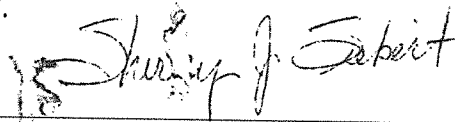


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-18-23 **SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND AMERICANA LANDSCAPE GROUP FOR THE CITY HALL LANDSCAPING PROJECT IN THE NOT TO EXCEED AMOUNT OF \$62,692.41** To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 24TH day of May, 2018.



Shirley J. Siebert, City Clerk
City of Wood Dale
DuPage County, Illinois

SEAL

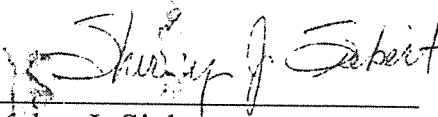


Resolution #R-18-23

A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND AMERICANA LANDSCAPE GROUP FOR THE CITY HALL LANDSCAPING PROJECT IN THE NOT TO EXCEED AMOUNT OF \$62,692.41

Passed: May 24, 2018
Approved: May 24, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of **#R-18-23 A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND AMERICANA LANDSCAPE GROUP FOR THE CITY HALL LANDSCAPING PROJECT IN THE NOT TO EXCEED AMOUNT OF \$62,692.41** passed and approved by the by the City Council of the City of Wood Dale on May 24, 2018 and hereby published in pamphlet form on May 24, 2018.



Shirley J. Siebert
City Clerk

SEAL



RESOLUTION NO. R-18-23

A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND AMERICANA LANDSCAPE GROUP FOR THE CITY HALL LANDSCAPING PROJECT IN THE NOT TO EXCEED AMOUNT OF \$62,692.41

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the Americana Landscape Group for the City Hall Landscaping Project; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of Americana Landscape Group the Mayor and the City Council find Americana Landscape Group is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 24th day of May 2018

AYES: Alderman Catalano, Takab, Messina, Susmariski, E. Wesley, Woods

NAYS: R. Wesley

ABSENT: Alderman Sorrentino

APPROVED this 24th day of May 2018

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert
Shirley J. Siebert, City Clerk

RETURN WITH BID

BID SHEET

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 City in the form included in this contract document for the contract sum and with the contract time indicated in this bid 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 City Hall Landscaping project.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

CITY OF WOOD DALE
CITY HALL LANDSCAPING

Americana Landscape Group

NO.	PAY ITEM	UNITS	QUANTITY	TOTAL COST
A. GENERAL ITEMS				
1	Mobilization	LS	1	500
A. SUBTOTAL				500
B. REMOVALS/DEMOLITION				
1	Sod Stripping	LS	1	720
2	Removal of Tree Root Balls in Parking Lot Islands	EA	2	130
3	Tree Pruning	EA	5	120
B. SUBTOTAL				600
C. EARTHWORK IMPROVEMENTS				
1	Minor Re-Grading of Parking Lot Islands & Soil Disposal	LS	1	720
C. SUBTOTAL				720
D. EROSION CONTROL MEASURES				
1	Inlet Protection	EA	5	40
D. SUBTOTAL				200
E. LANDSCAPING				
1	Acer x freemanii 'Armstrong', 2.5" Cal., B&B	EA	2	388
2	Amelanchier x grandiflora 'Autumn Brilliance', 6' Ht., B&B	EA	7	320
				776
				2240

