

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0215

Innoprise Contract #: C13-0048

Year: 2013-15

Amount: \$51,000.00

Department: Parks & Bldg Maintenance - Frank Stec

Contract Type: Service

Contractors Name: J.G.S. Landscape Architects, Inc

Contract Description: Landscape Management & Maintenance of R.O.W.
2013 \$51,000
2014 \$52,000
2015 \$53,000

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

May 14, 2013

Mr. John Schiera
J.G.S. Landscape Architects, Inc.
7751 McCarthy Road
Palos Park, Illinois 60464

RE: NOTICE TO PROCEED
Landscape Management & Maintenance of R.O.W.

Dear Mr. Schiera:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of May 14, 2013.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be 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 contract dated April 17, 2013 in an amount not to exceed Fifty One Thousand and No/100 (\$51,000.00) Dollars in 2013; Fifty Two Thousand and No/100 (\$52,000.00) Dollars in 2014; and Fifty Three Thousand and No/100 (\$53,000.00) Dollars in 2015. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

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April 17, 2013

Mr. John Schiera
J.G.S. Landscape Architects, Inc.
7751 McCarthy Road
Palos Park, Illinois 60464

NOTICE OF AWARD – Landscape Management & Maintenance of R.O.W.

Dear Mr. Schiera:

This notification is to inform you that on April 15, 2013, the Village of Orland Park Board of Trustees approved awarding J.G.S. Landscape Architects, Inc. the 3-year contract in accordance with the proposal you submitted dated March 18, 2013, for Landscape Management & Maintenance of R.O.W. for an amount not to exceed Fifty One Thousand and No/100 (\$51,000.00) Dollars in 2013; Fifty Two Thousand and No/100 (\$52,000.00) Dollars in 2014; and Fifty Three Thousand and No/100 (\$53,000.00) Dollars in 2015.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 1, 2013.

1. Enclosed is the Contract for Landscape Management & Maintenance of R.O.W. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP 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 have this faxed to my attention at 708-403-9212 for my review before sending the original.

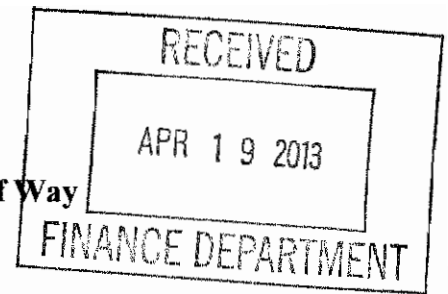
Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,


Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Landscape Management & Maintenance of Rights of Way
(Contract for Services)



This Contract is made this **17th day of April, 2013** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and J.G.S. Landscape Architects 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 Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Request for Proposals
The Instructions to Proposers issued March 11, 2013
This Contract
The Terms and Conditions
The Proposal dated March 18, 2013 as it is responsive to the VILLAGE'S RFP requirements
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:

Landscape Management Services and Maintenance of R.O.W. for plants, beds and hardscapes at the following four Village of Orland Park locations within Village boundaries:

- *143rd Street and LaGrange Road*
- *142nd Street and LaGrange Road*
- *159th Street and LaGrange Road*
- *143rd Street and Harlem Avenue*

Services to be provided include:

1. BI-WEEKLY- MARCH thru NOVEMBER

- a. Weed Control – pulling of weeds and application of approved Contact Herbicide (i.e. Round-Up).*
- b. Debris Removal – Picking up and disposing of debris.*
- c. Watering – Watering any and all newly planted vegetation.*
- d. Dead Limb Pruning – removal of any damaged or broken branches.*

2. SEASONALLY – ONCE in MARCH, MAY, JULY and SEPTEMBER

- a. Pre-emergent Application – apply vegetation pre-emergent in all beds (i.e. Preen).*
- b. Fertilization – apply granular slow release balanced fertilizer at base of shrubs and trees.*
- c. Corrective Pruning – plants to be pruned back per recommended American Nurseryman's Association guidelines to promote healthy growth at proper time.*
- d. Disease and Pest Control – plants and beds to be examined and issues addressed accordingly to prevent and control issues which may negatively affect the healthy growth patterns of plantings.*
- e. Soaking – if low moisture conditions are persistent, watering of supplemental plantings may be required. Water to be provided by contractor, but may be obtained from the Village with prior approval.*
- f. Site Condition Reports – contractor must provide written reports to Village on condition of areas for review and updating services for any revision of needs or requirements.*

3. BEGINNING OF GROWING SEASON – MARCH

- a. Debris Removal – picking up and disposing of debris.*
- b. Deadheading – removal of previous year's perennial flowers and tasseling of grasses.*
- c. Salt Rinsing – all beds shall be soaked to dilute from winter salt accumulation in soil.*
- d. Power Washing -- All hardscapes shall be power washed to remove salt stains and soot from surfaces.*
- e. Mulching – all plant beds and parkway trees be top dressed with minimum of 3" of shredded hardwood bark mulch.*

4. END OF YEAR – NOVEMBER

- a. Leaf Removal – all leaves in bed areas shall be raked out and removed.*
- b. Power Washing – all hardscapes shall be power washed to remove stains and soot from surfaces.*

- c. Winterize – all plants that need to be protected from winter kill and dieback must be blanketed and secured.*
- d. Mulching – all plant beds and parkway trees be top dressed with minimum of 3" of shredded hardwood bark mulch.*

5. WINTER SEASON – DECEMBER, JANUARY and FEBRUARY

- a. Debris Removal – picking up and disposing of debris.*
- b. Repairs – any structural repairs and/or damaged plants removed.*

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

2013: Fifty One Thousand and No/100 (\$51,000.00) Dollars;
2014: Fifty Two Thousand and No/100 (\$52,000.00) Dollars;
2015: Fifty Three Thousand and No/100 (\$53,000.00) Dollars.

