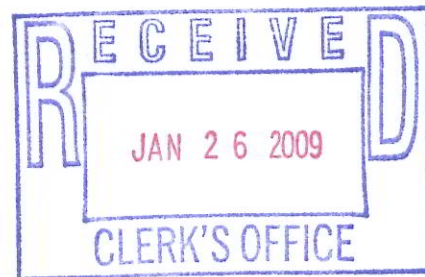


Clerk's Contract and Agreement Cover Page

Year: 2009-1 **Legistar File ID#:** 2009-0013
Multi Year: **Amount** \$44,412.00

Contract Type: Professional Services
Contractor's Name: J.F. New
Contractor's AKA:
Execution Date: 1/20/2009
Termination Date: 12/31/2011
Renewal Date:
Department: Public Works/Water & Sewer
Originating Person: John Ingram/Frank Stec

Contract Description: Prescribed Burns 2009-2011



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

January 26, 2009

Mr. Ryan Postema
J.F. New
6605 Steger Road, Unit A
Monee, Illinois 60449

RE: ***NOTICE TO PROCEED***
Prescribed Burns 2009-2011

Dear Mr. Postema:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of January 23, 2009.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated January 20, 2009 in an amount not to exceed Forty-Four Thousand Four Hundred Twelve and No/100 (\$44,412.00) Dollars over the three (3) year period 2009-2011. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: John Ingram
Frank Stec
Pete Casey

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

January 20, 2009

Mr. Ryan Postema
JFNew
6605 Steger Road, Unit A
Monee, Illinois 60449

NOTICE OF AWARD – Prescribed Burns 2009-2011

Dear Mr. Postema:

This notification is to inform you that on January 19, 2009, the Village of Orland Park Board of Trustees approved awarding JFNew the contract in accordance with the proposal you submitted dated November 21, 2008, modified December 15, 2008, for Prescribed Burns within the Village of Orland Park for an amount not to exceed Forty - Four Thousand Four Hundred Twelve and No/100 (\$44,412.00) Dollars over the three year period 2009-2011.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 3, 2009.

1. Enclosed is the Contract for Prescribed Burns 2009-2011. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: John Ingram
Frank Stec

VILLAGE OF ORLAND PARK
Prescribed Burns 2009-2011
(Contract for Services)

This Contract is made this **20th day of January, 2009** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and J.F. New (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal dated November 21, 2008, modified December 15, 2008, as it is responsive to the VILLAGE'S RFP requirements
- All Certifications required by the Village
- Certificates of insurance
- ~~Performance and Payment Bonds as may be required by the VILLAGE~~

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

To conduct controlled burns within the Village limits of Orland Park on thirteen (13) sites for management totaling 81.74 acres, as further described in the Request for Proposal document

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: **an amount not to exceed Forty-Four Thousand Four Hundred Twelve and No/100 (\$44,412.00) Dollars over the three-year period 2009-2011 as detailed below.**

	Site ID	Location	2009 Cost	2010 Cost	2011 Cost
Site 1	17-02	Equestrian Trail West Pond		\$ 767.00	
Site 2	17-04	Fawn Creek Pond		\$ 2,684.00	
	17-06	Lakeside Pond			
	17-07	Glenlake North Pond			
	17-09	Shire North Pond			
Site 3	17-10	Shire South Pond		\$ 1,911.00	
Site 4	03-10	Tallgrass Pond	\$ 1,060.00		\$ 1,086.00
Site 5	03-11	Legend Trail Pond	\$ 881.00		\$ 904.00
Site 6	32-05	Beth Pond		\$ 2,843.00	
Site 7	31-31	Breckenridge Blvd South Pond	\$ 822.00		\$ 843.00
	31-33	Imperial East Pond & Ditch			
Site 8	31-32	Imperial West Pond	\$ 698.00		\$ 715.00
Site 9	17-16	Colette Pond	\$ 2,903.00		\$ 2,976.00
Site 10	31-04	Greenfield Pond		\$ 1,509.00	
Site 11	16-06	Ravinia Creek Wetland	\$ 7,475.00		
Site 12	06-15	Sterling Drive Wetland		\$ 2,622.00	
Site 13	JHW	John Humphrey Woods		\$ 5,770.00	\$ 5,943.00
TOTAL COST			\$13,839.00	\$18,106.00	\$12,467.00

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion or December 31, 2011. This Contract shall terminate upon completion of the WORK or December 31, 2011, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

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

To the CONTRACTOR:
Ryan Postema, Project Manager
J.F. New
6605 Steger Road, Unit A
Monee, Illinois 60449
Telephone: 708-534-3450
Facsimile: 708-534-3480
e-mail: rpostema@jfnew.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

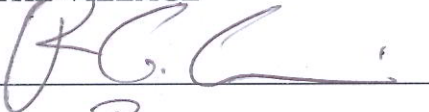
SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

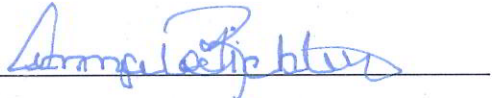
By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 1/23/09

FOR: THE CONTRACTOR

By: 

Print Name: Aringelia Richter

Its: Regional Director, JFNew

Date: January 21, 2009

Request for Proposal

Prepared for
Village of Orland Park, Illinois
Prescribed Burns

November 21, 2008



JFNEW SOLUTION

 **JFNew**
Full-Service Ecological Solutions™

6605 Steger Rd, Unit A
Monee, Illinois 60449
708-534-3450

Ryan Postema
rpostema@jfnew.com



Chicago, Illinois

708.534.3450
fax 708.534.3480

Indianapolis, Indiana

317.388.1982
fax 317.388.1986

Walkerton, Indiana (HQ)

574.586.3400
fax 574.586.3446

Ann Arbor, Michigan

734.222.9690
fax 734.222.9655

Grand Haven, Michigan

616.847.1680
fax 616.847.9970

Lansing, Michigan

517.898.9018
fax 517.913.5959

Cincinnati, Ohio

513.489.2402
fax 513.489.2404

Madison, Wisconsin

608.848.1789
fax 608.848.3013

Native Plant Nursery

574.586.2412
fax 574.586.2718

E-mail: info@jfnew.com
Website: www.jfnew.com

Contents

- ✦ Required Proposal Submission Documents
- ✦ Burn Staff Members
- ✦ Prescribed Burn Knowledge
- ✦ Previous Neighbor Notification, Letter to the Fire Department and Burn Site Report
- ✦ Subcontractor List
- ✦ Wildland Firefighting Equipment
- ✦ Insurance Certificate
- ✦ References
- ✦ JFNew Full-Service Ecological Solutions

PROPOSAL SUMMARY SHEET

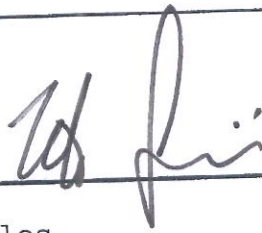
Prescribed Burns
(Project Name)

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

Organization Name: J. F. New
Street Address: 6605 Steger Rd, Unit A
City, State, Zip: Monee, IL 60449
Contact Name: Ryan Postema
Phone: 708-534-3450 Fax: 708-534-3480
E-Mail address: rpostema@jfnew.com
FEIN#: 351844393

TOTAL COST (from Unit Price Proposal Sheet)

2009	<u>\$ 16,682.00</u>
2010	<u>\$ 16,286.00</u>
2011	<u>\$ 16,401.00</u>

Signature of Authorized Signee: 
Title: VP, Director of Sales
Date: November 21, 2008