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

3	Cercis canadensis, 8' HI., B&B	EA	1	308	308
4	Gleditsia triacanthos var. inermis 'Skycole', 2.5" Cal., B&B	EA	2	388	776
5	Nyssa sylvatica 'Red Rage', 2.5" Cal., B&B	EA	6	388	2328
6	Platanus X acerifolia 'Morton Circle, 2.5" Cal., B&B	EA	3	388	1164
7	Syringa pekinensis 'Morton', 2.5" Cal., B&B	EA	2	388	776
8	Aronia melanocarpa 'Uconnam165', #2 Cont.	EA	14	31	434
9	Clethra alnifolia 'Sixteen Candles', #5 Cont.	EA	42	36	1512
10	Euonymus alatus 'Rudy Haag', #5 Cont.	EA	2	36	72
11	Hydrangea arborescens 'Abetwo', #5 Cont.	EA	29	38	1102
12	Hydrangea paniculata 'Jane', #3 Cont.	EA	52	36	1872
13	Rhododendron 'PJM', #5 Cont.	EA	5	62	310
14	Juniperus chinensis 'Sea Green', #5 Cont.	EA	27	34	918
15	Thuja occidentalis 'Balljohn', #5 Cont.	EA	5	44	220
16	Seasonal Annuals, 1 Plug (traditional 36 or 48 cell nursery flat)	EA	88	47	4136
17	Allium 'Summer Beauty', #1 Cont.	EA	207	11	2277
18	Hosta 'Frances Williams', #1 Cont.	EA	94	11	1034
19	Hemerocallis 'Rosy Returns', #1 Cont.	EA	291	14	4074
20	Liriope Muscari 'Big Blue', #1 Cont.	EA	117	10	1170
21	Miscanthus sinensis 'Morning Light', #1 Cont.	EA	19	12	228
22	Miscanthus sinensis 'Purpurascens', #1 Cont.	EA	34	12	408
23	Nepeta x faassenii 'Novanepjun', #1 Cont.	EA	42	11	462
24	Pennisetum alopecuroides, #1 Cont.	EA	57	12	684
25	Perovskia atriplicifolia 'Little Spire', #1 Cont.	EA	22	12	264
26	Pennisetum alopecuroides 'Piglet', #1 Cont.	EA	55	13	715
27	Panicum virgatum 'Shenandoah', #1 Cont.	EA	161	13	2093
28	Salvia nemorosa 'Haeumanarc', #1 Cont.	EA	288	12	3456
29	Sedum spectabile 'Autumn Fire', #1 Cont.	EA	126	11	286
30	Narcissus 'Ice Follies', 16CM+ Bulb	EA	111	1.40	155.40
31	Narcissus 'Spring Loaded Mix', 16CM+ Bulb	EA	414	1.40	579.60
32	Red Fountain Grass, 1 Qt. Cont.	EA	6	12	72
33	Dusty Miller, 1 Plug (traditional 36 or 48 cell nursery flat)	EA	18	47	846
34	Purple Supertunia, 1 Qt. Cont.	EA	30	10	300
35	Black Sweet Potato Vine, 1 Qt. Cont.	EA	12	11	132
36	Green Sweet Potato Vine, 1 Qt. Cont.	EA	18	11	198
37	Transplanted Catmint	LS	1	720	720
38	Sod	SY	348	8.40	2923.20
39	3" Deep Shredded Hardwood Mulch	CY	91	41	3731
40	6" Deep Granite Boulders	CY	0.12	1000	120
41	Outcropping Stone	EA	9	60	540
42	Topsoil Off-Site, 4"	CY	39	24	936
43	Amended Topsoil, Depth Varies - See Plan Details	CY	336	21	7056

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

44	Concrete Planters	EA	2 740	1480
45	Existing Bed Cleanup	LS	1 820	820

Cost of Section A	<u>500</u>	Cost of Section B	<u>1580</u>
Cost of Section C	<u>720</u>	Cost of Section D	<u>200</u>
Cost of Section E	<u>56704.20</u>		
Total	<u>59704.20</u>		
Contingency 5%	<u>2985.21</u>		
GRAND TOTAL	_____		

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$ 2985.²¹ (5%) which is hereby tendered in accordance with the requirement of the Instruction to Bidder and the Specification and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum No. _____, dated _____

NA

No. _____, dated _____

No. _____, dated _____

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instruction to Bidders and Specifications within then (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon requests of the City of Wood Dale, agrees to an extension.

THE BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

Submitted By: Miguelle Alfaro
 Company Name: American Landscape Group Inc.
 Contact Person: Miguelle Alfaro
 Address: PO Box 63
 City, State, Zip: Elgin IL 60121
 Telephone: OFF. 847-289-4900 / mobile 847-815-6743
 Fax: 847-289-4901

CITY OF WOOD DALE
 DUPAGE COUNTY, ILLINOIS



CITY OF
 WOOD DALE
 PUBLIC WORKS

NOTICE TO CONTRACTORS
 CONTRACT DOCUMENTS
 SPECIFICATIONS

FOR

CITY OF WOOD DALE – CITY HALL LANDSCAPING
 March 27, 2018

Annunziato Pulice, Mayor
 Shirley J Siebert, City Clerk

Prepared By:

