



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

November 8, 2019

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Mane T. Frey
McLane Lomax
Nicholas Pancola Jr.
Armando Perez

Village Clerk
Nancy Dunn

Village Manager
Evan K. Summers

Mr. Dawn M. Weber
Local 150 Operating Engineers
Legal Department
6140 Joliet Road
Countryside, Illinois 60525

Re: November 6, 2019 FOIA Request

Dear Ms. Weber:

I am pleased to help you with your November 6, 2019 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on November 6, 2019. You requested copies of the items indicated below:

"Any and all contracts with, payments to, and invoices from Alaniz Landscaping Group between 2010 and the present."

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-31-2012. (34 pgs.)
- 2) Village of Bensenville Resolution No. R-53-2015. (31 pgs.)
- 3) Village of Bensenville Purchase Order No. 20124817-00. (1 pg.)
- 4) Alaniz Landscape Group Invoice #4633. (2 pgs.)

These are all the records found responsive to your request.

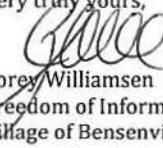
Please be advised that Alaniz Landscape Group was the apparent low bid in 2015, however were non responsive to the Village and the contract was awarded to another company.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: publicaccess@atg.state.il.us. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-31-2012

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
TO ALANIZ LANDSCAPE GROUP INC. FOR THE 2012 PARKWAY TREE
PLANTING PROGRAM**

WHEREAS the Village of Bensenville, in an effort to grow and diversify our urban forest, set out an aggressive plan to plant over 100 trees in 2012, and

WHEREAS on December 14, 2011 Emerald Ash Borer (EAB) was formally confirmed in Bensenville by the Illinois Department of Natural Resources, and

WHEREAS the Department of Public Works was able to secure an EAB Urban Forest Restoration Grant from the US Forest Service in the amount of \$10,000 to help offset planting costs due to EAB infestation, and

WHEREAS the Village formally opened bids for a tree planting contract on March 12, 2012.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Alaniz Landscape Group Inc. of Elgin, IL for parkway tree planting services for an amount not to exceed \$29,668.00 for the 2012 Parkway Tree Planting Program; and

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, March 27, 2012.

APPROVED:



Frank Soto
Village President

ATTEST:

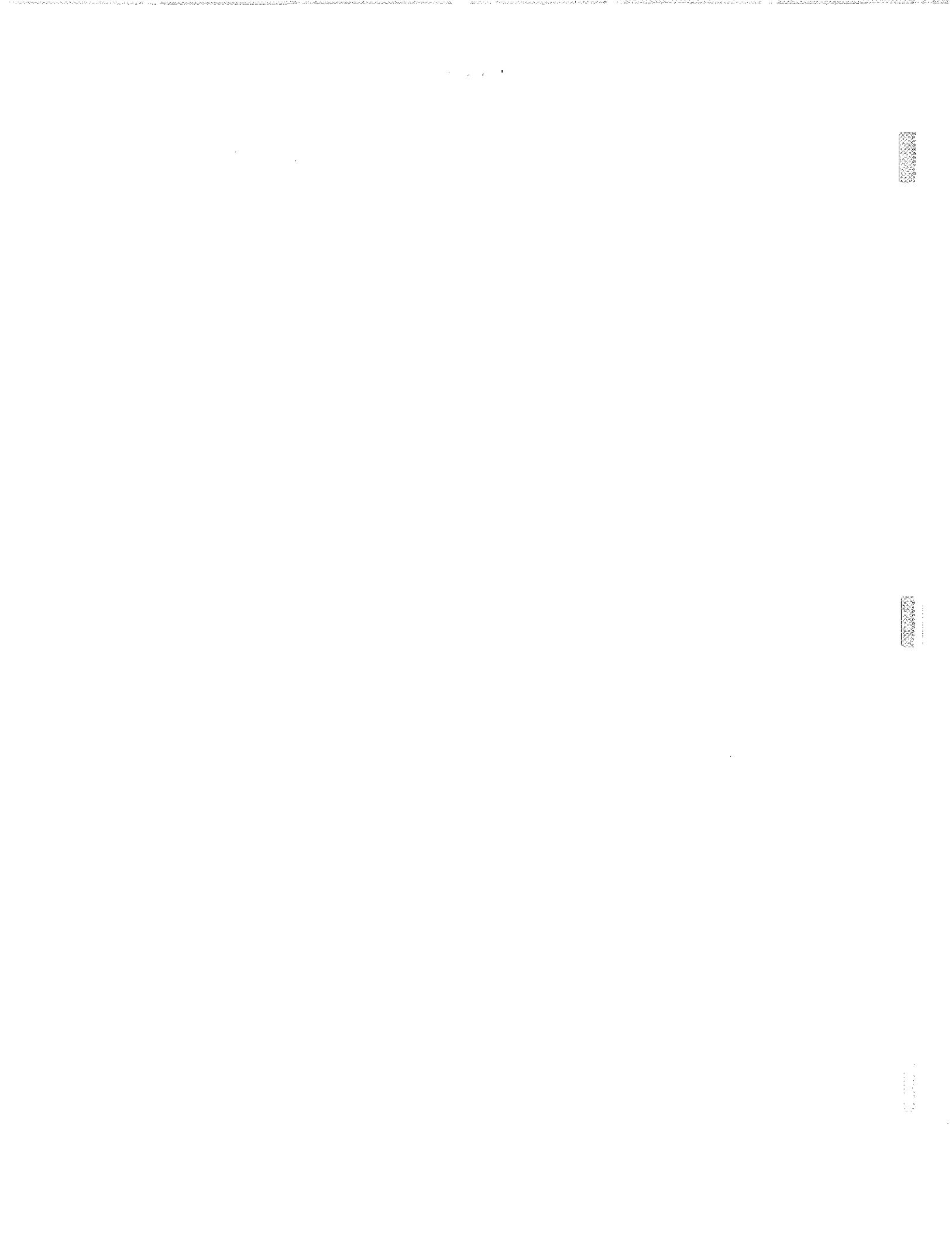


Susan Janowiak
Village Clerk

AYES: Bartlett, O'Connell, Ridder, Wesseler

NAYS: None

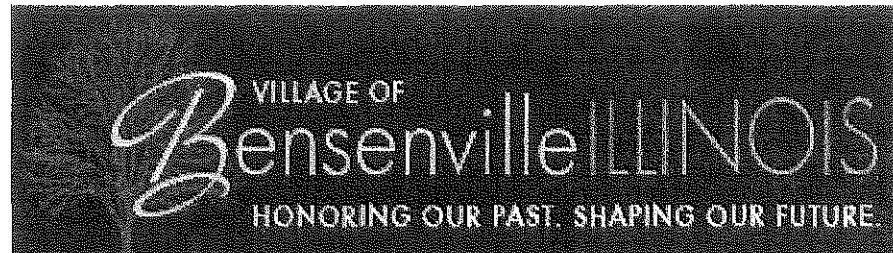
ABSENT: Jarecki, Peconio



Village of Bensenville

Invitation to Bid with Specifications

2012 Parkway Tree Planting Program



Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

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Initial: MM

INVITATION TO BID

2012 PARKWAY TREE PLANTING PROGRAM

The Village of Bensenville will accept bids for the "2012 Parkway Tree Planting Program" The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St. Bensenville, IL 60106.

The bids shall be publicly opened at 10:30AM on Monday, March 12th, 2012 at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked Tree Planting-BID

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or via email at krubach@bensenville.il.us

The Village Board reserves the right to reject any and all bids or portions thereof

Corey Williamsen
Deputy Village Clerk

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BID SPECIFICATIONS

Village of Bensenville, Illinois

2012 Parkway Tree Planting Program

PART I GENERAL SPECIFICATIONS

1. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

3. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. DAMAGES TO PROPERTY

4.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or

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owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

4.2 The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

4.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

5. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

5.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

5.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

5.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

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PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

1.2 These specifications include standards necessary for and incidental to the execution and completion of planting, including hauling and spreading of topsoil, and finished grading.

1.3 Applicable specifications and standards:

- *American Standard for Nursery Stock.* ANSI Z60.1-2004
- *Principles and Practices of Planting Trees and Shrubs.* International Society of Arboriculture.
- *Standardized Plant Names* American Joint Committee on Horticulture Nomenclature.
- *American National Standards Institute for Tree Care Operations- Transplanting.* ANSI A300-2005
- *Standard Specifications for Road and Bridge Construction.* Illinois Department of Transportation.

2. QUALITY OF TREE MATERIALS

2.1 Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery and shall be first class nursery grown representatives of their normal species and varieties. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the Village of Bensenville for the last two years. They shall have been freshly dug during the most current harvest season. They shall have average or normal well developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

2.2 Trees shall be free of branches (undertrimmed) no higher from the ground line than 1/2 the total height of the tree; shall have single leaders, be well branched, and with reasonable straight stems. This requirement shall cover general species, but some varieties, which have other characteristics of growth, will be accepted. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage or cuts larger than $\frac{3}{4}$ inch in diameter that are not completely closed will be rejected.

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2.3 Trees shall be true to their name as specified.

2.4 Topsoil (if needed) furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the contractor.

3. SIZE – Tree plantings shall be a minimum of 2 ½" in diameter. Request for pricing shall include 2 ½" and 3" diameter.

4. MEASUREMENT FOR SIZE

Trees up to four inches in diameter shall be measured six inches above the natural ground line.

5. QUANTITY - As listed. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. BALLED AND BURLAPPED TREES

Trees shall be balled and burlapped, and dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the *American Standard for Nursery Stock*. The thickness of depth of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

7. INSPECTION OF TREE MATERIAL

7.1 Inspection of tree material will be made by the Public Works Supervisor, or his designee, prior to planting in its final destination. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected. The Village reserves the right to refuse the inspection if in its judgment the quantity of trees to be harvested is an insufficient amount.

7.2 Approval of tree material on examination shall not be construed as an acceptance of it. Final acceptance will not be made until the planted tree is in a healthy, growing condition twelve (12) months after planting.

7.3 All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival the certificate shall be filed with the Director of Public Works.

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7.4 All plants shall be selected and tagged by the contractor at their place of growth.

8. DIGGING OF TREES

Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be four days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing.

9. TRANSPORTATION

During transportation, the contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Supervisor, or his designee, may reject the injured tree. When a tree has been rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. All trees shall be delivered with no tree wrap.

10. SAFETY

While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

11. USE OF EXISTING TREE MATERIAL

Existing tree material shall be used for backfill except in cases where the soil is deemed unsuitable due to hard clay or rock content.

12. EXCAVATION

Holes for trees shall be dug at the location indicated by a stake set by the Public Works Forestry Division. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

13. TREE PLANTING PROCEDURES

13.1 Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman

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13.2 Trees shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Excess soil from the root ball must be removed following installation. Any additional backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.

13.3 After a tree is placed in the hole, tie cords and burlap shall be cut away.

13.4 Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

13.5 A hardwood chip mulch cover shall be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Public Works Supervisor

13.6 Any excess soils, debris or trimmings shall be removed from the planting site immediately upon completion of each planting operation.