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

JFNW 6605 Stearns Road, Unit A Houston, TX 77030 (713) 584-3450												
Site #	Site ID	Location	2009	2009 AMENDED	2010	2010 AMENDED	2011	2011 AMENDED	TOTAL	TOTAL AMENDED	TOTAL	TOTAL AMENDED
1	17-02	Requisition Trail West Pond			\$767.00	\$767.00			\$767.00	\$767.00		\$767.00
2	17-06	Fawn Creek Pond			\$2,684.00	\$2,684.00			\$2,684.00	\$2,684.00		\$2,684.00
3	17-07	Glendale North Pond			\$1,911.00	\$1,911.00			\$1,911.00	\$1,911.00		\$1,911.00
4	17-10	Shile South Pond	\$1,060.00	\$1,060.00			\$1,086.00	\$1,086.00	\$1,086.00	\$1,086.00		\$2,146.00
5	17-10	Tollcross Pond	\$881.00	\$881.00			\$904.00	\$904.00	\$904.00	\$904.00		\$1,785.00
6	32-05	Leelan Trail	\$7,843.00	\$7,843.00			\$2,915.00	\$2,915.00	\$5,758.00	\$5,758.00		\$2,843.00
7	31-31	Beckentidge Blvd. South Pond	\$922.00	\$922.00			\$843.00	\$843.00	\$1,665.00	\$1,665.00		\$1,665.00
8	31-32	Imperial East Pond & Ditch	\$698.00	\$698.00			\$715.00	\$715.00	\$1,413.00	\$1,413.00		\$1,413.00
9	17-16	Collette Pond	\$2,903.00	\$2,903.00			\$2,976.00	\$2,976.00	\$5,879.00	\$5,879.00		\$5,879.00
10	31-04	Greenfield Pond	\$1,509.00	\$1,509.00					\$1,509.00	\$1,509.00		\$1,509.00
11	16-06	Rayville Creek Wetland	\$7,475.00	\$7,475.00					\$7,475.00	\$7,475.00		\$7,475.00
12	16-15	Stellina Drive Wetland	\$2,622.00	\$2,622.00					\$2,622.00	\$2,622.00		\$2,622.00
13	JHW	John Humphrey Woods	\$6,793.00	\$6,793.00			\$5,962.00	\$5,962.00	\$13,755.00	\$13,755.00		\$13,755.00
TOTAL BID			\$16,682.00	\$16,682.00	\$16,286.00	\$16,286.00	\$16,401.00	\$16,401.00	\$12,467.00	\$12,467.00		\$44,412.00
AS CORRECTED												no correction

Bidder Summary Sheet	X
Business Organization	X
Participation in Bidder's	X
Good Standing and Ownership	X
Certification of Compliance with IL	N/A
Prevailing Wage Act	X
Contractor Certification Sexual	N/A
Harassment, Tort & Subprime Abuse	X
Apprenticeship & Training Program	X
Certification (Not Required)	X
Insurance Requirements	X
IBD Bond	N/A

UNIT PRICE PROPOSAL SHEET

Prescribed Burns

	Site ID	Location	2009 Cost	2010 Cost	2011 Cost
Site 1	17-02	Equestrian Trail West Pond		\$ 767.00	
Site 2	17-04	Fawn Creek Pond			
	17-06	Lakeside Pond			
	17-07	Glenlake North Pond			
	17-09	Shire North Pond		\$ 2,684.00	
Site 3	17-10	Shire South Pond		\$ 1,911.00	
Site 4	03-10	Tallgrass Pond	\$1,060.00		\$ 1,086.00
Site 5	03-11	Legend Trail Pond	\$ 881.00		\$ 904.00
Site 6	32-05	Beth Pond	\$ 2,843.00		\$ 2,915.00
Site 7	31-31	Breckenridge Blvd South Pond			
	31-33	Imperial East Pond & Ditch	\$ 822.00		\$ 843.00
Site 8	31-32	Imperial West Pond	\$ 698.00		\$ 715.00
Site 9	17-16	Colette Pond	\$ 2,903.00		\$ 2,976.00
Site 10	31-04	Greenfield Pond		\$ 1,509.00	
Site 11	16-06	Ravinia Creek Wetland	\$ 7,475.00		
Site 12	06-15	Sterling Drive Wetland		\$ 2,622.00	
Site 13	JHW	John Humphrey Woods		\$ 6,793.00	\$ 6,962.00
TOTAL COST			\$ 16,682.00	\$ 16,286.00	\$ 16,401.00

BUSINESS ORGANIZATION:

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

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

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

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

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

JFNew _____ (Corporate Seal)

Business Name



Signature

Mike Lancioni

Print or type name

Vice President

Title

11-21-08

Date

Incorporated in the State of Indiana in 1991. Licensed to do business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

All officers are employees of JFNew and their information is as follows:

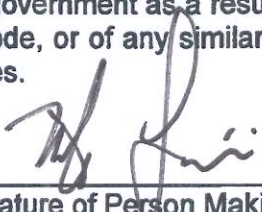
Officers	Title	Address
Will D. Ditzler	President, CEO	708 Roosevelt Road, Walkerton, IN 46574
Robert W. Wolfe	Vice President, Secretary	708 Roosevelt Road, Walkerton, IN 46574
Wendy W. Loehr	Treasurer	708 Roosevelt Road, Walkerton, IN 46574

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

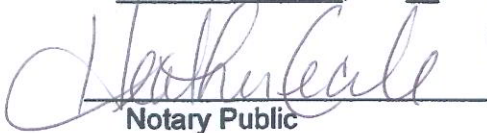
I, Mike Lancioni, being first duly sworn certify
and say that I am Vice President, Director of Sales
(insert "sole owner," "partner," "president," or other proper title)

of JFNew, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 21 Day
of November, 2008.



Notary Public

HEATHER CECRLE
Notary Public, State of Indiana
County of Starke
My Commission Expires Jan. 30, 2013

SEXUAL HARASSMENT POLICY

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

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

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

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

JFNew _____, having submitted a proposal for
Village of Orland Park, Illinois (Name of Contractor) for
Prescribed burns (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and sworn to before
me this 21 day of November, 2008


Notary Public



HEATHER CECRLE
Notary Public, State of Indiana
County of Starke
My Commission Expires Jan. 30, 2013

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

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

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

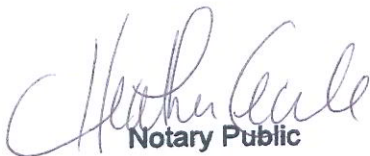
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed;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

ACKNOWLEDGED AND AGREED TO:

BY: 

DATE: November 21, 2008

Subscribed and sworn to before
me this 21 day of November, 2008


Notary Public



HEATHER CECRLE
Notary Public, State of Indiana
County of Starke
My Commission Expires Jan. 30, 2013

TAX CERTIFICATION

I, Mike Lancioni, having been first duly sworn depose and state as follows:

I, Mike Lancioni, am the duly authorized agent for JFNew, which has submitted a proposal to the Village of Orland Park for Prescribed burns and I hereby certify
(Name of Project)

that JFNew is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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

By: [Signature]

Title: VP, Director of Sales

Subscribed and Sworn to
Before me this 21
Day of November, 2008

[Signature: Heather Cecrle]



HEATHER CECRLE
Notary Public, State of Indiana
County of Starke
My Commission Expires Jan. 30, 2013

