

# VILLAGE OF LOMBARD

## TREE & STUMP REMOVAL

CONTRACT DOCUMENT NUMBER PWO 1014

This agreement is made this 4<sup>th</sup> day of June, 2009 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Dawsons Tree Service, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth 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:

<u>ITEM</u>	<u>UNIT PRICE</u>
<b>TREE REMOVAL</b> 11 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>362.88</u> Per Tree
<b>TREE REMOVAL</b> 25 TO 32 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>575.00</u> Per Tree
<b>TREE REMOVAL</b> OVER 32 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>925.00</u> Per Tree
<b>TREE STUMP REMOVAL ONLY</b> (From Trees Removed by Village Crews) STUMP DIAMETER INCHES IN DIAMETER AT GRADE	\$ <u>4.08</u> Per Inch

**TOTAL CONTRACT PRICE:** \$ 29,502.60


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 1014 for Tree & Stump Removal, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO 1014 - 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 May 13, 2009
  - 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 services which are the subject matter of this Contract the total sum of \$ 29,502.60 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 4<sup>th</sup> day of June, 2009.

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 4<sup>th</sup> day of June, 2009.

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

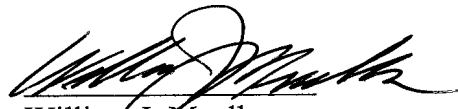
 PRESIDENT  
By \_\_\_\_\_ Position/Title

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

DAWSONS TREE SERVICE, INC.  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4<sup>th</sup> day of June, 2009.

  
William J. Mueller  
Village President

Attest:

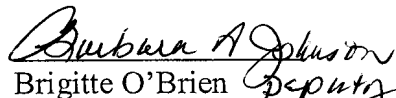

  
Brigitte O'Brien Deputy  
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

DAWSONS TREE SERVICE, INC. (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for TREE REMOVAL & 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 10<sup>th</sup>  
day of June, 2009.

Kelly M. Meisner  
Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

DAWSONS TREE SERVICE, INC., 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:   
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 10<sup>th</sup>  
day of June, 2009.

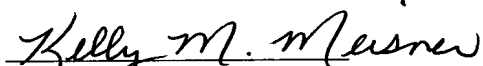
  
Notary Public




Exhibit "C"

CONTRACTOR'S CERTIFICATION:

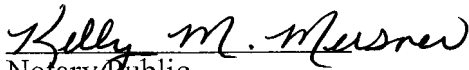
Illinois Department of Revenue - Tax Compliance

DANSONS TREE SERVICE, INC., 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 10<sup>th</sup>  
day of June, 2009.

  
Notary Public

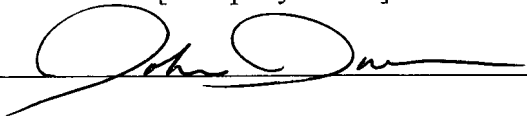


**Exhibit "D"**

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

DAWSONS TREE SERVICE, INC. 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.

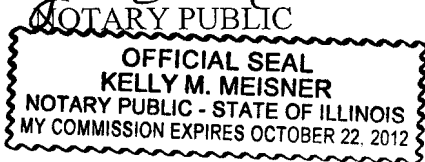
DAWSONS TREE SERVICE, INC.  
[Company Name]

By: 

Its: PRESIDENT

SUBSCRIBED AND SWORN TO  
before me this day 10<sup>th</sup>  
of June, 2009.

Kelly M. Meisner



**Exhibit "E"**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer: PEKIN INSURANCE  
Named Insured: DAWSONS TREE SERVICE, INC.  
Policy Number: 00CL89192  
Policy Period: 6/09 - 6/10  
Endors. Effective Date: 6/08

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

Village of Lombard, its officers, agents, employees, representatives  
& assigns.

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.