by the Director of Public Works or his designated representative to **be infected with Dutch Elm Disease shall be removed within fifteen (15) days of notification to the Contractor.** Removal of such diseased trees shall also be in accordance with the applicable provisions of the Village of Barrington Village Code. Failure to remove said trees within the fifteen (15) day time frame will automatically create a breach of contract and can be, if the Public Works Director or his designated representative chooses, grounds for termination of the contract. Damages due the Owner of $150/day may be assessed for each day the tree remains within the Village, beyond the fifteen (15) day notification.

Trees determined by the Director of Public Works or his designated representative to **be infested with Emerald Ash Borer shall be removed within fifteen (15) days of notification to the Contractor**. Removal of such infested trees shall also be

in accordance with the applicable provisions of the Village of Barrington Village Code. Failure to remove said trees within the fifteen (15) day time frame will automatically create a breach of contract and can be, if the Director of Public Works or his designated representative chooses, grounds for termination of the contract. **Damages due the Owner of $150/day may be assessed for each day the tree remains within the Village, beyond the fifteen (15) day notification.**

Trees determined by the Director of Public Works or his designated representative to **be hazardous, shall be removed within five (5) days of notification to the Contractor**. Failure to remove said trees within the five (5) day time frame will automatically create a breach of Contract and can be, if the Public Works Director or his designated representative chooses, grounds for termination of the Contract. Damages due the Owner of $150/day may be assessed for each day the tree remains within the Village, beyond the five (5) day notification. **Damages due the Owner of $150/day may be assessed for each day the tree remains within the Village, beyond the five (5) day notification.**

All other trees designated for removal **shall be removed within thirty (30) days of notification to the Contractor**. Failure to remove said trees within the thirty (30) day time frame will automatically create a breach of contract and can be, if the Director of Public Works or his designated representative chooses, grounds for termination of the contract. **Damages due the Owner of $150/day may be assessed for each day the tree remains within the Village, beyond the thirty (30) day notification. Damages due the Owner of $150/day may be assessed for each day the tree remains within the Village, beyond the thirty (30) day notification.**

Stump grinding & restoration shall be required for all removed trees, unless otherwise directed.

1) The contractor shall grind/remove all exposed portions of the stump and roots to a depth that is adequate so as to return the area to meet the surrounding grade, but no less than twelve inches (12") below existing grade. Stump grinding shall include **all root flares & associated surface roots. Stump "mounds" will not be acceptable which may from time to time require grinding soil/stump areas larger that the appearing stump to return the area to meet the surrounding grade.**

2) The contractor shall be responsible to keep & leave the site neat & clean. The contractor shall return all grinding material in or on top of the existing stump location.

3) The contractor shall be responsible for repairing and/or replacing any areas damaged by the stump grinding operation, including but not limited to, tire ruts in turf, cracking asphalt and/or concrete walks, driveways, curbs.

4) The contractor shall be responsible for notifying & obtaining their own J.U.L.I.E. locates prior to any stump grinding operations.

5) All stumps shall be ground within twenty (20) days following removal.

6) All stump grindings shall be removed and topsoil installed to existing grade within five (5) days after stump grinding operations.

7) Damages due the Owner of $150/day may be assessed for each day the stump and or grindings remains within the Village, beyond the twenty-five (25) day completion date.

8) Grass seed and erosion cover shall be approved by the Village Forester or his designated representative prior to use.

9) **The contractor shall notify the adjacent property owner of restoration completion and watering requirements to ensure germination & sustainability of newly installed grass seed.**

10) Grass seed and erosion cover shall be installed within five (5) days after stump grinding operation.

Note: The installation of approved grass seed and erosion cover may be delayed at the discretion of the Director of Public Works or his designated representative for reasons including but not limited to, drought, construction, extreme cold or heat.

11) **The restored area shall have at least 80% germination of approved grasses & be free of weeds within thirty (30) days of installation.**

At the end of each month, the Contractor shall furnish a form detailing all trees removed. This form shall include, but not be limited to, removal year, district number, location, species, size, class, inches removed and totals. This form shall also be on an Excel document and shall be approved by the Village prior to use.

