



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Award FY2017-18 Annual Line Clearance Tree Trimming Contract to Asplundh Tree Expert Company		
Presenter & Title:	Hal Wright, Superintendent of Electrical Services		
Date:	June 6, 2017		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
<input type="checkbox"/>	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: Vision 5, Goal L of the Geneva Strategic Plan, specifically maintain high-quality public services that serve and protect our residents and businesses.			
Estimated Cost: \$120,000.00	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
Bids were opened on May 25, 2016 for the Annual Line Clearance Tree Trimming Contract with an option to extend for a second and third year.			
Price per Hour			
	Year 1	Year 2	Year 3
DeMar Tree and Landscaping	\$160.00	\$165.00	\$170.00
Skyline Tree Service	\$222.00	\$233.00	\$244.14
Asplundh Tree Expert	\$170.80	\$178.13	\$185.70
Due to DeMar Tree and Landscaping Service's history of non-performance per the contract, their bid is rejected. See attached memo.			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution 2017-54 • Memo dated 06-19-2017 • Asplundh Tree Expert Company contract. 			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Approve resolution to authorize the City Administrator to execute, on behalf of the City of Geneva, the Annual Line Clearance Tree Trimming Contract with Asplundh Tree Expert Company in the amount of \$120,000.00.			

RESOLUTION NO. 2017-54

**RESOLUTION AUTHORIZING EXECUTION OF
FY2017-18 Annual Line Clearance Tree Trimming Contract to Aplundh Tree Expert
Company**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the FY2017-18 Annual Line Clearance Tree Trimming Contract with Asplundh Tree Expert Company of Willow Grove, PA in the amount of \$120,000.00.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 19th day of June, 2017.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 19th day of June, 2017.

Mayor

ATTEST:

City Clerk



PUBLIC WORKS DEPARTMENT
MEMORANDUM

June 06, 2017

Memo To: Mayor Burns and Committee of the Whole
From: Hal Wright, Superintendent of Electrical Services
Re: Annual Line Clearance Tree Trimming Contract FY 2017-18

Bids were opened on May 25, 2017 for the Annual Line Clearance Tree Trimming Contract. The bid form included an option to extend the contract for a second and third year. Three bids and two letters declining to bid were received.

DeMar Tree and Landscaping Service was low bidder. Asplundh Tree Expert Company was second lowest bidder. DeMar has been awarded the tree contract in the previous three years.

A condition of the contract is that crews be available for emergency response on two hours notice. Twice in the past 12 months DeMar Tree and Landscaping Service has been non responsive to emergency call-outs. On Friday July 29th Mr. DeMar was contacted for crews to respond for a removal of a large limb that had fallen on the services at 38 Crissey Avenue. No call was received back from Mr. DeMar until approximately 8am on Saturday July 30th. At the time, Mr. DeMar was made aware that no response to call out requests is in violation of the contract. During the storm on Sunday April 29th, 2017 Mr. DeMar was again contacted to respond to storm damage. Mr. DeMar did not respond to any phone calls or any requests for assistance until Monday April 30th. He made the statement at that time that none of his workers were available on Sunday.

Due to the above non-performance of the contract requirements and past history of no response to emergency requests, it is recommendation of staff to reject DeMar Tree and Landscaping Service's bid and award to the next low bidder.

The FY 2017-2018 Annual Tree Trimming Contract will be expensed under line item 620.90.95.25-531.25 with a budget of \$120,000.00.

	Price per Hour		
	Year 1	Year 2	Year 3
DeMar	\$160.00	\$165.00	\$170.00
Skyline	\$222.00	\$233.00	\$244.14
Asplundh	\$170.80	\$178.13	\$185.70

Recommendation:

After careful and thorough review of the bids for the Annual Tree Trimming Contract, staff recommends to COW, that COW approves and recommends to City Council that the City Administrator be authorized to execute, on behalf of the City of Geneva the FY2017-18 Annual Line Clearance Tree Trimming Contract with Asplundh Tree Expert Company.

Cc: Stephanie Dawkins, City Administrator
 Rich Babica, Director of Public Works
 Aaron Holton, Manager of Operations
 Kirk Landberg, Purchasing & Inventory Coordinator

ASPLUNDH

May 5, 2017

Dear Valued Vendor:

The City of Geneva, Illinois invites your bid on the "FY2017-18 Geneva Tree Trimming Contract." This is a labor and equipment contract.

