

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

**Legistar File ID#:** 2014-0025

**Innoprise Contract #:** C14-0033

**Year:** 2014-16

**Amount:**

**Department:** Parks - Frank Stec

**Contract Type:** Purchase of Goods and Services

**Contractors Name:** Mid America Tree & Landscape Inc

**Contract Description:** Tree Purchase and Planting 2014-16  
2014 \$200; 2015 \$205; 2016 \$210/tree

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

May 7, 2014

Mr. Joe Limanowski  
Mid-America Tree & Landscape, Inc.  
P.O. Box 347  
Mokena, Illinois 60448

**RE: *NOTICE TO PROCEED***  
***Tree Purchase & Planting 2014-2016***

Dear Mr. Limanowski:

This notification is to inform you that the Village of Orland Park has finalized the contracts for *Tree Purchase & Planting 2014-2016*

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

The Village has processed Purchase Order #14-001373 for this contract/service. 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.

For your records, I have enclosed one (1) original executed contract dated April 18, 2014 at the stated per tree rates. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:  
cc: Frank Stec

**VILLAGE OF ORLAND PARK**  
**Tree Purchase and Planting 2014-2016**  
(Contract for Purchase of Goods and Services)

This Contract is made this **18th day of April, 2014** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Mid America Tree & Landscape, Inc. (hereinafter referred to as the "VENDOR").

**WITNESSETH**

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

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

The Contract  
The Terms and Conditions pertaining to the Contract  
The Request for Proposals  
The Instructions to Proposers  
The Proposal as it is responsive to the VILLAGE's RFP requirements  
All Certifications required by the VILLAGE  
Certificates of Insurance

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

*Tree Purchase and Planting – 3" diameter trees to be planted in the parks and or on Village properties for the Village of Orland Park.*

(Hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

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

and further described below:

Purchase and planting of trees in parks and parkways must comply with all Village rules and specifications.

- A. The successful tree contractor will need to replant a total of 2,305 trees every year (2 seasons, spring and fall) during FY 2014, FY 2015 and FY 2016. The contractor could reasonably split up the plantings for the spring and fall season of each year (approximately 1,200 trees to be planted in the spring and 1,200 trees to plant in the fall).
  - a. Contractor shall provide a hanging or wrapped plant identification label on every parkway tree planted. Trees planted in municipal parks will not require labeling. The labels shall be generally weather resistant and contain at minimum, the common tree name and its scientific name.
- B. Before digging, the Village reserves the right to tag all trees. Trees growing more than 55 miles from Orland Park must be shipped to a location no more than 55 miles from Orland Park for inspection and possible tagging. Proposer shall be required to remove any trunk wrappings prior to inspection. The Village shall not be required to accept or pay for any shipped trees which, in the opinion of the Director of Parks/Public Works or his authorized representative, do not meet specifications. The successful proposer must be able to furnish and plant the trees being proposed within 30 calendar days after receipt of order. Spring planting should be completed by June 15th of each respective year if at all possible, with June 30th being the absolute latest acceptable planting date. Fall planting must be completed before the ground freezes.
- C. All bid prices are to include planting and a minimum one year warranty. All trees which die or fail to grow adequately in the opinion of the Director of Parks/Public Works within one year after planting must be replaced the same or the following planting season.
- D. All proposers will guarantee that the new plantings will remain upright for 45 days after planting or they will have to return and straighten same and stake if necessary, include proper drawing for staking. All guy wires must have appropriate warning flags.
- E. The Village will mark the curbing for the location of the new planting. All trees must be entered in the parkways at that point, unless otherwise directed.
- F. It is not possible to specify the exact count or species of trees desired. Quantities specified on proposal sheet are estimates provided for proposal purposes only. The Village reserves the right to increase or decrease quantities, if this is determined to be in the best interests of the Village. Full payment will be made by the Village to the successful proposer.

