

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: December 7, 2012 (B of T) DATE: November 1, 2012

TITLE: Tree & Stump Removal, Change Order No. 1

SUBMITTED BY: Steve Kremske, Forestry & Urban Landscape Supervisor 

BACKGROUND/POLICY IMPLICATIONS:

The Department of Public Works submits the attached change order for approval. This change order is necessary due to the excessive tree removals required due to the July 1, 2012 storm and the heavy Emerald Ash Borer infestation.

FISCAL IMPACT/FUNDING SOURCE

\$18,000 / 2712.755700

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_

Finance Director X \_\_\_\_\_ Date \_\_\_\_\_

Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



**Date:** December 7, 2012  
**To:** David A. Hulseberg, Village Manager  
**From:** Steve Kremske, Forestry & Urban Landscape Supervisor *sb*  
**Through:** Carl Goldsmith, Director of Public Works *cs*  
**Subject:** Change Order to Parkway Tree & Stump Removal Contract

On September 6, 2012, the Village Board awarded the Parkway Tree & Stump Removal contract to Steve Piper & Sons Tree Service in the amount of \$139,500.00. Because of the July 1<sup>st</sup> windstorm and the heavy Emerald Ash Borer infestation, the number of parkway trees requiring removal has far exceeded the contract amount. Staff is requesting Board approval for a change order to the contract in an amount not to exceed \$18,000.00 to remove the remaining trees and stumps. This change order can be funded through the CIP.

Please present this item at the Village Board meeting on December 20<sup>th</sup> for their approval.

Attch: Change Order Form

**R E S O L U T I O N**  
**R \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A CHANGE ORDER**  
**INVOLVING AN INCREASE IN THE DOLLAR AMOUNT OF**  
**THE CONTRACT OF \$10,000 OR MORE**

**WHEREAS**, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty days or more; and

**WHEREAS**, staff has presented and recommended the proposed Change Order No. 1 to the contract between the Village of Lombard and Steve Piper & Sons Tree Service regarding Tree & Stump Removal, as attached hereto as Exhibit "A" and made part hereof, to the Corporate Authorities of the Village of Lombard; and

**WHEREAS**, said change order attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$18,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the change order in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said change order, bidding is hereby specifically waived as to the change order work.

**SECTION 2:** That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**Peter Breen**  
**Acting Village President**

ATTEST:

\_\_\_\_\_  
**Brigitte O'Brien**  
**Village Clerk**

APPROVAL AS TO FORM:

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

# VILLAGE OF LOMBARD CHANGE ORDER

PROJECT NAME: TREE & STUMP REMOVAL PROJECT NO.: \_\_\_\_\_

LOCATION: THROUGHOUT VILLAGE CHANGE ORDER: 1

CONTRACTOR: STEVE PIPER & SONS TREE SERVICE DATE: 12/4/2012

DESCRIPTION OF CHANGE ORDER: ADDITIONAL TREE & STUMP REMOVAL

ORIGINAL CONTRACT AMOUNT: [1] \$139,500.00

TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS: [2] \$0.00

CURRENT CONTRACT AMOUNT: ([1]+[2]) [3] \$139,500.00

**PROPOSED CHANGE ORDER: (PENDING APPROVAL)** [4] \$18,000.00

PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4]) [5] \$157,500.00

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) \$18,000.00

TIME EXTENSION OR REDUCTION: NONE

TOTAL CONTRACT TIME: (PENDING APPROVAL) \_\_\_\_\_

BUDGET ESTIMATE: \_\_\_\_\_

ENGINEER'S ESTIMATE: \_\_\_\_\_

**RECOMMENDED FOR ACCEPTANCE :**

Steven C. Klemish 12-9-12 Approved By: \_\_\_\_\_  
Forestry & Urban Landscape Supervisor Date Director of Finance Date

[Signature] 12-6-12 Approved By: \_\_\_\_\_  
Contractor Date (<\$10K or 25%) Village Manager Date

\_\_\_\_\_  
Village Engineer Date Approved By: \_\_\_\_\_  
(>\$10K or 25%) Village President Date

[Signature] 12-4-12 Attest: \_\_\_\_\_  
Director of Public Works Date Village Clerk Date

