

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0189

Innoprise Contract #: C13-0050

Year: 2013-15

Amount: \$66,894.05

Department: Parks & Public Works

Contract Type: Services

Contractors Name: Forever Green Lawn Care, Inc.

Contract Description: Fertilization and Broadleaf Weed Control
2013-\$66,894.05
2014-\$68,528.87
2015-\$69,618.75

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

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

May 8, 2013

Mr. Scott Basnett
Forever Green Lawn Care, Inc.
7802 Taft
Merrillville, IN 46410

RE: *NOTICE TO PROCEED*
Fertilization and Broadleaf Weed Control

Dear Mr. Basnett:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of May 1, 2013.

Please contact Frank Stec at 708-403-6139 (Parks) or John Ingram at (708) 403-6104 (PW) 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 April 22, 2013. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: John Ingram
Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
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April 22, 2013

Mr. Scott Basnett
Forever Green Lawn Care, Inc.
7802 Taft
Merrillville, Indiana 46410

NOTICE OF AWARD – Fertilization and Broadleaf Weed Control 2013-2015

Dear Mr. Basnett:

This notification is to inform you that on April 15, 2013, the Village of Orland Park Board of Trustees approved awarding Forever Green Lawn Care, Inc. the contract in accordance with the bid you submitted dated March 7, 2013, for Fertilization and Broadleaf Weed Control 2013-2015 for a total amount of Sixty Six Thousand Eight Hundred Ninety-Four and 05/100 (\$66,894.05) Dollars per year for 2013; Sixty Eight Thousand Five Hundred Twenty-Eight and 87/100 (\$68,528.87) Dollars per year for 2014; and Sixty Nine Thousand Six Hundred Eighteen and 75/100 (\$69,618.75) Dollars per year for 2015. The total amount is subject to change due to sites being added or removed at the Village's discretion.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 6, 2013.

- I am enclosing the Contract for Fertilization and Broadleaf Weed Control 2012-2014. 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.
- 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. The sample certificate submitted with your proposal does not list the Village as additional insured.

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 and insurance are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a

purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

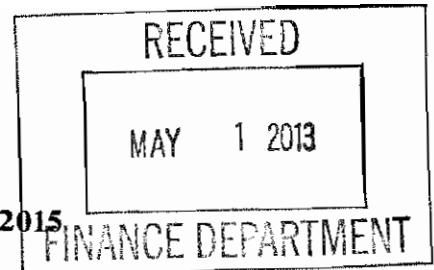
Sincerely,



Contract Administrator

cc: Frank Stec
John Ingram

VILLAGE OF ORLAND PARK
Fertilization and Broadleaf Weed Control 2013-2015
(Contract for Services)



This Contract is made this **22nd day of April, 2013** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Forever Green Lawn Care, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Request for Proposals issued February 18, 2013
- The Instructions to Proposers, dated February 18, 2013
- This Contract
- The Terms and Conditions
- The Proposal dated March 7, 2013, as it is responsive to the VILLAGE'S RFP requirements
- Classification I (Parks) Unit Price Bid Sheet
- Classification II (Parks) Unit Price Bid Sheet
- Classification IV (Parks) Unit Price Bid Sheet
- Classification II (Public Works) Unit Price Bid Sheet
- Classification IV (Public Works) Unit Price Bid Sheet
- All Certifications required by the Village
- Certificates of insurance

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:

Fertilization and Broadleaf Weed Control Applications on select Village property sites in accordance to Classification and Village Schedule as defined in the Classification Sheets. All work shall be performed per specifications as defined in the Request for Proposal.

Special Conditions

- Once job is started, company has three (3) weeks to complete total job, weather permitting;
- No fertilizers should be applied within 15 feet of any water's edge;
- At no time when residents are present should application be applied;
- Areas such as parking islands and around buildings must be applied by hand.

