



AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026 at 5:15 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

C. Public Comment

D. New Business

1. Amendment to the Southeast Association for Special Parks and Recreation Joint Agreement
2. Surplus Declaration - Q1 2026
3. 2026 Tree Inventory Updates - Preliminary Bid Award Recommendation
 4. Landscaping Maintenance Services Agreement with Beary Landscape Management, LLC
 5. HVAC Maintenance Services Contract Renewal - YMI Group, Inc.
6. Agreement with Winkler Tree & Lawn Care for Tree Trimming Services

E. Other Business

F. Schedule Next Committee Meeting

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026

AGENDA ITEM D.1.

To: Properties and Recreation Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation, John Mastandona, Director of Finance

RE: Amendment to the Southeast Association for Special Parks and Recreation Joint Agreement

Recommendation

Consider a recommendation to advance the item for review and discussion of a change to the annual contribution calculation for the Southeast Association for Special Parks and Recreation (SEASPAR) Joint Agreement.

Summary

The Village is a member of the Southeast Association for Special Parks and Recreation (SEASPAR) which provides essential special services to members in need in recreation programs. SEASPAR maintains a Joint Agreement with the Village of Western Springs and the other fourteen (14) communities that make up the organization. Attached is a memo from Matthew Corso, Executive Director of SEASPAR, and a draft Resolution. These documents outline a proposed change to the agreement pertaining to the contribution calculation for each community and how it is calculated.

Currently, SEASPAR utilizes the most recent Equalized Assessed Valuation (EAV) of each community to set the annual special recreation levy amounts. The Cook County EAV reports are almost always delayed, meaning that the levy amounts are not always communicated to communities with fiscal year budgets in a timely manner. To address this, it is proposed that SEASPAR use the preceding year's EAV report instead. For example, when preparing the FY2027 budget and levy, SEASPAR would use the 2024 EAV report rather than wait for the 2025 report. Additionally, the proposed change extends the payment date for SEASPAR to December, instead of November.

This action requires that two-thirds of the fifteen (15) SEASPAR members pass an ordinance approving the change.

Financial Impact

There is no financial impact to the FY2025 budget as the special recreation levy was established using the recent Cook County data. The special recreation levy for 2025 was .017%, or \$171,582.

Recommended Motion

I move to recommend to the Village Board to approve an amendment to the joint agreement with the Southeast Association for Special Parks and Recreation (SEASPAR).

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. 10.2.1_Memo_Joint Agreement Change for EAV
2. Western Springs Resolution to change SEASPAR Joint Agreement Nov 2025

AGENDA ITEM 10.B

To: SEASPAR Board of Directors
From: Matthew Corso, Executive Director
Subject: Resolution #2025-02 Amending the Joint Agreement of SEASPAR
Date: November 11, 2025

There are two proposed changes to the SEASPAR Joint Agreement included in one resolution. This resolution has been reviewed by counsel Adam Simon of Ancel Glink.

Per the Joint Agreement, the amendment process involves two steps:

1. The SEASPAR Board must approve the resolution by a two-thirds vote of its members.
2. At least two-thirds of all member entities must then pass a similar resolution at their own Board meetings to ratify the amendment.

The resolution for SEASPAR Board approval is enclosed in this packet. Once approved, I will provide each Board member with a draft resolution to adapt to your agency's standards and present for ratification. I can also supply a brief explanation of the changes for your Board materials if desired.

This amendment stems from our Board discussion during the recent budget approval process. Currently, SEASPAR uses the most *recent* Equalized Assessed Valuation (EAV) report to set the levy. However, the Cook County EAV report is almost always delayed, meaning that when the levy rate is approved, the final dollar amount for Cook County communities is still unknown. This forces SEASPAR to make assumptions about member contributions and creates challenges for both SEASPAR and those communities in developing accurate budgets.

To address this, it is proposed that SEASPAR use the *preceding* year's EAV report instead. For example, when preparing the FY2027 budget and levy, SEASPAR would use the 2024 EAV report rather than waiting for the 2025 report. Using the prior year's report will allow us to begin the budget process with confirmed figures in place.

The second proposed change, recommended by Adam Simon, adjusts the due date for the second installment of member contributions by one month to December. He suggested this knowing disbursements for Cook County communities are typically delayed.

Staff Recommendation:

Approve Resolution #2025-02, amending the SEASPAR Joint Agreement to:

1. Use the preceding calendar year's Equalized Assessed Valuation when calculating member contributions, and
2. Extend the second installment payment due date to December.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AMENDMENTS TO THE JOINT AGREEMENT FOR THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION (“SEASPAR”)

WHEREAS, the South East Association for Special Parks and Recreation (“SEASPAR”) is an intergovernmental special recreation association organized under the Illinois Municipal Code and the Illinois Park District Code; and

WHEREAS, the Village of Western Springs is a member of SEASPAR; and

WHEREAS, SEASPAR has adopted a Joint Agreement which defines the terms and conditions of membership and the by-laws for the operation of the agency; and

WHEREAS, the Joint Agreement was last amended in June 2023 and remains in full force and effect as of the date of this Resolution; and

WHEREAS, the SEASPAR Board of Directors desire to amend the Joint Agreement to change the data used to calculate Assessments because of recurring failures and delays by Cook County in reporting the aggregate equalized assessed values of local park districts and municipalities.

