

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0886

Contract #: 20250008

Start date: 12/2/2024

End date: 6/1/2025

Amount: \$ 47,875.00

Contingency Amount: \$ 4,787.50

Department: Public Works

Total Contract Amount: \$ 52,662.50

Contract Type: Contractor

Contractors Name: Winkler Services LLC

Status of Ownership: Veteran Owned/Small B **Status of Sub:** N/A

Certification: Attached ☐ Self-Certifying ☒ Did not disclose ☐

Contract Description: Winter RIP Tree Maintenance Project



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Winkler Services LLC FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made December 2, 2024, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Winkler Services LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Winter RIP Tree Maintenance Project (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:

☒ The Consultant's Proposal or Bid No. _____, and dated November 22, 2024; and/or

☐ Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");

☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

☒ a not-to-exceed Proposal or Bid amount of \$47,875.00, plus \$4,787.50 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$52,662.50 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$52,662.50. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part

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of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

B. Invoices: The Consultant agrees to and shall prepare and submit:

☒ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or

☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform

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the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

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

- ☒ Scope of Services as set forth in the Consultant's proposal dated November 22, 2024 (Exhibit A)
☐ Schedule of Fees (Exhibit B)

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

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than December 2, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than June 1, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

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

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

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7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Facsimile: _____
Email: mmazza@orlandpark.org

To the Consultant:

Name: Kevin Halbert
Company: Winkler Services LLC
Address: P.O. Box 1154
City, State, Zip: La Grange Park, IL, 60526
Telephone: (708) 544-1219
Facsimile: _____
Email: kevin@winklertree.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or

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to public or private property (the “incident, claim, or complaint”), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

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

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

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of

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the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
 - (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase

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supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) **Umbrella Policy:**

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

(vi) ☐ **Cyber Liability Coverage:** for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

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

D. **All Coverages:**

(i) **No Waiver.** Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

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

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

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

F. **Verification of Coverage:** Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

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

G. **Subconsultants:** Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

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- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
 - B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
 - C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents

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that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission,

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percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

1353879-02-11-14

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor 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) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, 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.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

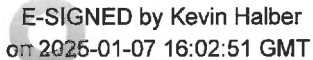
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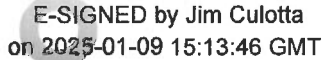
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

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

Winkler Services LLC

VILLAGE OF ORLAND PARK

By:  E-SIGNED by Kevin Halber
on 2025-01-07 16:02:51 GMT

By:  E-SIGNED by Jim Culotta
on 2025-01-09 15:13:46 GMT

Name: Kevin Halber

Name: Jim Culotta

Its Owner

& Authorized Agent

Title: Interim Village Manager

1353879-02-13-14

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated November 22, 2024
and/or in Village Proposal Number _____ dated _____

EXHIBIT B

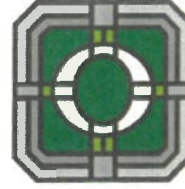
[ATTACH IF REQUIRED]

Schedule of Fees

1353879-02-14-14

EXHIBIT A

Village of Orland Park
2024 Winter RIP Tree Maintenance Project - Proposal Sheet
TREE LOCATIONS ARE HIGHLIGHTED ON THE ATTACHED MAPS All tree removals must be stump ground approximately 6-8" below grade level. All stump grindings must be hauled away to level grade. Contractors are responsible for all utility locates.
Contact Village Forester Georgie Szymczak with any questions: 312-502-8655



TREE TRIMMING - WINTER 2024		
SUBDIVISION	PROPOSAL PRICE	NUMBER OF TREES TO BE TRIMMED
Brook Hills II (Tree Trimming)	\$ 3,525.00	47
Catalina West (Tree Trimming)	\$ 13,575.00	181
Kingswood and Green Valley (Tree Trimming)	\$ 6,075.00	81
Oak Meadows (Tree Trimming)	\$ 2,400.00	32
Sedgewick (Tree Trimming)	\$ 3,375.00	45
Steamstown-Meadowview (Tree Trimming)	\$ 1,350.00	18
Wedgewood Commons (Tree Trimming)	\$ 2,325.00	31
Orland Hills East (Tree Trimming)	\$ 1,650.00	22
Orland Hills West (Tree Trimming)	\$ 2,250.00	30
TOTAL TREE TRIMMING PRICE	\$ 36,525.00	487 Total