City of Wood Dale
 Public Works Department
 404 N Wood Dale Road
 Wood Dale, Illinois 60191

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

CITY OF WOOD DALE
CITY HALL LANDSCAPING
NOTICE TO BIDDERS

Sealed bids for the "City Hall Landscaping" project will be received in the office of City Clerk, City of Wood Dale, IL 60191 until 10:00 am on the 1st day of May, 2018, at which time all bids will be publically opened and read. All bids must be submitted in a sealed envelope marked in the lower left hand corner "SEALED BID, DO NOT OPEN; PROPOSAL OF [NAME OF BIDDER] FOR THE CITY OF WOOD DALE CITY HALL LANDSCAPING PROJECT". Specifications may be obtained at the Clerk's office or by mail/email upon request. This is a prevailing wage project.

Please contact Matthew R York, Public Works Director, by phone 630-787-3765, or by email at myork@wooddale.com, with any questions regarding the bid.

All proposals must be accompanied by a bid guarantee consisting of a bid bond, a cashier's check, or certified check in the amount of not less than five percent (5%) of the amount of the bid.

Failure of the US Post Office or any other messenger service to deliver the bid on time will not be the responsibility of the City of Wood Dale. The bidders accept full responsibility for timely delivery of their bids. The City of Wood Dale is not liable to any costs incurred in submitting a bid.

The City Council reserves the right to reject any or all bids and to waive any technicalities. The City of Wood Dale also reserves the right to delay the bid opening for a reasonable time and/or to make changes to the project's specifications by means of bid addendum which will be e-mailed to all interested parties that have obtained bid documents.

Shirley J Siebert
City Clerk

Dated this 2nd day of April 2018

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

CITY OF WOOD DALE
CITY HALL LANDSCAPING
DEFINITIONS

1. Owner – The officials, employees, and agents of the City of Wood Dale, IL
2. Director – the City of Wood Dale's Director of Public Works, or designee
3. City – The geographic area of the City of Wood Dale, IL
4. Contract – The agreement created by and consisting of the Contract Documents
5. Contract Documents – The following documents including the Notice to Bidders, Definitions, General Terms and Conditions and Instructions to Bidders, Special Instructions, Proposal, Specifications, Special Provisions, Disclosure of Beneficiaries, Certifications, and attachments, together with all addenda issued prior to the award of the Contract supplementing or modifying any of those documents.
6. Contractor of General Contractor – The party contracting for the work.
7. Days – Unless otherwise stated, days as used herein will be understood to mean calendar days.
8. Completion Date – Date on which the work as described herein is to be completed, as set forth in the Contract.
9. Final Acceptance – The work shall be deemed to have been finally accepted after it has been determined that the Contractor has compiled with the Specifications and other Contract Documents.
10. Specifications – Specifications identified in the Contract.
11. Subcontractor – Secondary Contractor engaged by the Contractor.
12. Supplier – Any Vendor supplying materials, equipment, or apparatus.

CITY OF WOOD DALE
CITY HALL LANDSCAPING

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

A. THE GENERAL RULES AND CONDITIONS THAT FOLLOW APPLY TO EACH FORMAL INVITATION TO BID ISSUED BY THE CITY OF WOOD DALE, UNLESS OTHERWISE SPECIFIED. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND NO RELIEF WILL BE GRANTED OR SECURED ON A PLEA OF ERROR.

B INSTRUCTIONS TO BIDDERS

- I. PROPOSAL FORMS HAVE BEEN FURNISHED: Proposals shall be submitted on the forms provided, properly signed in the appropriate place and submitted in a sealed envelope.
- II. LATE BIDS: Bids will opened precisely at the assigned time. Bids received after the assigned time will be rejected and returned unopened to the sender. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
- III. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
- IV. SUBMISSION OF BIDS: All bids are to be placed in a sealed, opaque envelope addressed to the City Clerk, City of Wood Dale, Illinois, clearly marked "SEALED BID, DO NOT OPEN; PROPOSAL OF [NAME OF BIDDER] FOR THE CITY OF WOOD DALE CITY HALL LANDSCAPING PROJECT".
- V. SIGNATURES: All signatures shall be in handwriting, and no proposal shall be considered unless properly signed by the bidder or its legally authorized agent or representative, with addresses given in the correct spaces provided in the Proposal and in accordance with the directions set forth.
- VI. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures, etc., must be initialed by the bidder prior to submission of the bid.
- VII. TIME FOR RECEIVING BIDS: Bids received prior to the time of opening will be kept secure and unopened. No responsibility will attach to the City Clerk or her representative for the premature opening of a bid not properly addressed or identified. The City Clerk or her representative, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.
- VIII. BIDDERS PRESENT: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

