

Great Lakes Urban Forestry Management

1485 Louis Bork Dr #113
Batavia, IL 60510
630-762-2400 Fax 630/578-1304
www.grafttreecare.com



Monday, August 17, 2020
Village of Oak Park
201 South Blvd
Oak Park, IL 60302

Attn: Robert Sproule
Re: Storm Damage Monitoring

Dear Rob,

Thank you for the opportunity to provide this proposal for Storm Damage Assessments for the Village of Oak Park's Forestry Department.

With the recent storm this past Monday 8/10, strong winds cane through the area, damaging many trees in Oak Park's urban forest. This has resulted in an increased number of trees which will need to be removed, and potentially hazardous limbs which need to be removed due to storm damage. The Village has requested that we provide a proposal to assist in assessing the damage form the storm and helping to prioritize work.

We look forward to assisting the Village of Oak Park's storm response effort.

Regards-

A handwritten signature in black ink, appearing to read "Stephen D. Lane", is written on a light-colored background.

Stephen D. Lane
Great Lakes Urban Forestry Management, Inc.
Principal / Urban Forestry Consultant,
ISA Certified Arborist #IL 4565A



Project Understanding and Approach

This past Monday 8/10, a storm hit the area with straightline winds in excess of 80 mph. This storm caused severe damage to the tree population, and has resulted in many limb breakages and tree and tree part failures. As the Oak Park crews and contractors get through the initial damage response, there will likely be many trees whose damage was not as clearly obvious at first, but which need to be assessed. For this reason, The Village has requested we provide a proposal to perform a windshield survey of all trees in the Village to look for those which are in need of removal or pruning to remove potentially high risk limbs.

In order to accomplish this, we will send Certified Arborists who are familiar with the Oak Park tree population out into the streets. By performing a driving tour (a "windshield survey") of all trees, our staff will mark each tree which requires removal or hazard pruning in the Village's GIS tree inventory. We will meet with Village forestry staff prior to executing this survey, in order to calibrate to what their definition of trees requiring removal or priority pruning is, so that we can be as accurate as possible.

Upon completion of the survey, we will create a prioritized list of removals and pruning for the Village, so they can begin to contract this work out and get it performed in a timely and safe manner. This process will also be integral in the Village's Risk Management Plan. Since not all trees can be remediated simultaneously, this survey will provide a solid plan on which the storm response is being based. In the event of tree failure causing damage or injury, the Village will be able to show it has created a storm response program and is in the process of executing that process, resulting in reduced liability.

Fee Schedule

<u>TASK / ITEM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Windshield Survey of VOP Tree Population	\$5,250	\$5,250
Data Analysis and Reporting	\$750	\$750
TOTAL		\$6,000

GREAT LAKES URBAN FORESTRY MANAGEMENT will consider your signing and returning one (1) original of this Agreement and an agreed upon General Terms and Conditions as our authorization to proceed. This offer to provide services will remain valid for a period of 90 days from the date of preparation by Great Lakes Urban Forestry Management (as indicated below), after which time if it has not been accepted it will be subject to change. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

CLIENT:

VILLAGE OF OAK PARK

BY: _____

TITLE: _____

DATE: _____

CONSULTANT:

GREAT LAKES URBAN FORESTRY
MANAGEMENT

BY:



TITLE: President/Owner

DATE: August 17, 2020

**Village of Oak Park
Department of Public Works
Administration Division**

MEMORANDUM

DATE: July 6, 2020

TO: John P. Wielebnicki, Director of Public Works

FROM: Diane Stanislavski, Budget & Revenue Analyst

Cc: Rob Sproule, Assistant Public Works Director

RE: Reduce PO due to Covid-19

Due to Covid-19 there has been a reduction in PO# 01953 for Graf Tree Care account number 1001-43800-101-530667 from \$25,000 to \$17,500.

Thank you.

Pending vmo approval
Jan 2/19/20

Village of Oak Park
Department of Public Works
Administration Division
MEMORANDUM

February 19, 2020

TO: Cara Pavlicek, Village Manager

FROM: John P. Wielebnicki, Public Works Director

CC: Rob Sproule, Forestry Superintendent

RE: Graf Tree Care, Inc. dba Great Lakes Urban Forestry Management
2020 Contract for Forestry Consulting Work

Graf Tree Care, Inc. has been a partner with the Village since 2014 when they completed our total tree inventory in a geographical database format. Over the last few years they have designed our GIS based management system, helped us design our workflows for tree removal and planting and inventory a third of the Village's trees each year. They did an excellent job and are a great partner. Graf was asked to provide a proposal for additional services in 2020 (See attached). Graf Tree Care has separated their urban forestry consulting business from Graf Tree Care, Inc. and will be doing business as Great Lakes Urban Forestry Management moving forward.