TREE REMOVALS - WINTER 2024		
SUBDIVISION	PROPOSAL PRICE	NUMBER OF TREES TO BE REMOVED
Brook Hills II (Tree Removal)	\$ 2,925.00	13
Catalina West (Tree Removal)	\$ 2,800.00	4
Kingswood and Green Valley (Tree Removal)	\$ 225.00	1
Oak Meadows (Tree Removal)	\$ 1,500.00	3
Sedgewick (Tree Removal)	\$ 1,000.00	2
Steamstown-Meadowview (Tree Removal)		0
Wedgewood Commons (Tree Removal)	\$ 900.00	1
Orland Hills East (Tree Removal)	\$ 1,000.00	2
Orland Hills West (Tree Removal)	\$ 1,000.00	2
TOTAL TREE TRIMMING PRICE	\$ 11,350.00	28 TOTAL

AUTHORIZATION & SIGNATURE

Company Name: Winkler Tree & Lawn Care

Name of Authorized Signee: Patrick Leathman

Signature of Authorized Signee: Patrick Leathman

Title: District Manager Date: 11/22/24

2024 Road Improvement Project (RIP) Tree Program Specifications

A. GENERAL REQUIREMENTS

1. Advance Notice to Village by Contractor

The Contractor shall notify via email the Operations Manager or the Consulting Municipal Arborist representative prior to beginning work each day on this contract. The Contractor shall provide weekly updates on the progress of all work. Following the completion of all work, the Contractor inform the Village that the project is complete.

2. Advance Notice to Residents by Contractor

The Contractor shall post suitable advance notice signs (at least 24 hours but not more than 2 days prior to performing work in that location) on streets scheduled to be pruned. Signs are to be posted in both parkways, at intersection corners, and suitable intervals, facing all directions of travel on horses with signage provided by the Village of Orland Park. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. pruning), the date range it is planned for, and any other language approved/required by the Municipality. The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

3. Timeframes and Completion Requirements

The Contractor shall provide the Village with a proposed project schedule within (10) days of the purchase order being issued. All work shall be completed by **March 1, 2025, unless otherwise approved by the Operations Manager.**

4. Site Appearance and Clean-Up

Tree removals and/or pruned limbs and branches temporarily placed in the parkway area shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians including streets, driveways and sidewalks. At all times, pruning crews shall not advance more than 1 block ahead of chipping/clean-up crews.

The Contractor shall clean up the site and remove and dispose of all debris. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. The site shall be returned to the same state it existed in prior to the pruning work. Under no circumstances shall any materials be allowed to lie on the parkway overnight.

As pruning may occur during or after snow events, some debris may filter down through the snow and may not be immediately accessible for clean-up. In these instances, it is the responsibility of the Contractor to re-clean and rake up debris in these areas within 2 to 3 days after the snow melts. No extra payment shall be made for this clean-up work.

5. Protection of Property

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. Holes made in lawns, regardless of size, shall be filled with black dirt and seeded with a turf grass lawn seed mix. Any damage shall be rectified within ten (10) days. Equipment shall not enter upon private property unless the property owner(s) consent or the Operations Manager.

6. Damage to Public or Private Property

Should any damage to private or public property occur because of the service performed or work done by the Contractor, the Contractor shall immediately notify the Operations Manager, the Consulting Municipal Arborist, or other Village representative of such damage. Any correction of damage shall be resolved within ten (10) days after damage occurs. Should the damage not be rectified within the period agreed upon or to the satisfaction of the Operations Manager, the Village reserves the right to repair or replace that which was damaged and assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due the Contractor.

7. Contractor Personnel and Equipment

The Contractor shall supply all material, equipment, and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time. All vehicles and equipment shall have the Contractor's name in a visible location. All vehicles and equipment shall abide by the standards listed in the Traffic Control section. All vehicles and equipment shall have the appropriate items to avoid damage to public and private property (example – boards or pads for outriggers to avoid depressions, etc.)

The Contractor shall employ only competent and efficient employees. All employees and supervisors shall wear uniforms or apparel clearly displaying the company name for ease of identification. All individuals shall be familiar with the removal specifications. The Operations Manager or other Village representative shall have, throughout the life of the contract, the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the Operations Manager, Consulting Municipal Arborist or other Village representative rejects staff, the Contractor must provide replacement staff satisfactory to the Operations Manager or other Village representative in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees is the responsibility solely of the Contractor.

