

**Village of Homer Glen
Fall 2016
Tree Planting
Agreement**

This agreement ("Agreement") is made as of this 12th day of October, 2016 by and between the Village of Homer Glen ("Village") and 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 Project Specifications, Exhibit 'C' for the "Village of Homer Glen Public Parkway Tree Planting Program Fall 2016" 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 fifteen (15) 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 Project Specifications, Exhibit 'C'. 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 contract price to be paid by the Village to the Contractor for completing the Work is per unit based on the schedule in Exhibit "D" attached hereto and incorporated herein by reference. The minimum number of trees order shall be 87, and the maximum number of trees ordered shall be 100. The total contract price for completing the Work shall not exceed Thirty-two Thousand Three Hundred dollars (\$32,300). 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. In order to ensure sufficient time for the payment to be processed, invoices must be submitted for payment no later than 12:00 p.m. on the fifteenth (15th) day of each month.

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 the Agreement.
8. **Safety & Rules** – The Contractor shall conduct the Work in a 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. **The tree to be replaced must be present at the time of its replacement planting.**
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 be 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
14240 W. 151st Street
Homer Glen, IL 60491
Phone:708-301-0632
Fax: 708-301-8407
Email: mmertens@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

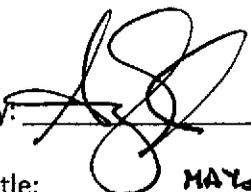
By: 
Title: MAYOR

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 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 Village as an Alternative Employer and waives any and all rights of subrogation against the Village;
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 Village, 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 Village. 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.

EXHIBIT "C"

PROJECT SPECIFICATIONS

This shall be a unit price contract and shall include all work mentioned in the Project's Specifications and any other work, not specifically mentioned, that is necessary for planting the trees in a good workmanship like manner. Any conflicts or omissions in the Specifications are to be brought to the attention of the Village and its decisions in resolving these matters shall be final. The Contractor shall in no way take advantage of any conflicts or omissions should they occur, and it shall be their responsibility to bring any of them to the attention of the Village so that they can be properly resolved.

The Contractor shall be paid for actual quantities, in place, as agreed upon by the Village and Contractor. Any work shown on the drawing or described in the Specifications for which there is not a bid item shall be considered incidental to the Contract.

The Contractor shall contact JULIE 1-800-892-0123 (or verify with the Village that JULIE has been contacted), minimum of 48 hours prior to start of planting trees.

1. Location

The planting of trees will be restricted to the public parkways and properties within the boundaries of the Village of Homer Glen, Illinois. The locations will be marked and confirmed by the Village.

2. Tree Planting

A. The process of planting is to follow the *International Society of Arboriculture Best Management Practices: Tree Planting (2005)*, and the *ANSI A300 (Part 6) – 2012 Planting and Transplanting*.

B. Trees are to be covered during transport and care is to be taken to avoid branch damage.

C. The excavated hole will be twelve inches larger in diameter than the balled tree that will be planted in that hole. The whole depth shall only be as deep as the tree ball.

D. The rootball is placed in the hole such that the root flare is planted at ground level or one inch above.

E. Once at proper depth and orientation, the backfill soil is firmly tamped around the rootball.

F. A two to three inch thick mulch layer will be spread around the base of the new tree to cover the excavation area (36 inches in diameter). Mulch should not be more than 3 inches deep and must be kept 4-6 inches away from the trunk. The Contractor shall ensure that the trees are set in the hole, placed straight and at the proper depth.

G. Twine and visible burlap must be removed past the shoulder of the ball by the planting crew at planting.

H. All rocks, and stones excavated from the planting site shall be discarded as unsuitable surplus materials. Rocks and stones shall not be used as a backfill. It will be the responsibility of the contractor to remove any and all unsuitable backfill material and excess soil from the Village's public parkways and properties.

I. All phases of the tree planting will be inspected by Village staff and/or arborist.

3. Tree Selection and Quantities

The public parkway trees are to be individually selected by the Village, from the supplying nurseries. All supplying nurseries are to be Illinois Department of Agriculture Certified nurseries and all nursery stock adheres to the *ANSI z60.1-2004 American Standard for Nursery Stock*. Village staff shall walk through the nurseries and attach field tags to the appropriate trees. The selected trees shall have a caliper of 2.5 inches (measurement of

diameter at a point six inches above ground).