14. INSTALLATION TIMEFRAME

All trees for the spring planting shall be installed by May 31st, 2012 unless other notified. If a fall planting occurs all trees shall be installed by November 30th, 2012.

15. LOCATION OF TREE PLANTING

Trees will be planted on Village parkways and public property at various locations within the Village.

16. BRACING

16.1 Trees larger than four feet in height and smaller than eight feet in height shall require one support post, so placed that a biodegradable rope between it and the tree will be parallel to the roadway.

16.2 Trees larger than eight feet in height will require two support posts, so placed that a biodegradable rope between them will be parallel to the roadway.

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17. TREE PLANTING CARE INSTRUCTIONS

Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

18. TREE WARRANTY

Newly planted trees shall be guaranteed for one year beginning the date of project acceptance. The successful bidder shall inspect all trees before the end of the warranty period and replace any dead trees. Prior to expiration of the warranty period, the contractor shall arrange a mutually agreeable date and time to inspect the trees with the Public Works Supervisor or his designee. A tree deemed unacceptable by the Public Works Supervisor or his designee shall be replaced by the contractor at no cost to the Village of Bensenville. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

19. PRICING

All pricing for good and services included in this bid shall be good through December 31st, 2012.

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BIDDER INFORMATION SHEET

NAME: (PRINT) MIGUEL ALVARO

SIGNATURE: M. Alvaro

COMPANY NAME: (PRINT)
Alvaro Landscape Group Inc.

ADDRESS: P.O. Box 1248
Elgin IL 60121

TELEPHONE: 847-289-4900

FACSIMILE: 847-289-4901

EMAIL: info@alvarolandscapes.com

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a sealed opaque envelope plainly marked:
Tree Planting- Bid

The bids must be received by 10:30am on March 12th, 2012. They will be publicly opened and read on March 12th, 2012 at 10:30am in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.

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BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2012 Tree Planting Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid: All proposals shall be based on delivery, planting, and staking of trees with a minimum diameter as shown below.

Quantity	Tree Name	2.5" Unit Cost	2.5" Total Cost	3.0" Unit Cost	3.0" Total Cost
13	State Street Miyabe Maple <i>Acer miyabei Morton</i>	188	2444	208	2704
13	Chicagoland Hackberry <i>Celtis occidentalis Chicagoland</i>	182	2366	198	2574
5	Magyar Gingo <i>Ginkgo biloba Magyar</i>	248	1240	293	1465
13	London Plane Tree <i>Platanus x acerifolia Exclamation</i>	188	2444	203	2639
13	Siouxland Poplar <i>Populus deltoids Siouxland</i>	281	3653	314	4082
13	Swamp White Oak <i>Querus bicolor</i>	191	2483	211	2743
13	American Sentry Linden <i>Tilia americana American Sentry</i>	167	2171	189	2457
13	Commendation Elm <i>Ulmus carpinifolia Commendation</i>	174	2262	181	2353
13	Village Green Japanese Zelkova <i>Zelkova serrata Village Green</i>	198	2574	224	2912
13	Marmo Maple <i>Acer x freemanii Marmo</i>	188	2444	204	2652
13	Chicago Blues Black Locust <i>Robinia pseudocacia Chicago Blues</i>	204	2652	238	3094
135	TOTAL COST	XXXXXX	26733	XXXXXX	39665

*Final Quantities Subject to Change

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TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

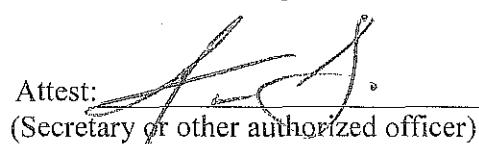
1) TOTAL COST PER SPECIFICATION (2.5" DIA): \$ 26733

2) TOTAL COST PER SPECIFICATION (3.0" DIA): \$ 29665

Signed:


Authorized Signature

Where bidder is a corporation, add:

Attest: 
(Secretary or other authorized officer)

Date: 3-12-2012



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REFERENCE SUBMITTAL

All bidders are required to furnish three (3) references from previous clients whom they have performed similar work for. (At least two of the references **MUST** be municipalities)

Municipality or Firm: _____

Name/Position of Contact: _____ *John A. Hurlbut*

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Initial: *[Signature]*

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages - The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #IL89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

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any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Tree Planting - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

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- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractors's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a

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bid which is low in point of price may be rejected if the material to be furnished is not the best;

- f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Initial: 

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) **General Liability and Automobile Liability Coverages**
 - (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
 - (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
 - (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
- (3) **All Coverages**

Initial: MA

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the

Initial: 

Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

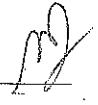
- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious-mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.
- 8) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

Initial: MA

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
 - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
 - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

Initial: 

13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

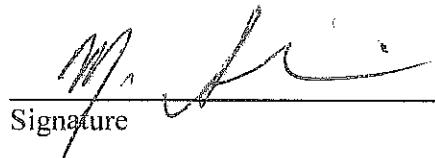
16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 *et seq.*), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

The party authorized to execute the above certification is the Village of Bensenville.