The Contractor shall always endeavor to maintain good relations with the public and respectfully answer questions. If work and equipment must block a driveway, the Contractor shall contact the property resident to inform them of the work, shall keep the time of blockage to a minimum and shall move equipment promptly if requested.

8. Work Crew Supervision

The Contractor shall always provide qualified supervision of each crew while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Operations Manager or other Village representative.

9. Workdays, Working Hours, and After-Hours Contact

The Contractor shall schedule work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, unless authorized by the Operations Manager or another Village representative. Any work within a two-block radius of a school shall be performed between the hours of 9:00 a.m. and 2:00 p.m. It is preferred that work is scheduled on days when school is not in session. Any work along a

street with significant traffic during rush-hours shall be performed between the hours of 9:00 a.m. and 4:00 p.m.

10. Safety Standards

All equipment to be used and all work to be performed shall be in full compliance with the most current revision of the *ANSI Z133.1-2012 Safety Requirements for Arboricultural Operations*, or as amended. Contractor personnel exposed to public vehicular traffic shall wear warning vests or other suitable garments marked with or made of reflectorized material. At a minimum, this includes ANSI Class 2 garments.

11. Traffic Control

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the Village. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to minimize any hazard to traffic or pedestrians. The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) current edition, the State of Illinois *Illinois Vehicle Code*, the Illinois Department of Transportation *Highway Standards*, and the Illinois Department of Transportation *Handbook of Traffic Engineering Practice for Small Cities*. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The Village shall make no separate payment for this work. Traffic control shall include but not be limited to the following:

1. All work vehicles shall be positioned on the same side of the street as the work site.
2. Whenever possible the work site on a two-lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall consider the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
6. Warning signs such as "Men Working" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 36 inches by 36 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 12 inches above the pavement.
7. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
8. Channeling devices such as cones shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Tapers approaching the work zone shall be:

* 150' minimum for posted speed limits 35 mph or higher

* 50' minimum for posted speed limits 30 mph or less

9. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.

10. For lane closures on busy streets, appropriate signal boards and warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.

11. Should complete street closure be required to complete contract work, the Contractor shall notify the Public Works Department to coordinate and to plan appropriate actions. At the time the road is closed, the Contractor shall use appropriate barricades (at least 3 Type II barricades at each intersection), and "Road Closed" and "Detour" arrow signs shall be used to direct traffic around the work area.

12. Flaggers shall be appropriately dressed (orange vest, etc.) to alert motorists, shall stand in a conspicuous position facing approaching traffic, and shall use the proper traffic control sign and IDOT flagging procedures when directing traffic.

12. Inspection of Work

All work shall be completed to the satisfaction of the Operations Manager or the Consulting Municipal Arborist and same shall resolve any questions as to proper procedures or quality of workmanship.

13. Unsatisfactory or Unsafe Work

If, at any time during the contract, the service performed, or work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Village shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The Village reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

14. Utility Locates

Contractors are responsible for all utility locates.

B. TREE PRUNING SPECIFICATIONS

1. Purpose and Pruning Procedures

- a. All pruning shall follow the *ANSI A300 (Part 1) - 2008 Pruning Standard* and the ISA's *Best Management Practices: Tree Pruning (2008)* for the purpose of crown cleaning, crown thinning, crown raising, and structure development.
- b. All pruning shall improve the appearance of the trees, maintaining the crown shape and symmetry typical of the species at its given size and age with an emphasis on the following:
 1. Crown cleaning to remove all dead, diseased, detached and broken branches. This shall apply to all the above described branches and stubs greater than ½" (half inch) in diameter.
 2. Crown thinning to selectively remove live branches to reduce crown density. Branches to be thinned shall be ½" (half inch) diameter and greater. Thinning cuts shall remove crowded and low vigor branches. Thinning shall increase light penetration and air

movement through the crown. Thinning shall also remove suckers from the base of the tree and some waterspouts on the interior. After crown thinning, tree branches shall have foliage and mechanical stress evenly distributed along a branch and throughout the crown. Not more than one-fourth of the crown shall be removed from mature trees.