The adopted Fiscal Year 2020 Forestry budget includes \$17,500.00 for inventorying and updating one third of the parkway trees and \$7,500.00 for Risk Management and Consulting Assistance within the External Support line item (1001-43800-101-530667). This line item is utilized for forestry related consulting services required by the Village.

Attached is a professional services proposal from Great Lakes Urban Forestry Management for \$24,770.00 for Forestry Consulting Services. Work will include updating one third of our existing inventory, add new tree and planting sites to the inventory and provide consulting services on our GIS based Forestry management system. Approval of the attached professional services agreement for \$25,000.00 with Graf Tree Care, Inc. dba Great Lakes Urban Forestry Management for 2020 is requested.

In the fall of 2020 staff intends to seek updated proposals for these services from area professionals for work in 2021.

Please feel free to contact me if you have any questions.

Thank you.



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 26 day of February, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Graf Tree Care, Inc., d/b/a Great Lakes Urban Forestry Management, an Illinois corporation (hereinafter referred to as the "Consultant").

RECITAL

WHEREAS, the Village intends to have the Consultant provide Urban Forestry Management professional consulting services (hereinafter referred to as the "Project") pursuant to Consultant's Proposal dated January 7, 2020, attached hereto and incorporated herein by reference (hereinafter referred to as "Consultant's Proposal") and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **RECITAL INCORPORATED.**

The above recital is incorporated herein as though fully set forth.

2. **SERVICES OF THE CONSULTANT.**

2.1. The Project consists of professional environmental engineering services, as more completely described in the Consultant's Proposal (hereinafter referred to as the "Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Public Works Director or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Phil Graf as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$25,000.00. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) Professional Liability:

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation

insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:
Each Occurrence/Aggregate \$2,000,000.00

- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the

other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for

three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant,

and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

15. NO COLLUSION.

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Consultant:

Phil Graf
1485 Louis Bork Dr. #113
Batavia, IL 60510
Email: phil@graftreecare.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

23. AUTHORIZATIONS.

23.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

Date: 2/27, 2020

GRAF TREE CARE, INC., d/b/a GREAT LAKES
URBAN FORESTRY MANAGEMENT

Philip M. Graft
By: Philip M. Graft
Its: President

Date: March 6, 2020

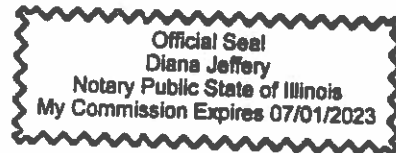
ATTEST:

REVIEWED AND APPROVED
ASTOFORM

Robert K. [Signature]
FEB 20 2020
LAW DEPARTMENT

Diana Jeffery
By:
Its:

Date: March 6, 2020



Great Lakes Urban Forestry Management

1485 Louis Bork Dr #113
Batavia, IL 60510
630-762-2400 Fax 630/578-1304
www.graftreecare.com



Tuesday, January 07, 2020
Village of Oak Park
201 South Blvd
Oak Park, IL 60302

Attn: Robert Sproule
Re: Forestry Consulting

Dear Rob,

Thank you for the opportunity to provide this proposal for ongoing consulting services for the Village of Oak Park's Forestry Department.

Having acted as your Urban Forestry Consultant since we performed your initial inventory in 2014, with updates each year since, we are prepared once again to be your Urban Forestry Consultant for another year. We also look forward this year to assisting the Village in the creation of an Urban Forestry Management Plan. We will also be proposing to assist the Village in adding newly planted trees to its inventory by way of collecting them with a handheld GPS unit and adding them to the existing inventory. We have also supplied an estimate for updating the existing inventory in 2020 for the newly expanded pruning section(s) which are to be pruned during the winter of 2020/2021.

We look forward to assisting the Village of Oak Park's Forestry Department during this upcoming year, and hopefully continuing that partnership into the future.

Regards-

Phil Graf, Great Lakes Urban Forestry Management, Inc.
Urban Forestry Consultant, ISA Certified Arborist #IL 1553-AM, Municipal Specialist



Ongoing Support

As an additional measure of customer satisfaction, we would also like to offer our services in regards to ongoing database support and workflow management. If there are any aspects of the data or the updating workflows which require alteration, we will perform such alteration to meet the Village's needs. We have therefore included an estimated 16 hours in the upcoming calendar year for incidental training on new workflows, meetings, and miscellaneous training.

Tree Inventory Additions

The Village is currently planning for two tree plantings in 2019. It is anticipated that approximately 420 new trees will be planted, 250 trees in the spring and 170 trees in the fall of 2019. We propose that after each planting, we collect data on the new trees using the same collection file that was used during the original data collection phase of the project. This will ensure that the new trees will seamlessly integrate into the database.