Classification I Properties – Fertilization & Weed Control three (3) times per year

April – 14-0-4 w/ Nutri-Pel 38% Prodiamine Herbicide

- All fertilizer rates are 0.75 lb / N / 1000

July – 28-0-4 50% XCU w/ Nutri-Pel with Mec Amine-D 3pts / acre

- All fertilizer rates are 0.75 lb / N / 1000

Late October – 28-0-4 50% XCU w/ Nutri-Pel with Mec Amine-D 3pts / acre

- All fertilizer rates are 0.75 lb / N / 1000

Classification II Properties – Fertilization & Weed Control two (2) times per year

April – 28-0-4 50% XCU w/ Nutri-Pel with Mec Amine-D 3pts / acre

- All fertilizer rates are 0.75 lb / N / 1000

Late October – 28-0-4 50% XCU w/ Nutri-Pel with Mec Amine-D 3pts / acre

- All fertilizer rates are 0.75 lb / N / 1000

Classification IV Properties – Weed Control once a year

Late May Broadleaf Weed Control Only – Mec Amine-D 3pts / acre

(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 amounts for performance of the described services:

The Contractor shall be paid only for each location treated in accordance with the proposed prices submitted as listed on the attached “Classification Schedules,” not to exceed the following amount per year (with the exception of site additions):

<u>Type</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Classification I (Parks)	\$ 21,832.47	\$ 21,832.47	\$ 21,832.47
Classification II (Parks)	\$ 34,428.42	\$ 36,063.24	\$ 37,153.12
Classification IV (Parks)	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00
Classification II (Public Works)	\$ 220.80	\$ 220.80	\$ 220.80
Classification IV (Public Works)	\$ 6562.36	\$ 6562.36	\$ 6562.36
TOTAL	\$ 66,894.05	\$ 68,528.87	\$ 69,618.75

The Village may, at its discretion, select individual sites not to be treated or treated on a different schedule. The Village may also add sites not currently listed. In the event of site additions throughout the course of the contract:

The CONTRACTOR will perform the work for Classification I properties at Seventy-Two and No/100 (\$72.00) Dollars per acre with no minimum for sites added that are less than one acre.

The CONTRACTOR will perform the work for Classification II properties at Forty and No/100 (\$40.00) Dollars per acre with no minimum for sites added that are less than one acre.

The CONTRACTOR will perform the work for Classification IV properties at Seventy-Two and No/100 (\$72.00) Dollars per acre with no minimum for sites added that are less than one acre.

In addition, the CONTRACTOR agrees to comply with the following conditions:

- A. Chemical application of designated areas will be on a pre-approved schedule. Generally the season will begin in April and end in October. Each application MUST be completed within a 3 week period (weather permitting).
- B. Products used must be registered and approved by the United States Environmental Protection Agency and the Illinois Department of Agriculture for use in ornamental lawns.
- C. All operators and applicators must be certified and licensed with the State of Illinois. Copies of all applicator's and operator's licenses must be provided to the Village of Orland Park prior to the first treatment of properties.
- D. All applicable M.S.D.S. sheets shall be forwarded to the Purchasing Department, 14700 Ravinia Avenue, Orland Park, IL 60462.
- E. To insure public safety the Director of Parks and the Director of Public Works must be notified in writing a minimum of 48 hours prior to and immediately after any application of fertilizer or herbicide. Notification details should include location and approximate time areas will be treated. These notifications can be in the form of a fax transmittal (Parks: 708-403-6289; Public Works: 708-403-8798) during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

- F. All treated property to be posted according to the Local and State ordinances at the time of treatment.
- G. Contractor is to bill each department separately (Classification I, Classification II & Classification IV – Recreation and Parks Department; Classification II and Classification IV – Public Works Department).
- H. Invoices must include name and address of contractor, purchase order number, an itemized listing of work performed, and the date of completion during the billing period.
- I. Bill the Village Departments monthly for services rendered no later than the 10th of the month following an application period.