WHEREAS, the SEASPAR Board of Directors desire to amend the Joint Agreement to delay the due date for the second installment of Assessments because of recurring failures and delays by Cook County collecting and disbursing the second installment of annual ad valorem tax bills.

WHEREAS, the corporate authorities of the Village of Western Springs desire to approve and ratify the amendment to the Joint Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1. Recitals. The above-stated recitals are incorporated into this Section 1 as if fully set forth herein.

Section 2. Amendment to Joint Agreement. The Village Board of Trustees of the Village of Western Springs hereby adopts and approves a proposed amendment to the Joint Agreement by revising Article V as described below:

V. ASSESSMENTS

Each member Entity shall be liable for and pay to the Association an annual amount of the total cost of operating the Association, based on the following formula: The total assessed valuation of each member Entity shall be added together to determine the total assessed valuation for the Association, using for this purpose the **current** assessed valuation **from the preceding calendar year**. The total amount to be raised by taxation shall be divided by the total assessed valuation calculated to yield an estimated rate. This rate

shall be applied to the assessed valuation of each Entity separately to determine the amount of money to be contributed by each Entity, not to exceed the statutory limit. All monies will be held in a separate fund and accounted for to the Association.

Each Member Entity shall pay one-half (50%) of its annual assessment on or before June 15; the remaining balance shall be paid on or before **November December** 15. SEASPAR shall notify each Member Entity of these due date by sending an invoice approximately 30 days prior to due dates.

Assessments shall be calculated and certified to member entities by November 1 of each year or as approved by the majority of the SEASPAR Board.

Section 3. Effective Date. This Resolution shall be in full force and take effect immediately upon when the governing bodies for 2/3 of the current members ratify the Amendment by approving a corresponding resolution, as described in Article VI of the Joint Agreement.

Passed by the Village Board of Trustees of the Village of Western Springs, this _____ day of _____, 202_.

[NAME OF CHIEF EXECUTIVE OFFICER]

[NAME OF CLERK/SECRETARY]



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026

AGENDA ITEM D.2.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Surplus Declaration - Q1 2026

Recommendation

Consider a recommendation to approve the surplus of various pieces of office furniture.

Summary

Staff have identified several items that are recommended for surplus. The items being recommended for surplus are:

- One (1) five drawer file cabinet
- One (1) two drawer file cabinet and storage

These items will be sold via auction through Public Surplus.

Financial Impact

Financial Impact TBD pending sales from auction.

Recommended Motion

I move to recommend to the Village Board the approval of surplus property including two file cabinets as presented.

Strategic Plan Alignment

File Attachments

1. File Cabinet - Four Drawer
2. File Cabinet - Storage and Two Drawer







AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026

AGENDA ITEM D.3.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: 2026 Tree Inventory Updates - Preliminary Bid Award Recommendation

Recommendation

Consider a recommendation to approve a contract with the lowest, responsible bidder, Advanced Tree Care, for Tree Inventory Updates in 2026 for an amount not to exceed \$29,000.00.

Summary

On December 4, the Village issued a Request for Bids (RFB) for services related to Tree Inventory Updates. On December 22, the Village received a total of two (2) bids. A summary of the submittals is as follows:

Name	Unit Pricing per Tree
Advanced Tree Care, Inc.	\$4.00
Great Lakes Urban Forestry, Inc.	\$5.25

Per the Urban Forestry Management Plan (UFMP), the Village has committed to performing a comprehensive update to the existing tree inventory every five (5) years. The Village established the first tree inventory and UFMP in 2019. This will be the Village's first update since the establishment of the tree inventory. The Village anticipates between 8,100 and 8,200 trees to be included as part of the updates and has budgeted \$29,000 for this project.

Staff performed a reference check of the lowest bidder, Advanced Tree Care, and received positive feedback; all references stated they would be willing to rehire the contractor for future projects. Based on the feedback received, staff is confident in Advanced Tree Care's qualifications to complete this project.

Financial Impact

Account 4105100 50100
Fund General
2026 Budget \$29,000
Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of a contract with the lowest, responsible bidder, Advanced Tree Care, for Tree Inventory Updates in 2026 for an amount not to exceed \$29,000.00.