- IX. NO BID RESPONSE: In the event you cannot submit a bid on the Owner's requirements, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
- X. BIDDER INTERESTED IN MORE THAN ONE BID: Only one bid can be offered by any one vendor. A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an alternate is included in the bid and it was not requested by the Owner, the first proposal seen by the Owner will be read, and the other will not be considered.

- XI. CERTIFICATIONS AND DISCLOSURE OF BENEFICIARIES: The Bidder is required to complete the forms listed above and return with the Bid Proposal. Failure to complete and return these forms may be considered sufficient reason for rejection of the bid.

- XII. BID DEPOSIT: When a bid deposit (bid guarantee) is required as indicated in the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check or certified check in an amount equal to five percent (5%) of the total bid price or the specific amount indicated in the Invitation to Bid.

- XIII. RETURN OF CHECKS: The bid deposit of all except the three (3) lowest responsible, responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the City Council has awarded the contract and the required appurtenances to the contract have been received.

- XIV. ACCEPTANCE OF PROPOSALS: The owner will accept, in writing, one of the proposals within sixty (60) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible, responsive bidder extends the time of acceptance to the Owner.

- XV. TAX EXEMPTION: The City of Wood Dale is exempt from Illinois Retailers Occupational Tax (Sec. IROETA); the Illinois use tax (Sec. 3, IUTA), and the federal excise tax as an exempt entity (See. 4222, IRC). The City's Tax Exemption Identification Number is E9997- 4282-03.

- XVI. PREVAILING WAGE: Under Public Works contracts, the State of Illinois requires that the general prevailing rate of wages in this locality be paid for each craft or type of work hereunder. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. If wage rates change during the course of the project, the new rates will be available in the Wood Dale City Clerk's Office. This requirement is in accordance with Public Act 86-799.

- XVII. CHANGE ORDER AUTHORIZATIONS: All Change Orders which authorize a net increase or decrease in the cost of the contract by \$10,000 or more or in the time of completion by 30 days or more require a written determination supporting the change, executed first by the Contractor, then by the City Council.

All Change Orders which authorize a net increase or decrease in the cost of the contract by less than \$10,000, or in the time of completion by less than 30 days, require a written determination supporting the change, executed first by the Contractor, then by the City Manager.

Requests for Change Orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed and were not within the contemplation of the contract as signed.

- XVIII. EQUAL EMPLOYMENT OPPORTUNITY: In the event of the contractor's noncompliance with any provision of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided, in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.
- XIX. AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest responsible, responsive bidder or any other bidder determined by the Owner to be in the best interest of the City of Wood Dale complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the City to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Wood Dale upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Wood Dale, or had failed to perform faithfully any previous contract with the City of Wood Dale. The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Owner:

- A. The ability, capacity and skill of the bidder to perform the service required within the specified time;
- B. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- C. The quality of performance of previous contracts or services with the City of Wood Dale or other clients;
- D. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City of Wood Dale, the bidder's employment practices and compliance with ADA requirements;
- E. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- F. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

- G. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- H. The number and scope of conditions attached to the bid; and
- I. Such other information as may be secured by the Owner having a bearing on the decision to make the award.

XX. ESTIMATED BID QUANTITIES: On "Estimated Bid Quantities," acceptance will bind the Owner to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Owner may purchase as little as zero (0) percent or as much as one hundred fifty (150) percent of the forecasted or estimated quantities.

XXI. CONTRACTOR PAYMENTS: Contractor will be paid from funds allocated to the project. Payments will be made according to the Local Government Prompt Payment Act (50 ILCS 505).

XXII. GENERAL GUARANTY: Contractor agrees to save the City of Wood Dale, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee, or owner.

Contractor agrees to protect the City of Wood Dale against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery.

Contractor agrees to pay for all permits, licenses, and fees; and give all notices and comply with all laws, ordinances, and rules of the City of Wood Dale and State of Illinois.

