

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0634

Innoprise Contract #: C16-0093

Year: 2016

Amount:

Department: Public Works - Napoleon Haney

Contract Type: Purchase of Goods & Services

Contractors Name: Brancato Landscaping Inc.

Contract Description: Tree Purchase & Planting 2016 (\$330-\$350/tree, approx 3200 trees)

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek
14700 S. Ravinia

Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

September 21, 2016

Mr. Joe Brancato
Brancato Landscaping Inc.
901 Nicholas Blvd, Unit B
Elk Grove Village, Illinois 60007

RE: NOTICE TO PROCEED – Tree Purchase & Planting 2016

Dear Mr. Brancato:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of September 12, 2016.

Your contact for this project is Napoleon Haney at 708-403-6357 or nhaney@orlandpark.org.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company when available. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated September 8, 2016 in an amount not to exceed proposed unit prices (\$330-\$350) per tree species. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski

Contract Administrator

Encl:

cc: Napoleon Haney

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek
14700 S. Ravinia

Orland Park, IL 60462
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**TRUSTEES**

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September 8, 2016

Mr. Joe Brancato
Brancato Landscaping Inc.
901 Nicholas, Unit B
Elk Grove Village, Illinois 60007

NOTICE OF AWARD – Tree Purchase & Planting 2016

Dear Mr. Brancato:

This notification is to inform you that on September 6, 2016, the Village of Orland Park Board of Trustees approved awarding Brancato Landscaping Inc. the contract in accordance with the proposal you submitted dated August 20, 2016, for Tree Purchase & Planting 2016 for an amount not to exceed proposed unit prices per tree species (\$330-\$350 per tree).

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by September 22, 2016; however, time is of the essence for this project and a quick turnaround would be appreciated.

- Enclosed is the Contract for Tree Purchase & Planting 2016. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek
14700 S. Ravinia

Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



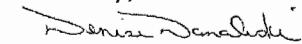
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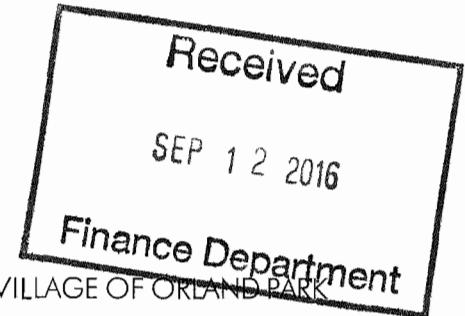
Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Napoleon Haney

VILLAGE OF ORLAND PARK
Tree Purchase and Planting 2016
(Contract for Purchase of Goods and Services)



This Contract is made this **8th day of September, 2016** by and between THE VILLAGE OF ORLAND PARK
(hereinafter referred to as the "VILLAGE") BRANCATO LANDSCAPING INC. (hereinafter referred to as the
"VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter
referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following
documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes
precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The
Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES
and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's
provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be
in full force and effect in their unaltered condition.

The Contract
The Terms and Conditions pertaining to the Contract
The Request for Proposals #16-027 issued August 15, 2016
The Instructions to Proposers
All addenda issued
The Proposal dated August 20, 2016, as it is responsive to the VILLAGE's RFP requirements
Affidavit of Compliance
References
Certificates of Insurance

**SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK
AND PAYMENT:** The VILLAGE agrees to purchase from the VENDOR the following:

Tree Purchase of up to 3,200 trees of varying species having a minimum diameter of 3 inches per
the American Standard for Nursery Stock (ANSI Z60.1-2014) specifications
(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The
GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park,
Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services
as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further
described below:

Planting of purchased trees in parkways must be completed during Fall 2016 planting season. Planting must comply with all Village rules and specifications.

PLANTING REQUIREMENTS

VENDOR shall provide a hanging or wrapped plant identification label on every parkway tree planted. The labels shall be generally weather resistant and contain at minimum, the common tree name and its scientific name.

Trees must be in a healthy condition at the time of planting. Village arborists will perform spot checks during installations to ensure health and proper planting of trees.

VENDOR must be able to begin planting trees within 5 calendar days after contract award. All plantings should be completed by December 15, 2016, if accommodating planting weather extends, or before the ground freezes.