Strategic Plan Alignment

File Attachments

1. Advanced Tree Care Bid



CONTRACT REQUIREMENTS FOR
2026 VILLAGE TREE INVENTORY UPDATE RFB

DUE DATE DECEMBER 22, 2025
10:00 A.M. (Prevailing Time)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 Village Tree Inventory RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **December 22, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings Newspaper on December 6, 2025
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: December 6, 2025

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Village Tree Inventory RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **December 22, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2026 Village Tree Inventory RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work and complete work, respectively, between **May 1** and **September 30** and must be completed within 90 days of work commencements, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

12/17/25
Date

Marc [Signature] Adriana Trece Inc
Proposed Contractor (Bidder)

Angelica [Signature]
Witness

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga, in writing, at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Village Tree Inventory RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	December 4, 2025
RFB Questions Due	12:00 PM on December 15, 2025
Bids Due Date	10:00 AM on Monday, December 22, 2025
Village Board Selection of Qualified, Responsive Bidder	January 26, 2026
Begin Contract	May 1, 2026

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Unit Price</u>	<u>Number of Trees</u>	<u>Unit Extended Price</u>
\$ 4.00 (per tree)	8200	\$32,800

****Unit price should be inclusive of all costs***


Please note the Village reserves the right to increase or decrease the number of trees to be included as part of this project.

Name of Bidder: Advanced Tree Care, Inc

Address: 600 Industrial Dr, Lincolnshire, IL, 60069

Telephone No. 847-587-8500 Fax No. 847-973-9484

E-mail Address: City@advanced-treecare.com / Mike@advanced-treecare.com

Signature: 

Name and Title: (Please Print) Mike Bramucci / President

Date: 12/17/25

References

Name of Organization: Village of Northbrook
Year of Contract: 2010-2025
Contact Name: Terry Cichocki
Telephone No: 847-272-7411
Email Address: terry.cichocki@northbrook.il.us

Name of Organization: Village of Deerfield
Year of Contract: 2012 - Current
Contact Name: Dan Busscher
Telephone No: 847-317-7245
Email Address: dbusscher@deerfield.il.us

Name of Organization: Village of Schaumburg
Year of Contract: 2020 - Current
Contact Name: Justin Briski
Telephone No: 847-274-7950
Email Address: jbriski@schaumburg.com

Name of Organization: City of Highland Park
Year of Contract: 2016 - Current
Contact Name: Ben Miller
Telephone No: 847-926-1604
Email Address: bmiller@cityhpil.com

Name of Organization: Village of Schiller Park
Year of Contract: 2016 - current
Contact Name: Joe Blum
Telephone No: 847-671-8550
Email Address: jblum@schillerparkil.us

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", ***Village Tree Inventory Updates*** conforming to the terms and conditions set forth herein.

Scope of Work

The Village of Western Springs is seeking to hire a firm to perform a comprehensive update to the Village's existing tree inventory Village owned trees. All trees are located within the Village owned right-of-way and property.

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to complete the Village Tree Inventory Program within the specified time frame and in a professional manner within the Village of Western Springs.

Database

The Village currently manages all their geographic data through a single portal, managed by a Geographic Information System (GIS) consultant. Data shall be collected via handheld GPS and analyzed in a GIS environment. Tree data collected for this project shall not be maintained or managed in a separate Tree Inventory software package. The GIS data itself shall be incorporated into the Village's existing GIS in order to streamline and enhance long term urban forestry management strategies.

Deliverables

Final deliverables shall be submitted in an ESRI File Shapefile format for integration with the Village's existing GIS system, and include digital maps of the designated tree population, a statistical analysis of the overall tree population, and an updated geodatabase of the tree population.

Schedule of Bid Pricing

Bids should include all costs associated with the specifications and deliverables of the project.

The Village of Western Springs shall in no way be responsible for any extra equipment rental, or charges for such equipment rented by contractor, that might be required to complete this contract. Any such charges should be considered incidental to the contract.

Visitation Of The Site

The Village will provide an ESRI file geodatabase of the existing tree inventory to the Successful Bidder upon the award of a successful bid. The Contractor is encouraged to visit the site of the proposed work to ascertain for themselves the actual conditions and to make determinations regarding materials, equipment, and other factors which may be needed for the submission of a proposal for the work and for which the proposal is based. It is further understood that the Contractor in submitting a proposal, acknowledges that they have satisfied for him/herself, before submitting the proposal, of the true condition of

the designated sites and that he/she has ascertained the full scope of the work involved, including border trees.

Equipment And Supervision

The Contractor shall be responsible for ensuring sufficient manpower, equipment, and/or tools to complete the work within the time specifications set forth in the Contract.

All trucks used by the Contractor must be plainly marked with the company's name. Each crew must be directly supervised by a competent Contractor's representative and authorized by the Contractor to act on all directives within the Contract or at the Village's request.

The Village of Western Springs shall in no way be responsible for any additional costs associated with the completion of this project.

Data Collection Fields / Parameters

Base Inventory Data Collection

Data in the field shall be collected using a sub-meter accuracy handheld GPS unit that shall be used to locate the position of the trees and record the tree's base inventory information.

Data shall be collected, stored, and analyzed in an ESRI File Geodatabase format. The Village will provide current geodatabase files for updating. The collected data shall be reviewed for quality control prior to integration into the GIS database. The base inventory of inventoried trees shall consist of the fields linked to each geospatial data point (tree) found in Appendix A.