The contract consists of trimming under the overhead electric lines in various areas within the borders of the City of Geneva. All electric lines will remain energized. Trimming shall be done at the request of the City of Geneva within a reasonable time frame for non-emergency trimming and within 2 hours for emergency requests. For emergency requests, the contractor will provide at least 2 crews if requested. No additional trimming shall be done that is requested by a resident or business while trimming for City requested work unless pre-approved by the Superintendent of Electrical Services or his representative.

The bids will be awarded on lowest total crew cost per hour with consideration given to experience, quality of work, and ability to complete the job in the specified time frame. The successful bidder must follow all applicable ANSI and OSHA standards for safety and quality tree trimming work.

This contract is a 10 month contract with an alternate for a second year and third year. The

budgeted amount for the fiscal year 2017-18 is \$120,000.00.

Sealed bids with the words "FY2017-18 Geneva Tree Trimming Contract" clearly marked on it, will be received by the City of Geneva, Illinois before 10:00 A.M., local time, May 25, 2017, at the office of the City Administrator, 22 South First Street, Geneva, Illinois 60134, at which time they will be publicly opened and read.

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 the amount of five thousand (\$5,000.00) dollars.

A performance bond in the amount of one (1) year's allocation (\$120,000.00) will be required upon award of this contract.

If you have any questions, please call Aaron Holton or myself at (630) 232-1503.

Kirk Landberg
Purchasing & Inventory Coordinator

Cc Aaron Holton, Manager of Electric Operations

**FY 2017-18 TREE TRIMMING CONTRACT
NOTICE TO BIDDERS**

Duplicate sealed proposals (bids) submitted in a sealed envelope with the words "FY 2017-18 Geneva Tree Trimming Contract", clearly marked on it, will be received by the City of Geneva, Illinois on or before 10:00 A.M., local time, **May 25, 2017**, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read, for the labor, materials and equipment for the Project known as "FY 2017-18 Geneva Tree Trimming Contract". Any proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

Description of Project: The project will consist of approximately:

Tree trimming within the borders of the City of Geneva. All electric lines will remain energized. Trimming shall be done at the request of the City's Superintendent of Electrical Services or his representative within a reasonable time frame for non-emergency trimming and within 2 hours for emergency requests. For emergency requests, the successful contractor will provide at least 2 crews, if requested. No tree trimming shall be done that is requested by a resident or business owner while tree trimming for the City requested work unless pre-approved by the Superintendent of Electrical Services or his representative, in writing. The City may request tree trimming in additional areas if funds are available.

This work shall be done in accordance with the specifications as prepared by the City of Geneva Electric Utility. Copies of the bid documents may be obtained and or examined at the office of the Public Works Department located at 1800 South Street, Geneva, IL. 60134.

All contractors shall certify that said contractor is not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.

The City of Geneva, IL reserves the right to reject any or all bids and waive technicalities.

The City of Geneva, Illinois
Stephanie Dawkins
City Administrator

Published in the "Kane County Chronicle": Thursday May 4, 2017

**2017-18 TREE TRIMMING CONTRACT
INSTRUCTIONS TO BIDDERS**

1. Description of Project

The project consists of trimming/pruning (no tree removal) around electric lines within the borders of the City of Geneva. All electric lines will remain energized. The foreman on each crew must be able to speak and understand English to the satisfaction of the Superintendent of Electrical Services, City of Geneva. Trimming shall be done at the request of the City of Geneva within a reasonable time frame for non-emergency trimming and within 2 hours (24/7) for emergency requests as determined by the City of Geneva. For emergency purposes, a minimum of two (3) men crews backyard capable with each crew having a bucket, chipper and a means to haul chips must be provided if requested. No tree trimming shall be done that is requested by a resident or business owner while tree trimming for the City requested work unless pre-approved by the City of Geneva, in writing.

The scope of the area to be trimmed may be increased or decreased based on performance and budget. Additional non-line-clearance trimming may be requested by divisions within the Public Works Dept. with the approval of the City of Geneva. Award of the contract does not automatically indicate that additional trimming will be requested.