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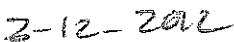
VENDOR:



Signature

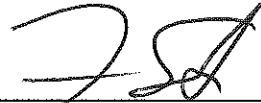


Title

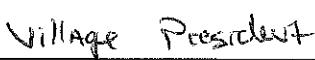


Date

Village of Bensenville:



Signature



Title



Date

ALANIZ LANDSCAPE GROUP

I N C O R P O R A T E D

LANDSCAPE ▲ BRICK PAVING ▲ RETANING WALLS

P.O. BOX 1248 — ELGIN, IL 60121 ☎ PH.847-289-4900 ☎ FAX.847-289-4901

W W W . A L A N I Z L A N D S C A P E S . C O M

STATEMENT OF COMPETENCY

To:

VILLAGE OF BENSENVILLE
12 S. CENTER ST.
BENSENVILLE, IL 60106

Alaniz Landscape Group, INC. has been providing general landscape services for more than a decade. We have grown with our customers and expanded our services to specialize in the brick paving and retaining walls highest quality installations.

Our in-house team of professionals include: Landscape Designers, Experienced Crew Leaders & Skilled Laborers with an average tenure of 5-7 years. All of our skilled laborers are fully capable of performing all the tasks required in the lawn maintenance.

We have proved to be a competitive company by delivering our quality work in a professional manner and exercising the highest standards in all our horticultural practices.

We are proud to say that we have served the following entities:

PROJECT: TREE PLANTING
OWNER: CITY OF JOLIET IL
LOCATION: Various throughout the City
CONTACT: Mr. Jim Tieber 815-794-8216

PROJECT: TREE PLANTING
OWNER: Village Of BARTLETT IL
LOCATION: Various throughout the City
CONTACT: Mr. MIKE K. 630-837-0800

PROJECT: TREE PLANTING
OWNER: CITY OF WEST CHICAGO IL
LOCATION: Various throughout the city
CONTACT: Mr. Mark 630-885-3550

PROJECT: TREE PLANTING
OWNER: VILLAGE OF ELKGROVE IL
LOCATION: Various throughout the city
CONTACT: Mr. Randy 847-734-8053



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2011

PRODUCER

Vista Insurance Agency
5105 Tollview Dr. Ste.100
Rolling Meadows, IL 60008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Rockford Mutual

INSURER B: The Hartford

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CAIL007098	4/07/2011	4/07/2012	EACH OCCURRENCE	\$ 4000000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 2000000
						GENERAL AGGREGATE	\$ 4000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
		GEN'LAGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	COIL012138	4/07/2011	4/07/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		X ANY AUTO				BODILY INJURY (Per person)	\$ 1000000
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 1000000
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ 1000000
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY	COIL012138-02	4/07/2011	4/07/2012	EACH OCCURRENCE	\$ 4000000
		X OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4000000
							\$
							\$
							\$
B		DEDUCTIBLE	WC832512-01IL	4/07/2011	4/07/2012	WC STATU- TORY LIMITS	OTH- ER
		RETENTION \$				E.L. EACH ACCIDENT	\$ 1000000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - POLICY LIMIT	\$ 1000000
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Village of Bensenville its agents, officers and representatives are additional insured
Project: Tree Planting.

CERTIFICATE HOLDER

VILLAGE OF BENSENVILLE
12 S CENTER ST
BENSENVILLE, IL 60106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





Western Surety Company

BID BOND (Percentage)

Bond Number: 70951868

Alaniz Group Inc.

KNOW ALL PERSONS BY THESE PRESENTS, That we

1525 E Chicago St, Elgin, IL 60120

hereinafter

referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto Village of Bensenville

of 717 E. Jefferson St Bensenville, IL 60106

hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns jointly and severally, firmly by these presents.

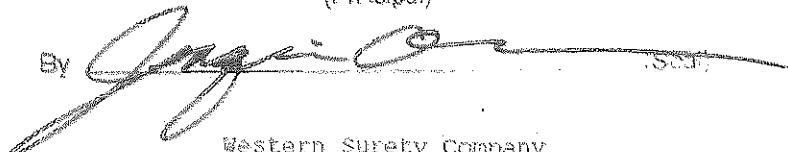
WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Parkway Tree Planting

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond; then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 12th day of March 2011

Alaniz Group Inc.

(Principal)

By  S.C.

Western Surety Company

(Surety)

By  S.C.
JAYCA HERZING Attorney, in Part



Western Surety Company

THE BOSTONIAN - OCTOBER, 1871.

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- 1 - | 10/27/20

Know All Men By These Presents, that WESTERN SUPPLY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota and having its principal office in Sioux Falls, South Dakota (the "Corporation") does by its duly authorized officers, constitute and appoint

the Judge and Clerk, attorney-in-fact, with full power and authority hereby conferred to execute, deliver, and file such process, suits, and bonds for

Principal Substitution Matrix

• [Home](#) [About](#) [Contact](#) [Benson](#) [Help](#)

Journal of the American Statistical Association, 1980, 75, 362-368.

"Section 5. All said policies, undertakings, powers of Attorney or other obligations of the corporation, and the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer or any Vice President or other officer as the Board of Directors may authorize. The President and Vice President, Secretary, any Assistant Secretary or any Attorney in Fact or agents who shall have authority to use bonds, policies or undertakings of the corporation, shall be entitled to receive for the delivery of any bonds, policies, undertakings, Powers, Etc. of the corporation, compensation. The statement of any such officer as of the corporate so far may be printed by this article."

All authority hereby conferred shall expire and terminate, without notice, unless used before January 1, 2012, but until such time shall be exercisable and in full force and effect.

In Witness whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President and Secretary and its corporate seal to be affixed this 12th day of March, 1911.

A circular library stamp on the left and a handwritten signature on the right. The stamp is for the Western University of Health Sciences, Pomona, California, and includes the date 'JULY 20 1968'. The signature reads 'Paul T. Bradley' and is followed by 'Paul T. Bradley, Senior Vice President'.