All proposed prices are to include planting and a minimum one year warranty. All trees which die or fail to grow adequately in the opinion of the Director of Public Works within one year after planting must be replaced the same or the following planting season.

VENDOR will be solely responsible to restore any section or segment of the parkway that is disturbed, damaged or changed due to any part of the tree installation process.

VENDOR is encouraged to work with residents that have specific planting location requests. Residents are not allowed to select tree types or species for the parkways.

Diversity among required plant material is required for both visual interest and to reduce the chance of losing a large population of plants due to disease. In order to minimize future mass removals of entire infected tree species, contractor(s) will use their best judgement to plant a diverse mix of parkway trees by limiting the planting of same tree type and/or species at three adjacent addresses or addresses directly across from one another.

VENDOR guarantees that the new plantings will remain upright for 5 calendar days after planting or they will have to return and straighten same and stake if necessary. Successful proposer shall include proper drawing for staking. All guy wires must have appropriate warning flags.

VENDOR shall make every attempt to properly center trees as best as possible. A minimum parkway width of four (4) feet is required for trees to be planted in a parkway.

VENDOR REQUIREMENTS

VENDOR shall contact and notify Public Works office (708) 403-6350, three (3) calendar days prior to planting.

VENDOR must call J.U.L.I.E. 48 hours before digging 800-892-0123

VENDOR must submit weekly progress reports containing planting addresses with corresponding name and species of tree planted. Digital reports (Excel or Word) will be acceptable. Progress

reports should be emailed weekly to publicworks@orlandpark.org or faxed to (708) 403-8798.

It will be the Village's responsibility to notify the VENDOR for any replacement/warranty work. VENDOR must work with Public Works to handle and resolve all complaints.

VENDOR shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.

VENDOR will work with the Public Works Department for direction on the specific areas designated for planting.

SITE PREPARATIONS

All plant material shall be free of disease when installed;

All plant material shall be installed in a fashion that ensures the availability of sufficient soil and water to sustain healthy growth;

All plant material shall be planted with a minimum of six (6) inches of organic soil and mulched to depth of three (3) inches. Mulch should be pulled away at least four (4") inches away from the base of the tree. Mulch should not be piled up against the trunk of the tree (i.e. "volcano mulching") and should extend to the drip line of the tree's branches. All trees shall be properly guyed or staked at time of planting when warranted;

All plant material shall be planted in a manner, which is not intrusive to utilities or pavement;

All plant material shall be as a requirement of this section replaced within thirty(30) days if it dies or becomes diseased or damaged, or shall be replaced at beginning of next growing season it dies or becomes damaged or diseased during the Fall or Winter;

An installed parkway tree shall be maintained by adjacent property owners.

All earth berm locations shall be reviewed by the Village as to how the berms relate to drainage and public utilities;

All Trees shall be planted with a minimum of 5 ounces of Terra Sorb.

The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: \$330-\$350 per tree based on the species planted as defined in the proposal dated August 20, 2016

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. The VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on or before December 15, 2016. This Contract shall terminate upon completion of the WORK or December 31, 2016, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Joe Brancato
Brancato Landscaping Inc.
901 Nicholas, Unit B
Elk Grove Village, Illinois 60007
Telephone: 847-357-9901
Facsimile: 847-456-4849
e-mail: joe@brancatolandscaping.net

or to such other person or persons or to such other address or addresses as may be provided by either

party to the other party under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 11: COMPLIANCE: VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 12: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 13: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

By: Timothy J. McCauley
Print Name: Timothy J. McCauley
Its: Urban Vacare Management
Date: Sept 14, 2016

FOR: THE VENDOR

By: Joe Brancato
Print Name: Joe Brancato
Its: President
Date: 9-8-2016

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.



901 Nicholas Unit B
Elk Grove Village, IL 60007
Office: (847) 965-1160
Fax: (847) 357-9901
Cell: (847) 456-4849
www.brancatolandscaping.net
joe@brancatolandscaping.net

Village of Orland Park

Experience:

Brancato Landscaping has the experience and has been planting parkway trees for over 13 municipalities. Averaging 7,500 trees installed per year. Please see the attached references to attest.