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 a receipt of a Notice to Proceed. The term of this contract shall be for one seasonal year (2013) but shall be automatically renewed on calendar year end (December 31st) for each of two (2) successive years unless the Village notifies the Contractor in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. The contract 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:

Scott Basnett, President
Forever Green Lawn Care, Inc.
7802 Taft
Merrillville, Indiana 46410
Telephone: 219-365-6778
Facsimile: 219-365-1430
e-mail: bmcguffin@shadesofgreentruf.com (Brian)

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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of

Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 5/3/13

FOR: THE CONTRACTOR

By: Forever Green Lawn Care Inc

Print Name: SCOTT BASNETT

Its: Scott Basnett

Date: 4/23/13

Fertilization and Broadleaf Weed Control 2013-15

Unit Price Bid Sheet - Parks

Contract No.	Site ID	Name	Location	Acres	Cost 2013	Cost 2014	Cost 2015
Class I	Fert and Weed control (3 times a year)						
	K16-03	Centennial Park	15600 West Avenue	45.00	\$4,455.00	\$4,455.00	\$4,455.00
	K09-07	Humphrey Complex	147th and West Avenue	22.91	\$2,268.09	\$2,268.09	\$2,268.09
	K09-13	Recreation Admin & Pond	14600 Ravinia	2.20	\$217.80	\$217.80	\$217.80
	K09-14	Village Complex & Pond	14700 Ravinia	3.40	\$336.60	\$336.60	\$336.60
		Class I Totals		73.51	7277.49	7277.49	7277.49
CLASS II	Fertilization & Weed Control (Two times a year)						
2051	K03-04	138th Street Outlots	13820 92nd Avenue	3.25	\$204.75	\$214.50	\$221.00
2064	K04-02	143rd Street Metra Station	143rd and Southwest Highway	0.20	\$12.60	\$13.20	\$13.60
2062	K16-05	151st Street Tot Lots	10347 151st Street	0.24	\$15.12	\$15.84	\$16.32
2061	K17-02	153rd Street Metra Station	10401 153rd Street	1.95	\$122.85	\$128.70	\$132.60
2074	K14-02	159th Street Highlands	159th Street	9.81	\$618.03	\$647.46	\$667.08
2055	K31-02	179th Street Metra Station	17901 Southwest Highway	2.05	\$129.15	\$135.30	\$139.40
2052	K09-11	Beacon Ave Lot	14443 Beacon Avenue	0.36	\$22.68	\$23.76	\$24.48
2026	K-16-01	Bill Young Park	15255 Huntington	0.28	\$17.64	\$18.48	\$19.04
2057	K99-04	Breckenridge Park	Breckenridge Dr. & Imperial Dr.	1.38	\$86.94	\$91.08	\$93.84
2006	K03-01	Brentwood Park	8901 Pine Street	5.20	\$327.60	\$343.20	\$353.60
2009	K09-01	Brown Park	14701 Westwood Drive	1.20	\$75.60	\$79.20	\$81.60
2080	K35-04	Bunratty Park	Fernoy & Bunratty	4.20	\$264.60	\$277.20	\$285.60
2023	K14-01	Cachey Park/Detention	8401 Wheeler Drive	9.85	\$620.55	\$650.10	\$669.80
2027	K16-02	Camano Real	15229 El Camano Terrace	0.50	\$31.50	\$33.00	\$34.00
2066	K06-03	Centennial Park West	15650 Park Station Blvd	12.20	\$768.60	\$805.20	\$829.60
2067	K16-07	Centennial Pool	15600 West Avenue	3.90	\$245.70	\$257.40	\$265.20
2059	K20-01	Circle Drive	135th & Circle Drive	0.04	\$2.52	\$2.64	\$2.72
2079	K35-05	Colette Park	Park Station Blvd	3.10	\$195.30	\$204.60	\$210.80
2007	K03-02	Colonial Park	9324 139th Street	7.74	\$487.62	\$510.84	\$526.32
2068	K09-08	Cooper Lot	147th and Ravinia Avenue	3.00	\$189.00	\$198.00	\$204.00
2020	K11-01	Country Club Estates	14449 Country Club Lane	1.52	\$95.76	\$100.32	\$103.36
2042	K06-01	Creekside Park	14100 Haverhill Lane	2.20	\$138.60	\$145.20	\$149.60
2081	K35-06	Crescent Park	9705 142nd Street	3.00	\$189.00	\$198.00	\$204.00
2049	K23-02	Crystal Woods Park	16098 Laurel Drive	1.40	\$88.20	\$92.40	\$95.20
2041	K29-04	Deerpont Park	17300 Deerpoint Drive	3.75	\$236.25	\$247.50	\$255.00
2035	K30-01	Discovery Park	11501 Brookhill Drive	11.60	\$730.80	\$765.60	\$788.80
2040	K10-01	Dogwood Park	150th St. & Dogwood Dr.	0.63	\$39.69	\$41.58	\$42.84
2010	K09-02	Doogan Park	14700 Park Lane	10.10	\$636.30	\$666.60	\$686.80
2050	K32-03	Eagle Ridge II Park	11190 Bernard Drive	12.00	\$756.00	\$792.00	\$816.00