1.8 SPECIAL WORK

From time to time, the Director of Public Works or his designated representative shall request special work, including but not limited to, fertilization, pesticide or herbicide application, root pruning, etc. The Director of Public Works or his designated representative shall notify the Contractor of the required work and shall set a deadline for completion of said work. Should the work not be completed by the set due date, it shall be considered a breach of contract and can be, if the Director of Public Works or his designated representative chooses, grounds for termination of the Contract. Damages due the Owner of $150/day may be assessed for each day the special work is not completed by the set due date.

1.9 PRIVATE PROPERTY WORK

From time to time, the Director of Public Works or his designated representative may request the Contractor to perform various tree work on private property. This work shall include, but not be limited to, tree removal, stump grinding, root pruning, trimming, chipping, log loading, etc. The Director of Public Works or his designated representative shall notify the Contractor of the required work. The Contractor shall furnish a price and completion date for said work within five (5) days of notification. Should the work not be completed by the set due date, it shall be considered a breach of contract and can be, if the Director of Public Works or his designated representative chooses, grounds for termination of the Contract. Damages due the Owner of $150/day may be assessed for each day the private property tree work is not completed by the set due date. The Director of Public Works or his designated representative at his discretion, based on public health and safety, may establish a new due date for completion of said work.

1.10 STRUCTURES ENCOUNTERED

The Contractor shall be solely responsible and liable for all damages to any utility, structure, or area, including but not limited to natural gas, electricity, telephone, cable, 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. It is the sole responsibility of the contractor to notify the Director of Public Works or his designated representative and the affected parties immediately of any damages resulting from tree work and to coordinate any and all repairs to the satisfaction of the affected entity.

1.11 NOTICE TO DIRECTOR

Whenever the Contractor anticipates starting work, whether at the beginning of the Contract or after any cessation of work, he shall at least one (1) month previous to starting work, notify the Director of Public Works or his designated representative of his intentions to do so.

1.12 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 Owner 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 Director of Public Works or his designated representative shall determine whether or not an emergency exists and his decision shall be considered final.

In addition, all employees shall wear an approved safety vest when working within any public Rights-of-Way.

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

1.13 CHANGE OF PLANS

If the Owner 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 Owner and the Contractor.

2.0 BASIS FOR PAYMENT

2.1 EMERGENCY

The Contractor shall include a detail describing the emergency work on the Contractor's monthly invoice and shall include, but not be limited to:

Date of Service, District in Which Work Performed, Location of Work Performed, Description of Work Performed, Cost, Comments

2.2 PRUNING

The Contractor shall include a detail describing the pruning work on the Contractor's monthly invoice and shall include, but not be limited to the following example:

"Date: January 20, 2025, District II Trimming:

District	Address	Street	Side Street	Species	DBH	Comments
II	243	W Hillside Ave.	Dundee Ave	Silver Maple	23	
II	243	W Hillside Ave		Am. Elm	28	
II	237	W Hillside Ave		White Ash	18	Inspect Required – EAB?
II	237	W Hillside Ave		Norway Maple	16	Inspect Required – Cavity in main stem
II	235	W Hillside Ave		LL Linden	14	
II	235	W Hillside Ave		Freeman Maple	10	
II	235	W Hillside Ave				

Billing Summary

Quantity	Size Classification	Price/Tree	Cost
23	6" – 12"	$10.00	$230.00
14	13" – 20"	$14.00	$196.00
6	21" – 30"	$20.00	$120.00
1	31+" – 36"	$60.00	$ 60.00
44 Trees			$606.00

COMMENTS:
425 North Cook Street – 14" Hackberry - trunk decay.
303 Ela – 18" Norway maple – could not prune – Tree in overhead wires."

2.3 SPECIAL PRUNING

The Contractor shall include a detail describing the special pruning work on the Contractor's monthly invoice and shall include, but not be limited to:

Date of Service, District in Which Work Performed, Location of Work Performed, Description of Work Performed, Cost, Comments

2.4 TREE REMOVAL

The Contractor shall include a detail describing the tree removal work on the Contractor's monthly invoice. Payment will be made at the unit price per tree, according to size classifications.

