

VILLAGE OF LOMBARD

TREE & STUMP REMOVAL

CONTRACT DOCUMENT NUMBER PWO 0814

This agreement is made this 21st day of June, 2007 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Asplundh Tree Expert Co.) 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>UNIT PRICE</u>
TREE REMOVAL 11 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>354.00</u> Per Tree
TREE REMOVAL 25 TO 32 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>567.00</u> Per Tree
TREE REMOVAL OVER 32 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>890.00</u> Per Tree
TREE STUMP REMOVAL ONLY (From Trees Removed by Village Crews) STUMP DIAMETER INCHES IN DIAMETER AT GRADE	\$ <u>3.75</u> Per Inch

TOTAL CONTRACT PRICE: \$ 28,495.00

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 0814 for Tree & Stump Removal, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO 0814 - 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 June 4, 2007
 - 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 \$ 28,495.00 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 21st day of June, 2007.

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 21st day of June, 2007.

Individual or Partnership _____ Corporation X

Douglas L. Gober Vice President
By Douglas L. Gober Position/Title

By _____ Position/Title

Asplundh Tree Expert Co.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of June, 2007.

William J. Mueller
William J. Mueller
Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien
Village Clerk

Approved for issuance:

Tim Sexton 7/5/07
Tim Sexton Date
Assistant Finance Director

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

Douglas L. Gober, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for Asplundh Tree Expert Co. (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: Douglas L. Gober
Authorized Agent of Contractor
Douglas L. Gober, Vice President

Subscribed and sworn to
before me this 17th
day of July, 2007.

Barbara Burnosky
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Barbara Burnosky, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Feb. 5, 2009
Member, Pennsylvania Association of Notaries

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

Douglas L. Gober, having submitted a bid/proposal for
Asplundh Tree Expert Co., 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:

Douglas L. Gober
Authorized Agent of Contractor

Douglas L. Gober, Vice President

Subscribed and sworn to
before me this 17th
day of July, 2007.

Barbara Burnosky
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Barbara Burnosky, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Feb. 5, 2009

Member, Pennsylvania Association of Notaries

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

Douglas L. Gober, having submitted a bid/proposal for Asplundh Tree Expert Co., 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: Douglas L. Gober, Authorized Agent of Contractor, Douglas L. Gober, Vice President

Subscribed and sworn to before me this 17th day of July, 2007.

Barbara Burnosky, Notary Public

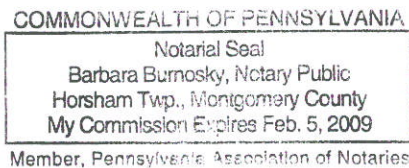


Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

Asplundh Tree Expert Co. 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 company 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.

Asplundh Tree Expert Co.

[Company Name]

By:

Douglas L. Gober
Douglas L. Gober

Its: Vice President

SUBSCRIBED AND SWORN TO

before me this day 17th

of July, 2007.

Barbara Burnosky
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Barbara Burnosky, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Feb. 5, 2009

Member, Pennsylvania Association of Notaries

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.