XXIII. ASSIGNMENT: Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to written approval of the Owner.

XXIV. DEFAULT: The contract may be canceled or annulled by the Owner in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award made to the next low Bidder or materials/services specified may be procured on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City of Wood Dale for costs to the City in excess of the defaulted contract prices provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated in the bid, unless extended in writing by the Owner, shall constitute contract default.

XXV. INSURANCE: The Contractor 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

Policy shall include the following coverage types:

1. Commercial General Liability Occurrence form with the City of Wood Dale named as additional insured;
2. Owners and Contractors Protective Liability (OCP) policy with the City of Wood Dale named as additional insured;
3. Business Auto Liability Coverage;
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance;
5. Builder Risk Property Coverage with City of Wood Dale as loss payee; and
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. (Contract Specific).

Minimum Limits of Insurance: See attachment "A"

XXVI. QUESTIONS OF THE BIDDER DIRECTED TO THE CITY REGARDING SPECIFICATIONS: If the question pertains to information which is provided in the specifications or the bidder is requesting a clarification of a point which is answerable within the context of the specification, the City Clerk, or designee, may refer the bidder to the location within the specification providing the information which will readily answer the contractor's question.

B. If the question is a request to deviate from the terms and conditions of the specification or if the bidder needs clarification that is not apparent in the specification such as an interpretation of the drawings, specifications, or the bid documents, the bidder must make such an inquiry in writing to Shirley Siebert, City Clerk, City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60191. Phone Number: (630)766-4900. The City Clerk will then respond in writing in the form of an addendum to the specifications to all those who receive bid packages. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids will be given any consideration. Oral answers will not be binding on the City of Wood Dale.

XXVII. SPECIAL CONDITIONS: Whenever special conditions are written into the Specifications, Special Provisions, or Special Instructions which conflict with conditions stated in these General Terms and Conditions and Instructions to Bidders, the conditions stated in the Specifications, Special Provisions, or Special Instructions shall take precedence.

ATTACHMENT "A"

INSURANCE REQUIREMENTS

Type of Insurance

Limits of Liability

General Liability:
Comprehensive Form
occurrence Premises – Operations
Products/Completed
Operations Hazard

Property Damage:
\$1,000,000 each

Contractual Insurance
Broad Form Property Damage
Independent Contractors
aggregate Personal Injury
Explosion and Collapse Hazard
Underground Hazard

Bodily Injury:
\$1,000,000

Automobile Liability:
Comprehensive Form
C.
each occurrence Hired
D. Non-owned

Bodily Injury and Property
Damage Combined:
Owned \$1,000,000

Excess Liability:
Umbrella Form

Bodily Injury and Property
Damage Combined:
E. \$2,000,000 each occurrence
F. \$2,000,000 aggregate

Worker's Compensation and
Employer's Liability:

\$500,000 each accident

The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims or suits arising out of operations performed by or on behalf of the Contractor.

If the additional insures have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under the insurance policy shall not be reduced by the existence of such other insurance.

Workers' Compensation and Employers' Liability Coverages

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

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 written notice by certified mail, return receipt requested, has been given to the City.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

Verification of Coverage

Contractor shall furnish the City with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required 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 the forms provided by the City and are to be received and approved by the City before any work commences.

Assumption of Liability

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

Regulatory Requirements

Contractor bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

Sexual Harassment Policy Certification

The contractor, pursuant to Illinois compiled statutes 775 ILCS 5/2-105 (A) (4), must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

Indemnity/Hold Harmless

The Contractor hereby agrees to indemnify and defend the City of Wood Dale, its officers, agents, and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by the Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death, or damage shall have been caused solely by the negligence of the City of Wood Dale, its officers and employees, or any of them. The City of Wood Dale shall be entitled to withhold from any

payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death, or property damage resulting from the performance of the work hereunder.

CITY OF WOOD DALE

2018 SALT CREEK GREENWAY TRAIL PEDESTRIAN BRIDGE REHABILITATION

-SPECIAL INSTRUCTIONS-

1. Return With Bid:
 - a) Cover Sheet;
 - b) Signed Proposal;
 - c) Bid guarantee consisting of a bid bond, a cashier's check, or certified check in an amount not less than five percent (5%) of the amount of the bid;
 - d) Completed Disclosure of Beneficiaries Form;
 - e) Signed Certification Forms;
 - f) Completed References Form listing similar projects; and
 - g) Location and description of Bidder's office or permanent place of business.