Nothing herein contained shall be construed as an obligation of the Village of Homer Glen to order or pay for any quantity other than the amount determined by the Village Manager.

4. **Substitute Material**

No substitution without approval from the Village will be allowed.

5. **Equipment**

The Contractor is to supply all necessary tools, vehicles, and equipment needed for planting. The Village of Homer Glen shall not be responsible for providing any manpower nor materials for accomplishing the work as stipulated in this document.

6. **Utilities**

It shall be the sole responsibility of the Contractor to notify J.U.L.I.E. at least 48 hours prior to commencement of tree planting operations to ensure that locations for underground utilities are provided. Payment for the repair of damage to any utilities as a result of failing to make proper notification will be solely the responsibility of the Contractor.

7. **Completion Time**

The Contractor shall complete the planting of said trees in the parkways of the Village of Homer Glen by May 31, 2016 or within thirty (30) days from the date of direction to start from the Village of Homer Glen.

8. **Tree Quality**

Trees selected for planting in the Village of Homer Glen shall be healthy, free of insects and disease, and shall be of good straight form. Selected trees shall also be free of bark bruises, and scrapes on the trunk or limbs, before and after planting. Selected trees shall have a straight trunk with limbs not lower than four feet above ground.

All trees selected for planting in the Village of Homer Glen shall be of the tree form of the species.

9. **Sub-Contractors – Assignment of Work**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the agreement with the Village or their right, title, or interest therein, or their power to execute such agreement, to any other person, firm or corporation, without the previous written consent of the Village Manager of Homer Glen, but in no case shall consent relieve the Contractor from their obligations or change the terms of the contract.

10. **Safety**

The Contractor shall ensure that all its employees or agents shall abide by all general safety regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

The Contractor shall comply with all federal, state and local laws with regards to the background checks. For security purposes, all staff assigned to Village of Homer Glen premises must be bonded and insured.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Nothing contained in the insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract. **THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.**

11. **Damages**

The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or

replace any damaged item or area of the Village properties caused by the actions of its employees or agents, unless said damage occurred under circumstances beyond their reasonable control as determined by the Village.

Repair of all damages including but not limited to sidewalks, bike paths, walking paths, driveways, curbs, streets, fire hydrants, buffalo boxes, lawn sprinkler systems, street and traffic signs, light standards, other structures, lawns or other trees occurring during the operations of this agreement shall be accomplished at the Contractor's expense. Repairs or replacements shall be accomplished as soon as possible after the date damage occurred.

Any damage to the property caused by the Contractor's operations shall be resolved within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

12. Trespass on Land.

The Contractor shall confine their operations and storage of materials and equipment to the job site public right-of-way, easements or public parks. The Contractor shall exercise extreme caution so as not to trespass upon private property of third parties not involved in the contract.

13. Traffic Control and Protection.

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities. Traffic Control and Protection will not be paid for separately, but the costs shall be considered as included in the cost of the agreement and no additional compensation will be allowed. Work shall not begin until traffic control and protection has been placed by the Contractor.

14. Protection of Existing Facilities

The Contractor shall make provisions so far as practicable at all cross streets, sidewalks, and bike/walk trails for the free passage of bike and foot passengers. Neither the materials nor equipment used in the installation of the work shall be so placed as to prevent free access to all fire hydrants, water valves, gas valves, man holes, in the vicinity. The Contractor shall keep the various work sites and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site.

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due without penalty.

15. Accessibility of Contractor

Contractor shall supply cell phone numbers, daytime office numbers, and e-mail contact information of supervisors handling this job. The Contractor shall return all calls within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor must assign an English speaking crew leader to monitor all work being performed within the Village. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

16. Compliance with All Laws

The Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances.

The Contractor shall obtain, at their own expense, all permits and licenses required by Federal, State, or local law or ordinance, rule or regulation and maintain same full force and effect.

17. Termination

It is agreed that if the Contractor is declared bankrupt, either voluntarily or involuntarily, then this agreement shall terminate effective on the day and at the time the bankruptcy petition is filed, subject however, to the Village's rights to recover for any breach under such Contract.

If the Contractor fails to meet the terms outlined in this agreement, the Village may, but need not be required to, take the following actions:

Notify the Contractor in writing of its default under the agreement and that this agreement will be terminated unless the Contractor shall perform to the satisfaction of the Village within five (5) days of the date of the aforesaid notice was mailed by the Village. In the event the default has not occurred, the Village may terminate this agreement and the Village's obligation and the Contractor's rights hereunder shall cease and be of further force and effect.

