

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees  
FROM : Scott Niehaus, Village Manager  
DATE : January 13, 2015 Agenda Date: January 22, 2015  
TITLE : Bid Opening for: Parkway Ash Tree and Stump Removal PWO 15 - 14A  
SUBMITTED BY: Eric Hendrickson, Forestry & Urban Landscape Supervisor, Public Works <sup>EH</sup>

RESULTS:

Date Bids Were Published 12/17/14 Bidding Closed 1/9/15  
Total Number of Bids Received 8  
Total Number of Bidders Meeting Specifications 7  
Bid Security Required X Yes          No  
Performance Bond Required          Yes X No  
Were Any Bids Withdrawn          Yes X No  
Explanation:  
Waiver of Bids Requested?          Yes X No  
If yes, explain:

Award Recommended to Lowest X Yes          No  
Responsible Bidder?  
If no, explain:

FISCAL IMPACT:

Amount of Award \$244,207.00 410.710.725.75770 RM PROG 04 (Parkway Ash Removal and Replacement Program)

BACKGROUND/RECOMMENDATION:

See attached memo.

Has Recommended Bidder Worked for Village Previously X Yes          No  
If yes, was quality of work acceptable X Yes          No  
Was item bid in accordance with Public Act 85-1295? X Yes          No  
Waiver of bids - Public Act 85-1295 does not apply          Yes

REVIEW (as needed):

Village Attorney XX    Date           
Finance Director XX    Date           
Village Manager XX    Date         

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



To: Scott Niehaus, Village Manager  
From: Eric Hendrickson, Forestry & Urban Landscape Supervisor  
Through: Carl Goldsmith, Director of Public Works *of*  
Date: January 13, 2015  
RE: Awarding Parkway Ash Tree and Stump Removal Contract

On December 17<sup>th</sup>, 2014, the Village of Lombard advertised for bids for the Village contract **PWO 15-14A, Parkway Ash Tree and Stump Removal**. Bid packets were sent to 19 local tree care companies. The bid opening was held on January 9<sup>th</sup>, 2015 with eight (8) bids being received. One (1) bid was disqualified for lack of completeness. The bid document sought the removal of approximately 1,100 trees. The specifications broke out the contract on a one year, two year, and three year removal schedule. A summary of the bids are contained in the table below and the full Bid Tabulation sheet is attached.

Company	1 year option	2 year option	3 year option
Green Horizon	\$286,850.00	\$286,850.00	\$286,850.00
Ciosek Tree Service	\$308,530.00	\$308,530.00	\$308,530.00
Arborworks, LLC	\$265,335.25	\$265,335.25	\$265,335.25
<b>Steve Piper and Sons</b>	<b>\$233,214.95</b>	<b>\$236,614.90</b>	<b>\$238,911.20</b>
JPC Tree Care, LLC	\$304,255.00	\$312,485.00	\$320,095.00
Trees R Us	\$412,460.00	\$516,897.00	\$547,870.00
Dawson's Tree Service	\$380,225.00	\$383,964.60	\$388,443.00
Homer Tree Care	\$417,739.57	\$428,759.57	\$440,736.57

*Steve Piper and Sons* had the lowest bid of \$233,214.95 which is under original budget estimates of \$250,000.00 for fiscal year 2015 for Parkway Ash tree and stump removal. Based upon the bid prices the Village of Lombard would be able to have all Ash trees which are infested with Emerald Ash Borer or exhibiting signs of decline removed within a one year period instead of the three year period originally projected in the CIP budget. This accelerated removal process will result the ability to reduce funds budgeted towards Parkway Ash tree removal in future years. Funding will still be needed for tree replacements for several years as local nurseries will need several years to provide the necessary trees. The CIP contains \$360,000 in 2016, \$360,000 in 2017 and \$117,000 in 2018 for EAB removals and replacements. These estimates will be adjusted to reflect replanting costs.