3. Crown raising to remove lower branches where practical (dependent on tree size) to obtain an eventual full foliage height clearance of fourteen (14) feet on the street side of the tree. All work shall always maintain the crown shape and symmetry typical of the species being pruned, and shall balance the tree evenly. This raising should also allow an eventual clearance over the pedestrian walk of eight (8) feet. Pruning may include reduction cuts to shorten lower limbs or thinning cuts to lighten lower branch loads to achieve clearance if complete branch removal from the tree trunk is not practical.
4. Pruning for structure to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems. Particular attention is to be given to young trees (those less than 40 years old with diameters 6"-24") if a scaffold branch is large in diameter and competes with the leader, then this scaffold branch is to be reduced back to a lateral and/or thinned to obtain a balanced crown shape overall.
5. Pruning to choose and develop a dominant leader. Competing stems and branches are to be subordinated (reduced in length) or removed, particularly if structurally weak "V" crotches occur along the main trunk or are developing within young tree crowns. Special attention shall be given to the effect reducing or removal of such branches will have on the ultimate form of the tree.
6. Pruning for clearance such that branches clear houses, building rooftops, streetlights, and all traffic control devices by a minimum of fifteen (15) feet. Branches shall be pruned such that all traffic control devices (including but not limited to traffic light signals, opticom cameras, STOP and Yield signs, speed limit signs, parking control signs) are visible to moving traffic.

2. Pruning Cuts and Tools

All final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar that leave oval exposed wounds shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.

- b. All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning method. All limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, publicly or privately owned.
- c. Proper tools for pruning shall be used for each cut. Blades of each tool, including hand pruners, pole saws, hand saws, and chain saws, shall be placed on each branch to obtain the proper pruning cut. This shall be done in a way that will not cut, rip, or harm adjacent bark areas.
- d. No person working in trees shall use shoes with spikes, or any other footwear, which will, in the opinion of the Operations Manager, his designee or the Forestry Consultant, injure the tree being pruned. At no time shall any person working in trees for pruning purposes, wear spurs or climbing irons.

3. Pruning of Oak and Elm Species

All American elms (*Ulmus americana*) or other elms susceptible to Dutch Elm Disease and all Oak Species (*Quercus*) shall be pruned by April 1st of each year unless an extension is granted by the Operations Manager, his designee, or the Forestry Consultant.

4. Pruning of Trees Near Power Wires

Trees which have been disfigured due to ComEd pruning for power line clearance shall only be pruned for height clearance from the ground, clearance from buildings, and removal of structurally weak branches or deadwood under this contract.

5. Wood and Chip/Grinding Debris Disposal

Disposal of wood chips and grinding debris generated by work described within this contract shall be the responsibility of the Contractor.

6. Protection of Overhead Utilities

Tree pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to their operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

7. Pruning Height

Trees shall be trimmed at least thirteen (13') feet from street level on the curb side of the tree. Trees shall be trimmed between eight (8') to ten (10') on all other sides of the tree.

C. TREE REMOVAL WORK

1. Tree Removal

The Contractor shall remove all trees designated for removal by the Orland Park Operations Manager or Consulting Municipal Arborist. Removal shall consist of cutting down each tree in a safe manner to a point four inches above the adjacent ground level. Stumps shall be flush and level without pointed wood fibers projecting upward. The Contractor shall remove and dispose of all tree limbs and tree trunks from the site in accordance with applicable ordinances and regulations of the Village of Orland Park, Cook County, and the State of Illinois. The Contractor shall use caution and good judgment during tree removal operations particularly when deciding if it may be appropriate to "flop" a tree, or how to make the final trunk cut of a "limbed" tree. Sidewalks, curbs, streets, and utility access hole structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

2. Wildlife Considerations

Except for infectious diseased trees or structurally hazardous trees, should the Contractor discover a tree marked for removal has interesting wildlife such as owls or songbirds or any birds protected by the

Migratory Bird Treaty Act, the trees are to be "limbed" out to ensure public safety and the Operations Manager notified. Forestry staff will coordinate any public relations. The remaining stem or trunk shall be removed later once wildlife has vacated the tree.

D. STUMP REMOVAL AND RESTORATION WORK

1. Stump Removal

The Contractor shall remove all tree stumps and buttress roots designated by the Operations Manager or Forestry representative to a point approximately eight inches (8") below the adjacent ground level. Additionally, the Contractor shall remove all surface and sufficient subsurface roots as may be necessary to eliminate "humps" in the lawn area adjacent to the stump.