Fertilization and Broadleaf Weed Control 2013-15
Unit Price Bid Sheet - Parks

Contract No.	Site ID	Name	Location	Acres	Cost 2013	Cost 2014	Cost 2015
2015	K32-05	Eagle Ridge III Park	179th and 108th Avenue	3.56	\$224.28	\$234.96	\$242.08
2038	K32-01	Eagle Ridge Park	10755 Eagle Ridge Drive	10.40	\$655.20	\$686.40	\$707.20
2039	K29-03	Emerald Estates Park	10550 Emerald Avenue	5.00	\$315.00	\$330.00	\$340.00
2030	K17-01	Equestrian Park	15657 Shire Drive	1.18	\$74.34	\$77.88	\$80.24
2070	K02-07	Evergreen Park	141st & Boxwood Lane	29.40	\$1,852.20	\$1,940.40	\$1,999.20
2013	K09-05	George Brown Commons	15045 West Avenue	0.20	\$12.60	\$13.20	\$13.60
2017	K23-03	Georgetown Park	Emerson & Providence Square	2.20	\$138.60	\$145.20	\$149.60
2036	K30-02	Grasslands Park	17050 Steeplechase Parkway	2.40	\$151.20	\$158.40	\$163.20
2024	K15-01	Helen Park/Retention	9001 Helen Lane	3.75	\$236.25	\$247.50	\$255.00
2008	K03-03	Heritage Park	14039 Concord Drive	3.10	\$195.30	\$204.60	\$210.80
2014	K09-06	Hostert Log Cabin	14671 West Avenue	1.50	\$94.50	\$99.00	\$102.00
2045	K09-10	Humphrey House	9801 144th Place	0.38	\$23.94	\$25.08	\$25.84
2044	K09-09	Humphrey Lot	9801 144th Place	0.14	\$8.82	\$9.24	\$9.52
2002	K02-02	Ishnala Park	8300 West Red Oak Lane	2.00	\$126.00	\$132.00	\$136.00
2003	K02-03	Ishnala Woods Park	13600 South 80th Avenue	5.70	\$359.10	\$376.20	\$387.60
2058	K13-04	Keystone Bike Path	7806 Keystone Road	0.62	\$39.06	\$40.92	\$42.16
2046	K13-02	Kruse School Ballfields	7617 Hemlock Drive	4.51	\$284.13	\$297.66	\$306.68
2033	K29-01	Laurel Hill Park	11011 Laurel Hills Drive	1.50	\$94.50	\$99.00	\$102.00
2072	K06-03	Long Run Creek	Long Run Dr. & Cornhill Dr.	3.50	\$220.50	\$231.00	\$238.00
2034	K29-02	Mallard Landing Park	17169 Deer Run Drive	1.35	\$85.05	\$89.10	\$91.80
2073	K32-04	Marley Creek Park	Marley Creek & Autumn Ridge	8.80	\$554.40	\$580.80	\$598.40
2053	K32-02	Mission Hills Park	17530 San Bernardino Drive	3.50	\$220.50	\$231.00	\$238.00
2056	K01-01	Newberry Park	7910 Newberry Drive	1.43	\$90.09	\$94.38	\$97.24
2011	K09-03	Old Village Hall	14415 Beacon Avenue	0.25	\$15.75	\$16.50	\$17.00
2037	K31-01	Orland Woods Park	11605 Kiley Lane	0.87	\$54.81	\$57.42	\$59.16
2065	K35-01	Parkview Park	8700 West Butterfield	1.19	\$74.97	\$78.54	\$80.92
2004	K02-04	Perminas Park	14201 Cristina Avenue	7.20	\$453.60	\$475.20	\$489.60
2075	K09-12	Police Station (New)	151st Street & Ravinia Avenue	3.00	\$189.00	\$198.00	\$204.00
2018	K10-02	Pulte Park	9105 Carlisle	0.60	\$37.80	\$39.60	\$40.80
2048	K02-01	Quintana Park	138th Place and 83rd Avenue	0.55	\$34.65	\$36.30	\$37.40
2054	K16-06	Ravinia Avenue Bike Path	15450 Ravinia Avenue	0.73	\$45.99	\$48.18	\$49.64
2016	K09-08	Robert Davidson Center	147th Street & Park Lane	0.25	\$15.75	\$16.50	\$17.00
2082	K35-07	Saratoga Park	97th Ave. & 161st St.	1.00	\$63.00	\$66.00	\$68.00
2019	K10-03	Schussler Park & Sports Fields	14609 Poplar Road	15.50	\$976.50	\$1,023.00	\$1,054.00
2077	K35-03	South Marley Creek	Marley Creek Boulevard	0.75	\$47.25	\$49.50	\$51.00
2060	K35-02	Sportsplex	11351 W. 159th Street	4.00	\$252.00	\$264.00	\$272.00
2031	K18-01	Spring Creek Park	11240 Poplar Creek Lane	1.75	\$110.25	\$115.50	\$119.00
2043	K02-05	Sunny Pine Park	13701 88th Avenue	0.41	\$25.83	\$27.06	\$27.88