**G. Contractors are required to:**

- a. Contractors shall contact Parks/Public Works office (708)403-6219 / (708)403-6350 one week prior to planting.
  - b. Contractor must call J.U.L.I.E. 48 hours before digging 800-892-0123
  - c. During planting season, the contractor must submit weekly progress reports containing planting addresses with corresponding name and species of tree planted. Progress reports should be emailed weekly to [publicworks@orland-park.il.us](mailto:publicworks@orland-park.il.us) or dropped off at the Public Works Administrative office at 15655 Ravinia Avenue, Orland Park, Illinois, or faxed to (708) 403-8798.
  - d. It will be the Village's responsibility to notify the contractor for any replacement/warranty work. Contractor must satisfactorily handle all complaints.
- H. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.**
- I. Before work begins, Contractor shall provide proof of possession of either a valid Village of Orland Park business license or a contractor's license.**
- J. The Village reserves the right to require waivers on all work completed before any funds are released to contractor for services rendered.**
- K. The Village reserves the right to accept or reject any or all proposals and to make the award or awards in the best interest of the Village.**

**Site Preparations**

**LANDSCAPE ORDINANCE SECTION 15K.12 - INSTALLATION AND MAINTENANCE STANDARDS.**

- A. All plant material shall be free of disease when installed;
- B. All plant material shall be installed in a fashion that ensures the availability of sufficient soil and water to sustain healthy growth;
- C. All plant material shall be planted with a minimum of six (6) inches of organic soil and mulched to depth of three (3) inches. All trees shall be properly guyed or stacked at time of planting;

- D. All plant material shall be planted in a manner, which is not intrusive to utilities or pavement;
- E. All plant material shall be as a requirement of this section replaced within thirty (30) if it dies or becomes diseased or damaged, or shall be replaced at beginning of next growing season it dies or becomes damaged or diseased during the Fall or Winter;
- F. A parkway tree shall be maintained by adjacent property owners unless it is maintained by some government agency;
- G. All earth berm locations shall be reviewed by the Village as to how the berms relate to drainage and public utilities;
- H. All Trees shall be planted with 4 ounces of Terra Sorb.

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

TOTAL COST: \$200 per tree for 2014 plantings; \$205 per tree for 2015 plantings; and \$210 per tree for 2016 plantings

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

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

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

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

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

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

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

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

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

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of

the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212

**To the CONTRACTOR:**

Joe Limanowski  
Mid America Tree & Landscape, Inc.  
P.O. Box 347  
Mokena, Illinois 60448  
Telephone: 708-479-7510  
Facsimile: 708-479-9493

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.

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

**SECTION 9: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar



services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

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

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

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

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

FOR: THE VILLAGE

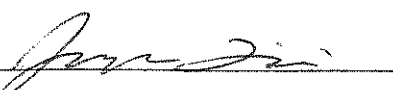
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 5/5/14

FOR: THE VENDOR

By: 

Print Name: Joseph Limanowski

Its: President

Date: 4/22/14

**TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS**

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

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

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

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

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

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

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to

the VILLAGE before final voucher on the contract is issued.

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

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



# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **REQUEST FOR PROPOSALS**

**TREE PURCHASE AND PLANTING 2014-2016**

**ISSUED**

**TUESDAY, NOVEMBER 26, 2013**

**PROPOSALS DUE**

**MONDAY, DECEMBER 16, 2013  
11:00 A.M.**

**Mid America Tree & Landscape, Inc.**

**P.O. Box 347  
Mokena, IL 60448  
708/479-7510  
708/479-9493 fax**

December 15, 2013

Village of Orland Park  
14700 Ravinia Ave.  
Orland Park, IL 60462

To Whom It May Concern:

We are please to submit our bid the the 2014-2016 Tree Purchase and Planting Program for the Village of Orland Park.

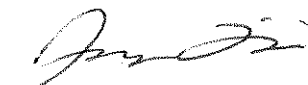
We currently own a 38 acre tree nursery located at 9909 W. 187<sup>th</sup> Street, Mokena, IL; as well as a 78 acre tree nursery on South Eagle Lake Rd., Andres, IL that will supply trees needed to satisfy this tree planting contract. Both nurseries are inspected and certified by the USDA and IL Department of Agriculture.

