

**Village of Homer Glen
Spring 2015
Tree Planting
Agreement**

This agreement ("Agreement") is made as of this 27th day of April, 2015 by and between the Village of Homer Glen ("Village") and the Landscape Supply Inc. ("Contractor").

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Work** - The Village and the Contractor agree that the Contractor shall perform the work ("Work") consisting of the planting of trees in accordance with the Request for Proposal for the "Village of Homer Glen Public Parkway Tree Planting Program Spring 2015" which is incorporated herein by reference and made a part hereof.
2. **Commencement** - The date of commencement of Work by the Contractor shall be not more than ten (10) business days after the date of this Agreement. The Contractor shall achieve completion of all of the Work within 30 days of the commencement of the Work. Extensions of time will be granted for delays caused by weather, preventing execution of the work.
3. **Work Standards, Permits & Licenses** - The Contractor shall perform the Work in a good and workmanlike manner, according to standard industry practices and in accordance with all applicable codes and ordinances and the specifications set forth in the RFP. Unless otherwise noted, the Contractor shall be responsible for complying with all applicable laws, obtaining any required permits and licenses, and posting any required notices. The Village is not responsible for errors in the Contractor's bids, takeoffs, etc.
4. **Contract Pricing** - The total contract price to be paid by the Village to the Contractor for completing the Work is Twenty Thousand One Hundred Thirty-four dollars and fifty cents (\$20,134.50) ("Total Contract Price"). The cost of the Work shall not exceed the Total Contract Price without an authorized Change Order(s).
5. **Change Orders** - There shall be no Change Orders without the prior written approval of the Village.
6. **Payment** - The Village shall pay the Total Contract Price in a minimum of two (2) installments upon completion of the Work and subject to a site inspection and final approval of the Work by the Village.
7. **Inspection of Project Site** - The Contractor acknowledges and confirms that it has visited and examined the site where the Work will be performed, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions at the

site. The Contractor represents and warrants to the Village that it has: (1) thoroughly examined the location of the Work to be performed, is familiar with local conditions, and has read and thoroughly understands the project criteria as they relate to the physical conditions prevalent or likely to be encountered in the performance of the Work; (2) examined the nature, location and character of the general area in which the site of the Work is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by Agreement.

8. **Safety & Rules** – The Contractor shall conduct the Work in safe manner in compliance with all applicable safety laws, rules and regulations, including the rules in **Exhibit "A"** attached hereto and incorporated herein by reference. The Contractor shall immediately notify the Village in writing of any injury to the Contractor's employees or agents. If the acts or omissions of the Contractor or its employees result in a citation or fine against the Village, the Contractor will be liable to the Village for the fine as well as the Village's costs of correcting the violation.
9. **Insurance** – Prior to commencing any Work, and at all times during the Work, the Contractor shall be obligated to maintain the insurance policies as described in **Exhibit "B"** attached hereto and incorporated herein by reference.
10. **Replacement Guaranty** – The guaranty for each planted tree shall be for one full year after the planting date, and the Contractor shall replace any tree that fails to thrive, or dies, within that year at the Contractor's expense. The replacement tree shall be of the same size, species and quality of the tree it is replacing. The replacement tree shall be guaranteed, by the Contractor, for one year after the date which it is planted.
11. **Bonds** – Prior to commencing the Work the Contractor shall provide the Village with a performance bond and a payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550/6.01 *et seq.*
12. **Subcontractors and Suppliers** – The Contractor shall not hire any other contractor to perform any portion of the Work without the prior written approval of the Village which may be withheld by the Village in its sole discretion.
13. **Breach of Contract; Remedies** – In the event of a breach of this Agreement by the Contractor, the Village shall be entitled to retain all sums due to the Contractor and to hire others to complete the Work and shall apply any sums retained against such reasonable costs of completion and/or the costs of satisfying the warranty provided by this Agreement. This remedy is non-exclusive and in addition to all other available remedies, either expressed or implied. No right or remedy of the Village shall be deemed to have been waived unless waived in writing by the Village. Nothing in this Agreement or any other document shall be interpreted in a manner that would shorten any statute of limitations or statute of repose or alter any statute of limitations or statute of repose accrual period affecting any claim that the Village may have against the Contractor.

