Contract #365

Clerk's Contract and Agreement Cover Page

Year:		**Legistar File ID#:**	2007-0453
Multi Year:	☑	**Amount**	$26,250.00

Contract Type:	Goods/Services
Contractor's Name:	Mid-America Tree & Landscape
Contractor's AKA:	
Execution Date:	9/4/2007
Termination Date:	9/30/2010
Renewal Date:	
Department:	Parks & Building Maintenance
Originating Person:	Frank Stec

Contract Description: 50/50 Tree Pruchase and Planting program 2008-2010

RECEIVED
SEP - 7 2007
CLERK'S OFFICE

Thursday, September 06, 2007

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

VILLAGE HALL

September 6, 2007

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

RE: ***NOTICE TO PROCEED***
50/50 Tree Purchase & Planting Program for 2008-2010

Dear Mr. Limanowski:

This notification is to inform you that the Village of Orland Park has finalized the contracts for the *50/50 Tree Purchase & Planting Program for 2008-2010*. Please note the correction to the date under Section 4 Term of the Contract. The WORK shall commence on October 1, 2007, not 2008.

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 September 4, 2007 for the *50/50 Tree Purchase & Planting Program for 2008-2010* and I am returning your bid deposit. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

August 14, 2007

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

NOTICE OF AWARD – 50/50 Tree Purchase & Planting Program 2008-2010

Dear Mr. Limanowski:

This notification is to inform you that on August 6, 2007, the Village of Orland Park Board of Trustees approved awarding Mid America Tree & Landscape, Inc. the contract in accordance with the bid you submitted dated July 10, 2007, for 50/50 Tree Purchase & Planting Program for an amount not to exceed Two Hundred Fifty and No/100 ($250.00) Dollars per tree. **You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by August 28, 2007.**

1. I am enclosing the Contract for the 50/50 Tree Purchase & Planting Program 2008-2010. Please sign two (2) copies and return them both directly to me. Do not date the first page of the contract. I will obtain signatures to fully execute and date the Contract and one original executed Contract will be returned to you.

2. A current contractor's license is on file with the Village, however, the surety bond has expired. Please submit a current bond.

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 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 bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

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

This Contract is made this 4th day of September, 2007 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 "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.

This Contract
The Terms and Conditions
Exhibit A Special Conditions
Exhibit B Site Preparations
The Invitation to Bid
The Instructions to the Bidders
The Bid Proposal as it is responsive to the VILLAGE's Bid 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 CONTRACTOR the following:

50/50 Tree Purchase and Planting – 3" caliber trees to be planted in the parkways for the Village of Orland Park and its residents.

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S bid 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 CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK").

The VILLAGE agrees to pay the CONTRACTOR 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: $250.00 per tree each year for three (3) years, 2008, 2009 and 2010

(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 express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on its date of execution. Acceptance of the GOODS shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the CONTRACTOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The CONTRACTOR 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 CONTRACTOR shall be considered to be in breach of the terms of the Contract.

s/b 2007

The WORK shall commence on October 1, 2008 and continue expeditiously for three (3) years from that date. This Contract shall terminate on September 30, 2010, 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: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the VILLAGE and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

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 Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor 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. Contractor 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.

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

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

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
e-mail:

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 CONTRACTOR 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 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 10: 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 11: 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 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	FOR: THE CONTRACTOR
By:	By:
Print Name: Robert J. Zeder	Print Name: Joseph Limanowski
Its: Village Manager	Its: President
Date: 9-4-07	Date:

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL _____
Initial here if faxing

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the CONTRACTOR 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 CONTRACTOR or require the CONTRACTOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The CONTRACTOR 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.

CONTRACTOR 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.*)

CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and CONTRACTOR 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 CONTRACTOR.

EXHIBIT A
Special Conditions

A) 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. Contractor 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 or his authorized representative, do not meet specifications. The contractor must be able to furnish and plant the trees within 30 calendar days after receipt of order. Spring planting should be completed by May 15, 2008,(and May 2009, 2010 for future years) if at all possible, with June 1 being the absolute latest acceptable planting date. Fall planting must be completed before the ground freezes.

B) All prices 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 within one year after planting must be replaced the same or the following planting season.

C) Contractor guarantees 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.

D) The Village will mark the curbing for the location of the new planting. All trees must be centered in the parkways at that point, unless otherwise directed.