On this 12th day of March, in the year 2012, before me, an Notary Public in the State of California,
I, Paul T. Brashier, who being to me duly sworn, acknowledged that he signed the above Power of Attorney in the presence of the
WESTERN SECURITY COMPANY and acknowledged said instrument to be the voluntary act and deed of the signatory.

A rectangular notary seal for D. Krell, Notary Public, South Dakota, USA. The seal is framed by a decorative border. The text "NOTARY PUBLIC" is at the top, "SOUTH DAKOTA" is in the center, and "USA" is at the bottom. The name "D. KRELL" is prominently displayed in the center of the seal.

My Congress on Express November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby state that the attached Power of Attorney is in full force and effect and is now in use, and further state that Section 1 of the law as to the use of such as the Power of Attorney is now in force.

In testimony whereof I have hereunto set my hand and seal of Western Surety Company this
March, 1912.

WESTERN SURGEON



RESOLUTION NO. R-53-2015

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALANIZ
LANDSCAPE GROUP, INC. FOR THE 2015 PARKWAY TREE PLANTING
PROGRAM IN THE NOT-TO-EXCEED AMOUNT OF \$36,109**

WHEREAS the Village of Bensenville, in an effort to grow and diversify our urban forest intends to plant 120 trees in 2015; and

WHEREAS the effects of EAB has taken a significant toll on our Urban Forest; and

WHEREAS the Village plans to plant 60 trees in the spring and 60 in the fall; and

WHEREAS the Village formally opened bids for the tree planting program on March 24, 2015, and

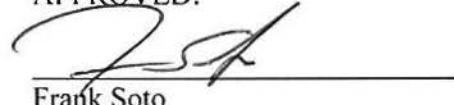
WHEREAS Alaniz Landscape Group, Inc. was the lowest responsible, reliable bidder in the amount of \$36,109; and

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Alaniz Landscape Group, Inc. of Elgin, Illinois for parkway tree planting services for an amount not to exceed \$36,109 for the 2015 Parkway Tree Planting Program; and

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, April 28, 2015.

APPROVED:



Frank Soto
Village President

ATTEST:



Ilsa Rivera-Trujillo
Village Clerk

O'Connell, Ridder, Wesseler, President Soto

AYES: _____

NAYS: **None** _____

ABSENT: **Bartlett, Janowiak, Jarecki** _____

Village of Bensenville

Invitation to Bid with Specifications

2015 Parkway Tree Planting Program



BENSENVILLE
GATEWAY TO OPPORTUNITY

Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

INVITATION TO BID

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 11:00 am local time on March 24, 2015 and then at said office publically opened and read for following:

2015 Parkway Tree Planting Program

Scope of work includes purchase and planting of 60 trees in spring and 60 trees in the fall.

Plans, specifications and bid forms may be obtained at the Public Works Department, 717 E. Jefferson, Bensenville IL 60106, or by emailing kkatz@bensenville.il.us or calling 630-350-3489.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the bid amount.

Offers must not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

Any bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the Village.

The bids shall be publicly opened at **11:00AM on Tuesday, March 24th, 2015** at Bensenville Village Hall 12 S. Center Street. The Bid must be in a sealed opaque envelope plainly marked **"Tree Planting – BID"**

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Village of Bensenville 2015 Parkway Tree Planting Program- BID

BID SPECIFICATIONS

Village of Bensenville, Illinois

2015 Parkway Tree Planting Program

GENERAL SPECIFICATIONS

1. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

3. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. DAMAGES TO PROPERTY

4.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

4.2 The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

Village of Bensenville 2015 Parkway Tree Planting Program- BID

4.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

5. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

5.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

5.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

5.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

6. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Director of Public Works or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event the any of the Contractor's employees is ~~deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to~~ perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or

professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

1.2 These specifications include standards necessary for and incidental to the execution and completion of planting, including hauling and spreading of topsoil, and finished grading.

1.3 Applicable specifications and standards:

- American Standard for Nursery Stock.* ANSI Z60.1-2004
- Principles and Practices of Planting Trees and Shrubs.* International Society of Arboriculture.
- Standardized Plant Names* American Joint Committee on Horticulture Nomenclature.
- American National Standards Institute for Tree Care Operations- Transplanting.* ANSI A300-2005
- Standard Specifications for Road and Bridge Construction.* Illinois Department of Transportation.

2. QUALITY OF TREE MATERIALS

2.1 Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery and shall be first class nursery grown representatives of their normal species and varieties. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the Village of Bensenville for the last two years. They shall have been freshly dug during the most current harvest season. They shall have average or normal well developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

2.2 Trees shall be free of branches (undertrimmed) no higher from the ground line than 1/2 the total height of the tree; shall have single leaders, be well branched, and with reasonable straight stems. This requirement shall cover general species, but some varieties, which have other characteristics of growth, will be accepted. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage or cuts larger than $\frac{3}{4}$ inch in diameter that are not completely closed will be rejected.

2.3 Trees shall be true to their name as specified.

2.4 Topsoil (if needed) furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the contractor.

3. **SIZE** – Tree plantings shall be a minimum of 2 ½" in diameter (caliper).

4. MEASUREMENT FOR SIZE

Take caliper measurements six inches above ground.

5. **QUANTITY** – The Village is requesting a bid for 60 trees per planting season. Species are listed for each season on the bid proposal form. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. BALLED AND BURLAPPED TREES

Trees shall be balled and burlapped, and dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the *American Standard for Nursery Stock*. The thickness of depth of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

7. INSPECTION OF TREE MATERIAL

7.1 The successful Contractor shall allow a Village representative to inspect trees for quality and for tagging in the nursery. If after inspection, there are not enough acceptable trees available, the Village reserves the right to make alternate arrangements for the purchases of that particular species of tree. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected.

