

Request for Proposal

Tree Removal Services

The Village of Romeoville is requesting proposal from qualified companies for tree removal services.

This work and all items incidental to this work shall be paid for at the contract unit price per inch of diameter at breast height (DBH) for tree removal of the specified size shall include tree and stump removal and the restoration therein. The list enclosed in this document is for estimating purposes only and shall not be used as a determination of the actual quantities of work to be provided. The Village will provide the contractor a list of locations.

Scope of Work:

The contractor will be responsible for the following:

- Contactor shall be for the term of 1 year, with the option to renew upon mutual agreement by both parties.
- Removal and satisfactory disposal of all trees designated.
- Removal of tree stump to a depth not less than twelve (12) inches below the elevation of the finished earth surface.
- All irregularities in the finished earth surface due to tree removal, stump removal, or use of heavy equipment shall be filled with dirt to a height above the existing ground not to exceed 8 inches.
- All excess debris generated by the above operations shall be disposed of off-site by the Contractor. (Cost of disposal shall be included in the unit prices for each item). No additional compensation will be made for this disposal.
- Contractor shall refrain from "Flopping" the tree. All trees shall be "limbed out" prior to the final cutting of the trunk.
- Sidewalks, curbs, streets, manholes, and vaults shall always be protected from the impact of falling wood by the use of tree or limb ground supports.
- The stump left from removing the tree, prior to stump removal, shall not exceed a height of five (5) inches above ground.
- Restoration shall consist of the placement of a minimum of 2 inches and maximum of 8 inches of pulverized dirt, top dressed with dirt, seed, and straw blanket.
- As work proceeds, immediately clean up all debris resulting from the tree removal operations so as to leave no hazards or nuisances. Streets shall remain passable at all times. The Contractor shall arrange to keep sidewalks open whenever possible. Signs and/or cones must be properly used when closing sidewalks, NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY MORE THAN 24 HOURS OR OVER THE WEEKEND.
- During operation, the Contractor shall provide the workers and equipment required to perform the service adequately. This includes a minimum of four to eight workers, an aerial lift truck, a dump truck, a brush chipper (12" or larger), Chipper truck (min 20-25 yard capacity), stump grinder, and the necessary ladders, ropes, safety equipment, power saws, and hand tools normally needed to perform the service required.

- Work shall be performed only within the hours declared in accordance with the Village ordinance.
 - Payment for this contract will be on a per tree basis in classes as declared below which will include the cost of removing and disposing of debris, measurements of the tree shall be taken by the Contractor and verified by a Village representative before the removal occurs and payment is made.
 - (a) Diameter at Breast Height (DBH) for tree shall be measured with a standard tape at 4-1/2 feet from the ground.
 - (b) Payment for removals will be based on the measured and verified DBH as follows:
 - a. 6-12" (6.0" up to and including 12.4" DBH)
 - b. 13-24" (12.5" up to and including 24.4" DBH)
 - c. 25-36" (24.5" up to and including 36.4" DBH)
 - d. 37+" (36.5" and over DBH)
 - All work shall be conducted under the supervisions of an ISA certified arborist. Said Arborist shall be an employee on staff with the Contractor. Arborist need not be on site at all times. Contractor shall have a designated Supervisor on site at all times to manage and direct crews.
 - Prior to proceeding with any underground work, the Contractor shall contact all utility companies in the area to aid in locating their underground services. The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in the existing watermain, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services.
 - Repair of all damage done to sidewalks, driveways, curbs, streets, fire hydrants, buffalo boxes, street and traffic signs, light standards, or other structures, lawn, trees, and other City or private property during the operations of this tree removal contract shall be repaired at the Contractor's expense. Repairs or replacement shall be accomplished as soon as possible after the date of damage has occurred.
 - In the performance of this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including the following:
 - (a) Contractor shall abide by all OSHA, Standard Specifications for Traffic Control Devices, ISA (International Society of Arboriculture) and American National Standards Institute (ANSI A300, ANSI Z133) regulations
1. **Prevailing Wages:** Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).
 2. **Qualifications/Experience:** Describe the firm's qualifications and experience with this type of work. Give examples and reference contact information for three projects of similar scope and size.

