

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Todd Murphy, Streets Foreman, Brian Richter, Public Works Director  
Brandon Tonarelli, Village Assistant Public Works Director

Date: September 9, 2024

Re: Approval of the Parkway Tree Trimming Proposal (RFP)

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The Streets Department crews conduct parkway tree trimming once any tree's growth has been identified as causing a safety concern, impeding traffic flow at intersections, or obstructing sign visibility. Crews also preform tree trimming based off a list comprised of residential requests recorded by our Customer Service Staff. Public Works Crews have trimmed nearly 170 trees so far this year and are actively working from a list of 87 requested trees. They trimmed 493 trees in 2023, and 438 trees in 2022.

Annually the Village trims the trees that are located on the streets of the road maintenance program. The trees will be trimmed to allow for clearance on the sidewalk side and street side of the parkway. Also removing any damaged branches caused by the construction equipment. This year we have contracted out the tree trimming for the Oak Hill Subdivision and Windstone Subdivision, Beary Landscaping was the low bidder for the trimming.

This year we budgeted \$90,000.00 for contracted tree trimming services which was \$20,000.00 more than the previous year. After receiving favorable numbers back from the road program trimming, staff identified areas that need trimming and subdivisions where we will be performing the road maintenance program over the next few years. The staff is currently working on a long-term parkway tree trimming program ranging from five-year to an eight-year program. Once the program is finalized the staff will bring it back to the board for an update.

Staff put together an additional RFP for parkway tree trimming on August 16<sup>th</sup> and proposals were due back on September 5, 2024. The areas included the proposal are a base bid of Lake Run Estates, Remmington Landings, and part of Tanner Trails west of Meade Boulevard. The alternate proposal included the rest of Tanner Trails and the Mirador Subdivision. Ten (10) companies downloaded the RFP, and we received five (5) RFPs.

**Request for Tree Trimming Proposal**

<b><u>Company</u></b>	<b><u>Total Base Area</u></b>	<b><u>Total Alternate Areas</u></b>	<b><u>Total</u></b>
The Davey Tree Expert Company	\$21,847.00	\$14,749.00	\$36,596.00
Abbott Tree Care Professionals	\$24,650.00	\$20,920.00	\$45,570.00
Skyline Tree Service	\$43,100.00	\$31,500.00	\$74,600.00
Yellowstone Landscaping	\$60,066.00	\$58,482.00	\$118,548.00
Herman Gomez Tree Service and Landscaping	\$122,000.00	\$67,000.00	\$189,000.00

The staff is recommending awarding the RFP for the parkway tree trimming project to The Davey Tree Expert Company in the amount of \$36,596.00. The RFP is attached for you to review.



## Advertisement

### Request for Tree Trimming Proposals

The Village of North Aurora will receive proposals for Tree Trimming. The proposals will be received until 4:30 p.m. local time on Thursday, September 5, 2024. Proposals shall be emailed to Brian Richter, Public Works Director at [brichter@northaurora.org](mailto:brichter@northaurora.org) or delivered to Village Hall located at 25 East State Street, North Aurora, IL 60542. The subject line of the email shall read Tree Trimming Proposal or shall be clearly written on the envelope, if delivered to Village Hall.

The proposal packet can be downloaded, free of charge, at the Village's website <http://northaurora.org/government/rfp-rfq-bidding.aspx> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Friday, August 16, 2024. The Village of North Aurora reserves the right to reject any or all proposals and to waive irregularities and informalities in the proposals received.

Please contact Brian Richter at 331.385.6256 if you have any questions.



## Request for Proposals

Project:

Tree Trimming

Due Date:

Thursday, September 5, 4:30 P.M. 2024

Location:

Village Hall 25 E. State St., North Aurora, IL 60542

Contact:

Brian Richter, Public Works Director, 331.385.6256

**Instructions.**

Complete this proposal and return it as described in the **Advertisement**.