Due to the fact that our inventory of ash trees has not been completely updated this year, staff recommends setting aside slightly more funds than the bid amount to cover trees which are larger than originally estimated. This is a one year contract running through December 31, 2015. Steve Piper and Sons has previously worked for the Village of Lombard doing tree removal work and has performed with satisfactory results.

I recommend awarding the contract to *Steve Piper and Sons* for the amount of \$244,207.00 for parkway tree trimming. Please present this item to the Board of Trustees at the January 22<sup>nd</sup>, 2015 meeting for their approval.

Att: Bid Tabulation Sheet  
Contracts (2)

Bid Opening Tabulation Form 2015 Parkway Ash Tree and Stump Removal

DATE: 9-Jan-15		TIME: 1:00 PM		NAME & ADDRESS OF BIDDER		Green Horizon Landscaping LLC 960 N Lombard Rd. Lombard, IL		Two Year option		Three Year Option	
DOCUMENT # PWO 15-14A		DOCUMENT NAME: Parkway Ash Tree and Stump Removal		EXCEPTIONS		TOTAL		TOTAL		TOTAL	
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	UNIT PRICE
1	Tree Removal 1 - 12"	599	\$150.00	\$89,850.00	300	\$150.00	\$45,000.00	200	\$150.00	\$30,000.00	
2	Tree Removal 13 - 24"	464	\$350.00	\$162,400.00	232	\$350.00	\$81,200.00	155	\$350.00	\$54,250.00	
3	Tree Removal 25 - 35"	43	\$700.00	\$30,100.00	23	\$700.00	\$16,100.00	23	\$700.00	\$16,100.00	
4	Tree Removal 36+"	3	\$1,500.00	\$4,500.00	3	\$1,500.00	\$4,500.00	3	\$1,500.00	\$4,500.00	
5	T&M Emer. Journeyman Trimmer		\$75.00		YR 2			YR 2			
6	T&M Emer. Laborer		\$50.00		299	\$150.00	\$44,850.00	200	\$150.00	\$30,000.00	
7	T&M Emer. Aerial Lift Truck		\$260.00		232	\$350.00	\$81,200.00	155	\$350.00	\$54,250.00	
8	T&M Emer. Brush Chipper		\$225.00		20	\$700.00	\$14,000.00	20	\$700.00	\$14,000.00	
9	T&M Emer. Chipper Truck		\$375.00					199	\$150.00	\$29,850.00	
10	T&M Emer. Prentice Loader		\$375.00					154	\$350.00	\$53,900.00	
<b>GRAND TOTAL</b>				\$286,850.00			\$286,850.00			\$286,850.00	
DATE: 9-Jan-15		TIME: 1:00 PM		NAME & ADDRESS OF BIDDER		Ciosek Tree Service 21W430 Park Avenue Lombard, IL 60148		Two Year option		Three Year Option	
DOCUMENT # PWO 15-14A		DOCUMENT NAME: Parkway Ash Tree and Stump Removal		EXCEPTIONS		TOTAL		TOTAL		TOTAL	
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	UNIT PRICE
1	Tree Removal 1 - 12"	599	\$200.00	\$119,800.00	300	\$200.00	\$60,000.00	200	\$200.00	\$40,000.00	
2	Tree Removal 13 - 24"	464	\$345.00	\$160,080.00	232	\$345.00	\$80,040.00	155	\$345.00	\$53,475.00	
3	Tree Removal 25 - 35"	43	\$600.00	\$25,800.00	23	\$600.00	\$13,800.00	23	\$600.00	\$13,800.00	
4	Tree Removal 36+"	3	\$950.00	\$2,850.00	3	\$950.00	\$2,850.00	3	\$950.00	\$2,850.00	
5	T&M Emer. Journeyman Trimmer		\$75.00		YR 2			YR 2			
6	T&M Emer. Laborer		\$60.00		299	\$200.00	\$59,800.00	200	\$200.00	\$40,000.00	
7	T&M Emer. Aerial Lift Truck		\$35.00		232	\$345.00	\$80,040.00	155	\$345.00	\$53,475.00	
8	T&M Emer. Brush Chipper		\$20.00		20	\$600.00	\$12,000.00	20	\$600.00	\$12,000.00	
9	T&M Emer. Chipper Truck		\$20.00					199	\$200.00	\$39,800.00	
10	T&M Emer. Prentice Loader		\$40.00					154	\$345.00	\$53,130.00	
<b>GRAND TOTAL</b>				\$308,530.00			\$308,530.00			\$308,530.00	