7.2 Approval of tree material on examination shall not be construed as an acceptance of it. Final acceptance will not be made until the planted tree is in a healthy, growing condition twelve (12) months after planting.

7.3 All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival the certificate shall be filed with the Director of Public Works.

7.4 All plants shall be selected and tagged by the contractor at their place of growth and approved by the Village representative prior to shipping.

7.5 Samples: Representative samples of the following materials shall be provided to the owner's representative from the supply source being used:

1. Plant material: Inspected by owner's representative in the nursery.
2. Staking and guying material (only if needed).
3. Shredded bark mulch.

8. DIGGING OF TREES

Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be four days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing.

9. TRANSPORTATION

During transportation, the contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Supervisor, or his designee, may reject the injured tree. When a tree has been rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. All trees shall be delivered with no tree wrap.

10. SAFETY

While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

11. USE OF EXISTING TREE MATERIAL

Existing tree material shall be used for backfill except in cases where the soil is deemed unsuitable due to hard clay or rock content.

12. EXCAVATION

Holes for trees shall be dug at the location indicated by a stake set by the Village of Bensenville Public Works Forestry Division. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

13. TREE PLANTING PROCEDURES

13.1 Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman

13.2 Trees shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Excess soil from the root ball must be

removed following installation. Any additional backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. **The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.**

13.3 After a tree is placed in the hole, tie cords and burlap shall be cut away.

13.4 Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

13.5 A hardwood chip mulch cover shall be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Public Works Supervisor.

13.6 Any excess soils, debris or trimmings shall be removed from the planting site immediately upon completion of each planting operation.

14. INSTALLATION TIMEFRAME

Upon authorization to proceed with the work, submit a planting schedule indicating dates for the items of work. The planting dates shall be sometime between April 6th and May 15th for the spring planting and October 19th and November 20th for the fall planting. All planting dates must be pre-approved by the Village a minimum of one month prior to planting. All trees shall be installed by *November 20, 2015*.

15. LOCATION OF TREE PLANTING

Trees will be planted on Village parkways and public property at various locations within the Village.

16. BRACING

16.1 Trees larger than four feet in height and smaller than eight feet in height shall require one support post, so placed that a biodegradable rope between it and the tree will be parallel to the roadway.

16.2 Trees larger than eight feet in height will require two support posts, so placed that a biodegradable rope between them will be parallel to the roadway.

17. TREE PLANTING CARE INSTRUCTIONS

Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

18. TREE WARRANTY

Newly planted trees shall be guaranteed for one year beginning the date of project acceptance. The successful bidder shall inspect all trees before the end of the warranty period and replace any dead trees. Prior to expiration of the warranty period, the contractor shall arrange a mutually agreeable date and time to inspect the trees with the Public Works Supervisor or his designee. A tree deemed unacceptable by the Public Works Supervisor or his designee shall be replaced by the contractor at no cost to the Village of Bensenville. Trees replaced as a result of meeting warranty requirements shall be warranted for one full year from date replacement is completed.

19. PRICING

All pricing for goods and services included in this bid shall be good through December 31st, 2015.

REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients whom they have performed similar work for. (At least two of the references **MUST** be municipalities)

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

ALANIZ LANDSCAPE GROUP

I N C O R P O R A T E D
LANDSCAPE ▲ **BRICK PAVING** ▲ **RETANING WALLS**
P.O. BOX 1248 — ELGIN, IL 60121 ☎ PH.847-289-4900 ☎ FAX.847-289-4901

W W W . A L A N I Z L A N D S C A P E S . C O M

STATEMENT OF COMPETENCY

To:

VILLAGE OF BENSENVILLE
717 E JEFFERSON AV
BENSENVILLE, IL 60106

Alaniz Landscape Group, INC. has been providing general landscape services for more than a decade. We have grown with our customers and expanded our services to specialize in the brick paving and retaining walls highest quality installations.

Our in-house team of professionals include: Landscape Designers, Experienced Crew Leaders & Skilled Laborers with an average tenure of 5-7 years. All of our skilled laborers are fully capable of performing all the tasks required in the lawn maintenance.

We have proved to be a competitive company by delivering our quality work in a professional manner and exercising the highest standards in all our horticultural practices.

We are proud to say that we have served the following entities:

PROJECT: TREE PLANTING
OWNER: HOFFMAN ESTATES PARK DIST. *new*
LOCATION: Various throughout the Hoffman Estates Park Dist.
CONTACT: Mr. Gary 847-561-2172

PROJECT: TREE PLANTING
OWNER: CITY OF WEST CHICAGO IL
LOCATION: Various throughout the city
CONTACT: Mr. Mark 630-885-3550 *630885-6433*

PROJECT: TREE PLANTING
OWNER: CITY OF ELGIN IL
LOCATION: Various throughout the city *new*
CONTACT: Mr. Adam 847-812-0393

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) **Prevailing Wages**- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #Il89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) **Removal or Suspension of Bidders** - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) **Compliance to Law** -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Tree Planting - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a

bid which is low in point of price may be rejected if the material to be furnished is not the best;

- f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections

therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.
- 8) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor

shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
 - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
 - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
- 13) Liens - The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).
- 14) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.
- 15) Guarantees and Warranties -
 - a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra

BIDDER INFORMATION SHEET

NAME: (PRINT) Miguel Alvaro

SIGNATURE: M. A.