Please note: per inch price is for tree removal, stump grinding, and restoration. Invoicing shall be allowed only after entire tree is removed and properly disposed of, the tree stump is ground down, and the area is restored pursuant to these Specifications, all in accordance with this Contract.

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

(a)	Small Trees	6"-12" D.B.H.
(b)	Medium Trees	13"-20" D.B.H.
(c)	Large Trees	21"-30" D.B.H.
(d)	Extra Large Trees	31" and Over D.B.H.

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 limited to the examples listed below, and shall be approved by the Director of Public Works or his designated representative to use and acceptance. Each invoice shall be accompanied by an Excel Spreadsheet as illustrated below.

Date of Service, Type of Service, District & Tree Number, Address of Service, Description of Service, Comments and Totals:

EXAMPLE:
"Date: May 31, 2025 Tree removal, District 3, Tree # 26, 123 South Cook Street, 23" Cottonwood, multi-stem, decay, overhead wires, price/inch, cost."

Removal Billing Summary – Excel Spreadsheet format

Date	Neighborhood	Address	Species	DBH	Unit Price	Total Cost
10/12/20	Jewel Park	744 Oak Rd	Cherry	21	27.50/inch	$577.50
10/15/20	Wyngate	201 Wyngate	Sugar Maple	15	$18.90/inch	$283.50
10/23/20	Hill Streets	544 Prairie Ave	Locust	35	$32.80/inch	$1,148.00
Totals			3	71		$2,009.00

2.5 SPECIAL WORK

The Contractor shall include a detail describing the special work on the Contractor's monthly invoice and shall include, but not be limited to:

Date of Service, District in Which Work Performed, Location of Work Performed, Description of Work Performed, Cost, Comments

2.6 PRIVATE PROPERTY WORK

A **separate invoice** shall be required for each private property work request. The Contractor shall include a detail describing the private property work on the Contractor's monthly invoice and shall include, but not be limited to:

Date of Service, District in Which Work Performed, Location of Work Performed, Description of Work Performed, Cost, Comments

REMINDER

NO INVOICE SHALL BE PROCESSED WITHOUT DETAILED BACKUP

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
BID BOND
CONTRACT YEAR: _____
(Document G)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Advanced Tree Care as Contractor, and Archas Group Insurance as Surety, are hereby held and firmly bound unto the Village of Barrington as "Owner" in the penal sum of $ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Contractor/Bidder has submitted to the Village of Barrington the certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing, for the "[INSERT CONTRACT YEAR] Tree Maintenance Contract".

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Contractor/Bidder shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Contractor/Bidder and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Advanced Tree Care Inc _____ DATE: 11/14/24
Contractor/Bidder

_____ DATE: 11/18/24
Surety

BY: _____

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Departments' most current list (Circular 570 as amended), must hold certificates of authority as acceptable sureties (31CFR223), and be authorized to transact business in Illinois where the project is located.

****ENCLOSE WITH BID****

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
PERFORMANCE AND PAYMENT BOND
CONTRACT YEAR: _____
(Document H)

KNOW ALL MEN BY THESE PRESENTS, that Advanced Tree Care as Principal, and Ardas Group Insurance. as Surety, are held and firmly bound unto the Village of Barrington, Illinois in the full and just sum of _____ Dollars ($_____) lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, and our officers, employees, subcontractors, and agents, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract, dated the _____ day of _____, A.D., 20__, with the Village of Barrington, Illinois for the 20__ Tree Maintenance Contract in accordance with the Contract Documents prepared by the Village or its agents, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures, or equipment furnished for the purpose of constructing and/or performing the work provided in said Contract, and shall defend, indemnify and save harmless the Village of Barrington, Illinois, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in the Specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____(SEAL)
Contractor-Principal

BY: _____
(If Individual or Firm)

ATTEST:
_____(SEAL)
(If Corporation)

_____ (SEAL)
(Surety)

ATTEST:
_____
(Surety)

[NOTE: A new Performance and Payment Bond shall be required before the start of each contract year.]