Operating History:

Brancato Landscaping has been an Illinois corporation since 1994. We employ a staff of over 30 employees with experience and expertise in parkway tree planting.

Qualification:

Brancato Landscaping is up to date with modern equipment for example skid steers, tandem six wheeler dump trucks and semi dump trucks. Everything set up with 30' triaxle trailers to transport trees.

We are also equipped with water trucks to supply water to all trees.

We have the capabilities to furnish and install of 3200 trees. Our production proposal will be for this contract is to operate 3 daily crews installing average of 35 trees per crew, total of 105 trees per day for all 3 crews. At this highly efficient operation, and production rate we anticipate to complete the job in 30-45-day weather permitting, any rain days we may foresee. Brancato Landscaping will provide a stream line process with the residents and keeping communication with the village director.

PROPOSAL SUMMARY SHEET

RFP #16-027

Tree Purchase & Planting 2016

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: BRANCATO LANDSCAPING INC.Street Address: 901 NICHOLAS BLVD UNIT BCity, State, Zip: ELK GROVE VILLAGE IL 60007Contact Name: JOE BRANCATOPhone: 847-965-1160 Fax: 847-357-9901E-Mail address: JOE@BRANCATOLANDSCAPING.NET

| Scientific Name | Common Name | Quantity | Supplier | Cost Per Tree | Total Cost Per Tree |
|----------------------------------|-----------------------------|----------|----------------|---------------|---------------------|
| Native To Illinois | | | | | |
| <i>Taxodium distichum</i> | Baldcypress | 245 | Gerdes Nursery | \$345.00 | \$345.00 |
| <i>Gymnocladus dioicus</i> | Coffeetree, Kentucky | 245 | Gerdes Nursery | \$340.00 | \$340.00 |
| <i>Gleditsia triacanthos</i> | Honeylocust, Thornless | 245 | Gerdes Nursery | \$345.00 | \$345.00 |
| <i>Acer nigrum</i> | Maple, Black | 245 | Gerdes Nursery | \$350.00 | \$350.00 |
| <i>Acer rubrum</i> | Maple, Red | 245 | Gerdes Nursery | \$350.00 | \$350.00 |
| <i>Quercus muehlenbergii</i> | Oak, Chinkapin | 245 | Gerdes Nursery | \$350.00 | \$350.00 |
| <i>Quercus bicolor</i> | Oak, Swamp White | 245 | Gerdes Nursery | \$350.00 | \$350.00 |
| <i>Platanus occidentalis</i> | Sycamore | 245 | Gerdes Nursery | \$345.00 | \$345.00 |
| <i>Amelanchier x grandiflora</i> | Serviceberry, Apple | 245 | Gerdes Nursery | \$345.00 | \$345.00 |
| Non-Native to Illinois | | | | | |
| <i>Catalpa ovata</i> | Catalpa, Chinese | 260 | Gerdes Nursery | \$330.00 | \$330.00 |
| <i>Syringa reticulata</i> | Lilac, Japanese Tree | 245 | Gerdes Nursery | \$350.00 | \$350.00 |
| <i>Tilia americana</i> | Linden, American (Basswood) | 245 | Gerdes Nursery | \$340.00 | \$340.00 |
| <i>Acer platanoides</i> | Maple, Norway | 245 | Gerdes Nursery | \$340.00 | \$340.00 |

Please use additional sheets to include additional varieties of trees if necessary.

Signature of Authorized Signee: JKRTitle: PresidentDate: 8-20-16

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

AFFIDAVIT OF COMPLIANCE

The undersigned Joe Brancato, as President
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of Brancato Landscaping, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No []

Federal Employer I.D. #: 36-39340 74
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois
(State of Incorporation)

1994
(Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARASSMENT POLICY: Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer 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 this agreement 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.