The Village may elect to add more fields at their discretion.

Method Of Measurement

Trees to be inventoried shall be measured per inch of diameter. The diameter shall be measured at a point four and a half feet (4 ½) above the highest ground level at the tree and shall be determined by using a D.B.H. tape or by dividing the measured circumference at this point by 3.14. Any tree that forks below 4.5 feet shall be measured as two separate trees at 4.5 feet and added together as one tree. Trees that fork at 4.5 feet shall be measured just below the fork.

GPS Location

The GPS data collectors shall have between 20 and 50 channels available, as well as a GNSS Antenna that makes use of the SBAS (Satellite Based Augmentation System) and/or WAAS (Wide Area Augmentation System). These receivers utilize Real Time Differential GPS and shall not require post processing for sub-meter accuracy.

Address

The address shall be taken as the numerical address at which a tree is located, based on the listed street address of the GIS parcel data available. If no numerical address is listed for the property the tree is located at, a designation can be made (such as '99999') based on the standard already being utilized by the Village GIS professional(s). Please refer to the Appendix A.

Street Address

The street name shall conform to the names listed on Village street signage as occasionally the GIS cadastral data has misspellings, incorrect street suffixes or other slight errors. The street name shall also be for the address at which the parcel is listed, regardless of how the house is oriented (if on a corner lot). As a courtesy to the Village, the inventory provider shall attempt to notify Village GIS professionals when such mismatches are identified.

Species

All tree species shall be listed using common names and are to be identified to the species level. Specific cultivars, hybrids, or varieties shall be identified where appropriate. The deliverable database shall have an open field for entering known cultivars by Species - Hybrid.

Size

DBH (Diameter at Breast Height) is a standard forestry measure of diameter, defined as the diameter of the tree, measured at 4.5 feet above the ground surface on the uphill side of the tree. Measurements shall be made using a forester's DBH tape.

Condition

Condition ratings shall be based upon the condition of each tree rated in accordance with the following categories adapted from the International Society of Arboriculture's rating system:

- 1) Excellent 100%
- 2) Good 80%
- 3) Fair 60%
- 4) Poor 40%
- 5) Critical/Dead 20%

Standard Defects

Roots

Roots shall be evaluated as part of the Hazards and Defects Package

Wounds

Wounds shall be evaluated as part of the Hazards and Defects Package and shall include, but not be limited to: splits, cavities, callus tissue, holes, or any other mechanical defect which appears to have been caused by chronic or acute force.

Rot

Rot shall be evaluated as part of the Hazards and Defects Package, and include, but is not be limited to mushrooms, dry rot, brown rot, decay columns, bleeding, basal rot, cankers, etc.

Deadwood

Deadwood shall be evaluated as part of the Hazards and Defects Package.

Trees which are observed in the field as being imminently hazardous shall be reported immediately to Village officials.

Comments/Observations

Comments shall be included when necessary as a courtesy to denote any conditions worthy of note, such as included bark, interference with utilities or streetlamps, need for sidewalk or street clearance, limited growth space, poor form, cavity/decay, pest/disease issues, improper mulch or any other information that may be valuable. These comments are standardized as much as possible, though certain situations exist where nonstandard comments were utilized.

Wires

The presence of overhead wires shall be collected in the field at every tree location, and entered into the data as Yes/No.

Safety

The Contractor shall provide adequate barricades, flagmen, signs and/or warning devices during the performance of the contract and when working on arterial streets to protect motorists and pedestrians all in conformance with Village standards and consistent with Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations of the State Illinois Department of Transportation Manual on Uniform Traffic Control Devices, adopted 1994. The Village of Western Springs, Municipal Services Department shall be notified prior to the closing of streets when street closure is required. All equipment to be used and all work to be performed must be in full compliance with ANSI Z-133.1 (1994) American National Standard for Tree Care Operations.

Equipment Restrictions

If motorized equipment needs to be driven on parkways, rights-of-way, driveways or public walks while performing work under provisions of the contract provisions shall be made by the Contractor to prevent damage to turf, groundcover, concrete or asphalt. Property owners must be notified in advance if equipment shall be driven on the aprons or driveways. Procurement of and payment for rental or purchase of any additional equipment deemed necessary by the Contractor for execution of the contract shall be the sole responsibility of the contractor.

Parking And Storage

No off-street parking of equipment shall be provided for by the Village of Western Springs on any of the Village's public properties, except as designated by the Director of Municipal Services or their designee in writing.

Qualifications

- A) Minimum Qualifications: The Contractor must have prior municipal experience in tree inventory data collection, GIS and analysis and must have worked for at least 5 municipalities in the last five years. These municipalities should be included as references on the attached sheet. The low bidder shall be required to submit evidence of experience and required certifications prior to contract approval. If the low bidder does not meet the required qualifications, the bid shall be rejected, and the next low bidder selected.