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
CONTRACTOR'S CERTIFICATION
ELIGIBILITY TO BID
CONTRACT YEAR: _____
(Document I)

The undersigned, being a duly appointed and empowered official of the Advanced Tree Cor (Company name), hereby certifies that said Advanced Tree Cor Inc (Company name) is not barred by law from submitting a Bid to the Village of Barrington for the project contemplated herein because of a conviction for prior violations of either Section 33E-3 (Bid rigging) or Section 33E-4 (Bid Rotating) of the Illinois Criminal Code of 1961.

Company Advanced Tree Cor Inc

Name Mike Gramucci

Title President

[NOTE: A new Certification of Eligibility to Bid shall be required before the start of each contract year.]

****ENCLOSE WITH BID****

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
AFFIDAVIT RE: DELINQUENT TAXES
CONTRACT YEAR: _____
(Document J)

I, Michael Bernard, being first duly sworn do hereby depose and say that I am a of President Advanced Tree Care Inc (the "Company") (or that I am an individual) and that as such officer I am authorized to make the following representations on behalf of the Company (or if an individual, on my behalf) pursuant to 65 ILCS 5/11-42.1-1.

[CHOOSE ONE]

☒ The Company (or the undersigned individual) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

☐ The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Department of Revenue but the Company is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate revenue Act.

☐ The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.

☐ The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Illinois Department of Revenue.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 14th day of Nov, 2024

[Company] Advanced Tree Care Inc

By: Mike Bernard
Title: president

SUBSCRIBED AND SWORN TO this 14th day of Nov, 2024, before me, a notary public in the State of Illinois, who hereby certifies under official seal that I am duly authorized by the laws of the State of Illinois to administer oaths in the County of LAKE in the State of Illinois.

(SEAL)

Official Seal
DIANE A LUCAS
Notary Public, State of Illinois
Commission No. 989677
My Commission Expires April 18, 2028

Diane A Lucas
Notary Public

Commission expires: April 18th 2028

[NOTE: A new Affidavit Re: Delinquent Taxes shall be required before the start of each contract year.]

****ENCLOSE WITH BID****

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
NOTICE OF AWARD
CONTRACT YEAR: _____
(Document K)

TO: _____

Project Description: 20___ Tree Maintenance Contract

The Village has considered the Bids received on _____, 20___, for the above-described work and has rendered a decision relative to the Award, favorable to your firm.

You are hereby notified that your Bid has been accepted for items in the amount of $ _____.

You are required by the Bid Package and Contract Documents to execute the Agreement and other Contract Documents and furnish the required Contractor's Performance and Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Village shall be entitled to consider all your rights arising out of the Village's acceptance of your Bid as abandoned and as a forfeiture of your Bond. The Village shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner as soon as possible.

Dated this 16 day of December 2024

VILLAGE OF BARRINGTON ("Owner" or "Village")

BY: Karen Y Darch

TITLE: Village President

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby by acknowledged by _____ this day of_____, 20___

CONTRACTOR:

By: _____

Title: _____

[NOTE: A new Notice of Award shall be required before the start of each contract year.]

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
NOTICE TO PROCEED
CONTRACT YEAR: _____
(Document L)

DATE: _____, 20___

PROJECT: 20___ Tree Maintenance Contract

TO: _____ ("Contractor")

You are hereby notified to commence work in accordance with the Agreement dated _____, 20___ on or before _____, 20___ and you are to complete the work within the prescribed time period (i.e., _____) thereafter.

The date of completion of all work is therefore, _____

Village of Barrington ("the Owner" or "the Village")

BY: Karen Y Darch

Title: Village President

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby by acknowledged by _____,

this _____ day of _____, 20___

CONTRACTOR:

By: _____

Title: _____

[NOTE: A new Notice to Proceed shall be required before the start of each contract year.]

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
CERTIFICATES OF INSURANCE
CONTRACT YEAR: _____
(Document M)

[NOTE: A new Certificate of Insurance shall be required before the start of each contract year.]