[Signature] 12/6/12  
Asst. Finance Director Date

**It is understood that as part of this change order that the Contractor agrees that all bonds, permits, insurance and guarantees are hereby extended to incorporate this Change Order.**





**Date:** July 16, 2012  
**To:** David A. Hulseberg, Village Manager  
**From:** Steve Kremske, Forestry & Urban Landscape Supervisor *SK*  
**Through:** Carl Goldsmith, Director of Public Works *CG*  
**Subject:** Awarding Tree & Stump Removal Contract

On June 20, 2012, Bid Documents for the Village contract **PWO 12B14, Tree and Stump Removal** were sent to 23 local tree care companies. The bid opening was held on July 6<sup>th</sup> with six (6) bids being received. I have attached the Bid Tabulation sheets.

*Steve Piper & Sons Tree Service* had the lowest bid of \$139,500.00 based upon the unit prices of the estimated quantities within the bid. These estimated quantities are what are on the current removal list prior to the July 1<sup>st</sup> windstorm. Based upon the unit costs, the current tree & stump removal list will cost \$96,000.00 to complete. I have attached the current removal list.

\$30,000.00 is currently budgeted this fiscal year for tree and stump removal. Beginning with FY12B, the CIP will include funds for the removal and replacement of parkway trees lost to the emerald ash borer (EAB). It was anticipated that \$26,400.00 from the CIP will be allocated for tree & stump removal of infested ash trees. The majority of the trees on the current removal list are due to EAB. Per your recommendation, funding to cover the deficit of \$83,100.00 is to come from surplus Hotel/Motel funds. This is in compliance with the Village policy in regards to the Fund Balance.

Although a thorough survey of all the trees lost in the windstorm is not complete at this time, based upon what has been already removed, it is anticipated that we will lose 100-125 parkway trees at an estimated cost of \$50,000. Once the survey is complete, we will be seeking a change order to cover the cost of these removals and anticipate funding again from surplus Hotel/Motel funds with a reimbursement through FEMA if eligible.

*Steve Piper* has done work for the Village in the past and I recommend awarding the contract to them in the amount of \$139,500.00. Please present this item to the Board of Trustees during your phone poll for their approval.

Att: Bid Tabulation Sheet  
Tree & Stump Removal List 1  
Contracts (3)





