

# VILLAGE OF LOMBARD

## Contract for **Landscape Restoration**

### CONTRACT DOCUMENT NUMBER PWO-12B17B

This agreement is made this 4<sup>th</sup> day of October, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (TNT Landscape Construction, Inc.) 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:

Sod Work Completed Using Prevailing Wages @ \$8.50 per Sq. Yd.  
Sod Work Completed Non-Prevailing Wages @ \$7.50 per Sq. Yd.  
Dirt and Seed Work Completed Prevailing Wages @ \$5.00. per Sq. Yd.  
Dirt and Seed Work Completed Non-Prevailing Wages @ \$4.00 per Sq. Yd.

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-12B17B for Landscape Restoration, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO-12B17B - 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
  - 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 \$49,750.00 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.
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.

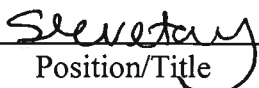
IN WITNESS WHEREOF, the Village of Lombard, Illinois by David A. Hulseberg, Village Manager, and the Contractor have hereunto set their hands this 4<sup>th</sup> day of October, 2012.

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 October, 2012.

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

By 

  
Position/Title

PK Secretary  
By Position/Title

TNT Landscape Construction, Inc.  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4<sup>th</sup> day of October, 2012.

Peter Breen  
Peter Breen, Acting Village President

Attest:

Brigitte O'Brien  
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

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

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

I am the Secretary for TNT Landscape Construction, Inc.  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for landscape restoration,  
(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")

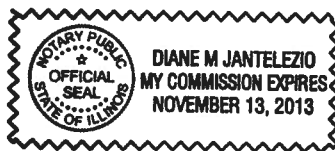
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

- 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: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 5<sup>th</sup>  
day of November, 2012.

[Signature]  
Notary Public



**EXHIBIT B**

**CONTRACTOR'S CERTIFICATION:**

**Sexual Harassment Policy**

TNT Landscape Construction Inc., having submitted a bid/proposal for  
landscape restoration, 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 5<sup>th</sup>  
day of November, 2012.

[Signature]  
Notary Public




**EXHIBIT C**

**CONTRACTOR'S CERTIFICATION:**

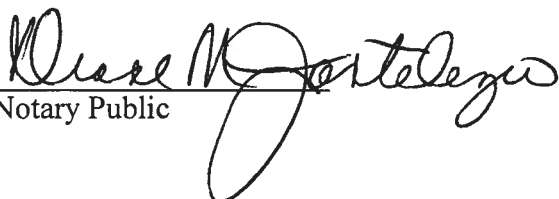
Illinois Department of Revenue - Tax Compliance

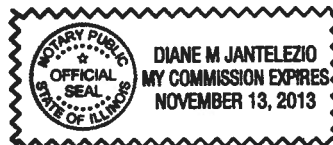
TNT Landscape Construction Inc., having submitted a bid/proposal for  
landscape restoration, to the Village of Lombard, hereby certifies that said contractor is  
not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 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 5th  
day of November, 2012.

  
Notary Public



**EXHIBIT D**

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

TNT Landscape Construction 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.

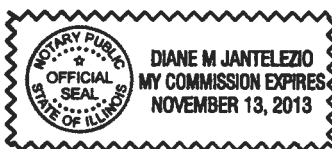
TNT Landscape Construction, Inc.  
[Company Name]

By: [Signature]

Its: Secretary

SUBSCRIBED AND SWORN TO  
before me this 5th day  
of November, 2012.

[Signature]  
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.



# VILLAGE OF LOMBARD

Contract Amendment #1 for **Landscape Restoration**

CONTRACT DOCUMENT NUMBER PWO-12B17B

This agreement is made this 1<sup>st</sup> day of November, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (TNT Landscape Construction, Inc.) 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:

Stump Restoration with Sod @ \$17.00 per Sq. Yd.

And that the Village shall not require the Contractor to adhere to the following sections of the contract between the Parties:

4. 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.

All other terms and conditions of the contract shall remain in full force and effect.

Accepted this 1<sup>st</sup> day of November, 2012.

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

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

TNT Landscape Construction, Inc.  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1<sup>st</sup> day of November, 2012.

[Signature]  
\_\_\_\_\_  
Carl S. Goldsmith  
Director of Public Works

**VILLAGE OF LOMBARD  
BID PROPOSAL**

Proposal for Contract Document Number PWO-12B17B. We hereby agree to furnish to the Village of Lombard Landscape Restoration in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

*Stump locations  
\$17.00 per sq yd  
sb*

**LANDSCAPE RESTORATION PRICES**

1. Sod Work Completed Using Prevailing Wages 4,000 sq. yds. @ \$8.50 per Sq. Yd.	Totaling	\$ 34,000.00
2. Sod Work Completed Non-Prevailing Wages 1,500 sq. yds. @ \$7.50 per Sq. Yd.	Totaling	\$ 11,250.00
3. Dirt and Seed Work Completed Prevailing Wages 500 sq. yds. @ \$ 5.00 per Sq. Yd.	Totaling	\$ 2,500.00
4. Dirt and Seed Work Completed Non-Prevailing Wages 500 sq. yds. @ \$ 4.00 per Sq. Yd.	Totaling	\$ 2,000.00

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**Landscape Restoration Total Bid Price** \$49,750.00

As a bidder you have the choice to bid on any or all of the categories.

The Village reserves the right to award a contract for all Landscape Restoration work to one contractor or award as separate contracts for Prevailing Wage Sod Work to one contractor, Non-Prevailing Wage Sod Work to another and a separate contract for Dirt and Seed work to another.