VILLAGE OF BARRINGTON
ANNUAL TREE MAINTENANCE CONTRACTS
CONTRACTOR'S BID
(Document F)

Bid of Advanced Tree Care (hereinafter called "Contractor"), organized and existing under the laws of the State of IL doing business as Advanced Tree Care for the Village of Barrington.

In compliance with your Advertisement for Bids, Contractor hereby proposes to perform all WORK necessary for the TREE MAINTENANCE in strict accordance with the CONTRACT DOCUMENTS.

By submission of this BID, the Contractor certifies, and in the case of a joint BID, each party thereto certifies, as to their own organization, that in connection with the bid:

a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor.

b. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the Contractor prior to opening, directly or indirectly to any other contractor or to any competitor.

c. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

d. The person endorsing the bid for the Contractor organization is (are) responsible within that organization for the decision as to the prices being bid and has not participated, and will not participate in any action contrary to Paragraphs a through c, above; or,

e. The person endorsing the bid for the Contractor's organization (are) responsible within that organization for the decision as to the prices being bid, but has been authorized to act as the agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs a through c, above, and as their agent shall also certify that he (she) has not participated, and will not participate in any action contrary to Paragraphs a through c above.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE OF PROCEED.

Contractor agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

****ENCLOSE WITH BID****

Total for Four One-Year Contracts:

Contract Total Trimming Amount: $138,150

Contract Total Removal Amount: $187,200

Contract Total Extra Work Amount: $147,000

Contract Total Amount: $472,350

Tree Maintenance January 1, 2025 through December 31, 2025

ESTIMATED TRIMMING: DIST IV

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	200	$ 30.00	$6,000
13-20"	Medium	200	$ 42.00	$ 8,400
21-30"	Large	175	$ 80.00	$14,000
31" & OVER	X-Large	30	$ 150.00	$ 4,500

2025 Total Estimated Trimming Amount: $ 32,900

ESTIMATED ANNUAL REMOVAL – INCLUDES ALL FOUR (4) DISTRICTS

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	10	$ 300.00	$ 3,000
13-20"	Medium	20	$ 500.00	$ 10,000
21-30"	Large	20	$ 950.00	$ 19,000
31" & OVER	X-Large	10	$1,400	$14,000

2025 Total Estimated Removal Amount: $ 46,000

EXTRA WORK WHEN AUTHORIZED:

TYPE OF SERVICE	UNIT PRICE	AMOUNT
Special Pruning Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) Per man with equipment	$ 95.00	$ 14,250
Emergency Response Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) Per man with equipment	$150	$ 22,500
2025 Estimated Additional Work Total Amount:		$ 36,750

2025 Estimated Trimming Amount: $ 32,900

2025 Estimated Removal Amount: $ 46,000

2025 Estimated Extra Work Amount: $ 36,750

2025 Total Estimated Amount: $115,650

****ENCLOSE WITH BID****

Tree Maintenance January 1, 2026 through December 31, 2026

ESTIMATED TRIMMING: DIST I

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	200	$30.00	$6,000
13-20"	Medium	200	$42.00	$8,400
21-30"	Large	175	$80.00	$1,400
31" & OVER	X-Large	30	$150.00	$4,500

2026 Total Estimated Trimming Amount: $32,900

ESTIMATED ANNUAL REMOVAL – INCLUDES ALL FOUR (4) DISTRICTS

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	10	$300.00	$3,000
13-20"	Medium	20	$500.00	$10,000
21-30"	Large	20	$950.00	$19,000
31" & OVER	X-Large	10	$1,400	$14,000

2026 Total Estimated Removal Amount: $46,000

EXTRA WORK WHEN AUTHORIZED:

TYPE OF SERVICE	UNIT PRICE	AMOUNT
Special Pruning Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) Per man with equipment	$ 95	$ 14,250
Emergency Response Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) Per man with equipment	$150	$ 22,500
2026 Estimated Additional Work Total Amount:		$36,750