2. Site Appearance and Disposal of Stump Grindings

After the grinding (removal) of a tree stump and all associated roots has been completed, Contractor shall remove **all stump grindings and associated debris** from the site with the appropriate tools for the job within 24 Hours. Grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to the motoring public and pedestrians and to eliminate damage to private property. The Contractor shall also remove and dispose of any flags left by utility companies responding to J.U.L.I.E. locate requests. Disposal of Grinding debris generated by work described in this contract shall be the responsibility of the Contractor.

AUTHORIZATION & SIGNATURE

I have reviewed this documents and agree to fully comply with all specifications herein.

Company Name: Winkler Tree & Lawn Care

Name of Authorized Signee: Patricia Leithman

Signature of Authorized Signee: Patricia Leithman

Title: Dist. Manager Date: 11/22/24

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned KEVIN HALBERT,
(Enter Name of Person Making Certification)
as OWNER,
(Enter Title of Person Making Certification)
and on behalf of WINKLER SERVICES LLC, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 86-1298417
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☒ LLC
☐ Corporation _____
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned ☐	Small Business ☒ (SBA standards)
Women-Owned ☐	Prefer not to disclose ☐
Veteran-Owned ☒	Not Applicable ☐
Disabled-Owned ☐	

How are you certifying? Certificates Attached ☒ Self-Certifying ☐

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned ☐	Small Business ☐ (SBA standards)
Women-Owned ☐	Prefer not to disclose ☐
Veteran-Owned ☐	Not Applicable ☒
Disabled-Owned ☐	

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government 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.

4) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

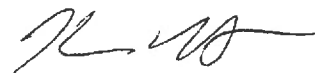
6) TAX CERTIFICATION: Yes ☒ No ☐

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

KEVIN HAUBERT

Name of Authorized Officer

OWNER

Title

12/20/24

Date



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold type** *MUST* be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park	<u>LIABILITY UMBRELLA</u> (Follow Form Policy) ☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate ☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate ☐ Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability
<u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.	<u>PROFESSIONAL LIABILITY</u> ☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ Other: _____ Deductible not-to-exceed \$50,000 without prior written approval
<u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate	☐ <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction
<u>ADDITIONAL INSURED ENDORSEMENTS:</u> (Not applicable for Goods Only Purchases) • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.	☐ <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site ☐ <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage ☐ <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 20th DAY OF DECEMBER, 2024



Signature

KEVIN HARBORT OWNER

Printed Name & Title

Authorized to execute agreements for:

WINKLER SERVICES LLC

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com
INSURED Winkler Services, LLC dba Winkler Tree & Lawn Care P.O. Box 1154 La Grange Park IL 60526	INSURER(S) AFFORDING COVERAGE INSURER A : Pioneer Specialty Ins. Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 40312

COVERAGES**CERTIFICATE NUMBER:** 749885691**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CPP 1257639	2/20/2024	2/20/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CPP 1103948	2/20/2024	2/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	UMB 1043605	2/20/2024	2/20/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV 1033759	2/20/2024	2/20/2025	☒ PER STATUTE ☐ OTHER 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)

Additional insured with respects to General Liability and Auto Liability on a primary & non-contributory basis only when required by written contract. Waiver of subrogation in favor of the additional insured(s) will apply to General Liability and Worker's Compensation only when required by written contract.

Additional Insureds: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 South Ravinia Avenue Orland Park IL 60462	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
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BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage

is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

**SECTION IV – BUSINESS AUTO CONDITIONS,
A. Loss Conditions, 2. Duties In The Event Of
Accident, Claim, Suit Or Loss, a.** is amended by
adding the following:

This condition applies only when the “accident” or
“loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if
you are a corporation; or
- (4) A member or manager, if you are a limited
liability company.

But, this section does not amend the provisions
relating to notification of police, protection or
examination of the property which was subject to
the “loss”.

B. Blanket Waiver of Subrogation

**Section IV – BUSINESS AUTO CONDITIONS, A.
Loss Conditions, 5. Transfer of Rights of
Recovery Against Others to Us,** is amended by
adding the following exception:

However, we waive any right of recovery we may
have against any person or organization to the
extent required of you by a written contract signed
and executed prior to any “accident” or “loss”,
provided that the “accident” or “loss” arises out of
operations contemplated by such contract. The
waiver applies only to the person or organization
designated in such contract.