- B) All data collection must be accomplished by Illinois ISA Certified Arborists (IL Certification number) with local knowledge of Illinois tree species and 5 years' experience. The contractor shall have at least one *Tree Risk Assessment Qualified, Certified Arborist* as designated by the International Society of Arboriculture on each assessment team which have been employed for at least one year with the Bidding Company.

- C) No subcontractors will be allowed to work on this project. A list of degrees, certifications or other documentation must be submitted by the Contractor and by the Contractor's on-site representative that would qualify the Contractor and the Contractor's on-site representative as competent data collection experts. (Example: Certified Arborist by the ISA, 1999, Certificate Number 000).

References

The Contractor shall be required to submit 5 references of work performed within the past five (5) years, including municipal references. This information must be submitted with the proposal. The Village reserves the right to request additional references.

Terms

The term of this contract shall be a one-time contract, ending upon manager sign-off, unless the contract is terminated pursuant to the terms herein.

Standards

All material and workmanship shall be in accordance with current professional practices and standards. All inventory work shall be done in a safe and efficient manner.

The following specifications and manuals supplement the Contract Documents and are hereby incorporated by reference:

- A. Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, (hereinafter referred to as the Standard Specifications.)

- B. Illinois Department of Transportation "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet.
- C. "Manual on Uniform Traffic Control Devices for Streets and Highways" latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Control Standard Specification.)
- D. "Illinois Department of Transportation Standard Specification for Traffic Control Items" latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Specifications.)

The above standards shall apply to the work covered by this Contract as if fully written herein, except those items which by their nature have no application. In case of conflict with any part or parts of the above listed specifications, the specification contained herewith shall take precedence and shall govern.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or their designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
 Default Original Contract Amount from
 more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers’ Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village’s principle office address.

V. 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.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys 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 Contractor’s Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured 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.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, 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.

IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

This contract is a one-time contract and will conclude upon completion of deliverables. There are renewal options for this contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of

persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs,

royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers,

mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

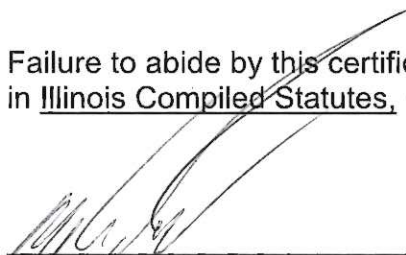
Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.



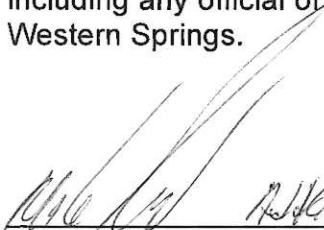
Contractor

Date: 12/17/25

Attest 

**Contractor's Certification Regarding
Non-Payment of Compensation**

Mike Bramucci hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.


Mike Bramucci

Contractor

DATED: 12/17/25

ATTEST:


Angelica R. Longley

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ___ day of **December** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and _____ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Village Tree Inventory as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated December 4, 2025 and as agreed to in the Contractor's Proposal dated December 22, 2025.
2. The Contractor agrees to commence the Work on or after **May 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2026 Village Tree Inventory RFB a total dollar amount not to exceed _____ THOUSAND AND NO/100 DOLLARS (\$_____) in accordance with the Contractor's Proposal dated **December 22, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bid) published on **December 4, 2025**.

- B. Instructions to Bidders dated **December 4, 2025.**
 - C. Contractor's Proposal dated **December 22, 2025.**
 - D. Contractor's bid bond submitted by _____
in the amount of \$ _____ dated **December 22, 2025.**
 - E. General Specifications and all additional provisions **December 22, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **December 22, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **December 22, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
 7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
 8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Mike Bramucci, having being first

duly sworn, depose and state that I am the

President

(insert "sole owner", "partner", "president", "other" proper title)

and the authorized agent of Advanced Tree Care, INC, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2026 Village Tree Inventory RFB Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: *M. L. Gomez*
 Name: *M. L. Gomez, President*
 Title: Authorized Agent of Contractor

Subscribed and Sworn To
 Before Me This 17 Day
 Of December, 2025.

Sayra Viridiana Ferens
 Notary Public

Notary Public



Exhibit C

CHANGE ORDER NO.:

Owner:
 Engineer:
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

APPENDIX A: Geospatial Data Point Fields

Name	Alias	Type
OBJECTID	OBJECTID	OID
AssetName	Asset Name	String
ADDRESS	Full Address	String
ADDRESSNUM	House Number	String
ADDRESSSTR	Street	String
COMMONNAME	Common Name	String
GENUS	Tree Genus	String
SCIENTIFIC	Scientific	String
STATUS	Status	String
CONDITION	Condition	String
TREEFORM	Tree Form	String
TREEAGE	Age	Double
TREEHEIGHT	Tree Height (Feet)	Double
TRUNKDIAME	Diameter (Inches)	Double
WIRES	Wires Present	String
Gator_Bags	Gator Bags	String
FollowUp	Follow Up Needed?	String
TREECOMMEN	Comment	String
GlobalID	GlobalID	Global ID
EDITOR	Editor	String
EDIT_DATE	Edit Date	Date
CREATOR	Creator	String
CREATION_DATE	Creation Date	Date
Shape		Geometry