14. **Tax Withholding** - The Contractor is responsible for withholding income, payroll and unemployment taxes for the Contractor's employees and issuing any required 1099 and W2 forms.
15. **Indemnification** - The Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the Village, its officials, employees and agents for and against all losses, costs, expenses liabilities, claims, or demands whatsoever resulting from, related to, or arising out of, directly or indirectly, the performance of the Work under this Agreement, provided the Contractor's obligation under this paragraph shall not be applicable to any liability caused by the sole negligence of the Village.
16. **Termination** - The Village reserves the right at any time and in its absolute discretion to terminate the services of the Contractor by giving written notice to the Contractor. In such event, the Contractor shall be entitled to, and the Village shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work completed prior to the effective date of termination.
17. **Entire Agreement; Conflicting Terms** - This Agreement, the exhibits attached hereto, the plans and specifications, and any subsequent Change Order(s) shall constitute the entire Agreement between the parties, and there are no other agreements, oral or written, by and between the parties. Any modification or amendment of this Agreement must be in writing signed by both parties. Any term of any quotation, specification, document or other communication from the Contractor that differs in any way from this Agreement, irrespective of materiality, shall be excluded from this Agreement.
18. **Governing Law; Venue** - This Agreement shall be governed by the laws of Illinois. Venue for any suit arising in connection with this Agreement shall in the Circuit Court of Will County, Illinois.
19. **Notices** - All notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (1) email, (2) facsimile transmission, (3) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (4) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To the Village:

Attn :Village Manager
Village of Homer Glen
14933 S Founders
Crossing Homer Glen, IL
60491
Phone: 708-301-0632
Fax: 708-301-8407
Email: cdavis@homerglen.org

To the Contractor:

Carolyn M. Yorkman
President
Landscape Supply Inc.
P.O. Box 666
Frankfort, IL 60423-0666
Phone: 815-469-4125
Email: LandscapeSupplyandNursery@AOL.com

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted if delivered by facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

20. **Miscellaneous** - The provisions which follow shall apply generally to the obligations of the parties under this Agreement:

This Agreement may not be amended except pursuant to a written instrument signed by both parties.

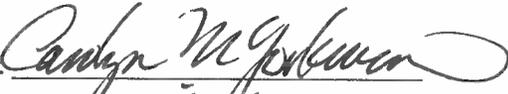
- a. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.
- b. This Agreement is binding upon the successors and assigns of the Parties.
- c. The waiver by either party of any breach or violation of any provision of this agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- d. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- e. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

- f. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Parties.
- g. This Agreement may be executed in counterparts. Facsimile signatures shall be sufficient.
- h. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

NOW THEREFORE, the Contractor and the Village, intending to be legally bound, have executed this Agreement as of the date set forth above.

Landscape Supply, Inc.

Village of Homer Glen

By: 
Title: President

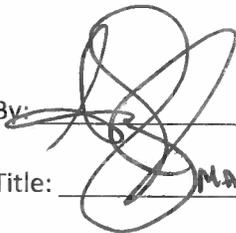
By: 
Title: MAYOR

EXHIBIT "A"