Unit Price Bid Sheet - Parks

Contract No.	Site ID	Name	Location	Acres	Cost 2013	Cost 2014	Cost 2015
2076	K32-06	Swallow Ridge Park	Swallow Ridge	0.51	\$32.13	\$33.66	\$34.68
2069	K99-01	Tamplier/McGinnis Park	110th and 139th Streets	4.00	\$252.00	\$264.00	\$272.00
2029	K16-04	Treetop Park	15400 Treetop Drive	0.20	\$12.60	\$13.20	\$13.60
2022	K13-01	Veterans Park	7721 Wheeler Drive	3.90	\$245.70	\$257.40	\$265.20
2025	K15-03	Village Square Parkq	Regent and Windsor	7.50	\$472.50	\$495.00	\$510.00
2005	K02-06	Wedgewood Commons Park	14201 South 82nd Avenue	2.20	\$138.60	\$145.20	\$149.60
2021	K11-02	Wedgewood Park	8200 Eynsford Drive	1.94	\$122.22	\$128.04	\$131.92
2032	K23-01	Wlodarski Park	16651 Robinhood Drive	1.40	\$88.20	\$92.40	\$95.20
		Village Homes					
2073	K15-04	Lots	14610 Westwood	0.45	\$48.60	\$48.60	\$48.60
		TOTALS Class II	Cost per one application:	272.92	\$ 17,214.21	\$ 18,031.62	\$ 18,576.58
CLASS IV							
		Fertilization & Weed Control (Once per year)					
		Late May Weed Control Only					
2069	K13-05	Colonial Pk to Tinley Creek Power Line		43.6	\$1,950.00	\$1,950.00	\$1,950.00
2047	K13-03	Catalina High Lines	151st St. to 157th St.	42.28	\$1,900.00	\$1,900.00	\$1,900.00
		TOTAL Class IV (1 app per year)		85.88	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00
		TOTAL Class II (2 apps per year)			\$ 34,428.42	\$ 36,063.24	\$ 37,153.12
		TOTAL Class I (3 apps per year)			\$ 21,832.47	\$ 21,832.47	\$ 21,832.47
		TOTALS PER YEAR		432.31	\$ 60,110.89	\$ 61,745.71	\$ 62,835.59
		SITE ADDITIONS Cost per acre *			\$72.00	\$72.00	\$72.00
* Price will be prorated depending on site size. Indicate minimum cost, if any, for sites less than one (1) acre.							
Example:							
Site #1 - .5 acres @ \$40.00/acre = \$20.00							
Site #2 - .1 acres @ \$40.00/acre = \$10.00 minimum/site							
Site #3 - 1.25 acres @ \$40.00/acre = \$50.00							
				Forever Green Lawn Care, Inc.			
				Name of Company			