The project is located in the City of Geneva, in the State of Illinois: as more fully described in the Plans, Specifications, Bid Documents and Contractor's Proposal therefore hereinafter referred to.

Failure to fulfill the required 2 Hr. response time may be cause for the forfeiture of the Performance Bond. By my initials I verify that I have read and understand the emergency clause.



Initial

2. Work Near Energized Lines.

For work in these locations the Bidder's personnel must be trained according to Annex B ANSI Z133.1-latest revision. Adherence to the latest revision of any and all applicable OSHA and IDOL standards including ANSI Z133.1-latest revision Safety Standard and OSHA regulation 29 CFR Parts 1910.67, 1910.268, 1910.269, and 1910.333 is mandatory. Workers shall be a Certified Line Clearance Tree Trimmer by ACRT, Inc. or have similar certifications.

All employees must obtain certification in EHAP (Electrical Hazard Awareness Program) or equivalent certification prior to the start of this contract. Certification must be specific in line clearance tree trimming practices and safety guidelines for working near or around overhead electrical conductors.

The contractor shall employ only competent and skilled workers in the conduct of work under this contract. All workers shall possess the knowledge of procedures, and practices required for line clearance tree trimming, crown reduction tree trimming.

3. Obtaining Documents. The Plans and Specifications for tree trimming together with all necessary forms and other documents for bidders may be obtained from the Owner, City of Geneva Electric Utility at 1800 South Street, Geneva, Illinois 60134. The plans, specifications, and construction drawings may be examined at the office of the Owner.
4. Manner of Submitting Proposals. Proposals and all supporting instruments must be submitted in duplicate on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. Only proposals which are made out on the regular proposal forms will be considered. The proposal forms must not be separated from the complete set of documents. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternative for each item is not required, unless the special provisions provide otherwise. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All unit prices shall be conditioned on furnishing a bond executed by a corporate surety company satisfactory to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink or typewritten. No alterations or interlineation will be permitted, unless made before submission, and initialed and dated. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.
5. Familiarity with Conditions. Prior to the submission of the Proposal the Bidder shall make and shall be deemed to have made a careful examination of the site of the Work and of the Plans and Specifications for tree trimming, and forms of Contractor's Proposal and Contractor's Bond on file with the City Clerk of the Owner, and shall become informed as to the location and nature of the proposed tree trimming.

Bidders will be required to comply with all applicable statutes, regulations, Federal and State laws, local laws and ordinances, etc., including those pertaining to the licensing of contractors, and the so-called "Kickback Statute" (48 Stat.948) and regulations issued pursuant thereto.

6. Bidder's Qualifications. A Bidder shall be required to furnish evidence satisfactory to the Owner that he has sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

11. Minor Irregularities. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.
12. Rejection of Bids. The Owner reserves the right to reject any or all Proposals, and to accept the proposal which in its opinion is in the best interest of the owner. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and equipment. Lack of such balance may be considered as a reason for rejecting a Proposal.
13. Definition of Terms. The terms used throughout this contract shall be as defined in Article VI, Section 1, of the Contractor's Proposal.
14. The Owner Represents:
 - a. Each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated right-of-way caused by the Bidder during construction of the Project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed work methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following: Kane County Highway Commission, IDOT District 1
 - b. All funds necessary for prompt payment for work completed on the Project will be available.

AFFIDAVIT OF EXPERIENCE

STATE OF Pennsylvania

COUNTY OF Montgomery

Larry M. Moore being duly sworn, that he is
Senior Vice President of Asplundh Tree Expert Co.

(Sole owner, member of firm,
corporate official) (Individual, firm or
corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

<u>Name of Owner</u>	<u>Contact Person-Phone No.</u>	<u>Job Description</u>	<u>\$Amount</u>
City of Rock Falls, IL	Dick Simon, 815-622-1145	Line Clearance/Tree Trimming	\$130,000.00
City of Batavia, IL	Brian Bettin, 630-454-2359	Tree Trimming	\$140,000.00

and that Asplundh Tree Expert Co. owns or has available
(he, said firm, said corporation)

for immediate use on the proposed work the following plant and equipment:

<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
<u>All necessary tools and equipment as required by the specifications.</u>			

and that Wilfredo (Freddy) Bracero will be assigned to work
(Name of Superintendent)

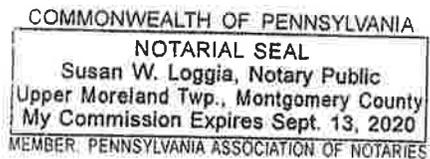
under this contract, and that his experience in this kind of work is as follows:

Name of Job Engineer or Owner
Over 18 years of experience in tree miantenance/line clearance for
municipal and utility customers.