Bid Opening Tabulation Form 2015 Parkway Ash Tree and Stump Removal

DATE: 9-Jan-15		TIME: 1:00 PM		NAME & ADDRESS OF BIDDER		Arborworks LLC 1202N 75th St. Downers Grove, IL 60516		Two Year option		Three Year Option		
DOCUMENT # PWO 15-14A Parkway Ash Tree and Stump Removal				EXCEPTIONS								
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Tree Removal 1 - 12"	599	\$119.00	\$71,281.00	300	\$119.00	\$35,700.00	200	\$119.00	\$23,800.00		
2	Tree Removal 13 - 24"	464	\$345.66	\$160,386.24	232	\$345.66	\$80,193.12	155	\$345.66	\$53,577.30		
3	Tree Removal 25 - 35"	43	\$695.07	\$29,888.01	23	\$695.07	\$15,986.61	23	\$695.07	\$15,986.61		
4	Tree Removal 36+"	3	\$1,260.00	\$3,780.00	3	\$1,260.00	\$3,780.00	3	\$1,260.00	\$3,780.00		
5	T&M Emer: Journeyman Trimmer		\$95.00		YR 2			YR 2				
6	T&M Emer: Laborer		\$95.00		299	\$119.00	\$35,581.00	200	\$119.00	\$23,800.00		
7	T&M Emer: Aerial Lift Truck		\$180.00		232	\$345.66	\$80,193.12	155	\$345.66	\$53,577.30		
8	T&M Emer: Brush Chipper		\$180.00		20	\$695.07	\$13,901.40	20	\$695.07	\$13,901.40		
9	T&M Emer: Chipper Truck		\$180.00					199	\$119.00	\$23,681.00		
10	T&M Emer: Prentice Loader		\$180.00					154	\$345.66	\$53,231.64		
<b>GRAND TOTAL</b>				\$265,335.25			\$265,335.25			\$265,335.25		\$265,335.25
DATE: 9-Jan-15				TIME: 1:00 PM				Steve Piper & Sons 31W320 Ramm Dr. Naperville, IL				
DOCUMENT # PWO 15-14A Parkway Ash Tree and Stump Removal				EXCEPTIONS				Two Year option				
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Tree Removal 1 - 12"	599	\$122.50	\$73,377.50	300	\$122.50	\$36,750.00	200	\$122.50	\$24,500.00		
2	Tree Removal 13 - 24"	464	\$267.35	\$124,050.40	232	\$267.35	\$62,025.20	155	\$267.35	\$41,439.25		
3	Tree Removal 25 - 35"	43	\$735.20	\$31,613.60	23	\$735.20	\$16,909.60	23	\$735.20	\$16,909.60		
4	Tree Removal 36+"	3	\$1,391.15	\$4,173.45	3	\$1,391.15	\$4,173.45	3	\$1,391.15	\$4,173.45		
5	T&M Emer: Journeyman Trimmer		\$127.50		YR 2			YR 2				
6	T&M Emer: Laborer		\$97.50		299	\$126.15	\$37,718.85	200	\$126.15	\$25,230.00		
7	T&M Emer: Aerial Lift Truck		\$50.00		232	\$275.40	\$63,892.80	155	\$275.40	\$42,687.00		
8	T&M Emer: Brush Chipper		\$40.00		20	\$757.25	\$15,145.00	20	\$757.25	\$15,145.00		
9	T&M Emer: Chipper Truck		\$35.00					199	\$128.60	\$25,591.40		
10	T&M Emer: Prentice Loader		\$50.00					154	\$280.75	\$43,235.50		
<b>GRAND TOTAL</b>				\$233,214.95			\$233,214.95			\$233,214.95		\$233,214.95

