

# VILLAGE OF LOMBARD

## Contract for Tree & Stump Removal

CONTRACT DOCUMENT NUMBER PWO 1314

This agreement is made this 7<sup>th</sup> day of March, 2013  
between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Ciosek Tree Service) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

### **TREE REMOVAL**

11 TO 24 INCHES  
IN DIAMETER  
AT DBH OF 4.5' \$ 365.00 Per Tree

### **TREE REMOVAL**

25 TO 32 INCHES  
IN DIAMETER  
AT DBH OF 4.5' \$ 600.00 Per Tree

### **TREE REMOVAL**

OVER 32 INCHES  
IN DIAMETER  
AT DBH OF 4.5' \$ 950.00 Per Tree

### **TREE STUMP REMOVAL ONLY**

(From Trees Removed by Village Crews)  
STUMP DIAMETER INCHES  
IN DIAMETER \$ 3.00 Per Inch  
AT GRADE

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. PWO 1314  
for Tree & Stump Removal, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document

No. PWO 1314- Legal Notice

- iv) General Terms, Conditions and Instructions
  - v) Specific Terms, Conditions and Instructions and Blue Prints
  - vi) Bid Proposal Form
  - vii) Plans and Specifications and Specification Deviation Form
- b. The Contractor's Bid Proposal Dated February 22, 2013
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ 63,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
  3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities. *- Per contract bid, this is not prevailing wage. D.C.*
  4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within \_\_\_\_ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
  5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
  6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
  7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
  8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by the Village President, and the Contractor have hereunto set their hands this 7<sup>th</sup> day of March, 2013.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 7<sup>th</sup> day of March, 2013.

Individual or Partnership \_\_\_\_\_ Corporation X

[Signature] Secretary  
By \_\_\_\_\_ Position/Title

By \_\_\_\_\_ Position/Title

Ciosek Tree Service, Inc.  
Print Company Name

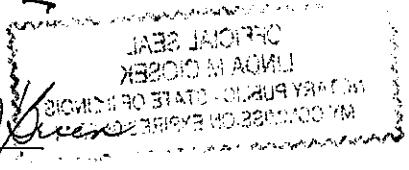
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of March, 2013.

[Signature]  
William Ware  
Village President

Attest:

[Signature]  
Brigitte O'Brien  
Village Clerk



Approved for issuance:

\_\_\_\_\_  
Rhonda Heabel Date  
Management Analyst

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer Date  
Village Attorney

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

Ciosek Tree Service, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for Tree & Stump Removal (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By:   
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 20<sup>th</sup>  
day of March, 2013.

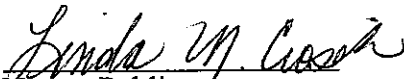
  
Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

Ciosek Tree Service, having submitted a bid/proposal for  
Tree & Stump Removal, to the Village of Lombard, hereby certifies that said contractor has  
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 20<sup>th</sup>  
day of March, 2013.

Linda M. Ciosek  
Notary Public

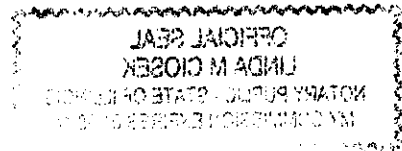
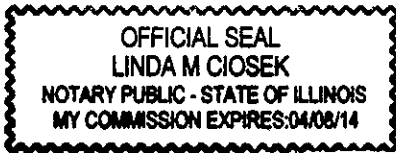


Exhibit "C"

CONTRACTOR'S CERTIFICATION:

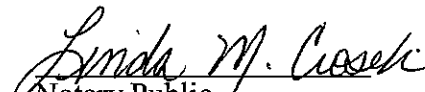
Illinois Department of Revenue - Tax Compliance

Ciosek Tree Service, having submitted a bid/proposal for  
Tree & Stump Removal, to the Village of Lombard, hereby certifies that said contractor is  
not delinquent 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.

By:   
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 20th  
day of March, 2013.

  
Notary Public

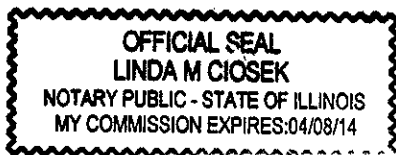
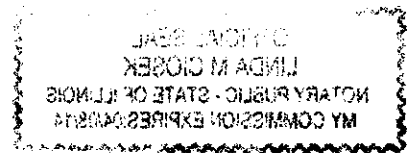
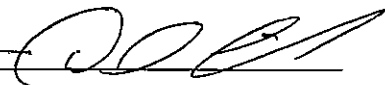


Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

Ciosek Tree Service hereby certifies that it is in full compliance with the  
[Company Name]  
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR  
382 et.seq., and that all employee drivers  
[name of employee/driver or "all employee drivers"]  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

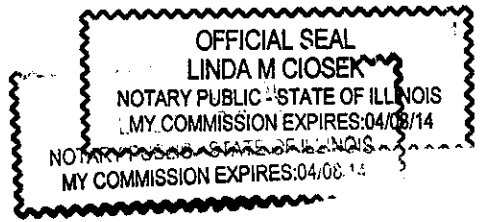
Ciosek Tree Service  
[Company Name]

By: David Ciosek 

Its: Secretary

SUBSCRIBED AND SWORN TO  
before me this 20<sup>th</sup> day  
of March, 2013.

Linda M. Ciosek  
NOTARY PUBLIC



**Exhibit "E"**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability  
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