Tree Inventory Maintenance

Prior to the tree maintenance pruning program, beginning in the summer of 2020, we propose re-assessing all trees in the target area. This is anticipated to be a total of 6,500 trees, as the pruning sections will now be expanded to reduce the pruning cycle to 3 years from 4. Each tree will be re-measured and completely re-inventoried, with every tree being updated as necessary, and checked for accuracy. Following these data updates, we will update the GIS tree layer to reflect the changes, keeping the data accurate. In addition to updating the existing trees in the inventory, we will also GPS locate all open planting sites located in the Village, as well as shoot newly planted trees into the inventory. Please note that we are using one unit cost for all for all of these items this year as opposed to line iteming each out as we have in years past. We will also provide an updated Tree Inventory Report.

Reforestation Planning

For the past 2 years, GLUFM staff reviewed all open planting sites in the village, and performed a planting site assessment of each. These assessments focused on attempting to match the right tree to the conditions associated with each site. Data such as parkway width, available aboveground growing space, soil moisture levels, nutrient and salt loading, and recommended form were taken into account, and an appropriate tree was selected for each site. We are proposing that this program continue in 2020, and that newly vacated sites be assessed before planting takes place. We anticipate approximately 300 sites will become available for assessment this year due to tree removal, and have factored this into our price for 2020.

Urban Forestry Management Planning

As Oak Park continues with its innovative Urban Forestry program, it has been decided that a formal Urban Forestry Management Plan should be created to guide the activities of the Forestry program into the future. Such a plan analyzes current status of the program, future goals, and establishes benchmarks along the way as stepping stones towards the larger goals. It also needs to be flexible and adaptive, so that potentially unforeseen circumstances can be accommodated, such as new pests or pathogens, techniques, and technologies. The Forestry department has asked for feedback and assistance from Great Lakes UFM in developing the plan, and we have included a line item below for this service.

Tree Inventory File Updates

As we always seek to make our files and processes better and more improved, we would propose that we meet with Oak Park staff to perform updates on the inventory file. This will ensure that the file is as up to date as possible with the latest in GIS technology, and that the Forestry department is getting its needs and goals met effectively.

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Fee Schedule

TASK / ITEM	UNIT COST	TOTAL COST
Tree Inventory maintenance	\$2.80/tree Estimated 6,500 trees	\$18,200
Tree Inventory New Additions	\$3.50/tree Estimated 420 trees	\$1,470
Urban Forestry Management Plan	\$90/hr Estimated 32 hours	\$2,880
Reforestation Planning	\$5/site @ 300 Sites	\$1,500
GIS File Updates	\$90/hr Estimated 8 hours	\$720
TOTAL		\$24,770

*In the event that the Village should request additional hours on any given part of this project, or any other Urban Forestry related project, the hourly rate is \$90/hour. Any time not used for the line items above shall not be billed. Any trees not updated will not be billed.

GREAT LAKES URBAN FORESTRY MANAGEMENT will consider your signing and returning one (1) original of this Agreement and an agreed upon General Terms and Conditions as our authorization to proceed. This offer to provide services will remain valid for a period of 90 days from the date of preparation by Great Lakes Urban Forestry Management (as indicated below), after which time if it has not been accepted it will be subject to change. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

CLIENT:

VILLAGE OF OAK PARK

BY: _____

TITLE: _____

DATE: _____

CONSULTANT:

GREAT LAKES URBAN FORESTRY
MANAGEMENT

BY: Phil Duf

TITLE: President/Owner

DATE: January 7, 2020



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	61165207
Entity Name	GRAF TREE CARE, INC
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Thursday, 13 July 2000
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name	PHILIP GRAF
Address	28W324 INDIAN KNOLL TRAIL WEST CHICAGO , IL 60185
Change Date	Monday, 17 July 2006

Annual Report

Filing Date	Tuesday, 25 June 2019
For Year	2019

Officers

President Name & Address	PHILLIP M GRAF 28W324 INDIAN KNOLL TRAIL WEST CHICAGO 60185
Secretary Name & Address	SAME

Assumed Name

ACTIVE	GREAT LAKES URBAN FORESTRY MANAGEMENT
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2020

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 American Advantage - Petersen & Associates, Inc. 14785 W National Ave New Berlin WI 53151		CONTACT NAME: Ryan Watry PHONE (A/C, No, Ext): (262) 432-0789 FAX (A/C, No): (262) 432-0790 E-MAIL ADDRESS: ryan@petersenassoc.com	
INSURED Graf Tree Care, Inc. 1485 Louis Bork Dr Batavia IL 60510		INSURER(S) AFFORDING COVERAGE INSURER A: NSI INSURER B: Amerisafe INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2031903464 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		A420554 02	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A420554 02	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		A420554 02	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
B	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 Y	AVWCIL2629802019	09/08/2019	09/08/2020	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)

CERTIFICATE HOLDER

Village of Oak Park
123 Madison St

Oak Park IL 60302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan Watry

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