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 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 INSURER A: WESTERN NATIONAL INSURANCE NAIC # 15377 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Advanced Tree Care Inc 600 Industrial Dr. Lincolnshire, IL 60069		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 1191671 07	08/02/2025	08/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1189282 07	08/02/2025	08/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1032201 07	08/02/2025	08/02/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV 1026057 07	08/02/2025	08/02/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PROOF OF INSURANCE

CERTIFICATE HOLDER PROOF OF INSURANCE	PROOF OF	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 <i>Todd Silver</i>



2026 TREE INVENTORY UPDATE RFB
Addendum 1 – December 16, 2025

1. The bid documents specify that all data collection must be completed by “Illinois ISA Certified Arborists.” Can you confirm if ISA Certified Arborists (CA) are acceptable?
Yes, the Village will accept ISA Certified Arborists from any state.
2. Would you please clarify whether a performance bond is required for this project?
A performance bond in the full amount of the bid proposal is required.
3. Due to the relatively short time that would be required to complete this project, would the Village be willing to waive the performance bond requirement if a company does not collect any payment until the project is completed and delivered in full?
The Village will not waive any bond requirements.
4. The RFB states that bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage, however there is no prevailing wage category for arborist consulting services. Would you please verify whether prevailing wage will be required for this project?
Bidders are responsible for confirming if they are required to pay prevailing wage, the Village does not handle any documentation related to prevailing wage. The Village requires any applicable projects that may fall under prevailing wage to be paid at prevailing wage rates.
5. Does the 8,200 tree estimate listed on page 10 include open planting spaces? If not, will the collection of open planting spaces be required for this project?
The collection of open planting spaces is not required.
6. The data collection parameters on pages 14-16 do not appear to correlate with the Geospatial Data Point Fields in Appendix A (page 46). Would you please clarify, with specificity, what data fields will be required to be collected for this project?
The required data fields for collection are found on page 46.
7. Would the Village be open to accepting a proposal that would allow custom data collection parameters that would better suit the needs of the Village?
Bidders are welcome to provide alternate proposals if they wish; however, the Village does not guarantee any alternates will be approved.
8. Would the Village be open to accepting a proposal for new data collection for this project rather than updating existing data?
The Village would be willing to entertain new data collection; however, all trees must maintain their Asset Names.



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026

AGENDA ITEM D.4.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Landscaping Maintenance Services Agreement with Beary Landscape Management, LLC

Recommendation

Consider a recommendation to approve a contract renewal for the Village Landscaping Maintenance Services contract for a one-year period with Beary Landscape Management, LLC. in the amount of \$91,779.00.

Summary

Attached for the Committee's review and approval is a renewal letter from Beary Landscape Management, LLC for the Village's Landscape Services, in an amount of \$44,020.00 for monthly maintenance work and a total budgeted amount of \$91,779 for seasonal planting, holiday decorative work, and additional requested services. This will be the second renewal for the contract which was awarded by the Village Board on April 22, 2024.

Financial Impact

Account	Multiple Accounts
Fund	Multiple Funds
2026 Budget	\$106,492
Project Cost	As required

Recommended Motion

I move to recommend to the Village Board the approval of a contract renewal for the Village's Landscaping Maintenance Services contract for a one-year period with Beary Landscape Management, LLC. in the amount of \$91,779.00.

Strategic Plan Alignment

File Attachments

1. 0361_001



December 17, 2025

Beary Landscape Management, LLC
Mr. Dwight Anderson-Business Development
4627 Elm Avenue
Brookfield, IL 60513

Dear Dwight,

This letter is to confirm that the Village of Western Springs will renew the **Landscaping Services Contract for 2026**.

By signing and returning this document, you are also accepting the 2026 contract with the same **specifications and rates (see page 2 & 3)**.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Dwight Anderson
Title Business Development Mgr
Signature [Handwritten Signature]
Date 12/19/25