**Scope of Work**

The scope of work shall include parkway tree trimming within the Village of North Aurora starting October of 2024. Trimming shall be performed for both health and safety purposes. The Village intends to trim all the parkway trees over 3 inches in diameter in three separate areas and potentially one or two alternate areas. These areas are illustrated on the attached maps. The contractor should drive the areas and become familiar with the trees prior to submitting the proposal. The Village may decrease the scope of work depending on cost.

**Description of Work/Pruning Specifications**

**Crown Raising:** The removal of lower branches in order to provide clearance for vehicles, pedestrians and vistas. Branches shall be removed as necessary to provide a minimum of fifteen **(15)** feet clearance over the street and sidewalk, or as **tree size allows**.

All trimming shall improve the appearance of the trees, maintaining the crown shape and symmetry typical of the species at its size and age. Larger locust trees should be raised eighteen **(18)** feet clearance over the street and sidewalk. Trees shall be evenly raised for the entire diameter of the trees. This includes removal of all suckers and basal sprouts. Trees determined to have been trimmed unevenly will require the Contractor to re-prune the tree. The Village designated trees to be trimmed are over **three (3)** inches Diameter at Breast Height (D.B.H.) and located within Village right-of-way. The contractor will be required to contact the Village of North Aurora Public Works Department to schedule and coordinate the tree trimming program.

**Questions**

Any questions about this project should be directed to Brian Richter, Public Works Director, 331.385.6256, or in writing at [brichter@northaurora.org](mailto:brichter@northaurora.org) All questions must be submitted by e-mail by 3:00 pm Central Standard Time (CST) on August 27, 2024. All responses will be posted to the web site on August 28, 2024.

**Addenda**

Addenda, if issued, will be posted to the web site.

**Tree Locations**

See map on last page. Contractor should do a drive through of the neighbor to determine the number of the trees that need trimming.

**Safety Standards**

All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1.

**Completion Time**

The Village requires the base project area to be completed no later than November 22, 2024. Each additional alternate area awarded to the contract will result in an additional two weeks for each alternate area to be completed, but the base project area still must be completed by the November 22 deadline. Any changes to completion dates shall be authorized by the Village.

**References**

A minimum of 3 current references must be provided. Telephone numbers and contact names for each reference shall be provided. It is preferred that references are from municipalities or other governmental agencies.

**Insurance Requirements:**

The Contractor will be required to meet our standard insurance requirements. Unless otherwise specified the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Village of North Aurora. The contractor shall supply a certificate of insurance with the Village of North Aurora an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$ 500,000 (each person) \$1,000,000 (each accident)
Workmen’s Compensation Insurance:	All Liability imposed Workmen’s Compensations stature
Employer’s Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired and non-Ownership Vehicle Bodily Injury and Property Damaged to the Following Limits	
Bodily injury, including accidental death	\$ 500,000 (each person) \$1,000,000 (each accident)
Property damage	\$1,000,000 (each accident)

**Schedule of Prices**

The Schedule of Prices should be completed by the contractor in reference to the areas outlined on the tree locations map. The contractor shall provide an individual lump sum price for each tree trimming area. The sum of these three areas should be calculated and place on the Total All Areas line.

**Base Areas**

Area 1 Orange	\$ <u>8335.00</u>
Area 2 Purple	\$ <u>9200.00</u>

Area 3 Yellow \$ 4312.00

Total All Base Areas \$ 21,847.00

Alternate Areas

Area 4 Teal \$ 7562.00

Area 5 Green \$ 7187.00

The Village of North Aurora reserves the right to award the Contract for the Base Areas or for the Base Areas plus any combination of the Alternate Areas, based upon the Village's best financial interest. Each proposal must provide pricing for the Base Areas and all the Alternate Areas to be eligible for the award of the contract. Failure to do so will result in the rejection of the Contractor's proposal.

**Proposal**

The contract shall be deemed as being awarded when formal notice shall have been duly served upon the intended awardee by an officer of the Village of North Aurora duly authorized to give such notice.