Work Rules

1. **Safety Equipment** -The Contractor will provide its employees with all appropriate and approved safety equipment during the execution of the Work.
2. **Utility Lines**-The Contractor is responsible for knowing the location of all overhead power lines or underground utilities on the job site and preventing damage to such utility lines.
3. **Hours** - Regular working hours at the job site will be between as allowed by ordinance. Any Work at the job site at other times must be approved in advance by the Village.
4. **Waste & Debris** - The Contractor is required to clean work debris from the job site on a daily basis and leave the job site in a clean and neat condition. All trash and waste such as lunch scraps, drinking cups, etc. must also be disposed of properly.
5. **Storage** - Materials, equipment and supplies when not in use must be stored neatly, securely, and safely. The Village is not responsible for theft or damage to materials, equipment and supplies located on or near the job site.
6. **Vehicles** -The Village is not responsible for damage to the Contractor's vehicles.
7. **Personal Conduct** - Unprofessional conduct such as horseplay, wrestling, fighting, gambling, etc. is not permitted.
8. **Alcohol & Drugs** - No person under the influence of intoxicants or narcotics shall be allowed at the job site; nor shall any person have in his or her possession any intoxicants or narcotics.
9. **Firearms** -Firearms may not be brought to the job site or stored in a vehicle driven to the job site.
10. **OSHA** -The Contractor agrees to comply with the requirements of the Occupational Safety and Health Act.
11. **MSDS**-The Contractor shall have in his possession at all times any applicable MSDS (Material Safety Data Sheets) and shall provide the Village with copies thereof.
12. **Hazardous Substances** - The Contractor shall store any paint, solvents, gasoline, oil, or other flammables in an area presenting the least hazard to the area where the Work is being performed. Under no circumstances shall solvents, oils, or grease be disposed of at or on the job site or emptied into any sewer, drain or drainage ditch.
13. **Fire Safety** - The Contractor will take all prudent actions to prevent fire or explosion hazards that could result during the execution of the Work. Oily rags and other highly flammable waste must be disposed of separately by the Contractor .
14. **Employee Training** - The Contractor agrees that the Contractor's employees and agents will be made aware of these and any other applicable rules and be disciplined if they fail to comply with the same.

EXHIBIT "B"

Insurance Requirements

A. Insurance Requirements – The Contractor shall purchase and maintain in effect during the term of this Agreement the following types of insurance:

1. Workers' Compensation Insurance complying with all state statutory requirements and coverage limits, which names the Owner as an Alternative Employer and waives any and all rights of subrogation against the Owner;
2. General Liability Insurance protecting against all claims for damages due to bodily injury (including death), personal injury, or "damage to" property, alleged to have been caused by defective materials furnished to or negligent work or services performed by the Contractor or any employee of the Contractor with coverage of not less than \$2,000,000 per occurrence, combined single limit.
3. Business Automobile Liability Insurance with coverage of not less \$2,000,000 per accident.

B. Certificates of Insurance - Prior to starting the Work, the Contractor shall deliver to The Owner, Certificates of Insurance evidencing the General Liability and Automobile Liability coverages required above. These certificates shall expressly state that: "The Village is named as an additional insured for the full limits of the coverage (primary and excess) currently in place and all rights of subrogation against the foregoing parties have been waived" These Certificates shall also contain a provision that the subject policies shall not be cancelable without at least thirty (30) days' prior written notice delivered by the insurer to the Owner. All insurance required under this Agreement shall be occurrence-based. The Contractor shall also deliver to the Village sufficient evidence of the required Workers' Compensation coverage.

C. Waiver of Subrogation – The Contractor waives any and all claims for recovery from the Village and/or the Village's officers, agents or employees for loss or damage to, or related to, the Project, the Work, or any associated materials or equipment, which loss or damage is covered by the provisions of any insurance policy carried, or required to be carried, by the Contractor under this Agreement.

Landscape Supply Inc.
Order Sheet 04/27/15
Spring 2015 Public Parkway Tree Planting
With 1 year Guaranty from Time of Planting

<u>Tree Species</u>	<u>Caliper</u>	<u>Unit Price Tree Planted</u>	<u>Order Quantity</u>	<u>Order Total</u>
Catalpa speciosa, Northern Catalpa	2.5"	<u>\$297.90</u>	4	<u>\$1,191.60</u>
Celtis occidentalis, Common Hackberry	2.5"	<u>\$282.90</u>	6	<u>\$1,697.40</u>
Gingko biloba (Male)	1.75"	<u>\$302.90</u>	4	<u>\$ 1411.60</u>
Gymnocladus dioicus, Kentucky Coffeetree, Expresso	2.5"	<u>\$302.90</u>	13	<u>\$3,937.70</u>
Liriodendron tulipifera, Tulip Tree	2.5"	<u>\$312.90</u>	6	<u>\$1,877.40</u>
Platanus x acerifolia, London Planetree	2.5"	<u>\$282.90</u>	3	<u>\$ 848.70</u>
Quercus bicolor, Swamp White Oak	2.5"	<u>\$302.90</u>	7	<u>\$2,120.30</u>
Quercus muehlenbergii, Chinkapin Oak	2.5	<u>\$317.90</u>	5	<u>\$1,589.50</u>
Syringa reticulate, Japanese Tree Lilac	2.5"	<u>\$337.90</u>	5	<u>\$1,689.50</u>
Tilia petiolaris, Silver Linden	2.5"	<u>\$282.90</u>	12	<u>\$3,394.80</u>
Ulmus japonica x U. wilsoniana Accolade Elm	2.5"	<u>\$287.90</u>	2	<u>\$575.80</u>
Estimated Quantity		Total all species	67	<u>\$20,134.30</u>