# 2012 TREE AND STUMP REMOVALS

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS

ADDRESS	STREET	LOCATION	SPECIES	DBH	STUMP	DIR & SECTION	DIST	NOTES	WIRTS	COST
1	1029	ACROSS FROM	STUMP		9	SW 17	6			\$33.75
2	1021	MAIN DR	STUMP		12	SW 17	6			\$45.00
3	1021	MAIN DR	STUMP		11	SW 17	6			\$41.25
4	1029	ACROSS FROM	STUMP		13	SW 17	6			\$48.75
5	1049	S CHARLOTTE	STUMP		14	SW 17	6			\$52.50
6	920	S CHARLOTTE	GREEN ASH	20	NW 17	NW 17	6		N	\$425.00
7	920	S CHARLOTTE	GREEN ASH	19	NW 17	NW 17	6		N	\$425.00
8	835	S MAIN	STUMP		19	NW 17	6			\$71.25
9	741	S CHARLOTTE	GREEN ASH	20	NW 17	NW 17	6		N	\$425.00
10	735	S CHARLOTTE	GREEN ASH	20	NW 17	NW 17	6		N	\$425.00
11	129	E MADISON	GREEN ASH	17	NW 17	NW 17	5		N	\$425.00
12	129	E MADISON	GREEN ASH	26	NW 17	NW 17	5		N	\$675.00
13	101	MORNINGSIDE	GREEN ASH	32	SW 8	SW 8	5		N	\$675.00
14	206	MORNINGSIDE	GREEN ASH	21	SW 8	SW 8	5	BEHIND WALK	N	\$425.00
15	593	S MARTHA	STUMP		24	SW 8	5			\$90.00
16	214	E MADISON	GREEN ASH	17	SW 8	SW 8	5		Y	\$425.00
17	214	E MADISON	GREEN ASH	20	SW 8	SW 8	5		Y	\$425.00
18	145	E WASHINGTON	STUMP		20	SW 8	5			\$75.00
19	145	E WASHINGTON	STUMP		29	SW 8	5			\$108.75
20	146	E WASHINGTON	GREEN ASH	29	SW 8	SW 8	5	BEHIND WALK	N	\$675.00
21	64	E WASHINGTON	GREEN ASH	32	SW 8	SW 8	5	BEHIND WALK	N	\$675.00
22	44	E WASHINGTON	AMERICAN ELM	15	SW 8	SW 8	5	BEHIND WALK	N	\$425.00
23	25	E WASHINGTON	GREEN ASH	14	SW 8	SW 8	5		Y	\$425.00
24	401	S MAIN	STUMP		11	SW 8	5			\$41.25
25	206	E HICKORY	STUMP		26	SW 8	5	BEHIND WALK		\$97.50
26	206	E HICKORY	WHITE ASH	20	SW 8	SW 8	5	BEHIND WALK	N	\$425.00
27	343	MARTHA CT	GREEN ASH	16	SW 8	SW 8	5		N	\$425.00
28	206	E HICKORY	GREEN ASH	19	SW 8	SW 8	5	BEHIND WALK	N	\$425.00
29	1039	S GRACE	STUMP		12	SE 17	6			\$45.00
30	344	E CENTRAL	STUMP		14	SW 17	6			\$52.50
31	336	E CENTRAL	STUMP		12	SW 17	6			\$45.00
32	1051	S STEWART	STUMP		7	SW 17	6			\$26.25
33	618	S LOMBARD	SILVER MAPLE	25	NW 17	NW 17	6		N	\$675.00
34	303	E MADISON	STUMP		14	NW 17	6			\$52.50
35	585	S STEWART	GREEN ASH	21	SW 8	SW 8	5		N	\$425.00
36	572	S STEWART	GREEN ASH	23	SW 8	SW 8	5		N	\$425.00
37	249	MORNINGSIDE	SIBERIAN ELM	35	SW 8	SW 8	5		N	\$1,175.00
38	250	MORNINGSIDE	STUMP		21	SW 8	5			\$78.75
39	235	MORNINGSIDE	GREEN ASH	23	SW 8	SW 8	5		N	\$425.00
40	313	MORNINGSIDE	GREEN ASH	58	SW 8	SW 8	5		Y	\$1,175.00
41	515	S CRAIG	GREEN ASH	24	SW 8	SW 8	5		N	\$425.00
42	585	S STEWART	STUMP		33	SW 8	5			\$123.75
43	574	S GRACE	GREEN ASH	20	SE 8	SE 8	5		N	\$425.00
44	578	S GRACE	STUMP		12	SW 8	5			\$45.00
45	517	S GRACE	GREEN ASH	24	SE 8	SE 8	5		N	\$425.00
46	557	S LALONDE	GREEN ASH	25	SE 8	SE 8	5		N	\$675.00
47	551	S LALONDE	GREEN ASH	19	SE 8	SE 8	5		N	\$425.00
48	551	S LALONDE	GREEN ASH	19	SE 8	SE 8	5		N	\$425.00
49	546	S FAIRFIELD	GREEN ASH	20	SE 8	SE 8	5		N	\$425.00

