

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:** C14-0110

**Year:** 2014+

**Amount:**

**Department:** Finance/PW

**Contract Type:** Master Services Agreement

**Contractors Name:** Homer Tree Care, Inc.

**Contract Description:** Emergency and non-emergency removal of large trees  
2014-0572 - 8/29/14 Proposal various locations \$9,500 & 9/10/14  
Cottonwood \$3,200

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



**VILLAGE HALL**

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello

December 10, 2014

Ms. Heather Stevenson  
Homer Tree Care, Inc.  
14000 S. Archer Avenue  
Lockport, Illinois 60441

**RE: *NOTICE TO PROCEED***  
***Master Agreement – Tree Removal Services***

Dear Ms. Stevenson:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications and insurance documents for Master Agreement – Tree Removal Services. When work is needed throughout the year, we will require a fully executed proposal in writing which will be attached to this contract as Exhibit A.

Each Exhibit A/Proposal to this Master Agreement will have a separate Purchase Order assigned when required which will be emailed/faxed to your company. 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 Master Agreement dated October 28, 2014 for Master Agreement – Tree Removal Services. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:

cc: Napoleon Haney  
Tom Martin

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
(708) 403-6100  
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VILLAGE HALL

TRUSTEES

Kathleen M. Fenton

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Carole Griffin Ruzich

Daniel T. Calandriello

October 28, 2014

Ms. Heather Stevenson  
Homer Tree Care, Inc.  
14000 S. Archer Avenue  
Lockport, Illinois 60441

**RE: Master Services Agreement – Tree Removal and Care Services**

Dear Ms. Stevenson:

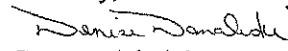
The Village of Orland Park would like to enter into a Master Services Agreement with Homer Tree Care, Inc. for emergency and non-emergency tree removal and care. Having this type of agreement on file along with all the certifications and insurance requirements will cover "all projects" with the Village. Each project during the year will require an executed (signed) proposal and separate Purchase Order which will be attached to the Master Agreement as Exhibit A. This procedure should eliminate the need to sign and submit all the required certifications and insurance for each project. We do request that a current certificate of insurance be issued to us upon renewal each year. The proposal submitted August 29, 2014 for various tree removal and September 10, 2014 for Cottonwood have been Board of Trustee approved and will be executed under this Master Agreement.

1. Attached is the Master Services Agreement. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute and date the Agreement and one original executed Master Agreement will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications for "All projects with the Village of Orland Park" and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to 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. Please reference "All projects with the Village of Orland Park" in the description. You will be required to provide a current certificate of insurance if/when your insurance coverage changes or renews during the year.

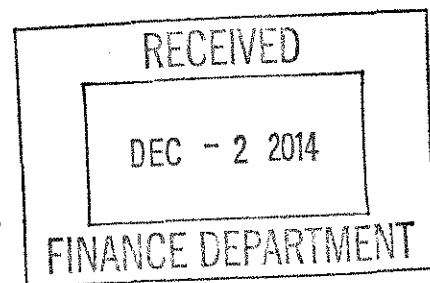
**Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.**

For each project that occurs within the year you will be issued a *Notice to Proceed* letter and a purchase order number once we have a fully executed proposal on file. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,

  
Contract Administrator

**VILLAGE OF ORLAND PARK**  
**Master Agreement - Tree Removal Services**  
(Contract for Services)



This Contract is made this **28th day of October, 2014** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Homer Tree Care, Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

**SECTION 1: THE CONTRACT DOCUMENTS:** This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the VILLAGE. Specific projects under this Agreement shall be authorized in writing by the VILLAGE by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit A and attached to this Agreement as Exhibit A.

This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, 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 Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

This Agreement

The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements attached as Exhibit A

All Certifications required by the Village

Certificates of Insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*Provide emergency and non-emergency tree removal services and care as described in the attached proposal. See proposal for complete scope of work as requested by the Village of Orland Park*

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay Homer Tree Care, Inc. pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

TOTAL COST: TO BE DETERMINED AND AGREED UPON PER EVENT.