- 5) TAX CERTIFICATION Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

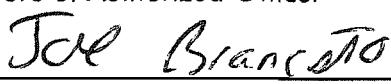
6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

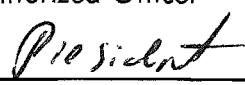
ACKNOWLEDGED AND AGREED TO:



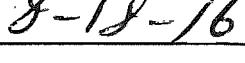
Signature of Authorized Officer



Name of Authorized Officer

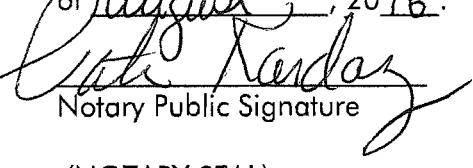


Title



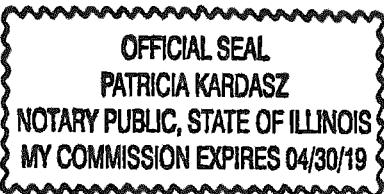
Date

Subscribed and Sworn To
Before Me This 18th Day
of August, 2016.



Notary Public Signature

(NOTARY SEAL)



REFERENCES

ORGANIZATION

Village of Buffalo Grove.

ADDRESS

50 RAUPE BLVD.

CITY, STATE, ZIP

BUFFALO GROVE. IL 60089

PHONE NUMBER

847-459-2525

CONTACT PERSON

Brett Robinson

DATE OF PROJECT

2016 - 4000 Tree installed.

ORGANIZATION

Village of Carol Stream

ADDRESS

500 N. GAY AVE

CITY, STATE, ZIP

CAROL STREAM. IL 60128

PHONE NUMBER

630-871-6273

CONTACT PERSON

Tia messina

DATE OF PROJECT

2014-2016 1,000 Tree installed.

ORGANIZATION

Village of Addison

ADDRESS

1 Friendship Plaza

CITY, STATE, ZIP

Addison. IL 60101

PHONE NUMBER

630-742-5494

CONTACT PERSON

Tim Tokarski

DATE OF PROJECT

2015-16 Installed 1,800 Trees.

Proposer's Name &
Title:

Joe Brancato

Signature and Date:

Joe Brancato 8-18-2016

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer's current coverages

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer.

ACCEPTED & AGREED THIS 18 DAY OF August, 20 16

Signature

Joe Brando - Project

Printed Name & Title

Authorized to execute agreements for:

Brando Construction, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

BRANC-2 OP ID: PT

DATE (MM/DD/YYYY)

09/15/2016

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

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

| | | |
|--|--|---|
| PRODUCER Mid-State Financial Services 7105 W Mequon Rd, PO Box 550 Mequon, WI 53092 Joseph LaBarbera | | CONTACT NAME: Joseph LaBarbera PHONE (A/C, No. Ext): 262-241-0550 E-MAIL ADDRESS: joe@midstateis.com FAX (A/C, No.): 262-241-0515 |
| INSURED Brancato Landscaping, Inc. Attn: Joe Brancato PO Box 481088 Niles, IL 60714 | | INSURER(S) AFFORDING COVERAGE INSURER A: Acuity Insurance NAIC # 14184 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L INSURANCE INSD WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS | |
|----------|---|---|---------------|-----------------------------|-----------------------------|---|--------------|
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X X | Z54227 | 09/20/2016 | 09/20/2017 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS | X <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Z54227 | 09/20/2016 | 09/20/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per accident) | \$ 1,000,000 |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ 1,000,000 |
| | | | | | | | \$ |
| A | UMBRELLA LIAB EXCESS LIAB | X OCCUR CLAIMS-MADE | Z54227 | 09/20/2016 | 09/20/2017 | EACH OCCURRENCE | \$ 3,000,000 |
| | | | | | | AGGREGATE | \$ 3,000,000 |
| | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | X Z54227 | 09/20/2016 | 09/20/2017 | X PER STATUTE | OTHE |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

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

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are additional insureds on the General Liability and Auto Liability on a primary and non-contributory basis as required by written contract or agreement per forms CG-7194(5/13); CG-7274 (5/13) and CA-7214(10/98) attached. A Waiver of Subrogation in favor of the

CERTIFICATE HOLDER

CANCELLATION

| | | |
|---|---------------------------|--|
| Village of Orland Park 14700 South Ravinia Avenue Orland Park, IL 60462 | ORLAND1 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE | <i>Peggy Lawcock</i> |

NOTEPAD:

HOLDER CODE ORLAND1
INSURED'S NAME Brancato Landscaping, Inc.

