

**VILLAGE OF LOMBARD**  
**Contract for Parkway Tree Trimming**  
 CONTRACT DOCUMENT NUMBER PWO 22-15

This agreement is made this 4<sup>th</sup> day of November, 2021 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (D Ryan Tree and Landscape LLC) 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 TOTAL</u>
TREE TRIMMING 7 TO 14 INCHES IN DIAMETER AT DBH OF 4.5'	0 trees, 0 inches	\$ <u>2.95</u> Per Inch	\$ <u>0.00</u>
TREE TRIMMING 15 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	665 trees, 13,164 inches	\$ <u>2.95</u> Per Inch	\$ <u>38,833.80</u>
TREE TRIMMING 25 TO 36 INCHES IN DIAMETER AT DBH OF 4.5'	394 trees, 11,262 inches	\$ <u>2.95</u> Per Inch	\$ <u>33,222.90</u>
TREE TRIMMING OVER 37 INCHES IN DIAMETER AT DBH OF 4.5'	57 trees, 2,336 inches	\$ <u>2.95</u> Per Inch	\$ <u>6,891.20</u>
TOTAL			\$ <u>78,947.90</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 3A, Renewal. Total payment for Parkway Tree Pruning and Demand Trimming services shall not exceed \$79,000.00.**

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 22 - 15 for Parkway Tree Pruning and Demand Trimming/Cabling, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO 22-15 - 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 10/22/21
  - 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 102 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 \_\_\_\_\_, 2021.

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 \_\_\_\_\_, 2021.

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

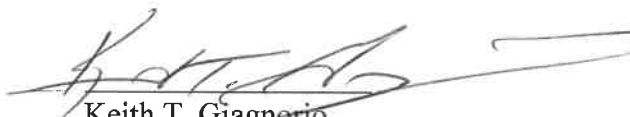
\_\_\_\_\_  
By Position/Title

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of November, 2021.



Keith T. Giagnorio  
Village President

Attest:



Elizabeth Brezinski  
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**

**VILLAGE OF LOMBARD  
255 E Wilson Avenue  
Lombard, IL 60148**

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.