E) It is estimated that 100 – 400 trees will be purchased on this contract. Full payment, minus retainer, to be made by the Village to Contractor. The trees identified as 50/50 parkway trees is a share-cost program with the residents, hence it is not possible to specify the exact count nor species of trees until after the bid results are made public and forwarded to the residents. Quantities specified on bid sheet are estimates for bidding 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.

H) Contractor must:

1. Contact the Parks office (708) 403-6219 one week prior to planting. This is imperative so that letters can be sent out to all participants to mark the area where trees are to be planted.

2. Call J.U.L.I.E. 48 hours before digging 800-892-0123.

3. Check in daily, during planting, with the Director of Parks Office at the Village Hall, 14700 Ravinia Avenue, Orland Park, IL to report progress and problems. Progress reports

may also be faxed (708-403-6289) stating date, address of planting and schedule of projections, etc.

4. Satisfactorily handle all complaints. It will be the owner's responsibility to notify the contractor for any replacement/warranty work.

I) 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.

J) Insurance Coverage specified herein and the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Contract. Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amount of insurance, in his own judgment, which may be necessary for his protection in the prosecution of the work.

K) Before work begins Contractor shall provide proof of possession of either a valid Village of Orland Park business license or a contractor's license.

L) The Village reserves the right to require waivers on all work completed before any funds are released to contractor for services rendered.

EXHIBIT B
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, shall be replaced within thirty (30) days if it dies or becomes diseased or damaged, or shall be replaced at beginning of next growing season if 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.

BIDDER SUMMARY SHEET

50/50 Tree Purchase and Planting
Project Name

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

Mid America Tree & Landscape, Inc.
Firm Name

P.O. Box 347
Street Address

Mokena IL 60448
City State Zip

Joe Limanowski
Contact Name

X
Signature of Authorized Signee

Corp. Secretary
Title

708/479-7510
Phone

708/479-9493
Fax

E-mail address

36-3065477
FEIN #

July 10, 2007
Date

Total Bid Price: (2008) $ 26,250.00

NOTICE TO CUSTOMERS

The purchase of an Indemity Bond may be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen.

16612 / M 1349233

sbt

Suburban Bank & Trust
150 BUTTERFIELD ROAD
ELMHURST, IL 60126
(630) 279-1300

0719

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

RUB HERE COLOR FADES WITH HEAT

4973455232

MID AMERICA TREE & LANDSCAPE, INC.
REMITTER

DATE 07/11/07

69-35
519

PAY TO THE ORDER OF VILLAGE OF ORLAND PARK $ 2,625.00

TWO THOUSAND SIX HUNDRED TWENTY FIVE AND 00/100USDOLLARS DOLLARS

CASHIER'S CHECK

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PAYABLE THROUGH BB&T, CHARLESTON, WV

TWO SIGNATURES REQUIRED ON ITEMS OVER $50,000.

COUNTERSIGNATURE

⑈0519003531⑆00497 3455232 1⑈

BIDDER UNIT PRICE SHEET

SECTION 1 – TREES – Spring *Exact quantity not known (50/50 Parkway & Replacement)

Quantity Desired	Scientific Name	Common Name	Diameter	Bid/Cost per tree 2008	Bid/Cost per tree 2009	Bid/Cost per tree 2010
15 *each	Tilia Cordata	Little Linden	3"	250.00/tree	250.00/tree	250.00/tree
15 *each	Gleditsia Trriancanthos	Shademaster Honey Locus	3"	250.00/tree	250.00/tree	250.00/tree
15 *each	Acer Rubum	Red Maple	3"	250.00/tree	250.00/tree	250.00/tree
15 *each	Ulmus	Accolade Elm	3"	250.00/tree	250.00/tree	250.00/tree
15 * each	Acer Platanoids	Crimson King Norway Maple	3"	250.00/tree	250.00/tree	250.00/tree
15 * each	Acer Truncatum X Platanoides	Pacific Sunset Maple	3"	250.00/tree	250.00/tree	250.00/tree
15* each	Acer Rubrum	October Glory Maple	3"	250.00/tree	250.00/tree	250.00/tree
105			TOTAL	26,250.00	26,250.00	26,250.00

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

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

I, Barbara Limarowski, 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.

Sec

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 11th Day
of July, 2007.

Ryan Marcus
Notary Public

"OFFICIAL SEAL"
RYAN MARCUS
Notary Public, State of Illinois
My Commission Expires 8/31/2010

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 contractor'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."

