#422

Clerk's Contract and Agreement Cover Page

Year:	2008-1	**Legistar File ID#:**	2008-0116
Multi Year:	☑	**Amount**	$30,000.00

Contract Type:	Goods
Contractor's Name:	Mid America Tree & Landscape
Contractor's AKA:	
Execution Date:	3/4/2008
Termination Date:	12/31/2010
Renewal Date:	3/4/2009
Department:	Parks & Building Maintenance
Originating Person:	Frank Stec

Contract Description: Perennial & Annual Flowers and Plants 2008-2010

RECEIVED
APR - 9 2008
CLERK'S OFFICE

Wednesday, April 09, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

VILLAGE HALL

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

April 9, 2008

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

RE: ***NOTICE TO PROCEED***
Perennial & Annual Flowers and Plants 2008-2010

Dear Mr. Limanowski:

This notification is to inform you that the Village of Orland Park has finalized the contracts for the Perennial & Annual Flowers and Plants 2008-2010.

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

The Village has processed Purchase Orders #047581 for this contract/service and faxed this to your company on April 9, 2008. 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 March 4, 2008 for the Perennial & Annual Flowers and Plants 2008-2010. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable
14700 Ravinia Avenue
Orland Park, Illinois 60462-3167
Phone: (708) 403-6180
Fax: (708) 403-9212

Page: 1

Purchase Order Number: 047581

Purchase Order Date: 03/18/08

PURCHASE ORDER

To:

MID AMERICA TREE &
LANDSCAPE, INC.
9909 W. 187TH STREET
MOKENA, IL 60448

Ship to:

VILLAGE OF ORLAND PARK

-----, IL -----

Vendor No.
2842

Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.

Sales Tax Exempt # E9998 1807 05

Deliver By	Vendor Phone Number	Vendor Fax Number	Terms
03/04/08	TEL# (708) 479-7510	FAX# (708) 479-9493	NET

Confirm To	Confirm By	Requisitioned By
	JUDY KONOW	FRANK STEC

Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date
		28340034516330		48921	03/04/08

Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost
1	30000.00	DL	PERENNIALS AND ANNIAL FLOWERS AS PER BID	1.0000	30000.00
			SUB-TOTAL		30000.00
			TOTAL		30000.00
			REMARKS: BOARD APPROVED 3/3/08 2008-0116		

Authorized By: Judy Konow Faxed: 4-9-08 dd Phoned: _____ Mailed: _____

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

VILLAGE HALL

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

March 5, 2008

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

NOTICE OF AWARD – Perennial & Annual Flowers and Plants 2008-2010

Dear Mr. Limanowski:

This notification is to inform you that on March 3, 2008, 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 January 31, 2008, for Perennial and Annual Flowers and Plants for 2008, 2009 and 2010 for an amount not to exceed unit prices as stated in the bid.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 19, 2008.

1. I am enclosing two (2) copies of the Contract for Perennial and Annual Flowers and Plants for 2008, 2009 and 2010. Please sign both copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

2. I have a current Certificate of Insurance on file for Mid America Tree & Landscape, Inc. Please submit a new certificate upon renewal and/or policy changes.

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

VILLAGE OF ORLAND PARK
(Contract for Purchase of Goods)

This Contract is made this **4th day of March, 2008** 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 Project Manual dated January 31, 2008 (included by reference)
- 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: The VILLAGE agrees to purchase from the VENDOR, who will supply and deliver the following:

Perennial and annual flowers and plants to 14700 S. Ravinia Avenue and 14650 West Avenue, Orland Park, Illinois 60462 for the years 2008, 2009 and 2010 at a cost not to exceed

Perennial and Annual Flowers and Plants Cost Per Year				
		2008	2009	2010
Petunias	Cost Per Flat	$ 5.00	$ 5.50	$ 5.50
	Cost for 1,000 flats	$ 5,000.00	$ 5,500.00	$ 5,500.00
Canna Lily	Cost each 3'	$ 3.00	$ 3.00	$ 3.00
	Cost each 6'	$ 4.00	$ 4.00	$ 4.00
	Cost for 100-3'	$ 300.00	$ 300.00	$ 300.00
	Cost for 100-6'	$ 400.00	$ 400.00	$ 400.00
Mums	Cost each	$ 4.00	$ 4.00	$ 4.00
	Cost for 2000	$ 8.000.00	$ 8.000.00	$ 8.000.00
Little Bluestem *Andropogon Scoparius*	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00
Annual Red Fountain Grass *Pennisetum Setaceum*	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00
Fountain Grass *Pennisetum Alopecuroides*	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00
Feather Reed Grass *Calamagrostis* x *Acutiflora* 'Karl Foerster'	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00

(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 VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: The term of this contract shall be for one (1) year but shall be automatically renewed on its annual anniversary date for each of two (2) successive years unless the VILLAGE notifies the VENDOR in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. The VENDOR shall deliver the GOODS by May 15th for spring/summer plantings and by September 30th for fall plantings. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR 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 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.