REFERENCES

(Please Print or Type)
ORGANIZATION

Frankfort Park District, Frankfort Prairie Park

ADDRESS

432 W Nebraska St

CITY, STATE, ZIP

Frankfort, IL 60423

PHONE NUMBER

815-469-2177

CONTACT PERSON

Howard Sloan

DATE OF PROJECT

Fall 2007

ORGANIZATION

Forest Preserve District of Cook Co., IL
Bartel Grassland

ADDRESS

25 E Washington, Ste 1650

CITY, STATE, ZIP

Chicago, IL 60602

PHONE NUMBER

312-427-4256

CONTACT PERSON

Linda Masters

DATE OF PROJECT

2006

ORGANIZATION

Oakland County Parks, MI, Groveland Oaks Park

ADDRESS

2800 Watkins Lake Rd, Bldg 97W

CITY, STATE, ZIP

Waterford, MI 48328

PHONE NUMBER

248-858-1726

CONTACT PERSON

Brittany Bird

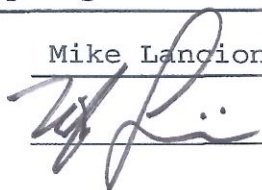
DATE OF PROJECT

Spring 2007

Proposer's Name & Title:

Mike Lancioni, VP, Director of Sales

Signature and Date:



11-21-08

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$3,000,000 – Each Occurrence


\$3,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 21 DAY OF November, 2008



Signature
Mike Lancioni, VP, Dir of Sales
Printed Name & Title

Authorized to execute agreements for:

JFN
Name of Company

Burn Staff Members



JFNew has numerous personnel certified through National Wildfire Coordinating Group (NWCG) to assist in prescribed burning operations, and the equipment to help suppress and maintain firebreaks. Typically, we have between 5 - 10 experienced firefighters assisting with prescribed burn operations and understand the short mobilization notice associated with prescribed burning. JFNew consistently identifies innovative solutions to natural resource management issues and mobilize for each prescribed burn event equipped for all foreseeable contingencies.

To provide the highest quality of service and communication, JFNew has assigned Ryan Postema, as the Project Manager and primary point of contact for the duration of this project. Ryan will serve as the JFNew point-person for all activities leading to an efficient streamlined communication channel. A secondary contact will also be assigned as appropriate to the needs of the project.

The following personnel will be instrumental in acting as Burn Supervisor(s) for the Village of Orland Park Prescribed Burns. Ryan Postema has participated in 11 prescribed fires over the past 7 seasons. Tony St. Aubin has led or participated in 23 prescribed fire in 13 seasons. Steve Barker has 19 seasons of experience with approximately 161 prescribed fires. Of those he has worked on greater than 10 as the Burn Boss on sites greater than 50 acres. Neill Mullet has 16 seasons of burn experience with approximately 48 prescribed fires and at least 10 sites greater than 50 acres as the Burn Boss. Additional trained and experienced personnel will be assigned as needed for safe and successful completion of the prescribed burn to be conducted.

JFNew Staff and Burn Qualifications

Staff Member	Years of Burn Exp.	130/190	1100	L180	Annual refresher	IDNR RX Fire Mgmt	NWCG Fire Mgmt	NPS Basic Wildland	Fire Behavior System Training	Chicago Wilderness Burn Training	Current Red Card	SA120	S-211	S-212	S-131	S-230	S-290	RT130	RX-300	S-390	S-410	Quals*		
Steve Barker	10	2005			2008	2000					Yes		2001	2002	2005	2005	2004						FFT1	
Mark Berninger	1									2008														
Andrew Blackburn	3	2008	2008	2008	2008			2007				2008												
Jon Dittmar	13	2007		2007	2008							2008												
Tyson Edwards	13	1995	1995		2008		2000				Yes	2008				1995								
Neill Mullett	9	2002	2002				2003		2006		Yes	2008			2005	2005	2004	2006	2006	2006				
Scott Namestnik	10	2000	2000		2008						Yes	2008						2006						
Ryan Postema		2005	2005	2005														2006						
Maria Schaefer		2006	2006	2006																				
Tony St. Aubin	8											2008												
Aaron Steber	0	2007	2007	2007																				
Laura Wigren	1									2008														
Tom Ross	12										Yes													

*Task book designations, as determined through NWCG standards

Prescribed Burn Knowledge



Ignition Techniques

Ignition should begin at a designated anchor point; generally, opposite the direction of the prevailing wind. Backing fires and head fires are ignited along fire breaks in opposite directions from the single anchor point. Backing fires should be created opposite the direction of the prevailing wind thus creating a “black-out” behind the fire as the head fire is carried with the direction of the prevailing wind. Strip head fires and flanking fires can be used to limit fire intensity.

Smoke Management

Smoke can be properly managed and dispersed by conducting a prescribed burn with the proper weather conditions. Burning with a low relative humidity, a low wind speed, a high ceiling/mixing height and low fuel moisture can affectively control the amount and dispersal of smoke. Wind direction should also be taken into account to prevent smoke from drifting into areas such as high-traffic streets, airports, high voltage power lines or other sensitive areas.

Weather Interpretation

Weather components such as temperature, relative humidity, and wind speed and direction are important factors in conducting a prescribed burn. Temperature and humidity affect fuel moisture thus affecting the rate of combustion and spread. The amount of fuel moisture and rate of combustion affect the amount of smoke produced as fire spreads. Wind speed and wind direction are important factors in the rate and direction of fire spread and behavior. Fire carries in the direction of the prevailing wind. As areas burn, fuel ahead of the fire is dried and preheated which affects the rate of combustion and spread. Wind speed and direction will also affect smoke management.

Fire Suppression and Mop-up Procedures

The type of fire suppression or mop-up procedure used can be dependent on the fuel type. Using swatters and rakes can be most effective in fine fuels such as grasses and forbs. Swatters are used to smother fire, while rakes can be used to remove fuels from the path of the fire to create a break. Tools such as McLeod rakes or Pulaski axes are useful in woodland areas. These tools can be used to break up dead and downed trees or stumps to extinguish fires or to remove these fuels from a burn unit. Water can be used to reduce fire intensity or completely extinguish a fire. Water can also be used to create wet lines as temporary fire breaks during ignition. Truck-mounted and ATV-mounted tanks and pumps provide large quantities of water for emergency situations and serve as tender for backpack pumps. Backpack pumps are most useful for reducing fire intensity along a fire break or for creating temporary wet lines and are also used in mop-up procedures.

Mop-up procedures are dependent on site characteristics and intensity of the burn. The fuels, location and size of the burn unit(s) will affect mop-up activities. Other environmental considerations may also affect mop-up. In fine fuels such as grasslands, mop-up can be minimal with an effective burn. In savannas and woodlands, mop-up procedures may be more intensive and require stumps, snags and deadfall that may ignite but not burn completely to be extinguished. In urban and suburban areas, extinguishing all fire is recommended. In rural areas, especially large sites, mop-up of interior areas may not be necessary. In areas of incomplete burns, all fire should be completely extinguished to prevent flare-ups or uncontrolled fires from igniting. Mop-up is completed by use of the various tools and actions as previously described to effectively put out the fire.

Previous Neighbor Notification, Letters to Fire Department and Burn Site Report



Please see the following attached documents:

- ✦ Neighbor Notification
- ✦ Sample Notification to Fire Department
- ✦ Sample of Pre-Burn Checklist and Crew Briefing
- ✦ Sample of Rx Burn Go-No-Go Checklist
- ✦ Sample of Prescribed Burning Plan
- ✦ Sample of Burn Summary

Prescribed Burn Notification



PRESCRIBED BURN NOTIFICATION

As a courtesy to local residents we are informing you that JFNew has been contracted to conduct a prescribed burn in your area. Prescribed burning simulates historical processes that once maintained natural areas, and can be very effective in native plant management.