I, Barbara Limanowski, having submitted a bid for Mid America Tree & Landscape, Inc.

(Name of Contractor)

for 50/50 Tree Purchase and Planting (General Description of Work Bid 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: [signature], Sec.

Authorized Agent of Contractor

Subscribed and sworn to before me this 11th day of July, 2007.

Ryan Marcus

Notary Public

"OFFICIAL SEAL"
RYAN MARCUS
Notary Public, State of Illinois
My Commission Expires 8/31/2010

EQUAL EMPLOYMENT OPPORTUNITY

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

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

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

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

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and

Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____, Secretary

ATTEST: _____ Pres.

DATE: July 10, 2007

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 bid to the Village of Orland Park for 50/50 Tree Purchase and Planting (Name of Project) and I hereby certify 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: [signature]

Title: Secretary

Subscribed and Sworn to
Before me this 11th
Day of July, 2007

Ryan Marcus
Notary Public

"OFFICIAL SEAL"
RYAN MARCUS
Notary Public, State of Illinois
My Commission Expires 8/31/2010

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

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

Contractor: Mid America Tree & Landscape, Inc.

By: _____
(Authorized Officer)

Subscribed and Sworn to
before me this 11th day
of July, 2007

Ryan Marcus
Notary Public

"OFFICIAL SEAL"
RYAN MARCUS
Notary Public, State of Illinois
My Commission Expires 8/31/2010

REFERENCES

(Please type)

ORGANIZATION Village of Orland Park

ADDRESS 14700 S. Ravinia Ave.

CITY, STATE, ZIP Orland Park, IL 60462

PHONE NUMBER 403-6139

CONTACT PERSON Frank Stec

DATE OF PROJECT Present

ORGANIZATION Village of Orland Park

ADDRESS 15655 S. Ravinia Ave

CITY, STATE, ZIP Orland Park, IL 60462

PHONE NUMBER 403-6350

CONTACT PERSON Tom Martin

DATE OF PROJECT Present

ORGANIZATION Village of Mokena

ADDRESS 11004 Carpenter Street

CITY, STATE, ZIP Mokena, IL 60448

PHONE NUMBER 479-3927

CONTACT PERSON Ruth Weidner

DATE OF PROJECT Present

Bidder's Name: Mid America Tree & Landscape, Inc.

Signature & Date: [signature], Sec. July 10, 2007

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

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
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 10 DAY OF July, 2007

Signature

Barbara Umarowski, Secretary
Printed Name & Title

Authorized to execute agreements for:

Mid America Tree & Landscape, Inc.
Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR SB
MIDAM-2

DATE (MM/DD/YYYY)
05/23/07

PRODUCER
Columbian Agency
www.columbianagency.com
1005 Laraway Road
New Lenox IL 60451
Phone: 815-485-4100

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

Mid America Tree & Landscape
PO Box 347
Mokena IL 60448

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	AMCO Ins Co	
INSURER B:	Allied Prop & Casualty Ins	
INSURER C:		
INSURER D:		
INSURER E:		

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, THE 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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	MCTO7131248074	05/23/07	05/23/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAPC7131248074	05/23/07	05/23/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ NONE	CAA7131248074	05/23/07	05/23/08	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCP7131248074	05/23/07	05/23/08	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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 liab per attached CG7160 08/04 and CG2033 07/04 as respects all work performed for the Village. A waiver of subrogation is added in favor of the additional insureds on the GL and WC.

CERTIFICATE HOLDER

VOFORLA

Village of Orland Park
14650 S Ravinia Ave.
Orland Park IL 60462

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
George F Pfam. Kos Jr.

Additional Insureds:

Village of Orland Park, its affiliated and subsidiary companies and their respective officers, directors, employees and agents.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 71 60 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement the following provisions apply:

1. We will have the right and duty to defend the additional insured against any "suit" seeking damages to which this endorsement applies. However, our duty to defend the additional insured is limited to defending only those claims or "suits" specifically pertaining to "bodily injury" or "property damage" caused by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". We will have no duty to defend any claims or "suit" pertaining to any other liability on the part of the additional insured.
2. This insurance does not apply to liability arising out of the sole negligence or willful misconduct of the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

This insurance does not apply to:

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

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Endorsement No.
Insured

Policy No.
Premium $

Countersigned By _____