Signature: [Handwritten Signature]
Larry M. Moore, Senior Vice President

Subscribed and sworn to before me this 23 day of May 2017

[Handwritten Signature]
Notary Public



CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies as follows:

1. That he has the authority and consent to make this certification on behalf of the bidder,

Asplundh Tree Expert Co.
 (Name of Company)

2. That he has knowledge of the City of Geneva Codes pertaining to the disqualification of certain bidders.

3. That he knows that the bidder listed above is not disqualified from bidding under the aforementioned sections.

4. That he has knowledge of the City of Geneva ordinances relating to Fair Employment Practices and knows and understands the contents thereof; he certifies hereby that it is the policy of the bidder to recruit, hire, train, upgrade, promote, and discipline its employees without regard to race, creed, color, religion, age, sex, or physical or mental impairment.

5. That said bidder is not barred from bidding on the aforementioned contract as a result of a violation of Sections 33E-3 and 33E-4 of Chapter 720, Illinois Compiled Statutes [720 ILCS 5/33E-3 and 5/33E4 (2009)]

6. That pursuant to Chapter 65, Section 11-42.1-1 [65ILCS 5/11-42.1-1] of the Illinois Revised Statutes, the bidder is not delinquent in the payment of any taxes administered by the Department of Revenue.

7. That the contractor (either as an individual or company) agrees to provide a drug free workplace as provided for by the "30 ILCS 580/1 et.seq".

8. That all work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 as amended, and all other Federal, State, or Local statutes, rules, or regulations including all City of Geneva Safety Procedures affecting the work done under the contract.

9. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City of Geneva to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do

so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

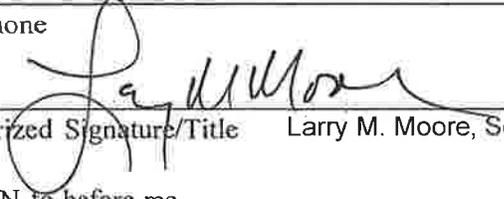
By submission of this bid, I certify that the bid has been arrived at independently and has been submitted without collusion between or among any vendor of materials, supplies, equipment, or services.

Asplundh Tree Expert Co.
Name of Corporation, Partnership, or Proprietor

708 Blair Mill Road
Address

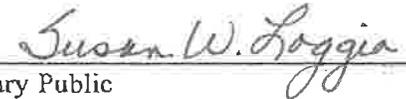
Willow Grove, PA 19090-1784
City State Zip

215-784-4333
Telephone

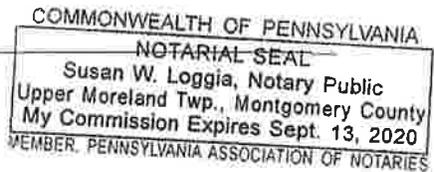

Authorized Signature/Title Larry M. Moore, Senior Vice President

SUBSCRIBED AND SWORN to before me

this 23rd day of May, 2017


Notary Public

My commission expires:



CONTRACTOR'S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

TO: _____

(Hereinafter called the "Owner")

ARTICLE I--GENERAL

Section 1 . Offer to Construct. The undersigned (hereinafter called the "Bidder") hereby proposes to furnish all materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project known as
FY 2017-2018 Geneva Tree Trimming Contract
 in strict accordance with the Plans and Specifications for the prices hereinafter stated.

Section 2. Award of Contract. Before an award of the contract is made to a contractor, said contractor may be required, upon request by the City, to furnish any of the following information:

- a. His performance record
- b. Address and description of his plant or permanent place of business
- c. An itemized list of his equipment
- d. His financial statement
- e. Such additional information as will satisfy them that the bidder is adequately prepared to fulfill the contract.