3. **Schedule:** Provide an estimated project schedule to complete the scope of work described above.
4. **Safety:** Provide information regarding firm's safety record and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
5. **Selection:** It is the Village's intent to select a contractor that will, in the Village's sole determination, provide the means to fulfill the requirement of the proposal for the tree removals at the least cost. Price must include any/all fees related to the project requirements. Village reserves the right to require the selected contractor to enter into a written contract acceptable to the Village that memorializes the substance of the contractor's proposal.
6. **Insurance:** At the Contractor's expense, the Contractor shall procure and maintain in effect throughout the duration of this Agreement, commercial general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor must furnish Certificates of Insurance to the Village naming the Village as additional insured by written endorsement before staff recommends award of the Agreement to Village Board. If requested, the Contractor will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and have a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, Contractor will notify the Village and promptly obtain replacement coverage. The Contractor must provide proof of replacement insurance that is acceptable to the Village prior to the expiration date. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. The limit must be on a "Per Project Basis". Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the Village. All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for such limits as may be required and approved by the Village from time to time, based on the specific nature of the project in question, or greater where required by law. If the Contractor maintains higher limits than the minimum acceptable to the Village, the Village shall be entitled to coverage for higher limits maintained by the Contractor.

7. Proposal Due

Proposal must be submitted by August 27 at 11am

Village of Romeoville
Attn: Lisa Allen c/o Tree Removal Services RFP
615 Anderson Dr.
Romeoville, IL 60446

lallen@romeoville.org (it is the responsibility of the submitter to verify the proposal has been received if sent via email)

REQUEST FOR PROPOSAL – DETAILED COST SHEET SUBMITTAL

Note: All Sections of the Proposal must be completed

The undersigned, having examined the specifications and conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty days.

I hereby certify that the item(s) proposed is/are in accordance with specifications as noted and that the prices quoted are not subject to change; and that

Homer Tree Care, Inc. (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

Homer Tree Care, Inc. (Company Name) provides a drug-free workplace pursuant with 30ILCS 580/1, et seq.; and that

Homer Tree Care, Inc. (Company Name) certifies that they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

Homer Tree Care, Inc. (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and programs.

Company Name: Homer Tree Care, Inc.

Company Address: 14000 Archer Ave., Lockport, IL 60441

Email Address: jimreiter@homertree.com

Phone Number: 815-838-0320

Signature: Printed Name & Title: Jim Reiter, Chief Operating Officer

Village of Romeoville			
Tree Removal Request for Proposal			
Schedule of Prices			
Item #	Item Description	Units	Unit Price
1	Tree Removal 6" to 12" (6.0" to 12.4" DBH)	In-Dia	\$ 20
2	Tree Removal 13" to 24" (12.5" to 24.4" DBH)	In-Dia	\$ 27
3	Tree Removal 25" to 36" (24.5" to 36.4" DBH)	In-Dia	\$ 30
4	Tree Removal 37 "+" (36.5" DBH and over)	In-Dia	\$ 35



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2025

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

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

PRODUCER 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 Homer Tree Care, Inc. 14000 Archer Ave. Lockport IL 60441		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Accident Fund Insurance Company of America		10166
		INSURER B: Pioneer State Mutual Insurance Company		18309
		INSURER C: Aspen American Insurance Co.		43460
		INSURER D: Mt. Hawley Insurance Company		37974
		INSURER E: Pioneer Specialty Ins. Company		40312
		INSURER F: SiriusPoint Specialty		16820

COVERAGES**CERTIFICATE NUMBER:** 223740338**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
B	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPP 1087512 12	5/15/2025	5/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPP1086774	5/15/2025	5/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB1014555 TSX-000912-24	5/15/2025 5/15/2025	5/15/2026 5/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 ccurrence/Aggregate \$5M / \$5M
A	<input checked="" type="checkbox"/> 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	3C WCP 100022184 04(POP)	5/15/2025	5/15/2026	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Leased/Rented Equipment Pollution Liability			IM013FK25 EGL0011850	1/18/2025 5/15/2025	5/15/2026 5/15/2026	Limit 1,000,000 Limit \$1,000,000

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

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation apply to the general liability, workers compensation, and auto liability policies in favor of the stated additional insureds only when required by written contract. Umbrella follows form. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road & Bridge Construction.

Village of Romeoville

CERTIFICATE HOLDER**CANCELLATION**

Village of Romeoville
1050 West Romeo Road
Romeoville IL 60446-1530

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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Certified Arborists

Ivan Ortega- IL 9414A
Year's Experience: 13

Tim Shepard - WE 6791A
CTSP #293
Year's Experience: 22

Ryan P. Countryman- IL 5140B
CTSP # 1093
TRAQ
Year's Experience: 26

*** Arborists also CTSP Certified**



Municipal Reference List

Village of Barrington

Ryan Murphy - (847) 561-1593

Village of Clarendon Hills

Joe Ferrell - (630) 323-6673

Village of Country Club Hills

Bob Mahy - (708) 466-2986

City of Darien

John Carr - (630) 514-1531

Village of Downers Grove

Kerstin von der Heide - (630) 434-5460

City of Elmhurst

Mark Stevens - (630) 530-3126

Forest Preserve District of Will County

Adam Oestmann - (815) 545-3743

Frankfort Township Highway Dept.