Contact Info:
JFNew
708-534-3450

BURN INFO

Fire clears thatch making way for new growth in the spring. The black, burned surface absorbs and retains heat, giving native plants an early start in the growing season. Burning will also greatly reduce the number of woody species while enhancing the health of the herbaceous species

Since the timing of conducting burns such as these is dependent on favorable conditions, we cannot pinpoint the exact date we will be conducting the event. We anticipate that the burn will be performed between November and April.

While every effort will be made to manage the smoke from these burns and limit the intensity and duration of smoke, we ask that those with severe respiratory concerns contact our office during business hours so that we can inform you the evening before we conduct the burn.

This will allow persons with respiratory limitations to take appropriate measures.

Contact Info:

JFNew

708-534-3450



Wise Growth Through Stewardship

Office Locations:

Crete, Illinois
Indianapolis, Indiana
Cincinnati, Ohio

Grand Haven, Michigan
Walkerton, Indiana

www.jfnew.com
www.jfnewnursery.com

722 W. Exchange, Suite 4
Crete, IL 60417

Phone: 708-367-1130
Fax: 708-367-1132

To:	<u>Ken Dunn</u>	From:	<u>Michael Adams</u>
Company:	<u>Tinley Park Fire Department</u>	Date:	<u>4/12/2004</u>
Fax:	<u>708-444-5299</u>	Pages:	<u>10</u>
Phone:	<u>708-444-5200</u>	CC:	<u></u>
Re:	<u>Fairfield Glen Prescribed Burn</u>		

Mr. Dunn,

As we discussed, I have attached:

- IEPA Open Burning Permit
- Prescribed Burning Plan
- Copy of Homeowner Notification
- Overview map
- Site Plans
- Contact information

A Cook County Permit was not applied for as the site is actually in Will County.

Fuels are sparse with little escape potential; however smoke management is a more significant concern. Homeowner notification is complete, but some residents have requested a phone call on the evening before the burn. Northerly winds are preferred.

If you have questions, please contact myself or Clayton Wooldridge at our office. 708-367-1130. My cell # 708-516-3317

Thank you,

Michael Adams
Project Manager
Restoration Management Div.
JFNew



PRE-BURN CHECKLIST AND CREW BRIEFING

Site Location:

Fire Unit:

Date:

Fire Leader:

A. PRIOR TO CREW BRIEFING

- Fire Unit is as described in plan.
- Required firebreaks complete.
- Permits obtained. Give permit #'s:
- Official and neighbor notifications complete.
- Required equipment is on-site and functioning.
- Planned ignition and containment methods are appropriate.
- List of emergency phone numbers are in each vehicle.
- Planned contingencies and mop-up are appropriate.

B. CREW BRIEFING

- Each crew member has a burn unit map.
- Fire Unit size and boundaries discussed.
- Fire Unit hazards discussed.
- Purpose of burn.
- Anticipated fire and smoke behavior.
- Review of equipment and troubleshooting.
- Check crew qualifications.
- Review organization of crew and assignments.
- Review methods of ignition, holding, mop-up, communications.
- Review contact with the public; traffic concerns.
- Location of vehicles, keys, and nearest phone.
- Location of back-up equipment, supplies, and water.
- Review all contingencies including escape routes.
- Review mop-up procedures.
- Answer questions from crew.
- Give crew members the opportunity to decline participation.

C. PRIOR TO IGNITION

- Weather and fuel conditions are within prescriptions.
- Weather forecast, obtained within two hours of ignition, says prescribed weather will hold for two hours past expected duration of burn.
- Crew members have required protective clothing.
- Crew members have matches.
- Conduct test burn.

D. BEFORE LEAVING BURN UNIT

- Mop-up completed as described in prescription.
- Next morning inspection arranged.
- Notifications of completed burn (if required).

E. NOTE ANY MODIFICATIONS TO RX

Rx Burn Go-No-Go Checklist Unit: _____

- Yes No Are **ALL** fire prescription elements met?
- Yes No Are **ALL** smoke management specifications met?
- Yes No Are **ALL** permits and clearances obtained?
- Yes No Have **ALL** the required notifications been made?
- Yes No Are **ALL** required personnel in the prescribed fire plan on site?
- Yes No Has the contingency planning process adequately considered fuels adjacent to and within a reasonable proximity to the burn area?
- Yes No Has the availability of **ALL** contingency resources been checked, and are they available?
- Yes No Have **ALL** personnel walked the areas they are responsible for?
- Yes No Have **ALL** personnel discussed the objectives of the burn; ignition plan; locations of extra resources such as drinking water, pump can water, drip torch fuel; crew assignments; hazards; safety zones; escape routes; and contingencies?
- Yes No Have **ALL** personnel been shown a map of the entire burn unit?
- Yes No Are the on-site holding forces adequate for containment under the expected conditions?
- Yes No In **YOUR OPINION**, can the prescribed fire meet the planned objectives, and can it be carried out according the approved plan?
- Yes No Do **ALL** crew members accept their assignments?
- Yes No Do **ALL** crew members understand the emergency protocols and cell phone use?
- Yes No Other considerations:
- Yes No Has a test fire been conducted and are conditions deemed safe enough to continue?

I certify that I have reviewed the burn objectives and that all the above questions were answered "YES."

Prescribed Fire Burn Boss

Date



PRESCRIBED BURNING PLAN

JFNew

JFN project number: 030754X Variance No.: _____
 Site Area Name: Five Oaks of Frankfort County: Will
 Projected size of unit to be burned: ~2 acres. Projected date of burning: Fall 2008
 Description of area (include all fuel types present) native grasses and forbs
 Objectives of burn:
To reinstate natural process, annual weed control, enhance diversity of native areas.
 History of previous burns (when burned, results, etc.)
N/A

Weather Conditions for Burn:

Wind Velocity: 5-15 mph Wind Direction: Westerly component Relative Humidity: 25-55 %
 Temperature: 30-70 Days Since Rain: 1 Time of Year: Fall
 Other: _____
 List smoke sensitive areas and descriptions: N/A

Special precautions and contingencies: Smoke management – use low RH, low winds, high ceiling/mixing height, and low fuel moisture for proper smoke dispersion and management. At no time will smoke impede traffic or affect structures within the burn perimeter.

EQUIPMENT NEEDS

BURNING EQUIPMENT

<u>Number</u>	<u>Item</u>
<u>2-4</u>	Flappers
<u>1-3</u>	Council Fire Rakes
<u>1-3</u>	McLeod Rakes
<u>2</u>	Drip Torches
<u>4-6</u>	Water Packs
<u>x</u>	Ignition (lighter, matches, etc)
<u>1</u>	Truck-mounted Water Tank (200 gal)
<u>x</u>	Drip Torch Fuel
_____	Brush Cutter + PPE's
_____	Brush Cutter Fuel
_____	Chainsaw + PPE's
_____	Chainsaw Fuel
<u>x</u>	ATV-mounted Water Tank
<u>x</u>	Other: gas-powered leaf blower

SAFETY EQUIPMENT

<u>Number</u>	<u>Item</u>
<u>x</u>	Helmets
<u>x</u>	Gloves (pr)
<u>x</u>	Goggles
<u>x</u>	Radios
<u>x</u>	Nomex Clothes
<u>x</u>	Weather Kit
<u>x</u>	Safety Kit
_____	Barricades
<u>x</u>	Signs

BURN CREW

Fire Boss: Tony St. Aubin/Ryan Postema Crew Size required: 4 persons.

Sources of crew: JFNew

Crew division of labor (e.g. ignition, control or holding, etc.)

2 ignition, 2 holding

PERMITS, NOTIFICATIONS, SAFETY

PERMITS REQUIRED:

Burning variance: _____

<u>Agency</u>	<u>Individual granting permit, phone</u>	<u>Date granted</u>
<u>IEPA</u>	<u>Edwin Bakowski (217) 782-2113</u>	<u>October 14, 2008</u>

NOTIFICATIONS: (e.g. fire departments, county sheriff, etc.)