COMPANY NAME: (PRINT)

Alani Landscape Group
ADDRESS: P.O. Box 1248

Elgin IL 60125

TELEPHONE: 847-289-4900

FACSIMILE: 847-289-4901

EMAIL: INFO@alanilandscapes.com

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked: Tree Planting- Bid**

The bids must be received by **11:00 am on March 24, 2015**. They will be publicly opened and read on **March 24, 2015** at **11:00 am** in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. **Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.**

b) All warranties for materials or equipment must be received with title before payment for same is recommended.

16) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

17) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 *et seq.*), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:


Signature

President
Title

3-24-15
Date

Village of Bensenville:


Signature

Village President
Title

4/28/15
Date

paragraph H) below.

F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.

H) Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:

1) Take appropriate personnel action against such employee up to and including termination; or

2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Contractor:

By: Mr. Am

Title: PRESIDENT

SUBSCRIBED AND SWORN to before

me this 24 day of MARCH, 2015.



A large, handwritten signature of "Tracey Jimenez" is written in cursive across the bottom of the document, overlapping the notary seal.

**CONTRACTOR'S CERTIFICATION
FHA Rules, 49 CFR 382**

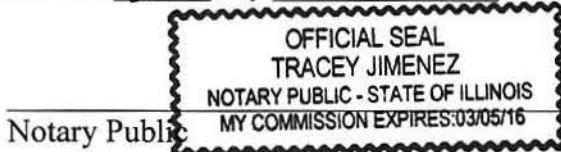
Alaniz L. G. hereby certifies that it is in full compliance with
(company name)
the Federal Highway Administration Rules on Controlled Substances and Alcohol

Use and Testing, 49 CFR 382 et.seq. and that all
(employee/driver name) (or "all employee drivers")

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

By: M. A.
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before
Me this 24 day MARCH, 2015



Tracey J.

CONTRACTOR'S CERTIFICATION
CRIMINAL CODE OF 2012
720 ILCS 5/33-1 et. seq.

I, MIGUEL ALFARO, the contractor under a certain contract dated:

3-24 -, 2015 with the Village of Bensenville for the 2015 Tree Planting Program hereby certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 2012.

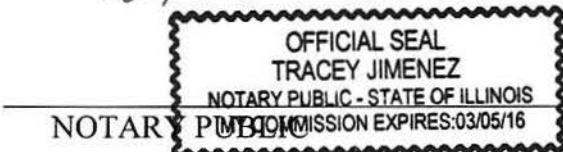
Contractor:

By: My Al

Title: PRESIDENT.

SUBSCRIBED AND SWORN to before

me this 24 day of MARCH, 2015.



A handwritten signature in cursive script that appears to read "Tracey Jimenez".

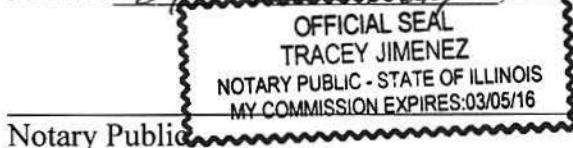
CONTRACTOR'S CERTIFICATION
Illinois Department of Revenue – Tax Compliance

Alamiz Landscape Group, having submitted a bid/proposal for the 2015 Tree Planting Program, to the Village of Bensenville, 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:

- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) 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 24 day March, 2015



Notary Public



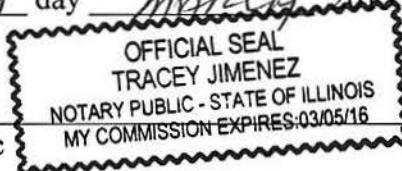
CONTRACTOR'S CERTIFICATION
Illinois Human Rights Act 775 ILCS 5/1-1010 *et seq.*
Sexual Harassment Policy

Alaniz L. G., having submitted a bid/proposal for the 2015 Tree Planting Program, to the Village of Bensenville, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-1010 *et seq.*, and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment defined by this Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4). A copy of these policies shall be provided to the Village on request.

By: *M. J.*
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before
Me this 24 day March 2015

Notary Public



Tracey Jimenez

BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2015 Tree Planting Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid: All proposals shall be based on delivery, planting, and staking of trees with a minimum caliper of 2.5".

SPRING PLANTING	Quantity	Unit Price	Extended Price
Green Mountain ACER SACCHARUM	5	272	1360 -
Paper Bark Maple ACER GRISEUM	5	291	1455 -
Yellow Buckeye AESCULUS OCTANDRA(FLAVA)	6	318	1908 -
Shagbark Hickory CARYA OUATA	5	312	1560 -
Gladiator Pear PYRUS CALLERYANA	5	302	1510 -
Chinkapin Oak QUERCUS MUEHLENBERGII	7	301	2107 -
Shingle Oak QUERCUS IMBRICARIA	5	302	1510 -
Accolade ULMUS X	6	271	1626 -
New Horizon ULMUS X	5	270	1350 -
Sawtooth Oak QUERCUS ACCUTISSIMA	5	299	1495 -
Dwarf Amur Maple ACER GINNALA COMPACTA	2	311	622 -
Ivory Silk Japanese Tree Lilac SYRINGA RETICULATA	1	299	299 -
Prince Georges Crab Double Pink Flowers MALUS CORONARIA	1	209	209 -
Pink Sparkles Crab Apple MALUS SSP X PINK SPARKLES	2	233	466 -
TOTAL SPRING PROGRAM	60		17477 -