Mid America Tree & Landscape, Inc. has provided The Village of Orland Park Parks Department with 50/50 Tree Planting from 2008 – 2010. Mid America has also provided Tree Replacement Planting for both the Village of Orland Park Parks and Public Works Departments from 2011 – 2013. We have also provided trees to the Village of Mokena Public Works Dept., The Mokena Community Park District, as well as the Frankfort Township Road Commission.

Mid America Tree & Landscape, Inc. owns the proper equipment necessary to complete the tree planting in a timely and orderly manner as specified.

We look forward to working with the Village of Orland Park on the 2014-2016 Tree Purchase and Planting Program.

Respectfully,



Joseph Limanowski  
President

**PROPOSAL SUMMARY SHEET  
TREE PURCHASE AND PLANTING 2014-2016**

| Scientific Name                 | Common Name                   | Diameter | Cost per tree<br>2014 | Cost per tree<br>2015 | Cost per tree<br>2016 |
|---------------------------------|-------------------------------|----------|-----------------------|-----------------------|-----------------------|
| Tilia X Flavescens              | Glenleven Linden              | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Miyabei                    | State Street Maple            | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Ulmus Americana                 | American Elm Princeton        | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Tilia X Euchlora                | Redmond Linden                | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Platanoides                | Norway Maple                  | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Rubrum                     | Brandy Wine Maple             | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Rubrum                     | Red Sunset Maple              | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Platanus x<br>acerifolia        | London Sycamore<br>(Sycamore) | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Tilia Cordata                   | Little Linden                 | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Gleditsia<br>Trriananthos       | Shademaster Honey<br>Locus    | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Rubum                      | Red Maple                     | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Ulmus                           | Accolade Elm                  | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Platanoids                 | Crimson King Norway<br>Maple  | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Truncatum X<br>Platanoides | Pacific Sunset Maple          | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |
| Acer Rubrum                     | October Glory Maple           | 3"       | 200. <sup>00</sup>    | 205. <sup>00</sup>    | 210. <sup>00</sup>    |

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

Organization Name: Mid America Tree & Landscape, Inc.

Street Address: P.O. Box 347

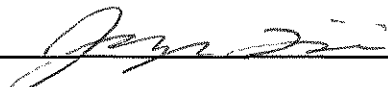
City, State, Zip: Mokena, IL 60448

Contact Name: Joe Limanowski

Phone: 708/479-7510 Fax: 708/479-9493

E-Mail address: midam347@netzero.net

FEIN#: 36-3065477

Signature of Authorized Signee: 

Title: President Date: 12/15/13

ACCEPTANCE: This proposal is valid for 60 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.

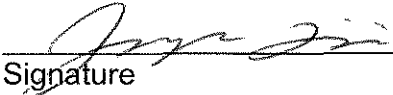
\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: IL  
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.

Mid America Tree & Landscape, Inc. (Corporate Seal)  
Business Name

 Joseph Limanowski  
Signature Print or type name

President 12/15/13  
Title Date

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

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

I, Barbara Limanowski, being first duly sworn certify

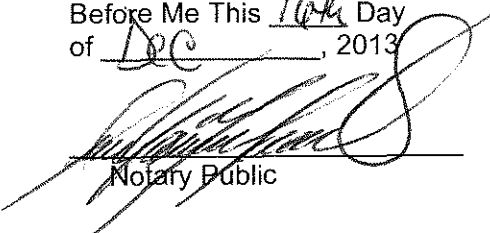
and say that I am Secretary  
(insert "sole owner," "partner," "president," or other proper title)

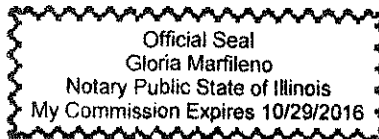
of Mid America Tree & Landscape, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense 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 16th Day  
of Dec, 2013

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





## SEXUAL HARASSMENT POLICY

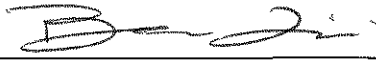
Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"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)