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

SECTION 3: ASSIGNMENT: 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: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for three (3) years. This Contract shall terminate upon completion of the WORK or December 31, 2015, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify 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, return receipt requested, 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@orland-park.il.us

To the VENDOR:

John Schiera, President
J.G.S. LandscapeArchitects, Inc.
7751 McCarthy Rd.
Palos Park, IL 60464
Telephone: 708-361-5124
Facsimile: 708-361-8917
e-mail: jgsland@sbcglobal.net

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

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: 4/25/13

FOR: THE CONTRACTOR

By: 

Print Name: JOHN SCHILLER

Its: PRESIDENT

Date: 4/18/13

PROPOSAL SUMMARY SHEET

Landscape Management & Maintenance of R.O.W.

Project Name

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

Organization Name: J. G. S. LANDSCAPE ARCHITECTS, INC

Street Address: 7751 MCARTHY RD

City, State, Zip: PALOS PARK IL 60464

Contact Name: JOHN SCHIRRA

Phone: 708 361 5124 Fax: 708-361-4917

E-Mail address: jgsland@shcglobal.net

FEIN#: [REDACTED]

	2013	2014	2015
Cost of Services per Year	\$ 51,000-	\$ 52,000-	\$ 53,000-

Signature of Authorized Signee: [Signature]

Title: PRESIDENT

Date: 3/18/13

ACCEPTANCE: This proposal is valid for 180 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ 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: STATE OF 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 proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

JGS LANDSCAPE ARCHITECTS, INC. (Corporate Seal)
Business Name

[Signature] JOHN SCHIAPPA
Signature Print or type name

PRESIDENT 3/18/13
Title Date

0030078009

4579/0030 90 001 Page 1 of 2
2003-01-16 10:01:31
Cook County Recorder 22.50Form **BCA-2.10** **ARTICLES OF INCORPORATION**

(Rev. Jan. 1999)

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
http://www.sos.state.il.us

This space for use by Secretary of State

Filed: 11/20/2002

Jesse White Secretary of State

62659599



0030078009

SUBMIT IN DUPLICATE!This space for use by
Secretary of State

Date Filed: 11/20/2002

Franchise Tax \$ 25.00

Filing Fee \$ 75.00

Approved: DH \$100.00

1. CORPORATE NAME: J.G.S. Site Planning, Ltd. JDP

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	William	E.	Gomolinski
	First Name	Middle Initial	Last name
Initial Registered Office:	8855 S. Roberts Road		
	Number	Street	Suite #
	Hickory Hills,	Cook	60457
	City	County	Zip Code

3. Purpose or purposes for which the corporation is organized: 44
(If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful purposes for which corporations may be incorporated under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ NPV	10,000	1,000	\$ 1,000.00

TOTAL = \$ 1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

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R2
M-1
JAN

- OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:
- | Name | Residential Address | City, State, ZIP |
|------|---------------------|------------------|
| | | |
| | | |
| | | |

- 6. OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 28, 2002
 (Month & Day) Year

1. [Signature] Signature and Name

Signature

William E. Gomolinski

(Type or Print Name)

Address

1. 8855 S. Roberts Road

Street

Hickory Hills, IL 60457

City/Town

State

ZIP Code

2.
 Signature

(Type or Print Name)

2.
 Street

City/Town

State

ZIP Code

3.
 Signature

(Type or Print Name)

3.
 Street

City/Town

State

ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
 Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

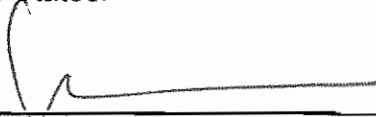
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

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

I, JOHN SCHIETZ, being first duly sworn
certify

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

of JGS LANDSCAPE ARCHITECTS, 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 18 Day
of March, 2013.

Shari Skinkis
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

JGS LANDSCAPE ARCH. having submitted a proposal for
(Name of Contractor)

LANDSCAPE MAINTENANCE
(General Description of Work Proposed on)

VILLAGE R.O.W. to the Village of Orland
Park,

hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 18 Day
of March, 2013.

Shari Skinkis
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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

3/18/13

Subscribed and Sworn To
Before Me This 18 Day
of March, 2013.