Bill Carlson - (815) 405-6957

Village of Fox River Grove

John Reese - (847) 639-6165

Village of Frankfort

Terry Kestel - (815) 405-7198

Glenview Park District

Ken Wexler - (224) 521-2264

Homer Township Highway Dept.

Dale Hostert - (708) 301-0246

Village of Hinsdale

John Finnell (630) 789-7043

City of Joliet, IL

Alex Benton - (815) 724-3650

Lockport Township Highway Dept.

James Louch - (815) 726-6056

Lockport Township Park District

Ken Tondini - (815) 263-6340

City of Lockport

Joe Cronin - (815) 838-1705

Elk Grove Village

Bill Bolich - (224) 277-0332

Village of Mount Prospect

Dave Hull - (847) 870-5640

Naperville Park District

Beth Myers (630) 408-0347

Village of New Lenox

Ken Kirkland - (815) 791-5377

Orland Township Highway Dept.

Nora - (708) 403-5148

City of Zion

Christofer Nikkinen - (708) 499-7098

Plainfield Park District

Paul Crisman - (815) 436-8812

City of Palos Heights

Bob Murphy - (708) 361-1800

Village of Niles

Charles Ostman - (847) 588-8041

Equipment/Vehicle List Owned by Homer Tree Care, Inc.

Aerial Bucket Trucks

#316 – 2014 Peterbuilt 337 Terex 60/70' Elevator Lift RM
#317 – 2014 Peterbuilt 337 Terex 60' Lift RM
#318 – 2014 Peterbuilt 337 Terex 60' Lift RM
#189 – 2006 GMC 7500 Terex 65' Lift RM
#188 – 2006 GMC 7500 Terex 65' Lift RM
#190 – 2007 GMC 7500 Terex 60' Lift Forestry
#160 – 2005 GMC 7500 Terex 60' Lift Forestry
#296 – 2005 International 4200 Altec 60' Lift Forestry
#298 – 2004 Ford F750 Terex 60' Lift Forestry
#248 – 2000 GMC 7500 Terex 60' Lift Forestry
#505 – 2024 Freightliner 75' Lift RM
#506 – 2024 Freightliner 75' Lift RM
#445 – 2024 Freightliner 60' Lift RM
#446 – 2005 Freightliner 60' Lift RM

Chipper Box Trucks

#319 – 2014 Peterbuilt 337 30 Yard Capacity
#320 – 2014 Peterbuilt 337 30 Yard Capacity
#321 – 2014 Peterbuilt 337 30 Yard Capacity
#276 – 2013 International 4300 30 Yard Capacity
#275 – 2013 International 4300 30 Yard Capacity
#273 – 2013 International 4300 30 Yard Capacity
#244 – 2012 International 4300 30 Yard Capacity
#243 – 2012 International 4300 30 Yard Capacity
#191 – 2007 GMC 7500 25 Yard Capacity
#250 – 2000 GMC 6500 30 Yard Capacity
#299 – 2003 International 4200 25 Yard Capacity
#808 – 2003 Ford F450 HD 4 Yard Capacity
#301 – 2002 International 4300 25 Yard Capacity
#308 – 2002 GMC 6500 30 Yard Capacity
#508 – 2024 Freightliner 30 Yard Capacity
#509 – 2024 Freightliner 30 Yard Capacity

Log Loaders

#95 – 2008 Kenworth w/serco 7500 Loader w/trailer
#229 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer
#231 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer

Truck Mounted Cranes

#395 – 2017 Peterbuilt W/ National Crane 129' 30 ton

Dump Body Trucks

#350 – 2015 Ford F350 4x4 w/
#330 – 2014 Ford F550 4x4 w/11ft. dump body
#41 – 1999 GMC 3500 4x4 w/8ft. dump body
#40 – 1999 GMC Sierra 3500 4x4 w/8ft. dump body
#705 – 1995 Freightliner F.L. 70 w/22 ft. dump body

Support Vehicles

#239 – 2011 Chevy 1500 Pick-up
#240 – 2011 Chevy 1500 Pick-up
#241 – 2011 Chevrolet 1500 Pickup