LIST #1

ALL TREES MARKED WITH A RED DOT

7/16/2012

1

# 2012 TREE AND STUMP REMOVALS

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS

ADDRESS	STREET	LOCATION	SPECIES	DIBL	STUMP	OUT & SECTION	DIST	NOTES	WIRES	COST
50	441	E HARRISON	ON S LALONDE	SIBERIAN ELM	27		NE 17	6	N	\$675.00
51	912	S FAIRFIELD		SILVER MAPLE	30		NE 17	6	N	\$675.00
52	714	S FAIRFIELD		GREEN ASH	19		NE 17	6	N	\$425.00
53	508	S LEWIS		GREEN ASH	24		SE 8	5	N	\$425.00
54	342	S LEWIS		GREEN ASH	26		SE 8	5	N	\$675.00
55	546	S LODGE		GREEN ASH	25		SE 8	5	N	\$675.00
56	554	S LODGE		GREEN ASH	19		SE 8	5	N	\$425.00
57	705	E WASHINGTON		GREEN ASH	27		SE 8	5	N	\$675.00
58	510	S HIGHLAND		GREEN ASH	26		SW 9	5	N	\$675.00
59	1030	JACKSON		STUMP		14	NW 16	6		\$52.50
60	1147	ADAMS	ON ADDISON	GREEN ASH	19		NW 16	6	N	\$425.00
61	710	ARTHUR	ACROSS FROM	STUMP		18	NW 16	6		\$67.50
62	1071	CHERRY		STUMP		14	SE 17	6		\$52.50
63	1154	MICHELLE LN		GREEN ASH	19		SE 17	6	N	\$425.00
64	400	S ADDISON	S OF CROSSWALK	STUMP		21	SW 9	5		\$78.75
65	400	S ADDISON	S OF CROSSWALK	STUMP		22	SW 9	5		\$82.50
66	400	S ADDISON	S OF CROSSWALK	STUMP		23	SW 9	5		\$86.25
67	1023	WOODROW	50' E OF DRIVE	STUMP		9	SW 9	5		\$33.75
68	423	3RD		GREEN ASH	23		SW 9	5	N	\$425.00
69	430	3RD		GREEN ASH	22		SW 9	5	N	\$425.00
70	417	2ND		STUMP		23	SW 9	5		\$86.25
71	324	S WESTMORE	ON DIVISION	STUMP		10	SE 8	5		\$37.50
72	407	S SCHOOL		GREEN ASH	22		SW 9	5	Y	\$425.00
73	832	DIVISION		STUMP		21	SE 8	5		\$78.75
74	340	S AHRENS	ACROSS FROM	STUMP		21	SW 9	5		\$78.75
75	327	S AHRENS		STUMP		27	SW 9	5		\$101.25
76	763	DIVISION		GREEN ASH	20		SE 8	5	N	\$425.00
77	757	DIVISION		GREEN ASH	18		SE 8	5	N	\$425.00
78	765	SOUTH BROADWAY	ON S HIGHLAND	GREEN ASH	25		SW 9	5	Y	\$675.00
79	765	SOUTH BROADWAY	ON S HIGHLAND	GREEN ASH	28		SW 9	5	Y	\$675.00
80	743	SOUTH BROADWAY		STUMP		9	SE 8	5		\$33.75
81	713	SOUTH BROADWAY		GREEN ASH	27		SW 9	5	N	\$675.00
82		S LODGE	AT PRAIRIE PATH	STUMP		27	NE 8	5		\$101.25
83	504	E WASHINGTON		STUMP		21	SE 8	5		\$78.75
84	231	S STEWART	ON E ASH	GREEN ASH	28		NW 8	5	N	\$675.00
85	337	S CRAIG		STUMP		18	SW 8	5		\$67.50
86	334	E ASH	NEXT TO DRIVE	GREEN ASH	33		NW 8	5	N	\$1,175.00
87	131	E MAPLE		GREEN ASH	20		NW 8	4	Y	\$425.00
88	131	E MAPLE		GREEN ASH	22		NW 8	4	Y	\$425.00
89	123	S CHARLOTTE		GREEN ASH	20		NW 8	4	N	\$425.00
90	163	S MARTHA		GREEN ASH	25		NW 8	4	N	\$675.00
91	130	E MAPLE	ON S MARTHA	GREEN ASH	15		NW 8	4	N	\$425.00
92	130	E MAPLE	ON S MARTHA	GREEN ASH	22		NW 8	4	N	\$425.00
93	162	S MARTHA	ON RANDOLPH	AMERICAN ELM	19		NW 8	4	N	\$425.00
94	168	S CRAIG		GREEN ASH	36		NW 8	4	N	\$1,175.00
95	302	ELM	ON S CRAIG	STUMP		15	NW 8	4		\$56.25
96	138	S LOMBARD		GREEN ASH	24		NW 8	4	N	\$425.00
97	166	S STEWART		GREEN ASH	18		NW 8	4	N	\$425.00
98	215	S EDGEWOOD		GREEN ASH	15		NE 8	5	N	\$425.00

