

**VILLAGE OF LOMBARD****Contract for Village Right-of-Way 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 15-14

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 (Ciosek Tree Service) 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>ESTIMATED QUANTITY</u>	<u>ITEM TOTAL</u>	<u>LINE</u>
TREE REMOVAL 13 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	47 trees / year	\$ <u>350.00</u> Per Tree	\$ <u>16,450.00</u>
TREE REMOVAL 25 TO 35 INCHES IN DIAMETER AT DBH OF 4.5'	25 trees / year	\$ <u>600.00</u> Per Tree	\$ <u>15,000.00</u>
TREE REMOVAL 36 OR MORE INCHES IN DIAMETER AT DBH OF 4.5'	10 trees / year	\$ <u>925.00</u> Per Tree	\$ <u>9,250.00</u>
TREE STUMP GRINDING (FOR TREES REMOVED BY VILLAGE CREWS) PER STUMP DIAMETER INCHES AT GRADE	3100 inches/year	\$ <u>3.00</u> Per Inch	\$ <u>9,300.00</u>
TOTAL CONTRACT PRICE			\$ <u>50,000.00</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 15-14 for Village Rights-of-Way Tree and Stump Removal, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO 15-14 - 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 1/8/2015
  - 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 30 calendar days from the date of the Notice to Proceed on each list. 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 25<sup>th</sup> day of February, 2015\_.

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

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

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

Ciosek Tree Service  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23<sup>rd</sup> day of JANUARY, 2015\_.

[Signature]  
Keith T. Giagnorio  
Village President

Attest:

[Signature]  
Sharon Kuderna  
Village Clerk

Approved contents of contractual documents:

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

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

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

I am the Secretary / Owner for Ciosek Tree Service, (the "Contractor"), which has submitted a proposal for Village Right-of-Way Tree & Stump Removal.

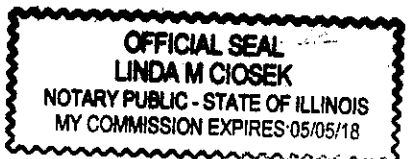
to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

- 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 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; 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 25th day of February, 2015.

[Signature]
Notary Public





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Hausman Kunkel, Inc. 40 S. Prospect Roselle, IL 60172 Hausman Kunkel, Inc.	CONTACT NAME: Hausman Kunkel, Inc.	FAX (A/C, No): 630-894-4333	
	PHONE (A/C, No, Ext): 630-894-7510	E-MAIL ADDRESS:	
INSURED Ciosek Tree Service Inc. c/o Linda Ciosek 21W430 Park Ave. Lombard, IL 60148	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : West Bend Mutual Ins. Co		15350
	INSURER B : Travelers Property Cas of Am		
	INSURER C :		
	INSURER D :		
	INSURER E :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

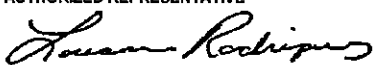
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NSD 1204784	07/22/2014	07/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		NUD 1204785	07/22/2014	07/22/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	6JUB-2E43008-3-14	11/04/2014	11/04/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Lombard are named as Additional Insured as respects General Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>LOMBARD</b>  Village of Lombard 255 E. Wilson Lombard, IL 60148	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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