**Bid Opening Tabulation Form 2015 Parkway Ash Tree and Stump Removal**

DATE: 9-Jan-15		TIME: 1:00 PM		NAME & ADDRESS OF BIDDER		J.P.C. Tree Care LLC 1079 Sard Ave. Montgomery, IL 60538		Two Year option		Three Year Option		
DOCUMENT # PWO 15-14A		DOCUMENT NAME: Parkway		Ash Tree and Stump Removal		EXCEPTIONS		Two Year option		Three Year Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Tree Removal 1 - 12"	599	\$170.00	\$101,830.00	300	\$170.00	\$51,000.00	200	\$170.00	\$34,000.00		
2	Tree Removal 13 - 24"	464	\$375.00	\$174,000.00	232	\$375.00	\$87,000.00	155	\$375.00	\$58,125.00		
3	Tree Removal 25 - 35"	43	\$600.00	\$25,800.00	23	\$600.00	\$13,800.00	23	\$600.00	\$13,800.00		
4	Tree Removal 36+"	3	\$875.00	\$2,625.00	3	\$875.00	\$2,625.00	3	\$875.00	\$2,625.00		
5	T&M Emer. Journeyman Trimmer		\$105.00		YR 2			YR 2				
6	T&M Emer. Laborer		\$90.00		299	\$180.00	\$53,820.00	200	\$180.00	\$36,000.00		
7	T&M Emer. Aerial Lift Truck		\$100.00		232	\$395.00	\$91,640.00	155	\$395.00	\$61,225.00		
8	T&M Emer. Brush Chipper		\$80.00		20	\$630.00	\$12,600.00	20	\$630.00	\$12,600.00		
9	T&M Emer. Chipper Truck		\$80.00					199	\$190.00	\$37,810.00		
10	T&M Emer. Prentice Loader		\$160.00					154	\$415.00	\$63,910.00		
<b>GRAND TOTAL</b>				<b>\$304,255.00</b>			<b>\$312,485.00</b>			<b>\$320,095.00</b>		
DATE: 9-Jan-15		TIME: 1:00 PM		NAME & ADDRESS OF BIDDER		Trees "R" Us, Inc. PO Box 6014 Wauconda, IL		Two Year option		Three Year Option		
DOCUMENT # PWO 15-14A		DOCUMENT NAME: Parkway		Ash Tree and Stump Removal		EXCEPTIONS		Two Year option		Three Year Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Tree Removal 1 - 12"	599	\$150.00	\$89,850.00	300	\$201.00	\$60,300.00	200	\$201.00	\$40,200.00		
2	Tree Removal 13 - 24"	464	\$585.00	\$271,440.00	232	\$730.00	\$169,360.00	155	\$730.00	\$113,150.00		
3	Tree Removal 25 - 35"	43	\$1,100.00	\$47,300.00	23	\$1,100.00	\$25,300.00	23	\$1,100.00	\$25,300.00		
4	Tree Removal 36+"	3	\$1,290.00	\$3,870.00	3	\$1,400.00	\$4,200.00	3	\$1,400.00	\$4,200.00		
5	T&M Emer. Journeyman Trimmer		\$175.00		YR 2			YR 2				
6	T&M Emer. Laborer		\$175.00		299	\$209.00	\$62,491.00	200	\$225.00	\$45,000.00		
7	T&M Emer. Aerial Lift Truck		\$100.00		232	\$738.00	\$171,216.00	155	\$749.00	\$116,095.00		
8	T&M Emer. Brush Chipper		\$100.00		20	\$1,200.00	\$24,000.00	20	\$1,300.00	\$26,000.00		
9	T&M Emer. Chipper Truck		\$100.00					199	\$275.00	\$54,725.00		
10	T&M Emer. Prentice Loader		\$400.00					154	\$800.00	\$123,200.00		
<b>GRAND TOTAL</b>				<b>\$412,460.00</b>			<b>\$516,867.00</b>			<b>\$547,870.00</b>		