C. Unintentional Failure to Disclose Hazards

**SECTION IV – BUSINESS AUTO CONDITIONS,
B. General Conditions, 2. Concealment,
Misrepresentation Or Fraud,** is amended by
adding the following paragraph:

If you unintentionally fail to disclose any hazards
existing at the inception date of the policy, or
during the policy period in connection with any
additional hazards, we will not deny coverage
under this Coverage Part because of such failure.

D. Employee Hired Auto

**SECTION IV – BUSINESS AUTO CONDITIONS,
B. General Conditions, 5. Other Insurance,**
paragraph **b.** is deleted and replace by the
following:

b. For Hired Auto Physical Damage Coverage,
the following are deemed to be a covered
“autos” you own:

- (1) Any covered “auto” you lease, hire, rent or
borrow.
- (2) Any covered “auto” hired or rented by your
“employee” under a contract in that
individual “employee’s” name, with your
permission, while performing duties related
to the conduct of your business.

However, any “auto” that is leased, hired,
rented or borrowed with a driver is not a
covered “auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
DESIGNATED PERSON OR ORGANIZATION –
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: WINKLER SERVICES LLC

Endorsement Effective Date:

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED IN A WRITTEN
CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualified as an "insured" under the Who is An Insured provision contained in paragraph A.1. of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the Business Auto and Motor Carrier Coverage Forms and paragraph D.2. of **SECTION I – COVERED AUTOS COVERAGE** of the Auto Dealers Coverage Form.
- B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- C. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
AS REQUIRED IN A WRITTEN CONTRACT	AS REQUIRED IN A WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

However:

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

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

This insurance does not apply to:

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

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

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

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

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

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

whichever is less.

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

- D. As respect to the coverage provided under this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description of Completed Operations
AS REQUIRED IN A WRITTEN CONTRACT	AS REQUIRED IN A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

This insurance does not apply to:

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

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

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

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

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

whichever is less.

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

- D. As respect to the coverage provided under this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception.....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence.....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000	3
• Loss of Earnings Up To \$500/Day	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days.....	4
• Blanket Additional Insured – Vendors – As Required By Contract.....	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises.....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivisions Or Political Subdivision – Permits Or Authorizations	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises.....	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
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• Unintentional Failure To Disclose Hazards.....	9
• Waiver of Subrogation.....	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item 2. Exclusions, Paragraph g. is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item 2. Exclusions, Paragraph j. is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. Exclusions, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 3. This Provision C. does not apply:
 - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
 4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

 - a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

"Bodily injury" or "property damage" arising out of:

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
- a. \$300,000; or
 - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. **Representations And Unintentional Failure To Disclose Hazards**

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item 8. **Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph 9. a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph 14. d. and e. are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. WCV 1033759

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____



ORLAND PARK



Contractual Risk Transfer Evaluation Summary

Date 12/20/24

Vendor/Contractor Name: Winkler Tree & Lawn Care

Contract/Project Name/ #: Tree Trimming & Removal

Contract Type: ☒ Contractor ☐ Prof. Svcs ☐ Goods Only ☐ MSA

MSA Title

Type of Work:

Tree Trimming & Removal

Contract/Project
Summary:

Tree Trimming & Removal

Policy Expiration Date:

2/20/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2m/\$2m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	☒ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☐ Yes	☐ No	☒ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐ Yes	☐ No	☒ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☒ Yes	☐ No	☐ NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

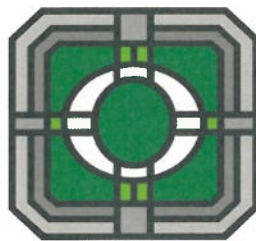
Per Village Contract

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, December 2, 2024

7:00 PM

Village Hall

Board of Trustees

Village President Keith Pekau

Village Clerk Brian L. Gaspardo

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

2024-0886 2024 Winter RIP Tree Maintenance Project

RFQ 21-007 "Tree Services 2021-2023" was issued by the Public Works Department on January 25, 2021, to establish a list of qualified contractors from which to solicit proposals for various Village tree-related projects, including tree installation, removal, trimming, stump removal, and emergency storm services. On March 1, 2021, six (6) tree contractors were approved by the Village Board, and master agreements were established with each company. All MSAs were renewed in 2023, and expire on December 31, 2025.