AGENDA SUPPLEMENT SHEET

Action Item Number: J.9

Village Board Meeting Date: April 22, 2015

Committee Meeting Date: April 14, 2015, Environment

Item Title: Consider for Approval the Bid Proposal from Landscape Supply Inc. for the Public Parkway Tree Planting Program Spring 2015.

Motion For Consideration: Is there a motion to approve the bid proposal from Landscape Supply Inc. in the amount of \$19,608.50 for the Village of Homer Glen's Public Parkway Tree Planting Program Spring 2015?

Committee Recommendation: The Environment Committee, at its April 14, 2015 meeting, has recommended approval of the bid proposal from Landscape Supply Inc.

Staff Contact: Administrative Assistant Sue Steilen.

Staff Recommendation: Village Manager Davis recommends approval of the above motion.

Background Information: As approved by the Village Board, the Village established a Standard Operating Procedure (No. 011) for a Public Parkway Tree Replacement Program.

Staff mailed letters with a public parkway tree replacement application to 142 residents that have had a tree and stump removed from the public

parkway adjacent to their home since September 2014. There were 65 applications received requesting a tree to be planted in the parkway. A bid package for the Public Parkway Tree Planting Program Spring 2015 was prepared by Administrative Assistant Sue Steilen. At the time the RFP was developed, it was estimated that we would be planting 55 trees of 11 different species.

The project was placed out for bid on March 10, with the bids opened on March 26, 2015. Bid packages were sent to more than 45 landscapers and nurseries. Nine (9) bid proposals were submitted to the Village. The following bids were received.

Company	Bid Proposal
Allied Nursery, Inc.	\$35,193.00
Bret-Mar Landscape	\$31,140.00
Plum Valley	\$25,035.00
Seasons Landscape	\$23,925.00
HL Landscape	\$21,274.00
Beary Landscaping	\$20,890.00
Acres Group	\$16,970.00
Landscape Supply Inc.	\$16,499.50
Pinnacle Landscaping and Lawn Management	\$15,622.00

Bidders were required to submit three government references. Pinnacle Landscaping and Lawn Management was the lowest bidder but only provided two government references, neither of which involved tree planting. This RFP was not considered.

Landscape Supply Inc. was the lowest bidder and did provide the required three references: the Village of Frankfort, Frankfort Township Road District, and Frankfort Township. The references were checked. All work was performed to satisfaction and Landscape Supply has been used for planting parkway trees for several years.

Budget Implications: The Village has established a Capital Improvement Program Tree Fund (Fund 71). The Fund was established with an initial

deposit of \$500,000.00. The Village has budgeted for this replacement program. The planting program will be well within budget.

A bidding schedule from Landscape Supply Inc. with the actual order quantities shown in red is attached (Attachment A) with the complete bid package (Attachment B). The total amount of the Spring 2015 planting will be \$19,608.50.

Votes Required To Pass: Simple Majority.

(Village Board Action Taken)

	Costa	DeVivo	Kagianas	Sabo	Sweas	Yukich	Daley
Motion							
Second							
Aye							
Nay							
Abstain							

→ Lighting Ordinance
 May 13th
 Automatically go back
 on agenda.