The proposals received will be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding contracts, the bidder will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under the previous article and from other investigations which it may elect to make.

Except in cases where the owner exercises the right reserved to reject any or all proposals, the contract will be awarded by the Owner, as soon as practicable after the opening of proposals, to the bidder who has submitted the lowest proposal complying with all requirements necessary to render it formal and who has satisfied the requirements of the specifications as to the responsibility of bidders.

Section 3. Familiarity with Conditions. The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction..

Section 4. GPS If GPS is installed in the Bidder's vehicles, you shall give access to The City of Geneva.

ARTICLE II—CONSTRUCTION

Section 1. Time and Manner of Construction

a. The Bidder agrees to commence construction of the Project on Monday June 26, 2017. The Bidder further agrees to prosecute diligently and to complete 80% of the tree trimming by September 30, 2017 (excluding Saturdays and Sundays). The remaining 20% of the tree trimming shall be completed in March and April of 2018 or by called as needed by the Utility.

b. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder.

Section 2. Termination for Breach. In the event that any of the terms or provisions of this contract are violated by the Contractor, the Owner may serve written notice upon the Contractor and its Surety of its intentions to terminate such contract and unless within ten (10) days after the serving such notice upon the Contractor, such violation shall cease and such satisfactory arrangement for correction be made, the Contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence the performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by Contract for the amount and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess costs thereby occasioned by the Owner.

Section 3. Termination for Convenience. Upon ten (10) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. All claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and all other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. Reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

accompany the Owner when final inspection is made and, if requested by the Owner, when any other inspection is made.

The Bidder shall have on the work at all times, a competent, English-speaking foreman authorized to receive orders and act for him.

Section 7. Licensed Personnel:

a. Contract Bidder is to provide a list of all personnel who will be assigned to the work for this contract and who are licensed by the State of Illinois as tree experts. Bidder is to include the individual's name, license number, and a brief history of prior experience in the trade.

b. The Roving Foreman for this contract must be a State of Illinois Certified International Society of Arboriculture (I.S.A.) Arborist. A copy certification must be submitted with the bid package for the Roving Foreman.

Section 8. -Traffic Control and Road Conditions

a. Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

b. The Contractor shall furnish and place all necessary barricades and warning signs for street and/or lane closings during the work operations. The contractor shall schedule his work to limit the closing of any one street block for not more than a period of twelve (8) hours. The Contractor is responsible for securing any permits and insurance requirements for Right of Ways on County or State owned roads/property.

c. The Contractor shall furnish all of the materials, labor and equipment necessary to comply with this provision and all costs to comply shall be borne by the Contractor and be considered incidental to the contract.

d. The Contractor shall notify the Owner at least three (3) days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the work in such a manner to insure the least obstruction of vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner.

e.. Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean up traveled surface of all dirt and debris at the end of each day's operations

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)
Property Damage	\$2 Million (each occurrence)
	\$2 Million (aggregate)

d. Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates. When working within the Right-of- Way of County and State Roads, the Contractor shall meet the insurance requirements of those entities. The State of Illinois/ Division of Transportation shall be named as additional insured.

e. Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days notice of cancellation.

Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the Contract, whichever date is reached first.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Bidder shall furnish a certificate evidencing compliance with the foregoing requirements.

Section 3. Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Sub-contractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-contractors.

k. The term "Surety" shall be the corporate body, individual, or individuals, which engage to be responsible for the bidder's acts in the execution of the contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

l. The term "Award" shall be the decision of the Owner to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

m. The term "Inspector" shall be the authorized representatives of the Owner assigned to make detailed inspection of any or all portions of the work or material therefore.

n. The term "Notice to Bidders" shall be the official notice, included in the proposal form inviting bids for the proposed improvement.

o. The term "Special Provisions" shall be specific directions, provisions, requirements, and revisions of the specifications peculiar to the work under consideration which are not satisfactorily provided for in the specifications. The special provisions set forth the final contractual intent as to the manner involved. The special provisions included in the contract shall not operate to annul those portions of the specifications with which they are not in conflict.

p. The term "Specifications" shall be the body of directions, provisions, and requirements contained here in, or in any supplement to this document referred to in the special provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the contract.