<u>Agency</u>	<u>Individual to notify, phone</u>	<u>Date notified</u>
<u>Frankfort Fire Dept</u>		

SAFETY:

Sources of emergency aid: fire fighting: 911

First aid: 911

Police or Sheriff: 911

Traffic control and/or other public safety consideration: Smoke caution signs

Contact list _____

Other: _____

PUBLICITY

Neighbors notified JFNew distributed burn notices to subdivision residents

Reception (e.g. cordial, neutral, hostile): _____

Any contact with news services: NA

FIRING TECHNIQUES and PREPARATIONS

Make a diagram showing ignition sequence, equipment and crew placement, and other important information. Identify the following information: Plan Scale, Burn Block, Firebreaks, North

Burn unit is circular upland prairie buffer surrounding detention basin. Anchor ignition point at east end of unit. Ignition and control lines will vary as fire is carried around the circular basin. Use combination of backing fires, strip head fires, head fires, and flanking fires to limit smoke intensity. Fuel moisture should especially be low to allow for more complete combustion and lessen smoke density. Low winds, low RH, and high mixing height also highly recommended.

Fire breaks: (see diagram)

<u>Position</u>	<u>Method</u>	<u>Date (s) constructed</u>	<u>Completed()</u>
<u>Unit is primarily contained by mowed turf grass, bare soil or water. Mowed burn breaks have been constructed in areas adjacent to developed lots.</u>			

Plan prepared By: Ryan Postema

Reviewed by Project Manager: _____

Reviewed by property owner: _____

Date: November 14, 2008

Date: _____

Date: _____

Prescribed Burn Summary

JFNew

Site Area Name: Mitigation Bank County: Lake County
Project Number: 920813 V1B/control Date of Burn: 11-17-2003 Start Time: 1130
End Time: 1600
Area actually burned: East unit, ~85% burned Area of entire unit: 60 acres

Weather during burn:	<u>Temperature</u>	<u>Rel. Humidity</u>	<u>Wind Direction/Speed</u>
at ignition:	<u>51</u>	<u>41 %</u>	<u>WSW 4-5, G 8</u>
at completion:	<u>50</u>	<u>43</u>	<u>SW 2, G 5</u>

Actual crew size. Attach list of names (and addresses, phone no., when applicable): Steve Barker, Neill Mullet, Ryan Allison, Jen Lemler, Neill Mullet, Sarah Shaw, Michael Adams, Beth Shaffer, Jon Lingstram

Description of firing technique used (attach map or diagram if deemed appropriate): Poor to inadequate fuels (some green growth persisting, annual weeds, lack of grassy, fine fuel component). However, chemical applications in Sept, in addition to several severe frosts, enhanced fuel moisture as well as fuel matrix.

With WSW winds, crew anchored in NE corner of west unit (1A). Crew 1 (6-person led by SB) worked the north line, using a combination of flanking, backing and strip headfiring techniques. Crew 2 (2-person led by RA), worked the east side using both backing and flanking fires. The entire unit was treated as ONE unit. Crew 1 fired 1A-1C and then proceeded with heading and flanking fire on west side of unit (1C-1G). Crew 2 proceeded along east side to 1H (SE corner). Crew 2 absorbed two more Crew 1 personnel at this time, and then closed fire along south side to 1G (SW corner).

Interior ignition and re-burning ensued after the initial burn was completed by SB and JK.

Any weather parameters fall outside prescriptions? If so, state action taken.

Did any weather conditions change, such as wind or temperature? If so, how did the firing technique change? n/a

Any smoke management problems? Local fire department reported a number of calls regarding residents and businesses to the NE. Overall, smoke lift was relatively good.

Any adverse publicity? Letty Zapeda from IDEM arrived at the scene to audit the burn. Checked our burn variance, asked me questions, then left.

Any other problems or effects?

Mop Up Time spent: ~1 hrs Material: little to none

Was all smoldering materials extinguished? Explain. yes

Equipment checked and returned? I hope. We need to adequately check-out//check-in all equipment.

Appraisal of the burn:

Purpose of the fire (check off)

- | | |
|---|--|
| <input checked="" type="checkbox"/> reinstating natural process | <input type="checkbox"/> research |
| <input checked="" type="checkbox"/> maintaining open grassland | <input type="checkbox"/> education of crew |
| <input type="checkbox"/> thinning woodland | <input checked="" type="checkbox"/> prairie restoration |
| <input type="checkbox"/> suppressing brush, invasive woodies | <input type="checkbox"/> removing built-up mulch |
| <input checked="" type="checkbox"/> exotic herbaceous control/suppression | <input checked="" type="checkbox"/> site prep for planting |
| <input type="checkbox"/> reduction of fuel and wildfire hazard | <input type="checkbox"/> others: |

Satisfaction rating: Yes
 No
 Not yet determined

Thoroughness and heat of fire: % burned? Blistering of saplings? Approx. 80% of the eastern unit burned. Cattails, foxtail, willow herb, and rice-cut grass provided the substantial fuel necessary to carry fire. Flame lengths varied from 2-25 feet. Some green Canada thistle and cool season grasses present. Assess results in spring. Re-burn?

Effects on wildlife: Give date of observation and confidence of identification as (1) very confident, (2) moderately confident, (3) best guess.

- dead or injured animals
 active nests destroyed
 signs of life following the fire

Other notes: voles and mice

Overall effects on vegetation:

Overstory trees affected? Assess Salix and Populus in spring. I anticipate relatively good topkill for most of the young saplings (the unit was primarily head fired).

Understory trees and shrubs affected, such as blistering?

Grasses and forbs affected? Fire did not carry where annual weeds persisted.

Amount of litter or duff left? Some little present in areas where fuel moisture was high.

Other effects?

Describe management problems which need action soon: assess Canada thistle and sow thistle in spring, boom spray as necessary. Re-seed customized seed mix and hope the rain comes.

What evaluations are needed in upcoming growing season: response of annual, biennial, and perennial weeds.

Describe possible improvements in preparation, equipment, firing technique, crew organization, control of fire, traffic safety, publicity, evaluation of effects of burning, follow-up, or any other phase of the project: Need adequate native establishment to support thorough burn. Avoid northerly and southerly winds. Treat unit as one burn unit. Strong westerly wind component necessary for adequate smoke dispersion.

Burn summary written by: Steve Barker

Date completed: 12-5-03

Reviewed by: (name and date)

Subcontractor List



JFNew will not utilize any subcontractors for the Village of Orland Park, Illinois Prescribed Burns.