**Bid Opening Tabulation Form 2015 Parkway Ash Tree and Stump Removal**

DATE: 9-Jan-15		9-Jan-15		Dawson's Tree Service, Inc		Two Year option		Three Year Option		
TIME: 1:00 PM		1:00 PM		PO Box 1363		Two Year option		Three Year Option		
DOCUMENT # PWO 15-14A		NAME & ADDRESS OF BIDDER		Elmhurst, IL		Two Year option		Three Year Option		
DOCUMENT NAME: Parkway		Ash Tree and Stump Removal				Two Year option		Three Year Option		
EXCEPTIONS		EXCEPTIONS				Two Year option		Three Year Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 1 - 12"	599	\$160.00	\$95,840.00	300	\$160.00	\$48,000.00	200	\$160.00	\$32,000.00
2	Tree Removal 13 - 24"	464	\$520.00	\$241,280.00	232	\$520.00	\$120,640.00	155	\$520.00	\$80,600.00
3	Tree Removal 25 - 35"	43	\$925.00	\$39,775.00	23	\$925.00	\$21,275.00	23	\$925.00	\$21,275.00
4	Tree Removal 36+"	3	\$1,110.00	\$3,330.00	3	\$1,110.00	\$3,330.00	3	\$1,110.00	\$3,330.00
5	T&M Emer: Journeyman Trimmer		\$112.50		YR 2			YR 2		
6	T&M Emer: Laborer		\$97.50		299	\$163.20	\$48,796.80	200	\$163.20	\$32,640.00
7	T&M Emer: Aerial Lift Truck		\$112.50		232	\$530.40	\$123,052.80	155	\$530.40	\$82,212.00
8	T&M Emer: Brush Chipper		\$112.50		20	\$943.50	\$18,870.00	20	\$943.50	\$18,870.00
9	T&M Emer: Chipper Truck		\$112.50					199	\$168.00	\$33,432.00
10	T&M Emer: Prentice Loader		\$112.50					154	\$546.00	\$84,084.00
<b>GRAND TOTAL</b>				\$380,225.00			\$383,964.60			\$388,443.00
DATE: 9-Jan-15		9-Jan-15		Homer Tree Care, Inc.		Two Year option		Three Year Option		
TIME: 1:00 PM		1:00 PM		14000 S. Archer Ave.		Two Year option		Three Year Option		
DOCUMENT # PWO 15-14A		NAME & ADDRESS OF BIDDER		Lockport, IL 60441		Two Year option		Three Year Option		
DOCUMENT NAME: Parkway		Ash Tree and Stump Removal				Two Year option		Three Year Option		
EXCEPTIONS		EXCEPTIONS		Specification Deviation Form not signed		Two Year option		Three Year Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 1 - 12"	599	\$210.00	\$125,790.00	300	\$210.00	\$63,000.00	200	\$210.00	\$42,000.00
2	Tree Removal 13 - 24"	464	\$550.00	\$255,200.00	232	\$550.00	\$127,600.00	155	\$550.00	\$85,250.00
3	Tree Removal 25 - 35"	43	\$749.99	\$32,249.57	23	\$749.99	\$17,249.77	23	\$749.99	\$17,249.77
4	Tree Removal 36+"	3	\$1,500.00	\$4,500.00	3	\$1,500.00	\$4,500.00	3	\$1,599.00	\$4,797.00
5	T&M Emer: Journeyman Trimmer		\$150.00		YR 2			YR 2		
6	T&M Emer: Laborer		\$100.00		299	\$230.00	\$68,770.00	200	\$220.00	\$44,000.00
7	T&M Emer: Aerial Lift Truck		\$150.00		232	\$570.00	\$132,240.00	155	\$570.00	\$88,350.00
8	T&M Emer: Brush Chipper		\$60.00		20	\$769.99	\$15,399.80	20	\$769.99	\$15,399.80
9	T&M Emer: Chipper Truck		\$60.00					199	\$250.00	\$49,750.00
10	T&M Emer: Prentice Loader		\$150.00					154	\$610.00	\$93,940.00
<b>GRAND TOTAL</b>				\$417,739.57			\$428,759.57			\$440,736.57

