Ordinance No. 2025 - 4569

ORDINANCE AUTHORIZING AND APPROVING AN AWARD OF CONTRACT TO ADVANCED TREE CARE, INC. FOR TREE MAINTENANCE SERVICES FOR THE THREE (3) CONTRACT YEARS OF 2026, 2027, AND 2028

WHEREAS, in 2024, the Village of Barrington, Cook and Lake Counties, Illinois (hereinafter, the "Village"), solicited sealed competitive bids for tree maintenance services for the contract year 2025, with the Village's option to renew said contract for three (3) additional contract years thereafter for the contract years 2026, 2027, and 2028, and with the additional option for the Village, at the Village's discretion, to extend the contract for an additional period of up to two (2) additional contract years thereafter for the contract years 2029 and 2030; and

WHEREAS, pursuant to the Village's solicitation for competitive bids in 2024, the Village determined that Advanced Tree Care, Inc., 600 Industrial Avenue, Lincolnshire, Illinois 60069, was the lowest qualified bidder and awarded a contract to Advanced Tree Care, Inc. for the contract year 2025; and

WHEREAS, the Village has been satisfied with the performance of Advanced Tree Care, Inc. and the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that the Village award a subsequent contract to Advanced Tree Care, Inc. for tree maintenance services for the three (3) consecutive contract years beginning January 1, 2026 through December 31, 2028, as provided in the Village's request for bids:

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 and are incorporated herein as if fully set forth.

SECTION 2: The Village does hereby award a contract to Advanced Tree Care, Inc. of Lincolnshire, Illinois to provide to the Village the tree maintenance services specified in the Village's 2024 request for bids for three (3) consecutive contract years for the period from January 1, 2026 through and including December 31, 2028 (unless the contract is terminated earlier by the Village) at the respective contract prices of $115,650.00 for the 2026 contract year, $120,525.00 for the 2027 contract year, and $120,525.00 for the 2028 contract year, 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, the Village may award to Advanced Tree Care, Inc. two (2) additional one (1) year contracts for tree maintenance services for the contract years 2029 and 2030.

SECTION 3: 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 for the three (3) consecutive contract years beginning January 1, 2026 through December 31, 2026 at a contract price of $115,650.00, for January 1, 2027 through December 31, 2027 at a contract price of $120,525.00, and for January 1, 2028 through December 31, 2028 at a contract price of

$120,525.00, in accordance with the provisions of the Village's request for bids, 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 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 24 DAY OF NOVEMBER, 2025 BY ROLL CALL VOTE AS FOLLOWS:

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

NAYS NONE

ABSENT NONE

ABSTAIN NONE

APPROVED THIS 24 DAY OF NOVEMBER, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
24 DAY OF NOVEMBER, 2025

James P. Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

THREE (3) YEAR CONTRACT FOR TREE MAINTENANCE SERVICES FOR CONTRACT YEARS 2026, 2027, AND 2028

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 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)

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND
ADVANCED TREE CARE, INC. FOR TREE MAINTENANCE SERVICES
(Document D)

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this _____ day of November, 2025, by and between VILLAGE OF BARRINGTON (hereinafter referred to as the "Village") and ADVANCED TREE CARE, INC., 600 Industrial Drive, Lincolnshire, IL 60069 (hereinafter referred to as "Contractor/Vendor") for the Contractor/Vendor to provide to the Village all materials, supplies, tools, equipment, labor, and to perform such other services necessary to commence and complete the tree maintenance work as specified in the Village's 2024 Request for Bids, a copy of which is attached hereto as part of Exhibit A and thereby made a part hereof (hereinafter referred to as the "Project", the "Work", or the "Services") as set forth on Document F, "Contractor's Bid", which was submitted to the Village by the Contractor/Vendor in response to the Village's 2024 Request for Bids, a copy of which Document F is attached hereto as part of Exhibit A and thereby made a part hereof. The Contract Documents shall consist of the Village's 2024 Request for Bids, the Contractor/Vendor's "Contractor's Bid", and this Agreement. In the event of any conflict in the Contract Documents, this Agreement shall prevail and control

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's Bid and the Village's 2024 Request for Bids at the following respective not-to-exceed annual contract prices:

CONTRACT YEAR		ANNUAL CONTRACT PRICE
1	Beginning January 1, 2026 through December 31, 2026	$115,650.00
2	Beginning January 1, 2027 through December 31, 2027	$115,650.00
3	Beginning January 1, 2028 through December 31, 2028	$120,525.00

2. Invoice for Services Rendered; Payment:

   A. The Contractor/Vendor shall prepare and submit to the Village on a monthly basis an invoice for services rendered. Such invoices shall document the time/hours expended as the Work is completed to date by the Contractor/Vendor. Upon completion of the Work for each month and approval by the Village of the Contractor/Vendor's invoice, the Village agrees to pay to the Contractor/Vendor as compensation for said Work one-twelfth (1/12) of that annual amount as set forth above on a monthly basis.

   B. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act).The Contractor/Vendor and the Village acknowledge, understand, and agree that the Village complies with the Act, which states that any invoices approved by the Village for payment shall be paid within thirty (30) days after the Village's 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: There is no Paragraph 3.

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 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 contract years 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. For each contract year, the Work to be performed under the Contract Documents shall commence and be completed as follows, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village:

CONTRACT YEAR	COMMENCEMENT DATE	COMPLETION DATE
1	Beginning January 1, 2026	Through and Including December 31, 2026
2	Beginning January 1, 2027	Through and Including December 31, 2027
3	Beginning January 1, 2028	Through and Including December 31, 2028

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 respective 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

ADVANCED TREE CARE, INC.

By: _____

[Name] _____

Its Authorized Agent

VILLAGE OF BARRINGTON

By: _____

Michael Moran, Village President

ATTEST: _____

James P. Dillon, Village Clerk

EXHIBIT A
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 contract years 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
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: EA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2025

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 847-367-2633 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver	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 07	08/02/2025	08/02/2026	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 07	08/02/2025	08/02/2026	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 07	08/02/2025	08/02/2026	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 07	08/02/2025	08/02/2026	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

   1. The minimum amount required by the contract or agreement; or
   2. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

   Primary And Noncontributory Insurance

   This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

   (1) The additional insured is a Named Insured under such other insurance; and
   (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Policy Number: CPP1191671

COMMERCIAL GENERAL LIABILITY
WN GL 84 07 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include the following:

Any person(s) or organizations(s) for whom you have performed operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or part, by "your work" at the location specified in the written contract or agreement and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.
2. "Bodily injury" or "property damage" that occurs prior to the execution of, or subsequent to the expiration of, the contract or agreement in which you agreed that such person(s) or organization(s) be added as an additional insured.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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