SCHEDULE OF PROPOSAL PRICES

PAGE 1 OF 2

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8		
2	Ogden Wolf to Lawn	Month	8		
3	Walnut triangle @ Hampton	Month	8		
4	Hampton triangle @ Reid	Month	8		
5	Prospect triangle @ Reid	Month	8		
6	Tower Green	Month	8		
7	800 Hillgrove Avenue	Month	8		
8	Recreation Center	Month	8		
9	Grand Avenue	Month	8		
10	Wolf Rd. Bike Path West Adjacent to Forest Preserve	Month	8		
11	Village Hall	Month	8		
12	Water Plant	Month	8		
13	Well No. 5	Month	8		
14	East Railroad Underpass	Month	8		
15	Burlington Northern	Month	8		
15A	Burlington Northern - Wolf Road to Gilbert	Month	8		
15B	Burlington Northern - Wolf to Grand	Month	8		
15C	Burlington Northern – Grand to N.PW & S. Wall	Month	8		
16	Spring Rock Tower	Month	8		
17	Lawn Avenue (Post Office to Burlington)	Month	8		
18	Planting Bowls (11) (Central business District)	Month	88		
19	Planters (9) (Central Business District)	Month	72		
20	Commonwealth Detention Basin	Month	8		
21	48th Street Cul-de-sac Island	Month	8		
22	Wolf 52nd to 51st	Month	8		
23	Wolf 53rd to 55th	Month	8		
24	Lift Station	Month	8		
25	Fair Elms Cul-de-sac	Month	8		
26	Central Cul-de-sac	Month	8		
27	55th Street North side (Central to Woodland)	Month	8		
28	Woodland Cul-de-sac	Month	8		
29	Gilbert LTHS to South Village Limits	Month	8		
30	55 th Street North side East of Wolf	Month	8		
31	55th Street South side west of Woodland	Month	8		
32	Ridgewood Entrance @ Woodland	Month	8		
33	Ridgewood Entrance @ Grand	Month	8		
34	South Fire Station	Month	8		
35	Maple Lane and Ridgewood Dr. Triangle	Month	8		
36	Maple Lane and Crestview triangle	Month	8		
37	Maple Lane and Woodland Dr. Triangle	Month	8		
38	Ridgewood Entrance @ Park Place	Month	8		

SCHEDULE OF PROPOSAL PRICES

PAGE 2 OF 2

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
39	5625 Ridgewood ROW	Month	8		
40	Sodding*	SQYD	160		
41	Silt Seeding*	Acre	2		
42	Mowing*	Acre	2		
43	Mulching*	CUYD	1		
44	Basic T&M Rates (Foreman Labor)	man hour	55		
45	Basic T&M Rates (Laborer w/hand tools)	man hour	110		
46	Railroad Protective Liability Insurance	Year	1		
TOTAL BASE BID (ITEMS 1-46)					

***These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-39 should be included within each line-item cost.**

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8	\$150	\$1,200
2	Ogden Wolf to Lawn	Month	8	\$60	\$480
3	Walnut triangle @ Hampton	Month	8	\$47	\$376
4	Hampton triangle @ Reid	Month	8	\$42	\$336
5	Prospect triangle @ Reid	Month	8	\$110	\$880
6	Tower Green	Month	8	\$425	\$3,400
7	800 Hillgrove Avenue	Month	8	\$42	\$336
8	Recreation Center	Month	8	\$150	\$1,200
9	Grand Avenue	Month	8	\$130	\$1,040
10	Wolf Rd. Bike Path West Adjacent to	Month	8	\$80	\$640
11	Village Hall	Month	8	\$250	\$2,000
12	Water Plant	Month	8	\$250	\$2,000
13	Well No. 5	Month	8	\$130	\$1,040
14	East Railroad Underpass	Month	8	\$46	\$368
15	Burlington Northern				\$0
15A	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15B	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15C	- Burlington Northern -	Month	8	\$131	\$1,048
16	Spring Rock Tower	Month	8	\$220	\$1,760
17	Lawn Avenue (Post Office to	Month	8	\$79	\$632
18	Planting Bowls (11 per month)	Month	8	\$65	\$520
19	Planters (9 per month) (Central	Month	8	\$65	\$520
20	Commonwealth Detention Basin	Month	8	\$175	\$1,400
21	48th Street Cul-de-sac Island	Month	8	\$48	\$384
22	Wolf 52nd to 51st	Month	8	\$58	\$464
23	Wolf 53rd to 55th	Month	8	\$74	\$592
24	Lift Station	Month	8	\$127	\$1,016
25	Fair Elms Cul-de-sac	Month	8	\$59	\$472
26	Central Cul-de-sac	Month	8	\$21	\$168
27	55th Street North side (Central to	Month	8	\$115	\$920
28	Woodland Cul-de-sac	Month	8	\$51	\$408
29	Gilbert LTHS to South Village Limits	Month	8	\$115	\$920
30	55 th Street North side East of Wolf	Month	8	\$138	\$1,104
31	55th Street South side west of	Month	8	\$127	\$1,016
32	Ridgewood Entrance @ Woodland	Month	8	\$41	\$328
33	Ridgewood Entrance @ Grand	Month	8	\$41	\$328
34	South Fire Station	Month	8	\$220	\$1,760
35	Maple Lane and Ridgewood Dr.	Month	8	\$47	\$376
36	Maple Lane and Crestview triangle	Month	8	\$47	\$376
37	Maple Lane and Woodland Dr.	Month	8	\$47	\$376
38	Ridgewood Entrance @ Park Place	Month	8	\$20	\$160