ATTACHMENT A

Landscape Supply Inc. BIDDING SCHEDULE Spring 2015 Public Parkway Tree Planting With 1 year Guaranty from Time of Planting

<u>Tree Species</u>	<u>Caliper</u>	<u>Estimated Quantity</u>	<u>Unit Price Tree Planted</u>	<u>Total</u>	<u>Order Quantity</u>	<u>Order Total</u>
Aesculus pavia, Red Buckeye	2.5"	3	<u>\$287.90</u>	<u>\$863.70</u>	0	<u>0</u>
Catalpa speciosa, Northern Catalpa	2.5"	4	<u>\$297.90</u>	<u>\$1191.60</u>	4	<u>\$1,191.60</u>
Celtis occidentalis, Common Hackberry	2.5"	2	<u>\$282.90</u>	<u>\$565.80</u>	6	<u>\$1,697.40</u>
Gingko biloba (Male)	2.5"	4	<u>\$317.90</u>	<u>\$1271.60</u>	4	<u>\$1,271.60</u>
Gymnocladus dioicus, Kentucky Coffeetree, Expresso	2.5"	11	<u>\$302.90</u>	<u>\$3331.90</u>	12	<u>\$3,634.80</u>
Liriodendron tulipifera, Tulip Tree	2.5"	5	<u>\$312.90</u>	<u>\$1564.50</u>	6	<u>\$1,877.40</u>
Platanus x acerifolia, London Planetree	2.5"	2	<u>\$282.90</u>	<u>\$565.80</u>	2	<u>\$ 565.80</u>
Quercus bicolor, Swamp White Oak	2.5"	3	<u>\$302.90</u>	<u>\$908.70</u>	7	<u>\$2,120.30</u>
Quercus muehlenbergii, Chinkapin Oak	2.5	5	<u>\$317.90</u>	<u>\$1589.50</u>	5	<u>\$1,589.50</u>
Syringa reticulata, Japanese Tree Lilac	2.5"	2	<u>\$337.90</u>	<u>\$675.80</u>	5	<u>\$1,689.50</u>
Tilia petiolaris, Silver Linden	2.5"	12	<u>\$282.90</u>	<u>\$3394.80</u>	12	<u>\$3,394.80</u>
Ulmus japonica x U. wilsoniana Accolade Elm	2.5"	2	<u>\$287.90</u>	<u>\$575.80</u>	2	<u>\$575.80</u>
Estimated Quantity		55	Total all species	<u>\$16,499.50</u>	65	<u>\$19,608.50</u>

Attachment B

RETURN WITH BID

Project Name: Village of Homer Glen
Public Parkway Tree Planting Program
Spring 2015

Local Agency: Village of Homer Glen, Illinois
County: Will

(If an individual)

Signature of Bidder _____

Business Address _____

Business Phone _____

Business Email _____

.....
(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Business Phone _____

Business Email _____

Insert
Names and
Addresses of
All Partners

(If a corporation)
Corporate Name

Landscape Supply Inc.

Signed by
President

Carolyn M. Yorkman

Business Address

P.O. Box 666

Frankfort, IL 60423-0666

Business Phone

815-469-4125 or 815-482-7167

Business Email

LandscapeSupplyandNursery@AOL.com

Insert
Names of
Officers

Carolyn M. Yorkman, President

William W. Yorkman, Secretary

Attest:

Ed. Yh

REQUIRED REFERENCES

List below at least three different government entities (municipality, park district, forest preserve, etc.) for which your organization has performed tree planting work within the last three (3) years.

1.

<u>VILLAGE OF FRANKFORT</u>	<u>(815) 469-2177</u>
<u>Name</u>	<u>Telephone Number</u>
<u>432 W. Nebraska St.</u>	<u>Mr. Terry Kestel</u>
<u>Address</u>	<u>Contact Person</u>
<u>Frankfort, IL 60423</u>	
<u>City and State</u>	

2.

<u>FRANKFORT TOWNSHIP ROAD DISTRICT</u>	<u>(708) 479-9673</u>
<u>Name</u>	<u>Telephone Number</u>
<u>9434 W. LaPorte Rd.</u>	<u>Mr. Bill Carlson, Hwy. Commissioner</u>
<u>Address</u>	<u>Contact Person</u>
<u>Mokena, IL 60448</u>	
<u>City and State</u>	

3.