# 2012 TREE AND STUMP REMOVALS

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS

ADDRESS	STREET	LOCATION	SPECIES	DBH	STUMP	QTR	SECTION	DIST	NOTES	WIRES	COST
99	243	S EDGEWOOD	ON N BROADWAY	STUMP		7	NE 8	5			\$26.25
100	239	S CHASE		GREEN ASH	24		NE 8	5		N	\$425.00
101	241	S CHASE		GREEN ASH	20		NE 8	5		N	\$425.00
102	739	E MAPLE	ON S CHASE	GREEN ASH	28		NE 8	5		N	\$675.00
103	739	E MAPLE		GREEN ASH	21		NE 8	5		N	\$425.00
104	739	E MAPLE		GREEN ASH	18		NE 8	5		N	\$425.00
105	743	E MAPLE		GREEN ASH	23		NE 8	5		N	\$425.00
106	724	EMERSON		GREEN ASH	19		NE 8	5		N	\$425.00
107	67	S LODGE		STUMP		7	NE 8	5		N	\$425.00
108	55	S LEWIS		GREEN ASH	18		NE 8	5		N	\$26.25
109	31	S LEWIS		GREEN ASH	18		NE 8	5		N	\$425.00
110	13	S LEWIS		GREEN ASH	22		NE 8	5		N	\$425.00
111	34	S LEWIS		GREEN ASH	23		NE 8	5		N	\$425.00
112	193	S GRACE		STUMP		16	NE 8	5		N	\$60.00
113	148	S GRACE	ACROSS FROM	GREEN ASH	26		NE 8	5		N	\$675.00
114	146	S GRACE	ACROSS FROM	GREEN ASH	28		NE 8	5		N	\$675.00
115	106	S GRACE	ACROSS FROM	GREEN ASH	19		NE 8	5		N	\$425.00
116	334	N GRACE		GREEN ASH	27		SW 5	4	SURFACE ROOTS	N	\$675.00
117	383	N GRACE		GREEN ASH	17		SE 5	4		Y	\$425.00
118	257	N LALONDE		STUMP		12	SE 5	4			\$45.00
119	600	E VIEW		STUMP		11	SE 5	4			\$41.25
120	642	E VIEW		GREEN ASH	26		SE 5	4		N	\$675.00
121	642	E VIEW		GREEN ASH	25		SE 5	4		N	\$675.00
122	332	CLARENDON		WHITE ASH	21		SE 5	4		N	\$425.00
123	368	N GRACE		GREEN ASH	22		SW 5	4		N	\$425.00
124	514	JOYCE		GREEN ASH	25		NE 5	4		N	\$675.00
125	384	WESTWOOD		GREEN ASH	25		SE 5	4		N	\$675.00
126	427	N FAIRFIELD		GREEN ASH	24		NE 5	4		N	\$425.00
127	433	N FAIRFIELD		GREEN ASH	20		NE 5	4		N	\$425.00
128	439	N FAIRFIELD		GREEN ASH	29		NE 5	4		N	\$675.00
129	628	E BERKSHIRE	ACROSS FROM	STUMP		20	NE 5	4			\$75.00
130	732	E BERKSHIRE	ACROSS FROM	STUMP		23	NE 5	4			\$86.25
131	SE CORNER	E BERKSHIRE	WESTWOOD	STUMP		28	NE 5	4	BEHIND WALK		\$105.00
132	539	VISTA		GREEN ASH	23		NE 5	4		N	\$425.00
133	546	VISTA		GREEN ASH	23		NE 5	4		N	\$425.00
134	539	N LALONDE		GREEN ASH	22		NE 5	4		N	\$425.00
135	501	N GRACE		GREEN ASH	24		NE 5	4		N	\$425.00
136	529	N GRACE		GREEN ASH	23		NE 5	4		N	\$425.00
137	549	N GRACE	ON E SUNSET	GREEN ASH	27		NE 5	4		N	\$675.00
138	551	N LALONDE	ON E SUNSET	STUMP		9	NE 5	4			\$33.75
139	435	E SUNSET		STUMP		15	NE 5	4			\$56.25
140	601	E SUNSET	ON N EDGEWOOD	GREEN ASH	27		NE 5	4	SURFACE ROOTS	N	\$675.00
141	601	E SUNSET		GREEN ASH	20		NE 5	4		N	\$425.00
142	601	E SUNSET		GREEN ASH	22		NE 5	4		N	\$425.00
143	542	N GRACE		STUMP		22	NW 5	4			\$82.50
144	341	N STEWART		GREEN ASH	31		SW 5	4		N	\$675.00
145	343	N STEWART		GREEN ASH	28		SW 5	4		N	\$675.00
146	542	N CRAIG		GREEN ASH	23		SW 5	4		N	\$425.00
147	537	N CRAIG		GREEN ASH	21		NW 5	4		N	\$425.00