q. The term "The Work" shall be the improvement advertised for bids, described in the proposal form, indicated on the plans, and covered in the specifications, special provisions, contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof, including labor, tools, equipment, materials, and incidentals necessary for satisfactory completion of the improvements.

r. The term "Written Notice" shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties of the Contract as to any change in his business address until completion of the Contract.

s. The term "Act of God" shall be an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for

the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

t. The term "Contents of the Proposal Form" shall be those forms which with the qualified bidders will be furnished stating the location and description of the work contemplated, the approximate quantities of work to be performed or materials to be furnished, the amount of the proposed guaranty, requirements pertaining to labor, and the date, time, and place of filing and opening proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

Section 6. Contractor. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 7 Addenda. The Bidder acknowledges receipt of the following Addenda:

Addendum No. None dated _____ initialed _____

Addendum No. _____ dated _____ initialed _____

Addendum No. _____ dated _____ initialed _____

2017-18 TREE TRIMMING UNITS

BID PAGE

Price for Crews & Equipment

6/26/2017-4/30/2018 Labor Unit			5/01/2018-4/30/2019 Labor Unit			5/01/2019-4/30/2020 Labor Unit		
Price/HR	O.T.	D.T.	Price/HR	O.T.	D.T	Price/HR	O.T.	D.T
Foreman			Foreman			Foreman		
<u>55.98</u>	<u>74.29</u>	105.24	<u>58.50</u>	<u>84.24</u>	109.98	<u>61.13</u>	88.30	<u>114.92</u>
Laborer (Climber)			Laborer (Climber)			Laborer (Climber)		
<u>51.27</u>	<u>67.59</u>	96.39	<u>53.58</u>	<u>77.16</u>	100.73	<u>55.99</u>	80.63	<u>105.26</u>
Laborer (Ground man)			Laborer (Ground man)			Laborer (Ground man)		
<u>35.42</u>	<u>44.93</u>	66.59	<u>37.01</u>	<u>53.29</u>	69.58	<u>38.67</u>	55.68	<u>72.70</u>

Note: Spraying shall be included in labor costs.

06/26/2017-4/30/2018 Equipment		5/01/2018-4/30/2019 Equipment		5/01/2019-4/30/2020 Equipment	
Price/HR		Price/HR		Price/HR	
Bucket Truck	<u>22.63</u>	Bucket Truck	<u>23.31</u>	Bucket Truck	<u>24.01</u>
Chipper	<u>5.56</u>	Chipper	<u>5.73</u>	Chipper	<u>5.90</u>

(Bucket Truck cost shall include provisions for debris collection (i.e. dump truck))

Note: Geneva will select the make up of the crews and equipment, as well as the number and type of crews that will be needed.

Typical crew makeup:

Bucket Crew:

- Foreman
- Laborer (Ground man)
- (1) Bucket
- (1) Chipper/Truck

Climbing Crew:

- Forman
- Climber
- Ground man
- (1) Chipper/Truck

BIDS WILL BE EVALUATED ON HOURLY PRICES OF THE ABOVE LISTED ITEMS (FOREMAN, CLIMBER, GROUNDMAN, BUCKET TRUCK, CHIPPER/TRUCK). BIDDERS MAY SUBMIT PRICES FOR ADDITIONAL LABOR AND EQUIPMENT IF THEY FEEL THEY MAY UTILIZE THEM ON THEIR CREW.

Additional Labor (if necessary)

06/26/2017-4/30/2018 Labor Unit			5/01/2018-4/30/2019 Labor Unit			5/01/2019-4/30/2020 Labor Unit		
Price/HR	O.T.	D.T.	Price/HR	O.T.	D.T.	Price/HR	O.T.	D.T.
2 nd Climber			2 nd Climber			2 nd Climber		
<u>51.27</u>	<u>67.59</u>	<u>96.39</u>	<u>53.58</u>	<u>77.16</u>	<u>100.73</u>	<u>55.99</u>	<u>80.63</u>	<u>105.26</u>
2 nd Ground man			2 nd Ground man			2 nd Ground man		
<u>35.42</u>	<u>44.93</u>	<u>66.59</u>	<u>37.01</u>	<u>53.29</u>	<u>69.58</u>	<u>38.67</u>	<u>55.68</u>	<u>72.70</u>
Other			Other			Other		
<u>N/A</u>	<u>-----</u>	<u>-----</u>	<u>N/A</u>	<u>-----</u>	<u>-----</u>	<u>N/A</u>	<u>-----</u>	<u>-----</u>