The Village shall have the right to contract with another party to provide such services should the Contractor not perform as specified in this agreement, and any expenses incurred in excess of the existing rates herein specified shall be assessed to and paid by the Contractor. In addition, the Contractor shall pay to the Village all its expenses including, but not limited to, attorney's fees arising out of or in connection with or otherwise resulting from such failure of performance on the part of the Contractor. Any and all rights of the Village shall be cumulative.

Exhibit "D"

Landscape Supply Inc.
 Fall 2016 Public Parkway Tree Planting
 With 1 Year Guaranty from Time of Planting
 Tree Planting Order

Tree Species		Order	Unit Price	Total
	Caliper	Quantity	Tree Planted	Price
Acer miyabi 'Morton' Maple-STATE STREET	2.5	15	\$347.00	\$5,205.00
Aesculus glabra Ohio Buckeye	2.5	5	\$333.00	\$1,665.00
Celtis occidentalis Common Hackberry	2.5"	9	\$301.00	\$2,709.00
Cladrastis kentukea, Yellowwood	2.5"	4	\$400.00	\$1,600.00
Cornus kousa Kousa Dogwood	2.5"	4	\$425.00	\$1,700.00
Gleditsia triacanthos. F. inermis Honey Locust, thornless	2.5"	1	\$301.00	\$301.00
Gymnocladus dioicus Kentucky Coffeetree, Espresso	2.5"	21	\$323.00	\$6,783.00
Malus 'Jewelcole' Red Jewel Crabapple	2.5	4	\$285.00	\$1,140.00
Syringa reticulata Japanese Tree Lilac	2.5"	12	\$372.00	\$4,464.00
Tilia petiolaris, Silver Linden	2.5"	12	\$306.00	\$3,672.00
Ulmus japonica x U. wilsoniana Accolade Elm	2.5"	4	\$314.00	\$1,256.00
Ulmus 'New Horizon' New Horizon Elm	2.5"	2	\$314.00	\$628.00
Red Cedar Juniper		1	\$301.00	\$301.00
TOTAL		94		\$31,424.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2016

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).

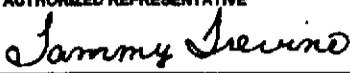
PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C No., Ext.): 708-845-3000 FAX (A/C No.): E-MAIL: Constructioncerts@thehortongroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED LANDSUP-01 Landscape Supply Inc. Precision Grading & Excavating P.O. Box 666 Frankfort IL 60423	INSURER A: Westfield Insurance Company NAIC # 24112	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 756380800** **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CWP7874828	9/9/2016	9/9/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CWP7874828	9/9/2016	9/9/2017	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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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 <input type="checkbox"/>	N/A	WCP7875547	9/9/2016	9/9/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional insured with respect to the general liability coverage only when required by written contract: Village of Homer Glen

CERTIFICATE HOLDER Village of Homer Glen Attn: Village Manager 14240 W 151st St. Homer Glen IL 60491	CANCELLATION 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 



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street

Boston, MA 02116

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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.

CONSTRUCTION CONTRACT

Date: October 12, 2016

Amount: \$ 32,300.00

Thirty Two Thousand Three Hundred Dollars and 00/100

Description:

(Name and location)

Village of Homer Glen Public Parkway Tree Planting Program Fall 2016

BOND

Date: October 20, 2016

(Not earlier than Construction Contract Date)

Amount: \$ 32,300.00

Thirty Two Thousand Three Hundred Dollars and 00/100

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Landscape Supply, Inc.

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Name and Title:

Carolyn M. Yorkman
President

Signature:

Name and Title:

Pamela S. Higginbotham
Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Horton Group
10320 Orland Parkway
Orland Park, IL 60467

708-845-3000

S-2149/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ *(Corporate Seal)*

SURETY
Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

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 610-832-8248 between 9:00 am and 4:30 pm EST on any business day.

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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.

Obligee Name: Village of Homer Glen

Surety Bond Number: 404019873

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 26th day of September, 2016.



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
COUNTY OF MONTGOMERY

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On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion 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 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, wherever 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of October, 2016.



By: Renee C. Llewellyn
Renee C. Llewellyn, 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 20th day of October, A.D. 2016.

My commission expires August 24, 2019.
NOTARIAL JURAT

Rene' Roulo

Notary Public