LIST #1

ALL TREES MARKED WITH A RED DOT

7/16/2012

3

# 2012 TREE AND STUMP REMOVALS

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS

ADDRESS	STREET	LOCATION	SPECIES	DBH	STUMP	CHR & SECTION	DIST	NOTES	WIRES	COST
148	369	N CRAIG	GREEN ASH	25		SW 5	4		N	\$675.00
149	369	ON E PLEASANT	GREEN ASH	21		SW 5	4		N	\$425.00
150	358	N CRAIG	GREEN ASH	30		SW 5	4		N	\$675.00
151	244	N CRAIG	GREEN ASH	26		SW 5	4		N	\$675.00
152	241	N CRAIG	STUMP		10	SW 5	4		N	\$37.50
153	343	N MARTHA	GREEN ASH	25		SW 5	4		N	\$675.00
154	366	N MARTHA	GREEN ASH	29		SW 5	4		N	\$675.00
155	534	N MARTHA	GREEN ASH	27		NW 5	4		N	\$675.00
156	345	E VIEW	GREEN ASH	20		SW 5	4		N	\$425.00
157	541	N GARFIELD	GREEN ASH	26		NW 5	4		N	\$675.00
158	410	N GARFIELD	GREEN ASH	22		NW 5	4		N	\$425.00
159	405	N GARFIELD	GREEN ASH	20		NW 5	4		N	\$425.00
160	319	N GARFIELD	GREEN ASH	16		SW 5	4		N	\$425.00
161	266	N GARFIELD	GREEN ASH	26		SW 5	4		N	\$675.00
162	266	N GARFIELD	GREEN ASH	27		SW 5	4		N	\$675.00
163	207	N CHARLOTTE	GREEN ASH	24		SW 5	4		N	\$425.00
164	225	N CHARLOTTE	GREEN ASH	23		SW 5	4		N	\$425.00
165	270	ON E VIEW	GREEN ASH	18		SW 5	4		N	\$425.00
166	270	ON E VIEW	GREEN ASH	22		SW 5	4		N	\$425.00
167	150	E VIEW	GREEN ASH	42		SW 5	4		Y	\$1,175.00
168	216	E VIEW	GREEN ASH	20		SW 5	4		Y	\$425.00
169	243	E VIEW	GREEN ASH	29		SW 5	4		N	\$675.00
170	104	ON E GROVE	GREEN ASH	17		SW 5	4		N	\$425.00
171	203	E BERKSHIRE	STUMP		24	NE 5	4		N	\$90.00
172	533	N CHARLOTTE	GREEN ASH	26		NW 5	4		N	\$675.00
173	521	N CHARLOTTE	GREEN ASH	23		NW 5	4		N	\$425.00
174	521	N CHARLOTTE	GREEN ASH	15		NW 5	4		N	\$425.00
175	513	N CHARLOTTE	GREEN ASH	21		NW 5	4		N	\$425.00
176	513	N CHARLOTTE	GREEN ASH	16		NW 5	4		N	\$425.00
177	115	E SUNSET	GREEN ASH	23		NW 5	4		N	\$425.00
178	145	E SUNSET	GREEN ASH	26		NW 5	4		N	\$675.00
179	2	E LEMOYNE	STUMP		10	NW 5	4		N	\$37.50
180	959	N GARFIELD	STUMP		15	SW 32	4		N	\$56.25
181	634	RIDGE	STUMP		24	NE 6	1		N	\$90.00
182	514	N MAIN	GREEN ASH	19		NE 6	1		N	\$425.00
183	447	N PARK	STUMP		31	NE 6	1		N	\$116.25
184	440	N ELIZABETH	GREEN ASH	23		NE 6	1		N	\$425.00
185	513	MEADOW	GREEN ASH	18		SW 6	1		Y	\$425.00
186	338	CIMARRON	STUMP		7	NE 1	1		N	\$26.25
187	136	W GREENFIELD	GREEN ASH	31		SE 6	1		Y	\$675.00
188	344	N MAIN	AMERICAN ELM	26		SE 6	1		N	\$675.00
189	324	N MAIN	GREEN ASH	26		SE 6	1		N	\$675.00
190	210	N MAIN	GREEN ASH	20		SE 6	1		Y	\$425.00
191	333	N PARK	GREEN ASH	26		SE 6	1		N	\$675.00
192	303	N PARK	GREEN ASH	21		SE 6	1		Y	\$425.00
193	303	N PARK	GREEN ASH	18		SE 6	1		Y	\$425.00
194	30	W PRAIRIE	GREEN ASH	18		SE 6	1		N	\$425.00
195	136	N PARK	GREEN ASH	22		SE 6	1		N	\$425.00
196	112	N MAIN	GREEN ASH	19		SE 6	1		N	\$425.00