Additional Equipment (if necessary)

06/26/2017-4/30/2018 Labor Unit		5/01/2018-4/30/2019 Labor Unit		5/01/2019-4/30/2020 Labor Unit	
Price/HR	Unit	Price/HR	Unit	Price/HR	Unit
11.55		11.90		12.26	
(Please Specify)	<u>manual truck</u>	(Please Specify)	<u>manual truck</u>	(Please Specify)	<u>manual truck</u>
(Please Specify)	<u>-----</u>	(Please Specify)	<u>-----</u>	(Please Specify)	<u>-----</u>

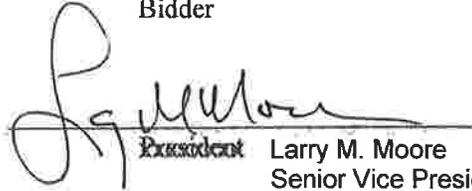
PLEASE NOTE:

The contract period shall extend from June 26 2017 to April 30 2018 and an alternate second year May 1, 2018 to April 30, 2019 and an alternate third year from May 1, 2019 to April 30 2020. This is a one-year tree trimming contract with an alternate for a second year and third year. All bid submittals must be completed and filled out for the first year and the alternate second and third years.

PROPOSAL SIGNATURE BY BIDDER

Asplundh Tree Expert Co.

Bidder



~~President~~ Larry M. Moore
Senior Vice President

708 Blair Mill Road

Address

Willow Grove, PA 19090-1784

ATTEST:



Secretary/Treasurer, Brian Bauer

Date 5/23/17

Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such a bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder,

 for the construction of the following project:

The total contract price is \$ _____

(Owner)

B _____

Attested:

Date of Contract:

BID BOND

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS,

That we, ASPLUNDH TREE EXPERT CO., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF GENEVA, as Obligee, hereinafter called the Obligee, in the sum of Five Thousand and 00/100 Dollars (\$ 5,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FY2017-18 Geneva Tree Trimming Contract

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2017.

Jacob Huey (Witness)

ASPLUNDH TREE EXPERT CO. (Principal) (Seal)

Dennis A. Stapola
(Name & Title)
Dennis A. Stapola Asst. Secretary (Ins'./Bonds)

Maureen McNeill
Maureen McNeill, Witness

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By Sara Owens
Sara Owens, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229957

Certificate No. 007156625

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Elizabeth Marrero, Jaquanda S. Martin, Marina Tapia, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrod, and Michael J. Herrod

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of March, 2017

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,923,843	UNEARNED PREMIUMS	\$ 879,381,216
BONDS	3,472,087,233	LOSSES	758,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,069,894	COMMISSIONS	39,769,777
OTHER INVESTED ASSETS	3,108,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,397	OTHER EXPENSES	42,557,946
NET DEFERRED TAX ASSET	69,571,968	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,917,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,697,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,661,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	977,978
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	593,147	POLICYHOLDER DIVIDENDS	9,082,602
OTHER ASSETS	6,199,678	PROVISION FOR REINSURANCE	3,555,060
		ADVANCE PREMIUM	1,786,267
		PAYABLE FOR SECURITIES	3,948,166
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,816,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	686,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,349,281
		TOTAL LIABILITIES	\$ 2,107,562,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,647,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,088,189,284
TOTAL ASSETS	\$ 4,195,751,503	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

Michael J. Doody
SECOND VICE PRESIDENT

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSELEDER
Notary Public
My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2017



**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN CITY OF GENEVA AND ASPLUNDH TREE EXPERT CO.**

This Independent Contractor Agreement (Agreement) is between City of Geneva, an Illinois municipal corporation (hereinafter referred to as "Geneva" or "City of Geneva") and Asplundh Tree Expert Co. (herein referred to as Asplundh or "Contractor"). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** Contractor is engaged in the independent business and occupation as an electric meter testing company and represents that it is knowledgeable and skilled in the following: Tree trimming and line clearance of primary and secondary energized distribution lines.