39	5625 Ridgewood ROW	Month	8	\$75	\$600
40	Ridgewood: Flagg Creek	Month	8	\$150	\$1,200
41	47 th Street Pedestrian Bridge	Quarter	4	\$150	\$600
42	48 th Street ROW Near Standpipe	Month	8	\$60	\$480
42	Sodding*	Sq.Yd.	160	\$6	\$1,000
43	Slit Seeding*	Acre	2	\$175	\$350
44	Mowing*	Acre	2	\$40	\$80
45	Mulching*	Cu. Yd	1	\$70	\$70
46	Basic T&M Rates (Foreman Labor)	Hour	55	\$30	\$1,650
47	Basic T&M Rates (Laborer w/hand	Hour	110	\$30	\$3,300
48	Railroad Protective Liability Insurance	Year	1	\$250	\$250
TOTAL BASE BID (ITEMS 1-48)					\$44,020



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026

AGENDA ITEM D.5.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: HVAC Maintenance Services Contract Renewal - YMI Group, Inc.

Recommendation

Consider a recommendation to approve a contract renewal for the Village's HVAC Maintenance Services contract for a one-year period with the YMI Group Inc, for an amount not to exceed \$17,995.00.

Summary

For the Committee's review is a renewal letter from the YMI Group, Inc., for HVAC maintenance services in an amount not to exceed \$17,995.00. This will be the second renewal for this contract, which was awarded by the Village Board on April 22, 2024.

Financial Impact

Account 4104100 51900

Fund General

2026 Budget \$15,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of a contract renewal for the Village HVAC Maintenance Services contract for a one-year period with the YMI Group Inc, for an amount not to exceed \$17,995.00.

Strategic Plan Alignment

File Attachments

1. 2026 Renewal Letter YMI HVAC Preventative Maintenance 12-18-2025



December 19, 2025

The YMI Group, Inc
Mr. Albert Youna
2483 Greenleaf Avenue
Elk Grove Village, IL 60007

Ref : 2026 Renewal HVAC Preventative Maintenance Services

Dear Mr. Youna,

This letter is to confirm that the Village of Western Springs will renew the contract for HVAC Maintenance Services agreement for 2026.

By signing and returning this document, you are also accepting the 2026 contract with the same **specifications and rates**.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,
Matthew Supert

Director of Municipal Services

Name (printed): Jewana Mando

Title: Service Coordinator

Signature:

Date : 12/22/2025



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 7, 2026

AGENDA ITEM D.6.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Agreement with Winkler Tree & Lawn Care for Tree Trimming Services

Recommendation

Consider a recommendation to approve an agreement with Winkler Tree & Lawn Care for the Village Tree Trimming Services for a one-year period in an amount not to exceed \$115,000.00.

Summary

Attached for the Committee's review and approval is a renewal letter from Winkler Tree & Lawn Care for tree trimming services in an amount not to exceed \$115,000.00. This will be the third renewal for the agreement which was first awarded by the Village Board on February 23, 2023.

Financial Impact

Account 4105100 53520

Fund General

2026 Budget \$115,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of an agreement with Winkler Tree & Lawn Care for Tree Trimming Services for a one-year period in an amount not to exceed \$115,000.00.

Strategic Plan Alignment

File Attachments

1. Winkler Tree and Lawn Care Renewal Letter



December 18, 2025

Winkler Tree & Lawn Care
Kevin Halbert
P.O. Box 1154
LaGrange Park, IL 60526

Dear Kevin,

This letter is to confirm that the Village of Western Springs will renew the contract for the Tree Trimming.

By signing and returning this document, you are also accepting the 2026 contract with the same **specifications and rates.**

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) James Wolfe

Title Business Operations Manager

Signature

Date 12/31/25

IV. Bid Schedule

To provide for the trimming of specified trees in Western Springs, Illinois
 DBH = Diameter Breast Height (four feet six inches (4' 6") above highest ground level)

Tree DBH	Approximate % of Trees of that size	Costs per tree
8"-15"	44	\$75.00
16"-25"	37	\$94.00
26"-35"	15	\$94.00
36"- plus	4	\$188.00
Asset(s)	On Call Emergency Work	Flat Rate/hour
2 Persons, Chipper truck/Chipper	Price/hour inclusive	\$300.00
1 Person Aerial Lift Truck	Price/hour inclusive	\$150.00
Laborer	Price/hour	\$150.00
1 Person Aux Truck	Price/hour inclusive	\$150.00

ADDITIONAL INFORMATION

The following information must be provided with the bid:

- I) Starting Date: 11/3/2023
- II) Equipment list to be used on the project. Revised each year upon agreement for extension of contract.
- III) References from other Municipal Trimming Contracts:

Municipality	Contact Name/Phone Number
1) <u>City of Crystal Lake</u>	<u>Larry Zurek / 815-356-3744</u>
2) <u>Village of Addison</u>	<u>Tim Tokarz / 630-620-2020</u>
3) <u>Village of Brookfield</u>	<u>Carl Muell / 630-965-1612</u>
4) <u>Village of North Riverside</u>	<u>Vince Ranieri / 708-762-5885</u>