VILLAGE OF LOMBARD

Contract for Parkway Ash Tree and Stump Removal

(TREE REMOVAL INCLUDES REMOVAL OF STUMP AND GRINDINGS, LEAVING THE STUMP AREA LEVEL WITH THE SURROUNDING GRADE)

CONTRACT DOCUMENT NUMBER PWO 15-14A

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015\_\_ between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Steve Piper and Sons) 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:

<u>ITEM</u>		<u>UNIT COST</u>	
ASH TREE REMOVAL 1 TO 12 INCHES IN DIAMETER AT DBH OF 4.5'	up to 600 trees	\$ <u>122.50</u> Per Tree	\$ <u>73,500.00</u>
ASH TREE REMOVAL 13 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	up to 475 trees	\$ <u>267.35</u> Per Tree	\$ <u>126,991.00</u>
ASH TREE REMOVAL 25 TO 35 INCHES IN DIAMETER AT DBH OF 4.5'	up to 50 trees	\$ <u>735.2</u> Per Tree	\$ <u>36,760.00</u>
ASH TREE REMOVAL 36 OR MORE INCHES IN DIAMETER AT DBH OF 4.5'	up to 5 trees	\$ <u>1391.15</u> Per Tree	\$ <u>6955.80</u>
	TOTAL	CONTRACT PRICE	\$ <u>244,207.00</u>

The quantities and measurements contained in this document are estimates. The Village reserves the right to increase or decrease quantities and make payment on unit price basis as outlined in section 2G, Basis of Payment.



1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. PWO 15-14A for Parkway Ash Tree and Stump Removal, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO 15-14A - 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 1/9/2015
  - 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 \$\_\_\_\_\_ 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.
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 10 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 Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this \_\_day of \_\_\_\_\_, 2015\_.

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 \_\_day of \_\_\_\_\_, 2015\_.

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

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

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

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_day of \_\_\_\_\_, 2015\_.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

Approved contents of contractual documents:

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

**EXHIBIT A**  
**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the \_\_\_\_\_ for \_\_\_\_\_,  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for \_\_\_\_\_,  
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. 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;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that \_\_\_\_\_ (Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT B**

### **ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endorsement. 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.

Lori Mantuano ~~197-116~~ 197-116  
\*Steve Piper & Sons, Inc. 31W320 Ramm Dr.  
Naperville IL 60564 630-898-6050  
Lori@stevepiperandsons.com  
DuPage County  
Will

Illinois Department of Agriculture  
S EMERALD ASH BORER COMPLIANCE AGREEMENT

Steve Piper & Sons, Inc. Contact Name: Mr./Ms. MS. LORI MANTUANO

Mailing Address: Street 31W320 Ramm Dr City/Town Naperville State IL Zip code 60564

Telephone: 630-898-6050 Fax: 630-898-6191 E-mail: Lori@stevepiperandsons.com

County Will

Disposal or Processing Yard Location (if different than mailing address above): Street Same as above

City/Town Naperville IL Zip code 60564 County Will

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)  
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 901 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. ~~Regulated articles shall not be moved out of established quarantine zone(s) at any time unless:~~ a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for KIn Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

\*\*Regulated Articles\*\* are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus* spp.) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title

Lori A. Mantuano

Date Signed

1/5/10

State Agency Official Signature

Julia A. Humberghaus

Compliance Agreement No: 197-116

Illinois Department of Agriculture  
2280 Bethany Road, Suite B  
DeKalb, Illinois 60115  
Phone: 815-787-5476  
Fax: 815-787-5488



Illinois Department of Agriculture  
P.O. Box 19281  
Springfield, Illinois 62794-9281  
Phone: 217-785-2427  
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: [www.IllinoisEAB.com](http://www.IllinoisEAB.com) or [www.state.il.us/EAB](http://www.state.il.us/EAB).  
[11/23/2009, EABComplianceAgreementVI.doc]