Shari Skinkis
Notary Public



TAX CERTIFICATION

I, JOHN SCHIURA, having been first duly sworn depose and state as follows:

I, JOHN SCHIURA, am the duly authorized agent for JGS LANDSCAPE ARCHITECTS, INC, which has submitted a proposal to the Village of Orland Park for VILLAGE P.O.W. LANDSCAPE MAINTENANCE and I hereby certify
(Name of Project)

that JOHN SCHIURA / JGS LANDSCAPE ARCHITECTS is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: PRESIDENT

Subscribed and Sworn To
Before Me This 18 Day
of March, 2013.

Shari Skinkis

Notary Public



REFERENCES

(Please Print or Type)

ORGANIZATION THUNDERBIRD LLC - WOODEN PATH ESTATES

ADDRESS 7750 W 183RD

CITY, STATE, ZIP ORLAND PARK IL 60462

PHONE NUMBER 847-718-9300

CONTACT PERSON KEVIN PRUSKY

DATE OF PROJECT FALL 2011 - PRESENT

ORGANIZATION CHICAGO PARK DISTRICT - THE GREEN & GRANT PARK

ADDRESS 300 E MONROE

CITY, STATE, ZIP CHICAGO IL 60601

PHONE NUMBER 312-593-5995

CONTACT PERSON JUDY JACOBS

DATE OF PROJECT 2006 - 2009

ORGANIZATION HAWMARK & JOHNSON - WOODLANDS RESIDENCES

ADDRESS 3423 S. COTTAGE GROVE

CITY, STATE, ZIP CHICAGO IL 60616

PHONE NUMBER 815-351-5389

CONTACT PERSON JOHN VANH

DATE OF PROJECT FALL 2012

Proposer's Name & Title: JOHN SCHIOPPA - PRESIDENT

Signature and Date:  3/18/13

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

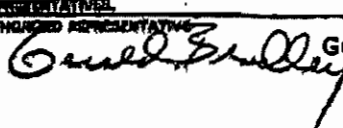
ACCEPTED & AGREED THIS 18 DAY OF MARCH, 2013

Signature

PRESIDENT JOHN SCHUBA
Printed Name & Title

Authorized to execute agreements for:

JCS LANDSCAPE ARCHITECTS
Name of Company

AGORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE ISSUED/REVISED 5/13/13
PRODUCER Olympia Insurance Agency c/o Midwest Security Ins. Services P.O. Box 422 Florence, IL 60422			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED JGS Landscape Architects Inc. 7751 W. McCarthy Rd. Palos Park, IL 60464			INSURERS AFFORDING COVERAGE INSURER A: <u>Nautilus Insurance Company</u> INSURER B: <u>Artisan and Truckers Cas. Co.</u> INSURER C: <u>Liberty Mutual</u> INSURER D: INSURER E:		NAIC #	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THIS INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
POLICY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A X	GENERAL LIABILITY	NN242851	9/29/12	9/29/13	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED	\$ 50,000
	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$1,000,000
	GENERAL AGGREGATE LIMIT APPLIES FOR				GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PRO ☐ LOC				PRODUCTS - COMP/OP AGG	Included
B X	AUTOMOBILE LIABILITY	07652940-2	9/29/12	9/29/13	CONVINCED SINGLE LIMIT (Per accident) \$1,000,000	
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per person)	\$
	☐ HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	☐ NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	GARAGE LIABILITY				EACH OCCURRENCE	\$
	☐ ANY AUTO				AGGREGATE	\$
	EXCESS/UMBRELLA LIABILITY					\$
	☐ OCCUR ☐ CLAIMS MADE					\$
	☐ DEDUCTIBLE					\$
	RETENTION					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCS-348-526306-22	10/2/12	10/2/13	☒ WC STAT. ☒ TORT LIMITS ☒ BIL. ☒ AD	
	ANY PROPERTY DAMAGE/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EA EACH ACCIDENT	\$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE	\$ 800,000
	OTHER				EA DISEASE - POLICY LIMIT	\$ 500,000
A	Excess Liability	AN011300	5/13/13	5/13/14	Ea. Loss Limit \$2,000,000 Aggregate Limit	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Waiver of Subrogation in favor of the Village of Orland Park						
CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravinia Avenue Orland Park, IL 60462 Attn: Denise Domalewski Contract Administrator			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  Gerald A. Bradley			



CONTINUATION CERTIFICATE

In consideration of the sum of ONE HUNDRED AND 00/100 (\$ 100.00*****) Dollars,
the Pekin Insurance Company hereby continues in force Bond No. B179489 L&P00054872
in the sum of TWENTY THOUSAND AND 00/100 (\$ 20,000.00***) Dollars,
on behalf of JGS LANDSCAPE ARCHITECTS INC
in favor of VILLAGE OF ORLAND PARK, ILLINOIS
described as LANDSCAPE ARCHITECT
for the term beginning on the THIRD day of OCTOBER, 2012, and ending
on the THIRD day of OCTOBER, 2013, subject to all the covenants and
conditions of said Bond heretofore issued.

This confirmation is issued upon the express condition that the liability of the Pekin Insurance Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this TWENTY-FIFTH day of JULY, 2012

PEKIN INSURANCE COMPANY

By Michael Norton
Michael Norton - Assistant Secretary