I. Company contact information

Company name: The Davey Tree Expert Company

Company address: 395 Industrial Dr  
West Chicago IL 60187

Printed Contact name: Kyle Omholt

Contact address: 395 Industrial Dr West Chicago IL 60187

Contact phone #: 630 918 4243

Contact email: Kyle.Omholt@Davey.com

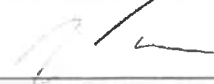
**II. Tree Trimming**

I have read the scope provided in this request for proposals and agree to perform all of the work identified to successfully complete the Tree Trimming at the compensation identified in the **Schedule of Prices** on page 4 of this document.

I Kyle Omholt verify that I am authorized to  
(print name)

provide the above pricing on behalf of The Davey Tree Expert Company  
(company name)

And will hold the above pricing for a period of 90 days from the proposal due date.

  
\_\_\_\_\_  
Signature

8-29-24  
\_\_\_\_\_  
Date

**List of Subcontractors**

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

**Sub-Contractors**

**Work Assignment**

Sub-Contractors	Work Assignment



**Contractor Agreement**

To: The Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

The undersigned, in compliance with your advertisement for proposals for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

The undersigned certifies this proposal for the project described in the **Scope of Work** and to be in accordance with the contract documents.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: [Signature]

Print Name: Kyle Omholt

Title: District Manager

Date: 9-11-2024

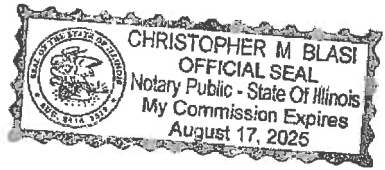
(State of Illinois) SS County of Kane

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Kyle Omholt appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 9-11-2024

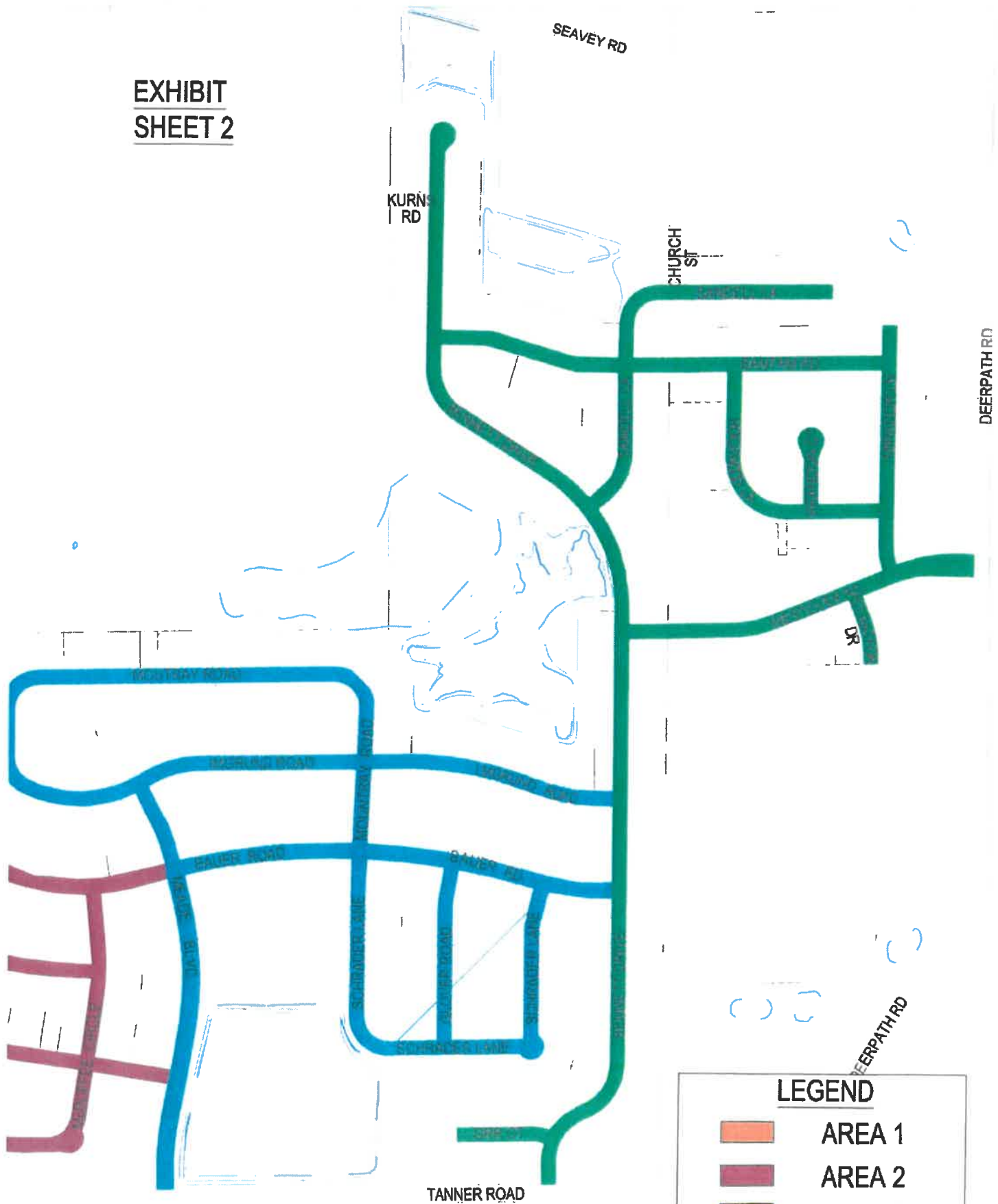
Notary Public: [Signature]