RETURN WITH BID

CITY OF WOOD DALE
CITY HALL LANDSCAPING
- PROPOSAL-

Honorable Mayor and City Council
City of Wood Dale
404 N Wood Dale Road
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state that he/she has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances, and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: Americana Landscape Group Inc.

Address: PO. Box 63

City, State, Zip Elgin IL 60121

Signed: [Signature]

Title: PRESIDENT.

Date: 5-01-18

** Continued on the next page **

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

The undersigned further agrees to begin work with ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness my Hand(s) and Seal This 01 day of MAY, 2018.
my/our

If an Individual, sign and address: _____
Address: _____

If partnership, sign all individual names and give address of each partner

Partnership Name

Name and Address of Each Partner _____

If corporation, officers duly authorized should sign, attach corporate seal.

Americana Landscape Group Inc
Corporate Name

ATTEST:



-CORPORATE SEAL-

Address: PO Box 63 - Elgin IL 60121
By: _____
Secretary

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

CITY OF WOOD DALE
CITY HALL LANDSCAPING
CONTRACT

G. This CONTRACT, made and entered into this day of, 2018, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and Americana Landscape Co., an Illinois corporation (hereinafter "Contractor");

H. RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter "Work"), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Notice to Bidders", "Instructions to Bidders", "Special Instructions", "Technical Specifications", "General Requirements", "Specifications", and "Special Provisions" prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

X. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18th Judicial Circuit Court of DuPage County, State of Illinois.

XI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation

becoming a matter of public record.

XII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:

Shirley J. Siebert
City Clerk
404 N. Wood Dale Road
Wood Dale, IL 60191

If to Contractor:

Americana Landscape Group Inc
PO Box 63
Elgin IL 60121

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST:

Shirley J. Siebert
City Clerk

CONTRACTOR:

By [Signature]

ATTEST:

By _____

Its PRESIDENT.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

CITY OF WOOD DALE
CITY HALL LANDSCAPING
-DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: Americana Landscape Group Inc
Name
PO Box 63 - Elgin IL 60121
Address

2. Natures of Transaction Sought; for example, license permit approval or sale of products, services or miscellaneous (explain miscellaneous): _____

General Landscape, Basic Paving and Retaining walls.

3. Natures of Applicant (Check One)

- a. Natural Person _____
- b. Corporation
- c. Land Trust/Trustee _____
- d. Trust/Trustee _____
- e. Partnership _____
- f. Joint Venture _____

4. If applicant is an entity other described in Section 3, briefly state the nature and characteristics of the applicant:

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

	Name	Address	Interest
a.	<u>Roy Alaniz</u>	<u>PO Box 63 - Elgin IL</u>	<u>100%</u>
b.	_____	_____	_____
c.	_____	_____	_____

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Miguel Alfaro / ESTIMATOR / PO Box 63 - Elgin IL 60121

IMPORTANT NOTE: In the event your answer to Section 5 identifies other than a natural person, additional disclosures are required for each such entity.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

VERIFICATION

I, ~~Ray~~ Ray Alaniz, being freely duly sworn under other, depose and state that I am the person making the disclosure on behalf of the applicant, that I am authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: Ray Alaniz / President
(Authorized Signature and Title)

Subscribed and sworn to before me this 01 day
of May, 2018

~~OFFICIAL SEAL
TRACEY JIMENEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/14/20~~

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

CITY OF WOOD DALE
CITY HALL LANDSCAPING
BID CERTIFICATION FORM

CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Americana L.G. is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: [Signature]
Date: 5-01-18
Title: PRESIDENT

INTERFERENCE WITH PUBLIC CONTRACTING – BID RIGGING AND ROTATING – KICKBACKS – BRIBERY

PUBLIC ACT 85-1295
SB 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be in enacted by the People of the State of Illinois, represented in the General Assembly:
Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

- I. Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.
- J. Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.
- K. Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patter over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.
- L. Bidder hereby certifies:

That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

That he has not solicited or induced any person, firm, or corporation to refrain from bidding.

That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.

That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: Roy Alaniz

DATE: 5-01-18

FIRM NAME: Americana Landscape Group Inc. (SEAL)

ADDRESS: PO. Box 63 - Elgin IL 60121

SIGNED BY: [Signature]

(Signature and Date)

PRESIDENT.