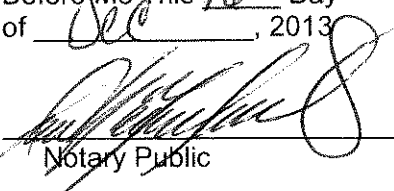
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

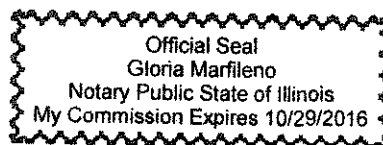
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Barbara Limanowski, having submitted a proposal for  
Mid America Tree & Landscape, Inc (Name of Contractor) for  
Tree Planting (General Description of Work Proposed on) 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:   
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 10th Day  
of Dec, 2013

  
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.

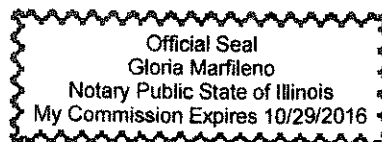
**ACKNOWLEDGED AND AGREED TO:**

BY: Benz

DATE: 12-16-13

Subscribed and Sworn To  
Before Me This 16th Day  
of Dec, 2013

[Signature]  
Notary Public



## TAX CERTIFICATION

I, Barbara Limanowski, having been first duly sworn depose and state as follows:

I, Barbara Limanowski, am the duly authorized agent for Mid America Tree & Landscape Inc., which has

submitted a proposal to the Village of Orland Park for

Tree Purchase and Planting and I hereby certify  
(Name of Project)

that Mid America Tree & Landscape Inc. 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

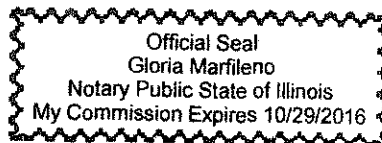
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: B. Limanowski

Title: Secretary

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

[Signature]  
Notary Public



## REFERENCES

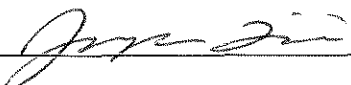
(Please Print or Type)

ORGANIZATION Village of Orland Park  
ADDRESS 14700 Ravinia Ave.  
CITY, STATE, ZIP Orland Park, IL 60462  
PHONE NUMBER 403-6219  
CONTACT PERSON Frank Stec  
DATE OF PROJECT 2008 - 2013 Tree Planting Programs

ORGANIZATION Village of Orland Park  
ADDRESS 15655 Ravinia Ave.  
CITY, STATE, ZIP Orland Park, IL 60462  
PHONE NUMBER 403-6350  
CONTACT PERSON John Ingram  
DATE OF PROJECT 2010 Tree Planting as requested  
2011 - 2013 Tree Planting Programs

ORGANIZATION Frankfort Township Road District  
ADDRESS 9434 W. LaPorte Rd.  
CITY, STATE, ZIP Mokena, IL 60448  
PHONE NUMBER 815/469-4907  
CONTACT PERSON Bill Carlson  
DATE OF PROJECT 2013 Tree Program

Proposer's Name & Title: Mid America Tree & Landscape, Inc.  
Joseph Limanowski, Pres.

Signature and Date:  12/15/13

## INSURANCE REQUIREMENTS

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

ACCEPTED & AGREED THIS 15<sup>th</sup> DAY OF December, 2013

Blimanski

Signature

Barbara Limanski, Secretary

Printed Name & Title

Authorized to execute agreements for:

Mid America Tree & Landscape, Inc.