On November 8, 2024, contractors were issued a "2024 Winter RIP Tree Maintenance Project List". This list detailed the quantity and location within Village parkways where five hundred and fifteen (515) trees are in need of trimming or removal prior to the 2025 Road Improvement Project (RIP) begins. The planting maintenance list was compiled by the Village Forester in conjunction with the Streets Department.

By the close of the proposal period on November 22, 2024, four (4) contractors had submitted proposals. All proposals are attached for reference. A summary of the proposal prices is provided below:

Winkler Tree and Lawn Care: \$47,875.00
Smitty's Tree Service: \$52,510.00
Homer Tree Care: \$ 58,940.00
Davey Tree Expert Company: \$ 67,115.00

Based on proposal pricing, staff recommends accepting the proposal from Winkler Tree and Lawn Care for \$47,875.00 plus a 10% (\$4,787.50) contingency for a total project cost of \$52,662.50. Contingency is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time of Board approval.

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Winkler Tree and Lawn Care as the lowest cost qualified responsive proposal for 2024 Winter RIP Tree Maintenance Project for a cost of \$47,875.00 plus a 10% contingency of \$4,787.50 for a total not-to-exceed cost of \$52,662.50;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the

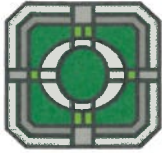
contingency amount.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0886

File ID: 2024-0886

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/19/2024

Agenda Entry: 2024 Winter RIP Tree Maintenance Project

Final Action: 12/02/2024

Title: 2024 Winter RIP Tree Maintenance Project

Notes:

Sponsors:

Res/Ord Date:

Attachments: RIP Tree Proposal Summary, Proposal - Davey,
Proposal - Homer, Proposal - Smitty's, Proposal -
Winkler

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/19/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/02/2024	APPROVED				Pass

Text of Legislative File 2024-0886

..Title

2024 Winter RIP Tree Maintenance Project

History

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Financial Impact

Funding for tree maintenance is available in Public Works account 1008010-443500.

Recommended Action/Motion

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Winkler Tree and Lawn Care as the lowest cost qualified responsive proposal for 2024 Winter RIP Tree Maintenance Project for a cost of \$47,875.00 plus a 10% contingency of \$4,787.50 for a total not-to-exceed cost of \$52,662.50;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O'Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org

**TRUSTEES**

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

December 18, 2024

Patrick Leatherman
Winkler's Tree Services, Inc.
114 N. Mannheim Road
Bellwood, IL 60104

NOTICE OF AWARD – Winter RIP Tree Maintenance Project

Dear Mr. Leatherman,

This notification is to inform you that on December 2, 2024 the Village of Orland Park Board of Trustees approved awarding Winkler's Tree Services, Inc. the contract in accordance with the proposal you submitted dated November 22, 2024 for the Winter RIP Tree Maintenance Project for an amount of \$47,875.00 plus the contingency amount of \$4,787.50 for a total not to exceed amount of fifty-two thousand six hundred sixty-two dollars and 50/100 (\$52,662.50). The contingency may not be spent without prior written approval by the Village through a Change Order Request.

- Submit electronically a Certificate of Insurance and endorsements from your insurance company in accordance with all the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Complete the Certificate of Compliance and sign the Insurance Requirements form.

You will be issued a Notice to Proceed letter after the Exhibit B to the MSA contract has been fully executed. All documents listed above are to be submitted to Ivana Lisnich, Management Analyst at ilisnich@orlandpark.org and are required prior to the commencement of work. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,



Mike Mazza
Operations Manager – Natural Resources and Facilities

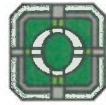
MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

VILLAGE HALL

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

January 9, 2025

Patrick Leatherman
Winkler's Tree Services, Inc.
114 N. Mannheim Road
Bellwood, IL 60104

NOTICE TO PROCEED – Winter RIP Tree Maintenance Project

Dear Mr. Leatherman,

This notification is to inform you that the Village of Orland Park has received the electronic contract and insurance documents in order for work to commence on the above stated project.

Please contact Sean Faulkner at 708-403-6247 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20250008 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Record Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