LIST #1

ALL TREES MARKED WITH A RED DOT

7/16/2012 4

# 2012 TREE AND STUMP REMOVALS

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS

ADDRESS	STREET	LOCATION	SPECIES	DBH	STUMP	DIR & SECTION	DIST	NOTES	WIRES	COST
197	W WINDSOR		GREEN ASH	29		SE 6	1		N	\$675.00
198	W GROVE	ON N LINCOLN	GREEN ASH	13		SE 6	1		Y	\$425.00
199	W GROVE	ON N LINCOLN	GREEN ASH	37		SE 6	1		Y	\$1,175.00
200	W WINDSOR		STUMP		36	SE 6	1			\$135.00
201	W WINDSOR		GREEN ASH	20		SE 6	1		N	\$425.00
202	N LINCOLN		GREEN ASH	22		NE 7	1		Y	\$425.00
203	N GARFIELD	ON E GROVE	STUMP		21	NW 8	1			\$78.75
204	E ST. CHARLES	TREE VAULT	STUMP		9	NW 8	1			\$33.75
205	E ST. CHARLES	TREE VAULT	STUMP		6	NW 8	1			\$22.50
206	E ST. CHARLES	ON N CRAIG	STUMP		10	NW 8	1			\$37.50
207	N MAIN	TREE VAULT	STUMP		8	NW 8	4			\$30.00
208	N MAIN	TREE VAULT	STUMP		10	NW 8	4			\$37.50
209	N MAIN	TREE VAULT	STUMP		9	NW 8	4			\$33.75
210	N MAIN	TREE VAULT	STUMP		9	NW 8	4			\$33.75
211	N MAIN	TREE VAULT	STUMP		8	NW 8	4			\$30.00
212	N MAIN		STUMP		32	NW 8	4			\$120.00
213	N MAIN		STUMP		23	NW 8	4			\$86.25
214	N MAIN		STUMP		12	NE 7	1			\$45.00
215	N MAIN		STUMP		16	NE 7	1			\$60.00
216	N MAIN		STUMP		12	NE 7	1			\$45.00
217	N MAIN		STUMP		6	NE 7	1			\$22.50
218	N MAIN		STUMP		8	NE 7	1			\$30.00
219	N MARSHA	ON E PRAIRIE	GREEN ASH	19		SW 5	4		Y	\$425.00
220	E PRAIRIE		STUMP		30	SW 5	4			\$112.50
221	E PRAIRIE		STUMP		43	SW 5	4			\$161.25
222	E PRAIRIE		GREEN ASH	21		SW 5	4		N	\$425.00
223	E PRAIRIE		STUMP		18	SW 5	4			\$67.50
224	S PARK		STUMP		17	NE 7	1			\$63.75
225	S PARK		GREEN ASH	17		NE 7	1		N	\$425.00
226	S PARK		SILVER MAPLE	31		NE 7	1		N	\$675.00
227	S ELIZABETH		GREEN ASH	25		NE 7	1		N	\$675.00
228	S EDSON		GREEN ASH	27		SE 7	1		N	\$675.00
229	ETHEL		GREEN ASH	21		NE 18	2		N	\$425.00
230	ETHEL		GREEN ASH	23		NW 18	2		N	\$425.00
231	ETHEL		GREEN ASH	27		NW 18	2		N	\$675.00
232	W TAYLOR		GREEN ASH	29		NE 18	2		N	\$675.00
233	GRAHAM		GREEN ASH	25		NE 18	2		N	\$675.00
234	GRAHAM		GREEN ASH	23		NE 18	2		N	\$425.00
235	GRAHAM		GREEN ASH	22		NE 18	2		N	\$425.00
236	W CENTRAL		GREEN ASH	22		SE 18	2		N	\$425.00
237	W MORRIS		GREEN ASH	21		SE 18	3		N	\$425.00
238	COLLEN		GREEN ASH	19		NE 19	3		N	\$425.00
239	COLLEN		GREEN ASH	22		NE 19	3		N	\$425.00
240	S MAIN		GREEN ASH	22		NE 19	3		N	\$425.00
241	S ELIZABETH		GREEN ASH	19		NE 19	3		N	\$425.00
242	HILLCREST LN		GREEN ASH	23		NE 19	3		N	\$425.00
243	MANOR HILL CT		STUMP		17	NE 19	3		N	\$63.75
244	MANOR HILL LN		GREEN ASH	27		NE 19	3		N	\$675.00
245	E 13TH ST	S OF DRIVE	STUMP		10	NW 20	3		N	\$37.50