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

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract in the time frame agreed upon for each proposal's event and shall complete performance of the WORK of this Contract by the agreed upon time frame per proposal for each event (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR 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 Contractor 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 Contractor 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.

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 Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR 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 follows: CONTRACTOR 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 CONTRACTOR and its subcontractors 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 CONTRACTOR shall maintain, and require that its subcontractors 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. CONTRACTOR and all subcontractors 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. CONTRACTOR and all subcontractors 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 CONTRACTOR 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 shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, 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:**

Heather Stevenson  
Homer Tree Care, Inc.  
14000 S. Archer Avenue  
Lockport, Illinois 60441  
Telephone: 815-838-0320  
Facsimile: 815-838-0375  
e-mail: heather@homertree.com

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.

**SECTION 8: 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 CONTRACTOR'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 CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR 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 10: COMPLIANCE:** CONTRACTOR 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 11: 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.

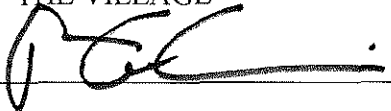
**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: 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

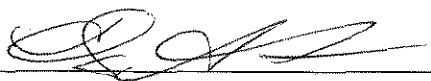
By: 

Print Name: Paul G. Grimes  
Village Manager

Its: \_\_\_\_\_

Date: 12/5/14

FOR: THE CONTRACTOR

By: 

Print Name: ELIZABETH ARUOR

Its: CEO

Date: 11-20-2014



**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of Incorporation: ILLINOIS

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

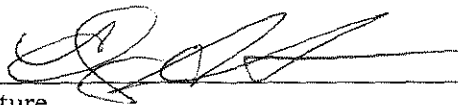
In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Homer Tree Care, Inc.

(Corporate Seal)

Business Name



Signature

ELIZABETH ARMOUR  
Print or type name

CEO

Title

11-20-2014

Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT:      THIS CERTIFICATION MUST BE EXECUTED.**

I, ELIZABETH ARMOUR, being first duly sworn certify and say

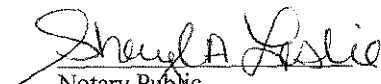
that I am CEO  
(insert "sole owner," "partner," "president," or other proper title)

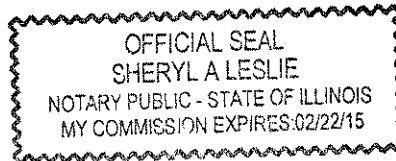
of Homer Tree Care, Inc., the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United  
States.



Signature of Person Making Certification

Subscribed and Sworn to  
before me this 20<sup>th</sup> day  
of November, 2014

  
Notary Public



## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will 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 Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will 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.

F. That it will 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.

G. That it will 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 Contractor 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 Contractor 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.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

NAME: ELIZABETH ARMOUR

SIGNATURE: 

WITNESS: Sheryl J. Jelic

DATE: November 20, 2014

**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

**Contractor:**

**By:**

N/A  
(Authorized Officer)

OK  
12/13/14

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

ELIZABETH ARMOUR, CEO, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

Homer Tree Care, Inc., having submitted a proposal for:  
(Name of Company)

All Projects within the Village of Orland Park to the Village of Orland Park, Illinois, hereby certifies that  
(PROJECT)

the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that  
all employee drivers is/are currently participating in a  
(Name of employee/driver or "all employee drivers")

drug and alcohol testing program pursuant to the aforementioned rules.

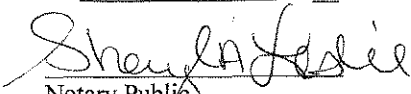
**(Check either 4A or 4B, depending upon which certification is correct.)**

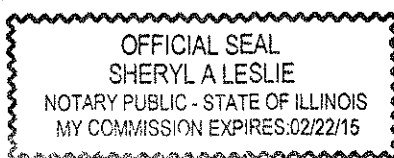
X 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; **OR**

       4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

By:   
(Officer or Owner of Company named above)

Subscribed and Sworn to  
before me this 20th day  
of November, 2014

  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/4/2014

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).