BRANC-2
OP ID: PT

PAGE 2
Date 09/15/2016

additional insured applies on the General Liability and Worker's Compensation. Umbrella is following form.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - PRIMARY AND NONCONTRIBUTORY

CG-7194(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. *Bodily injury or property damage* occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - COMPLETED OPERATIONS - PRIMARY
AND NONCONTRIBUTORY AUTOMATIC STATUS WHEN REQUIRED
IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR
CONTRACTORS)**

CG-7274(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
- b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

- 2. This insurance does not apply to:**
 - a.** *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or
 - b.** *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
 - c.** *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shops drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- 3. The insurance provided by this endorsement is primary and noncontributory.**

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

VILLAGE OF ORLAND PARK, ILLINOIS



COPY

ADDENDUM NO. 1

BID #16-027 TREE PURCHASE AND PLANTING

Date: Tuesday, August 23, 2016

To: All Potential Bidders

From: Village of Orland Park

RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project. All other provisions and requirements of the ITB shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

The following are the Village's responses to questions submitted for this ITB:

1. On page 10, it states proposals are due on the 24th of August. In several other locations it states the 29th of August. Is the 29th the correct date?

Village Response: The deadline for submissions is August 29th and NOT August 24th. Thank you for bringing this to our attention. We are making the corrections now.

2. The spec's call for trees at a minimum DBH of 3". I know in the past the DBH spec has caused confusion with bidders. Most bids use the Nursery Standards for tree measurement. Caliper measured at 6" above ground for trees less than 4" and 12" above ground for trees larger than 4". Are the Nursery Standard specs acceptable?

Village Response: The Nursery Standard Specs are acceptable per the American Standard for Nursery Stock (ANSI Z60.1-2014) referenced below.

Section 1: General Standards

The following standards are applicable to all nursery stock, with exceptions and particular applications noted.

1.2 Methods of measurement

1.2.1 Measuring caliper

For fruit trees (Section 8), small fruits (Section 9), understock (Section 10), and seedling trees and shrubs (Section 11), caliper measurement shall be taken at the root collar or at other points expressly described in those sections. For all other nursery stock, caliper measurement shall be taken six inches above the ground level for field grown stock and from the soil line for container grown stock, which should be at or near the top of the root flare, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size interval (i.e., from four inches up to, but not including, 4. inches). If the caliper measured at six inches is four and one-half inches or more, the caliper shall be measured at 12 inches above the ground level, soil line, or root flare, as appropriate.

Seldom are tree trunks perfectly round. The most accurate measurement will result from the use of a diameter tape. Caliper measurements taken with manual or electronic "slot" or "pincer" type caliper tools should be the average of the smallest and largest measurements.

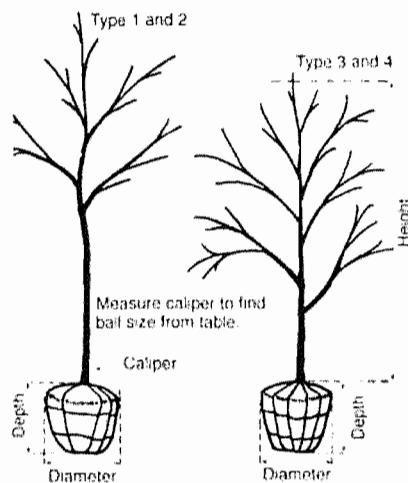


FIGURE 1 – Measurement - field grown trees – single-stem

1.2.2 Measuring height and spread

1.2.2.1 General application

Height measurement shall be taken from ground level for field grown stock and from the soil line for container grown stock, which should be at or near the top of the root flare, and from the root flare for bare root plants.

Spread measurement shall be the average spread of the branches of the plant, without leaves for deciduous shrubs, including leaves for evergreens (see Figure 2).

The question and answer period for this bid is closed. **The bid submission deadline remains Monday, August 29, 2016 not later than 11:00 A.M.**

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

Addendum No. 1, dated Tuesday, August 23, 2016
ITB #16-027

I read and hereby acknowledge this addendum as of the date shown below.

Business Name: Bianchi Landscaping, Inc.
Name of Authorized Signee: Tal Bianchi
Signature of Authorized Signee: Tal Bianchi
Title: President Date: 8-25-16