2026 Estimated Trimming Amount: $ 32,900

2026 Estimated Removal Amount: $46,000

2026 Estimated Extra Work Amount: $36,750

2026 Total Estimated Amount: $115,650

****ENCLOSE WITH BID****

Tree Maintenance January 1, 2027 through December 31, 2027

ESTIMATED TRIMMING: DIST II

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	200	$ 35	$ 7,000
13-20"	Medium	200	$ 46	$ 9,200
21-30"	Large	175	$ 85	$ 14,875
31" & OVER	X-Large	30	$ 170	$ 5,100

2027 Total Estimated Trimming Amount: $ 36,175

ESTIMATED ANNUAL REMOVAL – INCLUDES ALL FOUR (4) DISTRICTS

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	10	$ 330	$ 3,300
13-20"	Medium	20	$ 530	$ 10,600
21-30"	Large	20	$ 970	$ 19,400
31" & OVER	X-Large	10	$ 1430	$ 14,300

2027 Total Estimated Removal Amount: $ 47,600

EXTRA WORK WHEN AUTHORIZED:

TYPE OF SERVICE	UNIT PRICE	AMOUNT
Special Pruning Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) Per man with equipment	$ 95	$ 14,250
Emergency Response Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) Per man with equipment	$ 150	$ 22,500
2027 Estimated Additional Work Total Amount:		$ 36,750

2027 Estimated Trimming Amount: $ 36,175

2027 Estimated Removal Amount: $ 47,600

2027 Estimated Extra Work Amount: $ 36,750

2027 Total Estimated Amount: $ 120,525

****ENCLOSE WITH BID****

Tree Maintenance January 1, 2028 through December 31, 2028

ESTIMATED TRIMMING: DIST III

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	200	$ 35	$ 7,000
13-20"	Medium	200	$ 46	$ 9,200
21-30"	Large	175	$ 85	$ 14,875
31" & OVER	X-Large	30	$ 170	$ 5,100

2028 Total Estimated Trimming Amount: $ 36,175

ESTIMATED ANNUAL REMOVAL – INCLUDES ALL FOUR (4) DISTRICTS

SIZE	TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
6 – 12"	Small	10	$ 330	$ 3,300
13-20"	Medium	20	$ 530	$ 10,600
21-30"	Large	20	$ 970	$ 19,400
31" & OVER	X-Large	10	$ 1,430	$ 14,300

2028 Total Estimated Removal Amount: $ 47,600

EXTRA WORK WHEN AUTHORIZED:

TYPE OF SERVICE	UNIT PRICE	AMOUNT
Special Pruning Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) per man with equipment	$ 95	$ 14,250
Emergency Response Requests – Rate is per hour & includes all necessary Equipment & Personnel (150 hours) per man with equipment	$ 150	$ 22,500
2028 Estimated Additional Work Total Amount:		$ 36,750

2028 Estimated Trimming Amount: $ 36,175

2028 Estimated Removal Amount: $ 47,600

2028 Estimated Extra Work Amount: $ 36,750

2028 Total Estimated Amount: $120,525

****ENCLOSE WITH BID****

ADVANC1 OP ID: MF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2024

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 have ADDITIONAL INSURED provisions or 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 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver 847-367-2633	CONTACT NAME: Todd Silver PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : WESTERN NATIONAL INSURANCE — 15377
INSURED Advanced Tree Care Inc 600 Industrial Dr. Lincolnshire, IL 60069	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		CPP 1191671 06	08/02/2024	08/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CPP 1189282 06	08/02/2024	08/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1032201 06	08/02/2024	08/02/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 1026057 06	08/02/2024	08/02/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Addl insds are added to the GL primary/noncontributory per WNGL49 & WNGL84 w/respect to work prfmd by the named insd as required by signed written contract: Village of Barrington, 200 S Hough Street, Barrington, Illinois, as an additional insured, together with its elected & appointed officials, officers, trustees, employees, agents & volunteers.

CERTIFICATE HOLDER

VILLBAR

Village of Barrington
300 North Raymond Avenue
Barrington, IL 60010

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

Todd Silver

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