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467		<b>CONTACT NAME:</b> Dionne Townsend <b>PHONE (A/C, No, Ext):</b> 708-845-3673 <b>FAX (A/C, No):</b> <b>E-MAIL:</b> dionne.townsend@thehortongroup.com <b>ADDRESS:</b> dionne.townsend@thehortongroup.com	
<b>INSURED</b> HOMER-7 Homer Tree Care, Inc. 14000 Archer Avenue Lockport IL 60441		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Starr Indemnity & Liability Co 38318 INSURER B : Mt. Hawley Insurance Company 37974 INSURER C : Western National Insurance 15377 INSURER D : INSURER E : INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 643175424

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Applic GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP1087512	5/15/2014	5/15/2015	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 Pest/Herb Occur \$1,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CPP1086744	5/15/2014	5/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB1014555	5/15/2014	5/15/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	1000001190	5/15/2014	5/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Cont Pollution Liab			EGL0002343	5/15/2014	5/15/2015	Occr/Aggre 1,000,0000

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

Additional Insured status with respect to general liability and auto liability only when required by written contract. Primary/Non-Contributory applies with respect to general liability and auto liability only when required by written contract. Waiver of Subrogation applies with respect to general liability, auto liability and workers compensation only, when required by written contract, per Company Forms. Umbrella follows form. \* Broadened Contractual Liability. Work within 50 feet of Railroad Property is included under form CG24270305 when required by written contract.

Village of Orland Park

**CERTIFICATE HOLDER****CANCELLATION**

Village of Orland Park 14700 Ravinia Avenue Orland Park IL 60462	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 
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Exhibit A



14000 S. ARCHER AVENUE, LOCKPORT, IL 60441  
PHONE: 815-838-0320 FAX: 815-838-0375 www.homertree.com



## PROPOSAL

Date: 8/29/2014 2:21 PM  
Village of Orland Park  
Matt Creed  
14700 Ravinia Avenue  
Orland Park, IL 60462

Job Name: 75214  
Work Site: Various Sites  
Orland Park, IL 60462

Mobile: (708) 825-4886

Proposed By: Heather Stevenson

Customer Code: Vill14700-25178

#	Item	Description	Qty	Cost
	Various trees	Tree Removal w/ Flush Cut 17148 Winding Creek Drive - Large downed Willow in backyard  10510 Capistrano Lane - Large Cottonwood on northwest corner of pond - Also remove section that fell in pond (better access in subdivision adjacent to tree off Deer Trail)  12745 E. Tanglewood Circle - Large Willow behind house next to creek  8923 Butterfield - Willow behind house next to pond (Also a broken Apple tree here by pond)  Remove above trees, cut low/flush and remove all debris Don't recommend stump grinding as most are inaccessible for stump grinder  8/29/14 Pen/mb	1	\$9,500.00

Customer Signature

Date

Your signature is required prior to the start of any work and indicates acceptance of the terms & conditions on the reverse side of this document. All normal work operations to be performed according to ANSI A-300 standards.  
NOTE: ALL WORK TO BE PAID UPON COMPLETION.



Exhibit A

**PROPOSAL**

Bid Date: 9/10/2014 12:00:00 AM

Work Order: 76115

Village of Orland Park, Public Works  
Department

Work Site: 8808 Carnoustie Drive

Tom Martin  
15655 Ravinia Avenue  
Orland Park, IL 60462

Orland Park, IL 60462

Mobile: (708) 362-2357 Tom  
(708) 362-1284 Gary

Arborist: Heather Stevenson

#	Item	Description	Qty	Cost
	Cottonwood	Tree Removal	1	\$3,200.00
		Back yard Cottonwood - Remove Tree, all debris + grind stump Back fill hole with stump chips Excess stump chips remain on site Total \$3200		
		Remove Tree, cut low/flush - no stump grinding + remove all debris Total \$2800		
		9/17/14 pend/maricela		

  
Customer Signature12/10/14  
Date

Your signature is required prior to the start of any work and indicates acceptance of the terms & conditions on the reverse side of this document. All normal work operations to be performed according to ANSI A-300 standards.  
NOTE: ALL WORK TO BE PAID UPON COMPLETION.

Arborist: \_\_\_\_\_

Proposal Date \_\_\_\_\_ Estimate Valid For \_\_\_\_\_ Days