**EXHIBIT  
SHEET 1**



**EXHIBIT  
SHEET 2**



**LEGEND**

	AREA 1
	AREA 2
	AREA 3
	AREA 4
	AREA 5





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824		<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> (866) 966-4664 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Cleveland.CertRequest@marsh.com	
134731 RESICA Rush		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Davey Tree Expert Company 1500 N. Mantua Street Kent, OH 44240		<b>INSURER A :</b> Old Republic Insurance Company <b>NAIC #</b> 24147 <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CLE-007236965-03 **REVISION NUMBER:** 1

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY 314042 24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			MWTB 314041 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314040 24 (AOS)	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers Compensation			MWXS 314043 24 (NC, OH, PA, WA)	09/01/2024	09/01/2025	Workers Compensation Statutory
A	SIR: \$5,000,000			MWXS 316391 24 (CA)	09/01/2024	09/01/2025	Employer's Liability 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Village of North Aurora is(are) included as Additional Insured(s) as respects General Liability where required by written contract or agreement and only as respects operations performed on their behalf by the Named Insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured where required by written contract, subject to policy terms and conditions. Waiver of Subrogation is applicable for general liability where required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

The Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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  
of Marsh USA LLC



**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA LLC.		NAMED INSURED The Davey Tree Expert Company 1500 N. Mantua Street Kent, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation reinsurance association (W.C.R.A.) as required by the state. Minnesota Employers Liability is covered by policy number MWC 314040 24.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## CONTRACT FOR PARKWAY TREE REPLACEMENT PROJECT

THIS AGREEMENT, made and concluded this 16th day of September, 2024, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and The Davey Tree Expert Company, an Illinois Corporation (hereinafter referred to as “Contractor”) for Tree Trimming Services.

WHEREAS, the Village advertised for an RFP for Tree Trimming services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as “Bid Specifications”; and

WHEREAS, Contractor submitted a bid for the Services in the amount of Thirty Six Thousand Five Hundred Ninety Six Dollars (\$36,596) dollars in response to the request for bids advertised by the Village, a copy of which Bid is also included in the Bid Specifications

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on September 16, 2024.

NOW THEREFORE, in consideration of Thirty Six Thousand Five Hundred Ninety Six Dollars (\$36,596) to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors



and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. The Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

5. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.

7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Village of North Aurora**

**The Davey Tree Expert Company**

\_\_\_\_\_  
By: Mark Gaffino,

\_\_\_\_\_  
By:

Village President

Title

\_\_\_\_\_  
Title