Wildland Firefighting Equipment



The following equipment is owned by JFNew and available for all prescribed burns:

- 4WD Compact utility tractor with 80-200 gallon water tank (multiple units)
- 4WD Crew cab truck with 200 gallon water tank, gas powered pump, hose reel and nozzle(s) (multiple units)
- ATV with 25-60 gallon water tank, gas powered pump, hose reel and nozzle(s) (multiple units)
- Drip torches
- Backpack pumps
- Hand tools including flappers, fire rakes, McLeod rakes, Pulaski axes, leaf rakes and shovels
- Gas-powered tools including chain saws, brush saws, weed-whips and leaf blowers
- Two-way radios and cellular phones
- Personal protective equipment including Nomex fire-resistant clothing, helmets and goggles
- Weather kits (manual and electronic)
- Warning and caution signs
- Fuel

Insurance Certificate



Please see the following page for the insurance certificate for the Village of Orland Park, Illinois Prescribed Burns.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
11/20/2008

PRODUCER (219)464-3511 FAX: (219)531-9446 General Insurance Services 4208 Calumet Ave P.O. Box 1818 Valparaiso IN 46384	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
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A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liab.	CPA0914306	3/5/2008	3/5/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2108328	3/5/2008	3/5/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Cincinnati Insurance Co	CPP0914306	3/5/2008	3/5/2009	Pesticide Included Herbicide Included

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

CERTIFICATE HOLDER Village of Orland Park Denise Domalewski, Contract Administrator 14700 S. Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Craig Menne/KATHRY
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

References



Name: Frankfort Prairie Park (Frankfort, Illinois Park District)
Contact Person: Howard Sloan
Phone: 815-469-2177
Acreage of burn location: 14
Percent estimated burned area: 70%

Name: Bartel Grasslands (Forest Preserve District of Cook County, Illinois),
Openlands
Contact Person: Linda Masters
Phone: 312-427-4256
Acreage of burn location: 180 acres
Percent estimated burned area: 95%

Name: Groveland Oaks Park (Oakland County, Michigan Parks)
Contact Person: Brittany Bird
Phone: 248-858-1726
Acreage of burn location: 1 acre
Percent estimated burned area: 80 %

JFNew Corporate Overview



JFNew was founded in 1989 to help clients navigate environmental regulations and work with regulatory agencies to obtain wetland permits and implement successful mitigation. Since then, we have grown and diversified to become a full-service ecological solutions provider for clients seeking assistance in Sustainable Site Design, Green Infrastructure Implementation, Ecological Restoration and Mitigation, Coastal and Watershed Management, Permitting and Natural Areas Site Maintenance.

Our corporate headquarters and 100+ acre native plant nursery are located in northern Indiana, with a network of satellite offices throughout the Great Lakes region. The JFNew team includes experienced Wetland and Wildlife Biologists, Environmental Scientists and Engineers, Landscape Architects, Hydrologists, Ecologists, Native Plant Specialists and Cultural Resource Professionals dedicated to client service and environmental stewardship.

JFNEW'S APPROACH – Full-Service Ecological Solutions™

JFNew's emphasis is to provide a full-service ecological solution, which helps to improve the success rate of restoration projects. Starting with a detailed site analysis, our team of scientists can customize project designs and specifications to match site conditions and then create an implementation and maintenance plan that allows the new ecosystem to establish itself and succeed over time. Below is a summary of the services JFNew's experienced team of Wetland and Wildlife Biologists, Environmental Scientists, Environmental Engineers, Landscape Architects, Hydrologists, Ecologists, Cultural Resource and Native Plant Specialists can provide:

- Ecological Site Assessments and Studies
- Wetland determination and delineations
- Ecological assessments & surveys
- Rare, Threatened, Endangered (RTE) species surveys
- GPS/GIS data collection and management
- Biological inventories
- Ecological Engineering and Design
- Stormwater design
- Wetland, lake and stream design
- Bioengineering and shoreline stabilization
- Wastewater treatment wetlands
- Permitting
- U.S. Army Corps of Engineers / 404
- State wetland, 401 and isolated wetlands
- Cultural Resources
- Endangered species
- Native Plant and Seed Supply
- Wetland, Prairie, Woodland
- Materials grown from pure live seed
- Bioengineering materials
- Ecological Restoration and Implementation
- Wetland, Stream, Prairie establishment
- Bioengineering
- Native landscaping
- Construction and construction oversight
- Site Management and Maintenance
- Invasive and exotic species control
- Prescribed burning
- Mitigation & Restoration Monitoring





Applications of JFNew Solutions



GREEN INFRASTRUCTURE Alternative stormwater Best Management Practices (BMPs), such as bio-swales and rain gardens, can provide natural stormwater runoff solutions and can minimize the strain on traditional infrastructure while improving the quality of water and ecosystems. JFNew has significant experience in green infrastructure design, engineering and implementation, and can provide a scientific site analysis, create a customized project specification and implement the plan to ensure system capacity is optimized over the life of the project.

SUSTAINABLE SITES, CAMPUSES AND NEIGHBORHOODS

JFNew helps clients sustainably manage their natural resources on academic, corporate, medical and government campuses to minimize water usage, reduce stormwater discharge, improve energy efficiency and restore and beautify natural areas for the enjoyment of the occupants and visitors. For example, converting turf grass areas to native landscaping reduces irrigation needs, limits chemical treatments, and reduces mowing and the associated carbon emissions. This type of natural enhancement helps lower operating costs while at the same time restoring native habitats that contribute to occupant wellness and productivity.



ECOLOGICAL RESTORATION AND MITIGATION The need for ecological restoration is growing due to human and natural activities that damage or destroy landscapes and native habitats. Pressure from population growth and changes in climate are increasing the urgency of restoration in areas such as wetlands, streams, coastal areas and migratory routes. JFNew uses a scientific approach to design and implement restoration plans that resulting in the enhancement of thousands of acres of sensitive areas and native landscapes.

LINEAR CORRIDOR CONSULTING The energy, transportation and recreation sectors face a unique set of environmental challenges in their linear corridor projects. JFNew's experience in this segment is extensive, with demonstrated results in site analysis, permitting, mitigation and construction oversight. We have assisted in obtaining permits on hundreds of miles of pipeline and overhead utility projects, and have provided construction oversight to ensure projects proceed on schedule with the smallest possible environmental impact.



Applications of JFNew Solutions (cont'd)



WATERSHED, LAKE AND STREAM ENHANCEMENT

Issues of water availability, water quality and flooding have gained prominence in light of development growth and climate change. The ecological team at JFNew recognizes the importance of managing these challenges at the regional level and has an experienced team of aquatic and watershed biologists, hydrologists and engineers in place to provide practical solutions. JFNew conducts watershed, lake and stream studies and master plans to identify causes of water quality impairment and habitat loss. Our team can then design and implement measures to enhance water quality and restore natural habitat.



COASTAL RESOURCE MANAGEMENT Coastal preservation issues create challenges in both developed and natural areas. JFNew's approach to these challenges is based on a recognition that both natural processes and environmental regulations are in play for coastal projects. JFNew's team of experienced professionals are recognized as leaders in coastal zone management issues. Our expertise includes critical dune protection and management, high-risk erosion area restorations, rare, threatened and endangered (RTE) species surveys, bluff stabilization, native landscaping and restoration, site planning in sensitive areas and local planning/zoning support.

CULTURAL RESOURCE MANAGEMENT Many times, restoration or development projects occur in sites that contain artifacts of historical value.~ When this occurs, projects can become stalled by regulatory requirements or backlash from concerned stakeholders.~ JFNew has an experienced team of Cultural Resource Managers with the capability to do site assessments, assist with preservation and documentation of archaeological assets and expedite the permitting process to keep projects moving forward.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
1/21/2009

PRODUCER (219)464-3511 FAX: (219)531-9446 General Insurance Services 4208 Calumet Ave P.O. Box 1818 Valparaiso IN 46384	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured: Village of Orland Park and their respective officers, trustees, directors, employees and agents. Policies are primary and non contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Waiver of Subrogation in favor of Additional Insureds in regards to General Liability and Workers Compensation coverages.

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DISCLAIMER

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Village of Orland Park
14700 S. Ravina Ave.
Orland Park, IL 60462

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

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

Endorsement Effective 1/21/09 Policy No. WC2108328 Endorsement No.

m Insured JFNew & Associates
Premium \$ Incl.
Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENDED LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. 180 Day Coverage for Newly Formed or Acquired Organizations	9
6. Waiver of Subrogation	9
→ 7. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; and State or Political Subdivisions - Permits Relating to Premises	
8. Property Damage to Borrowed Equipment	12
9. Employees as Insureds - Specified Health Care Services:	13
Nurses; Emergency Medical Technicians; and Paramedics	
10. Broadened Notice of Occurrence	13

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

8. Property Damage to Borrowed Equipment

Each Occurrence Limit \$ 10,000
Deductible \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) **Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) **Inadequacy of Performance of Investment / Advice Given with Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) **Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) **Available Benefits**

Any claim for benefits to the extent that such benefits are

available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) **Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) **Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. **Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but

only with respect to the conduct of a business of which you are the sole owner.

- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we

will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions.

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written no-

tice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when c. below applies. If this

insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. **No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. **Additional Definitions**

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

- scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly

employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2., Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War and the Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or

- 2) Loss caused by or resulting from any of the following:

- a) Wear and tear;
- b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- c) Smog;
- d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or

flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

- (2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:
 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.
- (3) The most we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this

Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

7. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

(1) Any person or organization described in Paragraph 7.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 7.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that

part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 7.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 7.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or

- agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing

or substance by or for the vendor.

- 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 7.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

 - 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (3) Any insurance provided to an additional insured designated under Paragraph 7.a.(2) Subparagraphs (a), (b) and (d) does not apply to "bodily injury", "property damage" or, "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured.

b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

Condition 5. **Other Insurance** is amended to include:

- (1) Where required by a written contract or agreement, this insurance is primary and / or non-contributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- (2) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
- (a) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (b) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

8. **Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions SECTION I - COVERAGES, COVERAGE A. -**

BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Property Damage to Borrowed Equipment Section B. Limits of Insurance, 8. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 8. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in **Section B. Limits of Insurance, 8. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **SECTION I - COMMERCIAL LIABILITY CONDITIONS 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1) (d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

10. Broadened Notice of Occurrence

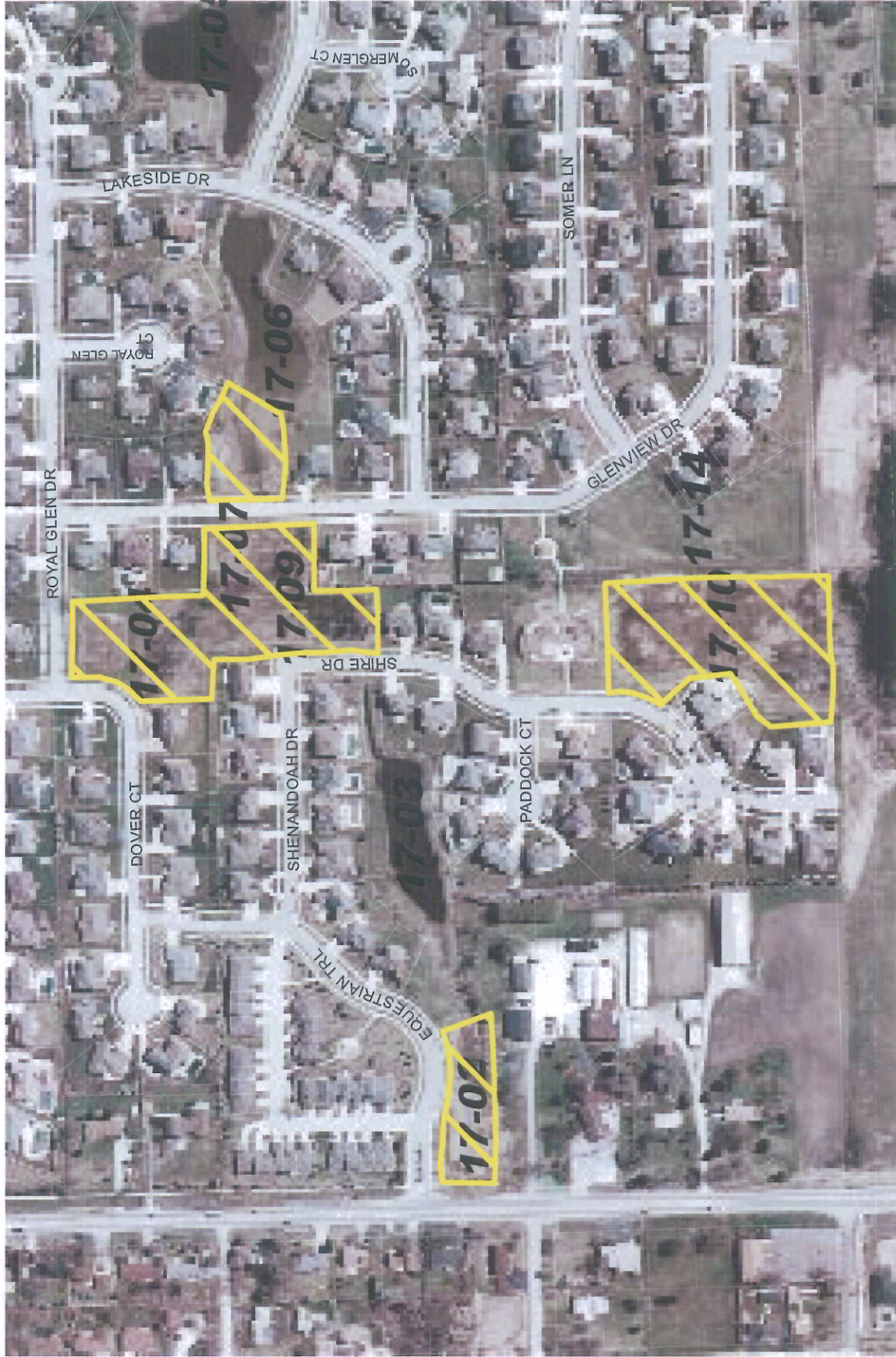
Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

SITES 1,2&3



1. EQUESTRIAN TRAIL WEST POND #17-02 11199 EQUESTRIAN DR. .80 ACRES
2. FAWN CREEK POND #17-04 15513 FAWN CREEK LN. 3.90 ACRES
2. LAKESIDE POND #17-06 15600 LAKESIDE DR.
2. GLENLAKE NORTH POND #17-07 15600 GLENLAKE DR.
2. SHIRE NORTH POND #17-09 15641 SHIRE DR.
3. SHIRE SOUTH POND #17-10 15701 SHIRE DR. 2.65 ACRES