(Title)

ATTEST: [Signature]

(Secretary)

Subscribed and sworn to before me this 01 day of MAY 2018.

(Notary Public)

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

CITY OF WOOD DALE
CITY HALL LANDSCAPING
CERTIFICATION

Americana L.S. (hereinafter referred to as "Contractor") having submitted a bid/proposal Landscaping to the City of Wood Dale, DuPage County, Illinois, for Landscaping, hereby certifies that:

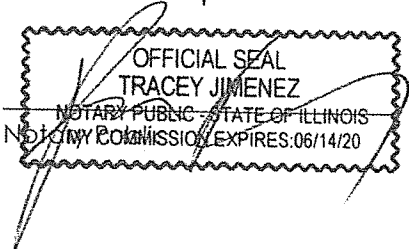
5/2-105(A)(4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State Law.
3. A description of sexual harassment, utilizing examples.
4. The Contractor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon Request.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me on this 01 day of may 2018.



Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

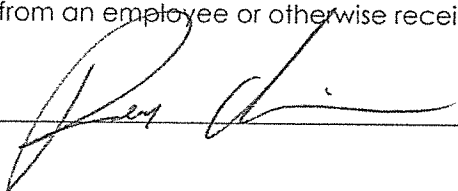
RETURN WITH BID

CITY OF WOOD DALE
CITY HALL LANDSCAPING
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. Stat. ch 127 paragraph 132.311 et. Seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a Statement:
 - a. Notifying employees that the unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
 - b. Specifying the actions that will be taken against employees for violation of such prohibition
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. Abide by the Terms of the Statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's or contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The Penalties that may be imposed upon employees for drug violation.
- (c) Making a requirement to give a copy of the statement required in subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 5-01-18

By: 

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

CITY OF WOOD DALE
CITY HALL LANDSCAPING
CERTIFICATIONS

Roy Alaniz, being first duly sworn, deposes and states that his/she is (title) PRESIDENT of (Company/Corporation) Americana Landscape Group, and that he/she is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: The bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with an bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with an person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720 ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1)

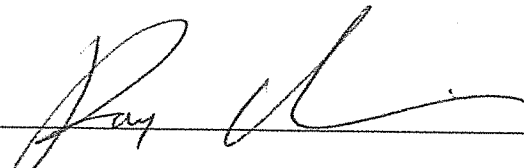
Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2)

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1-101 et seq)

Equal Employment Opportunities – Affirmative Action: The bidder is presently in compliance and agrees to comply with all applicable provision of Equal Employment Opportunities –Affirmative Action (775ILCS 5/2-105[A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

INDIVIDUAL:

Signature of Bidder: 

Business Address: PO. Box 63 - Elgin IL 60121

Business Phone Number: 847-289-4900 / 847-815-6743 cell

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

PARTNERSHIP:

Partnership Name: _____

Signed By: _____

Business Address: _____

Business Phone Number: _____

Insert Names and Addresses of All Partners: _____

CORPORATION:

Corporate Name: Americana Landscape Group Inc.

Signed By: [Signature]

Title: PRESIDENT

Business Address: PO. Box 63 - Elgin IL 60121

Business Phone Number: 847-289-4900 / 847-815-6743 cell

Insert Names of Corporate Officers

President: Roy Alaniz

Secretary: Tracey J.

Treasurer: Roy Alaniz

Attest: Tracey J.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

RETURN WITH BID

CITY OF WOOD DALE

2018 SALT CREEK GREENWAY TRAIL
PEDESTRIAN BRIDGE REHABILITATION

-REFERENCES-

Name of Bidding Firm: Americana Landscape Group Inc
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: Village of West Dundee

Address: West Dundee ILLINOIS

Phone: 847-551-3815

Contact Person: Mr. Eric Babcock / PW Director

Type of Work: Planting

2. Company Name/Municipality: CITY OF ELGIN

Address: ELGIN ILLINOIS

Phone: 847-812-0393 / Field Manager

Contact Person: Adam

Type of Work: Planting

3. Company Name/Municipality: VILLAGE OF Streamwood

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

Address: Streamwood IL

Phone: ~~847~~ - 630 - 736 - 3863

Contact Person: Mr. Mike Kincewicz

Type of Work: Planting

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/12/2018
PRODUCER KIRKPATRICK, JONES & HERZOG INS. AGENCY, INC. 9 S SPRING ST ELGIN, IL 60120	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Americana Landscape Group, INC. 1350 Bluff City Blvd. Elgin, IL 60120	INSURERS AFFORDING COVERAGE	
	INSURER A: PEKING INSURANCE	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC #

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	CL0229317	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 400000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 200000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ 200000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XA2062367	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 100000
		BODILY INJURY (Per person) \$ 100000				
		BODILY INJURY (Per accident) \$ 100000				
		PROPERTY DAMAGE (Per accident) \$ 100000				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CU33923	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 400000
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$ 400000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	WC0020143	01/11/2018	01/11/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 100000
		N				E.L. DISEASE - EA EMPLOYEE \$ 100000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 100000

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

City of Wood Dale its officials, employees, agents, officers, representatives and volunteers are additional insureds.
 Project: Planting

CERTIFICATE HOLDER	CANCELLATION
CITY OF WOOD DALE 404 N WOOD DALE ROAD WOOD DALE, IL 60191	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AMERICANA LANDSCAPE GROUP

I N C O R P O R A T E D
 LANDSCAPE ▲ BRICK PAVING ▲ RETAINING WALLS
 P.O. BOX 63 ■ ELGIN, IL 60121 ☉ PH.847-289-4900 ☉ FAX.847-289-4901
WWW.AMERICANALANDSCAPE.COM

STATEMENT OF COMPETENCY

To:
 CITY OF WOOD DALE
 404 N WOOD DALE ROAD
 WOOD DALE, IL 60191

Americana 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 8-10 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 / FALL 2017
 OWNER: VILLAGE OF WEST DUNDEE
 LOCATION: Various throughout the Village of West Dundee, IL
 CONTACT: *Mr. Eric Babcock, Director of Public Works at 847-551-3815*

PROJECT: TREE PLANTING / SUMMER 2017
 OWNER: CITY OF WEST CHICAGO IL
 LOCATION: Various throughout the City of West Chicago, IL
 CONTACT: *Mr. Mark 630-818-6433*

PROJECT: TREE PLANTING / SUMMER AND FALL 2017
 OWNER: CITY OF ELGIN IL
 LOCATION: Various throughout the City of Elgin, IL
 CONTACT: *Mr. Adam 847-812-0393*

PROJECT: TREE PLANTING / SUMMER AND FALL 2017
 OWNER: VILLAGE OF STREAMWOOD
 LOCATION: Various throughout the Village of Streamwood, IL
 CONTACT: *Mr. Michael Kuncewickz / 630-736-3863*

Americana Landscape Group, INC. is formerly known as Alaniz Landscape Inc. Please take this in consideration when calling references. If any questions please do not hesitate to contact us at 847-815-6743 or info@alanizlandscapes.com Thank you.

Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

BID BOND
(Percentage)

Bond No. 63618723

KNOW ALL PERSONS BY THESE PRESENTS, That we Americana Landscape Group, Inc.
of 1350 Bluff City Blvd, Elgin, IL 60120

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Wood Dale

of _____

_____, hereinafter referred to as the Oblige, in the amount of
Five Percent of the Amount Bid

(.5%), 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 Oblige on a contract for _____
City of Wood Dale Landscaping

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 Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige 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 1st day of May, 2018.

Principal

Americana Landscape Group, Inc.

BY: [Signature]

Surety

WESTERN SURETY COMPANY

BY: [Signature]
Jay A Herzog, Attorney-in-Fact



Attachment: Committee Packet - City Hall Aesthetics (R-18-23 : Contract - City Hall Aesthetics)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63618723

Know All Men By These Presents, that WESTERN SURETY 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 "Company"), does by these presents make, constitute and appoint Jay A Herzog

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Americana Landscape Group, Inc.

Obligee: City of Wood Dale

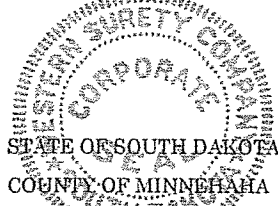
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

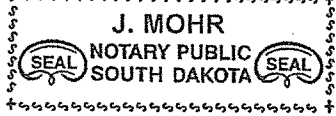
If Bond No. 63618723 is not issued on or before midnight of July 30th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of May, 2018.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 1st day of May, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of May, 2018.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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