2. **Services.** Asplundh agrees to provide the following services under this Agreement during the Contract Term, which shall commence on June 26, 2017 and terminate on April 30, 2018: See Group Exhibit "A" attached hereto and made a part here entitled "Specifications and Technical Requirements."

3. **Independent Contractor.** Asplundh acknowledges and agrees that it is an independent contractor and not an agent or employee of the City of Geneva. Asplundh shall provide the Services designated at Paragraph 2 above in a timely fashion at the request of Geneva and will perform those services as well as the methods and techniques which will best accomplish the services to be provided under this Agreement. However, Asplundh warrants that such methods and techniques will be in accordance with customary and reputable business practices and that Asplundh has the requisite expertise, ability, and skill to render the service required by this Agreement.

4. **Compensation.** For the services to be rendered under Paragraph 2 above, Geneva will pay the Contractor in accordance with Contractor's Proposal which is set forth at Exhibit "B" attached hereto and made a part hereof.

5. **Taxes.** Neither federal, state, nor local payroll taxes of any kind or state disability insurance will be paid or withheld on behalf of the Contractor. The Contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes.

6. **Benefits.** The Contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Geneva to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing. No workers' compensation insurance will be provided by the Geneva for the Contractor or any of its employees. The Contractor agrees to obtain (a) workers' compensation & employer's liability insurance for all of his employees, (b) Comprehensive Automobile Liability insurance, (c) Comprehensive General Liability insurance (including an Installation Floater) all in accordance with the provisions of the Insurance Requirements set forth at Exhibit "C" which is attached hereto and made a part hereof.

7. **Agency.** The Contractor has no authority to bind the Geneva, to enter into any contracts or agreements on behalf of the Geneva, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.

8. **Indemnification.** The Geneva shall not be responsible for any action or failure to act by the Contractor. The Contractor agrees, to the fullest extent permitted by laws and regulations, to defend, indemnify and hold harmless Geneva, its officers (elected and appointed), employees, agents, assigns, and successors against any actual and direct claims, damages, demands, losses and expenses direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and court and arbitration cost) related to or arising out of or resulting from the performance of the work by the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to properly perform or furnish any obligations under this Agreement, and for any violations of law.

9. **City of Geneva Property.** Upon termination of the Agreement, the Contractor agrees to return all Geneva equipment to the Geneva.

10. **Certificate of Compliance, Performance Bond and Freedom of Information Requests.** (a) Contractor hereby reaffirms and certifies all of the statements set forth on the Certification of Compliance which is attached hereto at Exhibit "D".

(b) Upon the execution of this Agreement, Contractor shall tender to Geneva a fully executed and binding Contractor's Bond (Performance Bond) as set forth at Exhibit "E", which is attached hereto.

(c) Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on Geneva to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, Geneva. Upon notice from Geneva, Contractor shall review its records promptly and produce to Geneva within two business days of said notice from Geneva the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request Geneva to extend the time to do so, and Geneva will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and Geneva is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse Geneva for all fines, fee or penalties, including reasonable attorney's fees, paid by Geneva.

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on Geneva to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements

of the Local Records Act, 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, Geneva. Upon notice from Geneva, Contractor shall review its records promptly and produce to Geneva within two business days of said notice from Geneva the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request Geneva to extend the time do so, and Geneva will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to retain requested records requested by Geneva within the time period required above and Geneva is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse Geneva for all fines, fee or penalties, including reasonable attorney's fees, paid by Geneva.

11. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.

12. **Applicable Law.** This Agreement shall be governed by and interpreted under Illinois law.

13. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

14. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

15. **Survival.** The provisions of paragraph 11 of this Agreement shall survive the termination of the business relationship between the parties.

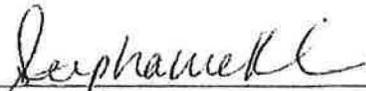
16. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

CONTRACTOR:

By: 
Manager
James M. Hines, Vice President

Date: 6/26/2017

CITY OF GENEVA:

By: 
City Administrator

Date: 06/27/2017