LIST #1

ALL TREES MARKED WITH A RED DOT

7/16/2012

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# 2012 TREE AND STUMP REMOVALS

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS

ADDRESS	STREET	LOCATION	SPECIES	DBH	STUMP	QTR & SECTION	DIST	NOTES	WIRES	COST
246	4	E 13TH PL	GREEN ASH	15		NW 20	3		N	\$425.00
247	535	ROSEBUD SOUTH	STUMP		20	SW 20	3			\$75.00
248	72	W 18TH ST	STUMP		20	SE 19	3			\$75.00
249	521	PINEBROOK	STUMP		11	NW 19	2			\$41.25
250	519	ASPEN	GREEN ASH	22		NW 19	2		N	\$425.00
251	1533	WALNUT CT	GREEN ASH	19		NW 19	2		N	\$425.00
252	1580	ACORN CT	STUMP		18	NW 19	2			\$67.50
253	1040	SHEDRON WAY	STUMP		18	NE 24	2			\$67.50
254	1091	SHEDRON WAY	STUMP		21	NE 24	2			\$78.75
										\$95,906.25

# VILLAGE OF LOMBARD

## Contract for Tree & Stump Removal

CONTRACT DOCUMENT NUMBER PWO 12B14

This agreement is made this 15<sup>th</sup> day of July, 2012  
between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Steve Piper & Sons, 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:

### TREE REMOVAL

11 TO 24 INCHES

IN DIAMETER

\$ 425.00 Per Tree

AT DBH OF 4.5'

### TREE REMOVAL

25 TO 32 INCHES

IN DIAMETER

\$ 675.00 Per Tree

AT DBH OF 4.5'

### TREE REMOVAL

OVER 32 INCHES

IN DIAMETER

\$ 1,175.00 Per Tree

AT DBH OF 4.5'

### TREE STUMP REMOVAL ONLY

(From Trees Removed by Village Crews)

STUMP DIAMETER INCHES

IN DIAMETER

\$ 3.75 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 12B14  
for Tree & Stump Removal, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents

- iii) Invitation to Bid on Contract Document  
No. PWO 12B14- 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 July 5, 2012
- 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 \$ 139,500.00 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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this 15<sup>th</sup> day of July, 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 15<sup>th</sup> day of July, 2012.

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

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

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15<sup>th</sup> day of July, 2012.

\_\_\_\_\_  
William J. Mueller  
Village President

Attest:

\_\_\_\_\_  
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

\_\_\_\_\_, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for \_\_\_\_\_ (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 \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

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

**Exhibit "B"**

**CONTRACTOR'S CERTIFICATION:**

**Sexual Harassment Policy**

\_\_\_\_\_, having submitted a bid/proposal for  
\_\_\_\_\_, 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 \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

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

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

\_\_\_\_\_, having submitted a bid/proposal for  
\_\_\_\_\_, 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 \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

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

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

\_\_\_\_\_ 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 \_\_\_\_\_  
[name of employee/driver or "all employee drivers"]  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

\_\_\_\_\_  
[Company Name]

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED AND SWORN TO

before me this . day

of \_\_\_\_\_, 2012.

\_\_\_\_\_  
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.