FALL PLANTING	Quantity	Unit Price	Extended Price
Deborah Norway ACER PLATANOIDES	5	271	1355
Whitespire Birch BETULA PLATYPHYLLA JAPONICA	5	347	1735
Ovation Plane Tree PLATANUS X ACERIFOLIA	5	301	1505
Black Walnut JUGLANS NIGRA	5	353	1765
Purple Catalpa CATALPA X ERUBESCENS PURPUREA	6	271	1626
State Street Maple ACER MIYA BEI-X ST STREET	5	301	1505
Columnar Oak QUERCUS ROBUR FASTIGIATA	7	301	2107
Katsura CERCIDIPHYLLUM JAPONICUM	5	358	1790
Autumn Gold Ginko GINKO BILOBA	6	341	2046
Kentucky Coffee Tree GYMNOCLADUS DIOICUS	5	301	1505
Single Stem Thornless Hawthorn CRATAEGUS CRUSGALLI INERMIS	1	208	208
Autumn Brilliance Service Berry AMELANCHIER GRANDIFLORA	1	301	301
Ivory Silk Japanese Tree Lilac SYRINGA RETICULATA	2	291	582
Pekin Lilac SYRINGA PEKINESIS	2	301	602
TOTAL FALL PROGRAM	60		18632

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

TOTAL COST FOR SPRING & FALL SPECIES PLANTING: \$ 36109

The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

Signed:



Authorized Signature

Where bidder is a corporation, add:

Attest: 
(Secretary or other authorized officer)

Date: 3-24-15

(CORPORATE SEAL)

TAX EXEMPTION NUMBER XXXXXXXXXX

Purchase Order

Fiscal Year 2012

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERSPurchase Order # 20124817-00Please enter our order in accordance with prices,
delivery and specifications given.Please include purchase order number on all
correspondence.

VILLAGE OF BENSENVILLE
ATTN: ACCOUNTS PAYABLE
12 SOUTH CENTER STREET
BENSENVILLE, IL 60106-1987
PHONE: (630) 766-8200

ALANIZ GROUP INC
PO BOX 1248
ELGIN IL 60121

PUBLIC WORK
717 EAST JEFFERSON
BENSENVILLE, IL 60106

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
847-289-4900	847-289-4901	20125182				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
01/17/2013	759				Public Works	
Item #	Description/Part No.	Qty	UOM	Unit Price	Extended Price	
1	R-31-12 PARKWAY TREE PLANTING 1 PARKWAY TREE PLANTING PROGRAM 11050430 - 549990	29668.0	Each	\$1.000	\$29,668.00	29,626.00

2-14-13 Invoice 4633
X Lei please send check to Ken Hubach
once it is ready.
Tris
Aug.

FINANCIAL DEPARTMENT
FEB 14 2013
RECEIVED

CONDITIONS - READ CAREFULLY

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR HIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville
ATTN: Accounts Payable
12 S. Center Street
Bensenville, IL 60160

P.O. Total \$29,668.00

Village Manager Approval:

Authorized By: *M. Faruji*

IMPORTANT - To receive payment all invoices and shipping labels must show purchase order number.

DEPARTMENT COPY

ALANIZ LANDSCAPE GROUP,
 P.O. Box 1248
 Elgin, IL 60121
 Phone: 847-289-4900 Fax: 847-289-4901
www.alanizlandscapes.com

INVOICE

Date	Invoice #
11/30/2012	4633
Invoice Month	
Spring & Fall Tree Planting 2012	

Billing Address

Village of Bensenville
 717 E. Jefferson St.
 Bensenville, IL 60106

Location #	Billing Period	Please Pay By	Invoice Date	Vendor #
Village of Bensenvi...	---	Within 10 days	11/30/2012	

QTY - TMS	Description	Price	TOTAL
1	Spring and Fall Tree Planting (see attached sheet for details)	29,626.00	29,626.00
	Account #'s <u>P.O. 2012 4817</u>		
	<u>Supervisors Signature</u> <u>2/11/13</u>		
	<u>Directors Signature</u> <u>Date</u>		

We appreciate your prompt payment.

Total	\$29,626.00
Payments/Credits	\$0.00
Balance Due	\$29,626.00

ALANIZ GROUP INC.

I N C O R P O R A T E D

GENERAL LANDSCAPE & BRICK PAVING CONTRACTOR

P.O. BOX 1248 ELGIN, IL 60121 - 1248 / Ph: 847-289-4900 FAX: 847-289-4901

TREE TYPE	QTY.	UNIT PRICE	TOTAL
Swamp White Oak (<i>Quercus bicolor</i>)	13	\$211.00	\$2743.00
Chicagoland Hackberry (<i>Celtis occidentalis Chicagoland</i>)	13	\$198.00	\$2574.00
Siouxland Poplar (<i>Populus deltoids Siouxland</i>)	13	\$314.00	\$4082.00
American Sentry Linden (<i>Tilia Americana American Sentry</i>)	14	\$189.00	\$2646.00
London Plane Tree (<i>Platanus x acerifolia Exclamation</i>)	13	\$203.00	\$2639.00
Commendation Elm (<i>Ulmus carpinifolia Commendation</i>)	13	\$181.00	\$2353.00
Magyar Ginko (<i>Ginkgo biloba Magyar</i>)	5	\$293.00	\$1465.00
State Street Miyabe Maple (<i>Acer miyabel Morton</i>)	13	\$208.00	\$2704.00
Village Green Japanese Zelkova (<i>Zelkova serrata Village Green</i>)	13	\$224.00	\$2912.00
Marmo Maple (<i>Acer x freemanii Marmo</i>)	13	\$204.00	\$2652.00
Chicago Blues Black Locust (<i>Robinia pseudocacia Chicago Blues</i>)	12	\$238.00	\$2856.00
TOTAL			\$29,626.00