<u>FRANKFORT TOWNSHIP</u>	<u>(815) 469-4907</u>
<u>Name</u>	<u>Telephone Number</u>
<u>11000 W. Lincoln Hwy.</u>	<u>Mr. Jim Moustis</u>
<u>Address</u>	<u>Contact Person</u>
<u>Frankfort, IL 60423</u>	
<u>City and State</u>	

LANDSCAPE SUPPLY INC.
P.O. BOX 666
FRANKFORT, IL 60423

PHONE (815) 469-4125 Main
(815) 482-7167
(815) 693-3031 Mobile
(708) 534-8033 Fax

www.LandscapeSupplyandNursery.com

REFERENCES

VILLAGE OF FRANKFORT - Contact Mr. Terry Kestel
2014 Parkway Tree Replacement Program
432 W. Nebraska St., Frankfort, IL 60423 (815) 469-2177

FRANKFORT TOWNSHIP ROAD DISTRICT - Contact Mr. Bill Carlson, Highway Commissioner
2014 Tree Planting Program
9434 W. LaPorte Rd., Mokena, IL 60448 (708) 479-9673

FRANKFORT TOWNSHIP - Contact Mr. Jim Moustis
The Landings Event Center - 20701 Landings Pointe, Frankfort, IL
11000 W. Lincoln Hwy., P.O. Box 782, Frankfort, IL 60423 (815) 469-4907

FRANKFORT TOWNSHIP - Contact Mr. Hugh Stippen
Rt. 30 "911" Building - 11000 W. Lincoln Hwy, Frankfort
11000 W. Lincoln Hwy., P.O. Box 782, Frankfort, IL 60423 (815) 693-9468

FRANKFORT TOWNSHIP ROAD DISTRICT - Contact Mr. Bill Carlson, Highway Commissioner
2013 Tree Planting Program
9434 W. LaPorte Rd., Mokena, IL 60448 (708) 479-9673

BIDDING SCHEDULE
Spring 2015 Public Parkway Tree Planting
With 1 year Guaranty from Time of Planting

<u>Tree Species</u>	<u>Caliper</u>	<u>Estimated Quantity</u>	<u>Unit Price Tree Planted</u>	<u>Total</u>
* Aesculus pavia, Red Buckeye	2.5"	3	\$ 287.90	\$ 863.70 ✓
Catalpa speciosa, Northern Catalpa	2.5"	4	\$ 297.90	\$ 1191.60 ✓
Celtis occidentalis, Common Hackberry	2.5"	2	\$ 282.90	\$ 565.80 ✓
* Ginkgo biloba (Male)	2.5"	4	\$ 317.90	\$ 1271.60 ✓
Gymnocladus dioicus, Kentucky Coffeetree, Expresso	2.5"	11	\$ 302.90	\$ 3331.90 ✓
Liriodendron tulipifera, Tulip Tree	2.5"	5	\$ 312.90	\$ 1564.50 ✓
Platanus x acerifolia, London Planetree	2.5"	2	\$ 282.90	\$ 565.80 ✓
Quercus bicolor, Swamp White Oak	2.5"	3	\$ 302.90	\$ 908.70 ✓
Quercus muehlenbergii, Chinkapin Oak	2.5"	5	\$ 317.90	\$ 1589.50 ✓
Syringa reticulata, Japanese Tree Lilac	2.5"	2	\$ 337.90	\$ 675.80 ✓
Tilia petiolaris, Silver Linden	2.5"	12	\$ 282.90	\$ 3394.80 ✓
Ulmus japonica x U. wilsoniana Accolade Elm	2.5"	2	\$ 287.90	\$ 575.80 ✓
Estimated Quantity		55	Total all species	\$ 16,499.50 ✓

LANDSCAPE SUPPLY INC.
 Carolyn M. Johnson, pres.

LANDSCAPE SUPPLY INC.

P.O. BOX 666

FRANKFORT, IL 60423-0666

WWW.LANDSCAPESUPPLYANDNURSERY.COM

Phone: 815-469-4125

815-482-7167

Fax: 708-534-8033

3/25/15

(*) Astericks as noted on tree replacement bid sheet indicates adjustment of trees as follows:

*Red Buckeye are not available within our region due to extremely high demand of reforestation projects. We will be substituting 3 Red Horse Chestnut trees (2" calipur)

*Gingko Biloba (Male) is in very short supply at the 2-1/2" caliper size. If necessary we may need to substitute These trees at 2" calipur if there are no 2-1/2" caliper available at time of the Village's notification of contract being awarded