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

MIDAM-2

OP ID: YC

DATE (MM/DD/YYYY)

05/23/2013

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><br>Columbian Agency<br>www.columbianagency.com<br>1005 Laraway Road<br>New Lenox, IL 60451<br>Robert H Walker |  | <b>Phone:</b> 815-485-4100                               | <b>CONTACT NAME:</b> Tammy Cramer-Mance  |
|                                                                                                                               |  | <b>Fax:</b>                                              | <b>PHONE (A/C No. Ext):</b> 815-215-4709 |
|                                                                                                                               |  |                                                          | <b>FAX (A/C No.):</b> 815-215-4749       |
|                                                                                                                               |  | <b>E-MAIL ADDRESS:</b> tcramer-mance@columbianagency.com |                                          |
|                                                                                                                               |  | <b>INSURER(S) AFFORDING COVERAGE</b>                     |                                          |
|                                                                                                                               |  | <b>INSURER A:</b> Iowa Mutual Ins Co                     |                                          |
|                                                                                                                               |  | <b>INSURER B:</b> Travelers Property Casualty            |                                          |
|                                                                                                                               |  | <b>INSURER C:</b>                                        |                                          |
|                                                                                                                               |  | <b>INSURER D:</b>                                        |                                          |
|                                                                                                                               |  | <b>INSURER E:</b>                                        |                                          |
|                                                                                                                               |  | <b>INSURER F:</b>                                        |                                          |

|                |                                                                |                            |  |                         |  |
|----------------|----------------------------------------------------------------|----------------------------|--|-------------------------|--|
| <b>INSURED</b> | Mid America Tree & Landscape<br>PO Box 347<br>Mokena, IL 60448 | <b>CERTIFICATE NUMBER:</b> |  | <b>REVISION NUMBER:</b> |  |
|----------------|----------------------------------------------------------------|----------------------------|--|-------------------------|--|

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                                                                                                                                                                                                     | ADOL SUBR INSR WVR                                                      | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL LIABILITY</b>                                                                                                                           |                                                                                                                                                                                                                       |                                                                         |                    |                         |                         |                                                                                                                                                                                                                                                 |
| A                                                                                                                                                  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                    | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | AO28862GL          | 05/23/2013              | 05/23/2014              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP OF AGG \$ 2,000,000<br>\$ |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PRO-<br>JEC <input type="checkbox"/> LOC <input type="checkbox"/> |                                                                                                                                                                                                                       |                                                                         |                    |                         |                         |                                                                                                                                                                                                                                                 |
| <b>AUTOMOBILE LIABILITY</b>                                                                                                                        |                                                                                                                                                                                                                       |                                                                         |                    |                         |                         |                                                                                                                                                                                                                                                 |
| A                                                                                                                                                  | <input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | <input type="checkbox"/> <input checked="" type="checkbox"/>            | AO28862EA          | 05/23/2013              | 05/23/2014              | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A                                                                                                                                                  | <input checked="" type="checkbox"/> UMBRELLA LIAB<br>EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                 | <input checked="" type="checkbox"/> <input type="checkbox"/>            | AO28862UC          | 05/23/2013              | 05/23/2014              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| DED <input checked="" type="checkbox"/> RETENTION \$ NONE                                                                                          |                                                                                                                                                                                                                       |                                                                         |                    |                         |                         |                                                                                                                                                                                                                                                 |
| A                                                                                                                                                  | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                         | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N        | AO28862WC          | 05/23/2013              | 05/23/2014              | <input checked="" type="checkbox"/> WGS STATU-<br>TORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EX-EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                |
| B                                                                                                                                                  | Equipment Floater                                                                                                                                                                                                     |                                                                         | QT6602A252988TIL12 | 05/23/2013              | 05/23/2014              | Leased & Rented \$ 50,000                                                                                                                                                                                                                       |

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

It is agreed that those listed on the attached are added as additional insureds on a primary non contributory basis if required by written contract on the general liability policy with respects to all projects with the Village of Orland Park. A waiver of subrogation is added in favor of the additional insureds on the General Liability & Workers Comp Policies.

|                                                                            |                                                                                                                                                                |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b>                                                  | <b>CANCELLATION</b>                                                                                                                                            |
| VOFORLA                                                                    | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| VILLAGE OF ORLAND PARK<br>14650 S. RAVINIA AVENUE<br>ORLAND PARK, IL 60462 | AUTHORIZED REPRESENTATIVE<br><i>Robert H Walker</i>                                                                                                            |

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