1 inch = 300 feet



SITES 4&5



- 4. TALLGRASS POND #03-10 13621 TALL GRASS TR. 1.4 ACRES
- 5. LEGEND TRAIL POND #03-11 13825 LEGEND TR. 1.1 ACRES

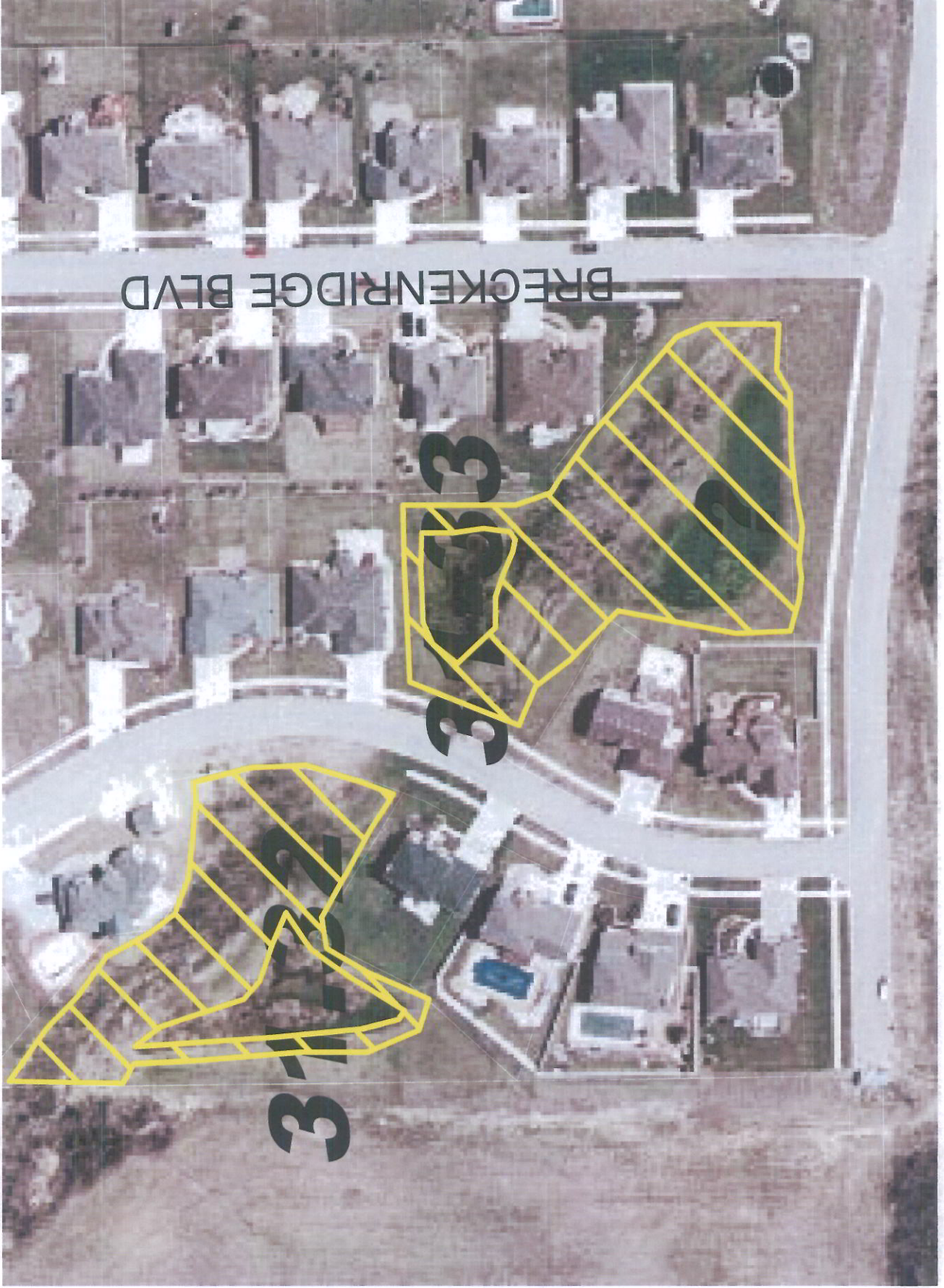
1 inch = 200 feet

SITE 6



6. BETH POND #32-05 10942 BETH DR. 4.4 ACRES 1 inch = 200 feet

SITES 7&8



7. BRECKENRIDGE BLVD. SOUTH POND #31-31

7. IMPERIAL EAST POND (INCLUDING DITCH) #31-33

8. IMPERIAL WEST POND #31-32 .79 ACRES

1.0 ACRES

1 inch = 100 feet

SITE 9



9. COLETTE POND #17-16 15801 PARK STATION BLVD 4.5 ACRES

1 inch = 200 feet

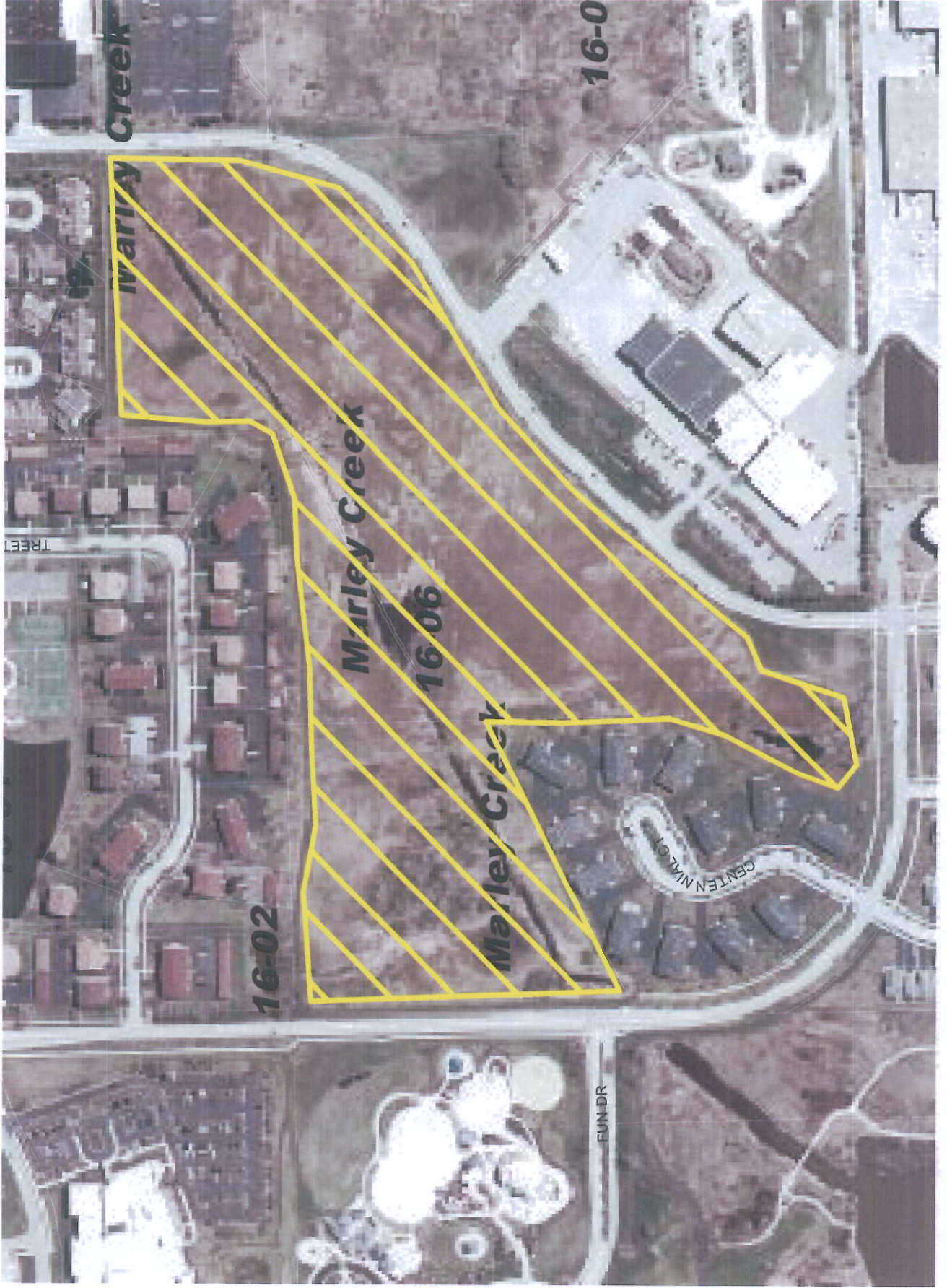
SITE 10



10. GREENFIELD POND #31-04 17660 GREENFIELD CT. 2.0 ACRES

1 inch = 200 feet

SITE 11



11. RAVINIA CREEK WETLANDS #16-06 15650 RAVINIA AVE. 30.40 ACRES 1 inch = 300 feet

SITE 12



12. STERLING DR. WETLAND #06-15 14133 STERLING DR. 3.8 ACRES

1 inch = 200 feet

