

VILLAGE OF LOMBARD

PARKWAY TREE TRIMMING

CONTRACT DOCUMENT NUMBER PWO 1015

This agreement is made this 4th 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 (Nels J. Johnson Tree Experts) 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>ESTIMATED QUANTITY</u> | <u>ITEM TOTAL</u> |
|---|---------------------------|--------------------------|
| TREE TRIMMING 6 TO 20 INCHES IN DIAMETER AT DBH OF 4.5' | | \$ <u>24.00</u> Per Tree |
| TREE TRIMMING 21 TO 35 INCHES IN DIAMETER AT DBH OF 4.5' | | \$ <u>50.00</u> Per Tree |
| TREE TRIMMING OVER 36 INCHES IN DIAMETER AT DBH OF 4.5' | | \$ <u>75.00</u> Per Tree |

**VILLAGE OF LOMBARD
BID PROPOSAL
Demand Pruning/Cabling Service
PWO 1015**

Proposal for Contract Document Number PWO 1015. We hereby agree to furnish to the Village of Lombard DEMAND PRUNING/CABLING SERVICE in accordance with provisions, instructions and specifications of the Village of Lombard for prices as follows:

| <u>ITEM</u> | <u>ESTIMATED QUANTITY</u> | <u>ITEM TOTAL</u> |
|---|---------------------------|---------------------------|
| TREE TRIMMING 6 TO 20 INCHES IN DIAMETER AT DBH OF 4.5' | | \$ <u>48.00</u> Per Tree |
| TREE TRIMMING 21 TO 35 INCHES IN DIAMETER AT DBH OF 4.5' | | \$ <u>75.00</u> Per Tree |
| TREE TRIMMING OVER 36 INCHES IN DIAMETER AT DBH OF 4.5' | | \$ <u>85.00</u> Per Tree |
| CABLING Per Tree | | \$ <u>250.00</u> Per Tree |

The quantities and measurements contained in this bid document are estimates. The Village reserves the right to increase or decrease quantities and make payment on unit price basis as outlined in section 3A, Renewal.

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 1015
for Parkway Tree Trimming, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document
No. PWO 1015 - 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 14, 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 \$ 58,928.00 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 4th 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 4th day of June, 2009.

Individual or Partnership _____ Corporation X


 **President**
By N. Joel Johnson, Jr. Position/Title

 **Vice President**
By Erik Johnson Position/Title

Nels J. Johnson Tree Experts, Inc.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of June, 2009.


William J. Mueller
Village President

Attest:

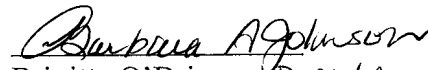

Brigitte O'Brien Deputy
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

Nels J. Johnson
Tree Experts, Inc., (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for tree trimming (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 11th
day of June, 2009.


Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:

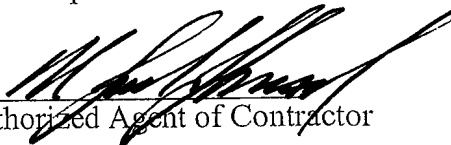
Sexual Harassment Policy

Nels J. Johnson Tree Experts, Inc., having submitted a bid/proposal for

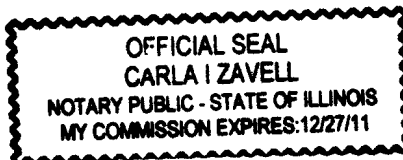
tree trimming

, 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 11th
day of June, 2009.




Notary Public

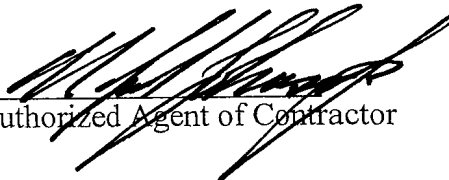
Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

Nels J. Johnson Tree Experts, Inc., having submitted a bid/proposal for
tree trimming, 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 11th
day of June, 2009.




Notary Public

Exhibit "D"

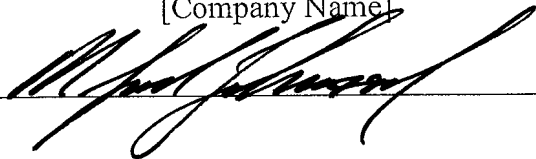
CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

Nels J. Johnson Tree Experts, 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.

Nels J. Johnson Tree Experts, Inc.

[Company Name]

By:



Its: President

SUBSCRIBED AND SWORN TO
before me this day 11th
of June, 2009.




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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EC
JOHNSON

DATE (MM/DD/YYYY)

06/11/09

PRODUCER

Carl E. Mellen & Co.
501 Greenwood Avenue
Naukegan IL 60087
Phone: 847-244-3500 Fax: 847-244-5317

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Auto Owners Insurance Co. 18988

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Nels J. Johnson Tree Experts,
Inc.
912 Pitner Ave.
Evanston IL 60202

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURANCE TYPE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|---|--------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 044604-07010530-09 | 02/23/09 | 02/23/10 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | |
| | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | Emp Ben. 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO | 4676394900 | 02/23/09 | 02/23/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | 4676394900 | 02/23/09 | 02/23/10 | PROPERTY DAMAGE (Per accident) \$ |
| | | 4676394900 | 02/23/09 | 02/23/10 | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC \$ |
| | | | | | AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | 46-763-949-01 | 02/23/09 | 02/23/10 | EACH OCCURRENCE \$ 5,000,000 |
| | | | | | AGGREGATE \$ 5,000,000 |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | DEDUCTIBLE | | | | |
| | <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 041704 07241562 | 02/23/09 | 02/23/10 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | OTHER Rented & Leased Equipment | 044604-07010530 | 02/23/09 | 02/23/10 | Limit 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Village of Lombard is Additional Insured for General Liability when required by written or oral contract or agreement per Auto-Owner's form # 55373 (1-07) which follows.

CERTIFICATE HOLDER

LOMBARD

Village of Lombard
Lombard Public Works
Steve Kremske
255 E. Wilson Ave.
Lombard IL 60148

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas Pol

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

INSURED'S NAME Nels J. Johnson Tree Experts,

JOHNSON
OPID EC

PAGE 3

DATE 06/11/09

CANCELLATION NOTICE NOTES:

10 days if cancelling for nonpayment of premium

30 days if cancelling for any other reason during the first 60 days of coverage

60 days if cancelling for any other reason after coverage has been in effect for more than 60 days

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. **Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence" shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.