Brush Grinders

#334 – 2014 Drum Bandit 2090
#335 – 2014 Drum Bandit 2090
#336 – 2014 Drum Bandit 2090
#332 – 2014 Drum Bandit 1890
#333 – 2014 Drum Bandit 1890
#302 – 2013 Drum Bandit 1890
#303 – 2013 Drum Bandit 1890
#304 – 2013 Drum Bandit 1890
#251 – 2012 Vermeer 1800 XL
#252 – 2012 Vermeer 1800XL
#253 – 2012 Vermeer 1800XL
#254 – 2012 Vermeer 1800XL
#255 – 2012 Vermeer 1800XL
#256 – 2012 Vermeer 1800XL
#193 – 2006 Vermeer 1400XL

Stump Grinders

#323 – 2013 Vermeer SC 1152
#355 – 2013 Vermeer SC 1152
#356 – 2013 Vermeer SC 1152
#357 – 2013 Vermeer SC 1152
#358 – 2013 Vermeer SC 1152
#307 – 2013 Vermeer SC 802
#279 – 2012 Vermeer SC 802
#274 – 2012 Vermeer SC 60TX
#235 – 2010 Vermeer SC 60TX
#198 – 2007 Vermeer SC 60TX
#812 – 1998 Vermeer SC 1102

Mini Skid Steer

2 Ditch Witch
2 Vermeer



DRUG AND ALCOHOL POLICY

VOLUNTARY ASSISTANCE:

Homer Tree recognizes that drug or alcohol may be a disease and that with proper medical care and treatment, the disease can be controlled so that the affected employee can resume productive employment and normal personal relationships. With this objective in mind, Homer Tree is committed to providing confidential assistance without penalty to all supervisory and full time employees who voluntarily seek medical help for a drug or alcohol dependency problem. An employee who voluntarily seeks assistance will be referred by Homer Tree to a qualified chemical dependency counselor or treatment center for evaluation and assistance. The employee's voluntary agreement to participate in any approved treatment program will not subject the employee to any type of disciplinary action unless the Manager determines that the particular facts in the case (e.g. excessive relapses; the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) warrant appropriate discipline, including termination.

DETECTION AND TESTING:

All supervisory personnel are responsible for being continually alert to employee behavior, giving careful attention to unusual behavior, significant mood changes, performance problems, accidents or misconduct. If a supervisor has reasonable cause to suspect that any employee's use of drugs or alcohol is a contributing factor to such behavior, the supervisor shall notify Management of the incident. After consultation with Management, the supervisor shall meet privately with the employee to discuss the incident and to advise the employee of such suspicion. At that time, the employee will be given reasonable opportunity to provide a mitigating explanation. If the supervisor still has reasonable cause to suspect that the use of drug or alcohol is involved, Homer Tree may elect to refer the employee to an approved medical facility for a drug/alcohol evaluation. If the employee refuses to submit to such an examination, the employee shall be subject to appropriate discipline, including termination.

If the employee consents to a drug/alcohol evaluation, and the evaluation shows a confirmed positive in any approved treatment program shall result in no disciplinary penalty for the first adverse incident, unless Management determines that the particular facts in the case (e.g. the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) were so blatant, regardless of whether drugs or alcohol were involved, as to warrant appropriate discipline, including termination. At any time during treatment, eligible employees are entitled to request medical leave and may receive disability income and/or medical benefits pursuant to the terms and conditions of those policies. If after completion of an approved program, the employee engages in further incidents involving drugs or alcohol, Homer Tree reserves the right to take all appropriate disciplinary actions, including termination.



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

SEXUAL HARASSMENT POLICY

All employees have the right to work in a work environment free from sexual intimidation and/or harassment of any kind. It is the Company's express policy **not** to tolerate sexual harassment of or by any of its employees.

Sexual harassment is considered to exist whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment which is intimidating, hostile, or offensive to the employee.

For example, foul language or sexually-oriented jokes, remarks or gestures may often be offensive to another employee and thus should not occur.

Any employee engaging in practices or conduct constituting sexual harassment shall be subject to disciplinary action, up to and including discharge.

Any employee who feels he or she has been sexually harassed by a Company employee should report any such complaint or matter in full confidence to the Office Manager. If the Manager is not available, or the employee for any reason does not feel comfortable complaining to her, such employee should contact the President/Owner or any management executive with whom he or she feels comfortable.

Any supervisor who becomes aware of any possible sexual harassment of or by any employee should immediately advise the Manager, who will immediately investigate the conduct and ensure the matter is resolved.