SECTION 5: INDEMNIFICATION AND INSURANCE: VENDOR agrees to indemnify and hold harmless the VILLAGE its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as may be allowed by law, liabilities incurred due to the alleged negligence of the VILLAGE and 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 Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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 all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

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:	To the CONTRACTOR:
Denise Domalewski	Joseph Limanowski
Contract Administrator	
Village of Orland Park	Mid America Tree & Landscape, Inc
14700 South Ravinia Avenue	P.O. Box 347
Orland Park, Illinois 60462	Mokena, Illinois 60448
Telephone: 708-403-6257	Telephone: 708-479-7510
Facsimile: 708-403-9212	Facsimile: 708-479-9493
e-mail: ddomalewski@orland-park.il.us	e-mail:

or to such other persons or to such other addresses as may be provided by one 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: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: 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 VENDOR
By: Ellen J. Baer	By: [signature]
Print Name: Ellen J. Baer	Print Name: Joseph Limanowski
Its: Interim Village Manager	Its: President
Date: 4/7/08	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 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 shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any 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. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors 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 the Contract.

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.

BIDDER SUMMARY SHEET

Perennial and Annual Flowers & Plants 2008-2010
Project Name

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

Firm Name: Mid America Tree & Landscape, Inc.

Address: P.O. Box 347

City, State, Zip Code: Mokena, IL 60448

Contact Person: Joe Limanowski

FEIN #: 36-3065477

Phone: (708) 479-7510 Fax: (708) 479-9493

E-mail Address: _____

Perennial and Annual Flowers and Plants Cost Per Year				
		2008	2009	2010
Petunias	Cost Per Flat	$ 5.00	$ 5.50	$ 5.50
	Cost for 1,000 flats	$ 5,000.00	$ 5,500.00	$ 5,500.00
Canna Lily	Cost each 3'	$ 3.00	$ 3.00	$ 3.00
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Mums	Cost each	$ 4.00	$ 4.00	$ 4.00
	Cost for 2000	$ 8,000.00	$ 8,000.00	$ 8,000.00
Little Bluestem ***Andropogon Scoparius***	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00

Perennial and Annual Flowers and Plants Cost Per Year				
		2008	2009	2010
Annual Red Fountain Grass *Pennisetum Setaceum*	Cost each 1 Gal	$6.50	$ 6.50	$ 7.00
Fountain Grass *Pennisetum Alopecuroides*	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00
Feather Reed Grass *Calamagrostis* x *Acutiflora* 'Karl Foerster'	Cost each 1 Gal	$ 6.50	$ 6.50	$ 7.00

Signature of Authorized Signee: _____

Title: Secretary Date: 2-15-08

BUSINESS ORGANIZATION:

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

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

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

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

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

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

Signature | Barbara Linarowski
Print or type name

Secretary | 2-15-08
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 12th Day
of Feb, 2008.

Mary Beth Luchene
Notary Public

Official Seal
Mary Beth Luchene
Notary Public State of Illinois
My Commission Expires 05/04/08

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 Limarowski, having submitted a bid for Mid America Tree & Landscape, Inc. (Name of Contractor) for Perennial & Annual Flowers & Plants 2008-2010 (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: _____
Authorized Agent of Contractor

Subscribed and sworn to before me this 12 day of Feb, 2008.

Mary Beth Luchene

Official Seal
Mary Beth Luchene
Notary Public State of Illinois
My Commission Expires 05/04/08

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

F. That it will permit access to all relevant books, records, accounts and work sites by

personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY: Ben Fin Sec.

ATTEST: Jaye Fin, Pres.

DATE: 2-15-08

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 Perennial & Annual Flowers & Plants 2008-2010 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: _____

Title: Secretary

Subscribed and Sworn to
Before me this 12th
Day of Feb, 2008

Mary Beth Luchene

Official Seal
Mary Beth Luchene
Notary Public State of Illinois
My Commission Expires 05/04/08

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 Perennial & Annual Flowers 2005, 2006, 2007

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 2007/2008 Custom Grown Annual Planters & Flats

ORGANIZATION Village of Worth

ADDRESS 7112 W. 111th Street

CITY, STATE, ZIP Worth, IL 60482

PHONE NUMBER 935-0397

CONTACT PERSON Ed Urban

DATE OF PROJECT 2007/2008 Custom Grown Annual Planters & Flats

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

Signature & Date: [signature], Sec. 2-15-08

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, Attn: Denise Domalewski, 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 15 DAY OF February, 2008

Signature

Barbara Limanowski, 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 STATUTORY LIMITS OTHER 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. Minkus Jr.

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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.

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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.

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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.

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© ISO Properties, Inc., 2004

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.

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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 _____