I discussed this with Sue Steilen on 3/25/15

Bob [Signature]

REQUIRED LIST OF NURSERIES SUPPLYING TREES

<u>SPECIES</u>		<u>NURSERY SUPPLIED FROM</u>	<u>LOCATION OF NURSERY</u>
Aesculus pavia, Red Buckeye	*	Green Glen Nursery	Joliet, IL
Catalpa speciosa, Northern Catalpa		Kendall Hill Nursery	Newark, IL
Celtis occidentalis, Common Hackberry		Cedar Path Nursery	Lockport, IL
Gingko biloba (Male)	*	Green Glen Nursery	Joliet, IL
Gymnocladus dioicus, Kentucky Coffeetree, Expresso		Cedar Path Nursery	Lockport, IL
Liriodendron tulipifera, Tulip Tree		Cedar Path Nursery	Lockport, IL
Platanus x acerifolia, London Planetree		Cedar Path Nursery	Lockport, IL
Quercus bicolor, Swamp White Oak		Cedar Path Nursery	Lockport, IL
Quercus muehlenbergii, Chinkapin Oak		Cedar Path Nursery	Lockport, IL
Syringa reticulata, Japanese Tree Lilac		Green Glen Nursery	Joliet, IL
Tilia petiolaris, Silver Linden		Cedar Path Nursery	Lockport, IL
Ulmus japonica x U. wilsoniana Accolade Elm		Kendall Hill Nursery	Newark, IL

www

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	LANDSCAPE SUPPLY, INC.	File Number	58800458
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/28/1995	State	ILLINOIS
Agent Name	DANIELLE N ABENDROTH	Agent Change Date	08/13/2013
Agent Street Address	20855 S LAGRANGE RD STE 102	President Name & Address	CAROLYN M YORKMAN PO BOX 686FRANKFORT 60423
Agent City	FRANKFORT	Secretary Name & Address	WILLIAM M YORKMAN PO BOX 686FRANKFORT 60423
Agent Zip	60423	Duration Date	PERPETUAL
Annual Report Filing Date	03/06/2015	For Year	2014

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Landscape Supply, Inc.
P. O. Box 666
Frankfort, IL 60423-0666

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
82 Maple Avenue
Keene, NH 03431
Mailing Address for Notices
The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98164

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Homer Glen
14933 S. Founders Crossing
Homer Glen, IL 60491

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Public Parkway Tree Planting Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2015

Landscape Supply, Inc.

(Principal)

(Seal)

Candice M. Keenan
(Title) PRESIDENT

(Witness)

See Attached Jurat

(Witness)

The Ohio Casualty Insurance Company

(Surety)

Pamela S. Higginbotham
(Title) Pamela S. Higginbotham Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 313-333-8249 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Pamela S. Higginbotham of the city of Orland Park, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Landscape Supply, Inc.

Obligor Name: Village of Homer Glen

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA 33
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF ILLINOIS
COUNTY OF WILL

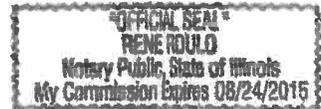
I, Rene Roulo, a Notary Public in and for the state and county aforesaid, do hereby certify that Pamela S. Higginbotham of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the The Ohio Casualty Insurance Company, and as the free and voluntary act of the The Ohio Casualty Insurance Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of March, A.D. 2015.

My commission expires August 24, 2015
NOTARIAL JURAT

Rene Roulo

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

LANDS4

OP ID: 8D

DATE (MM/DD/YYYY)

03/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group, Inc. www.thehortongroup.com 10320 Orland Parkway Orland Park, IL 60467 Commercial House Account		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
INSURED Landscape Supply Inc. Precision Grading & Excavating P.O. Box 666 Frankfort, IL 60423		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Ins. Co. of America		NAIC # 12572	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		S1834813	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S1834813	09/09/2014	09/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC7935284	09/09/2014	09/09/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property		S1834813	09/09/2014	09/09/2015	

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

CERTIFICATE HOLDER**CANCELLATION**

HOMER-7
 Village of Homer Glen
 14933 S. Founders Crossing
 Homer Glen, IL 60451

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don Petalok

© 1988-2010 ACORD CORPORATION. All rights reserved.