Fertilization and Broadleaf Weed Control Unit Price Bid Sheet - Public Works

Contract #	Site ID	Name	Location	Acres	Fertilization?	Cost 2013	Cost 2014	Cost 2015
Class IV		Weed Control (once a year)						
3084	01-01	TETON POND	13551 Ishnala Dr	1.70	No	62.56	62.56	62.56
3060	01-02	APACHE POND	14010 Apache Ln	0.57	No	20.98	20.98	20.98
3001	02-02	VILLA WEST CREEK	8695 W. 135th St	1.35	No	49.68	49.68	49.68
3061	02-04	CARO VISTA POND	13799 84th Ave	2.25	No	82.80	82.80	82.80
3062	02-06	ISHNALA POND	13625 Sandalwood Dr	1.50	No	55.20	55.20	55.20
3063	02-07	PERMINAS POND	14201 Cristina Ave	1.60	No	58.88	58.88	58.88
3064	02-08	SUNNYPINE POND	8725 Pine St	2.66	No	97.89	97.89	97.89
3090	02-10	87th AVENUE EAST POND	14291 S. 87th Ave	1.28	No	47.10	47.10	47.10
3089	02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	1.53	No	56.30	56.30	56.30
3091	02-13	140th STREET WETLAND	8758 W. 140th St	0.60	No	22.08	22.08	22.08
3065	03-03	HERITAGE POND	14031 Concord Dr	1.00	No	36.80	36.80	36.80
3109	03-10	TALLGRASS POND	13621 Tallgrass Tr	0.84	No	30.91	30.91	30.91
3110	03-11	LEGEND TRAIL POND	13835 Legend Tr	0.40	No	14.72	14.72	14.72
3085	05-01	COUNTRYSIDE POND	13700 Spring Ln	1.37	No	50.42	50.42	50.42
3002	05-02	KNOLLWOOD POND	11151 Marilyn Ct	0.60	No	22.08	22.08	22.08
3003	05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.90	No	33.12	33.12	33.12
3112	05-09	BUNRATTY POND	11120 Marilyn Terrace	0.10	No	9.20	9.20	9.20
3113	05-10	BUNRATTY PARK POND	14041 Fernoy Drive	1.25	No	46.00	46.00	46.00
3004	06-01	PINEWOOD NORTH POND #2	13530 McCabe Dr	1.00	No	36.80	36.80	36.80
3005	06-02	PINEWOOD NORTH POND #1	13850 McCabe Ct	1.20	No	44.16	44.16	44.16
3066	06-06	HAVERHILL POND	14100 Haverhill Ln	4.20	No	154.56	154.56	154.56
3092	08-24	CRYSTAL MEADOW POND	10810 Crystal Meadow Ct	0.65	No	23.92	23.92	23.92
3093	08-25	ROYAL OAKS POND	11027 Royal Oaks Ln	0.70	No	25.76	25.76	25.76
3006	09-03	BROWN PARK POND	10299 147th St	3.00	No	110.40	110.40	110.40
3007	10-02	ORLAND SQUARE POND	9100 W. 151st St	4.50	No	165.60	165.60	165.60
3067	11-01	WEDGWOOD ESTATES POND #1(N)	14300 82nd Ave	0.82	No	30.18	30.18	30.18
3068	11-02	WEDGWOOD ESTATES POND #2(S)	14300 82nd Ave	0.64	No	23.55	23.55	23.55
3086	13-02	CASHEW POND	7656 Cashew Dr	6.40	No	235.52	235.52	235.52
3094	13-04	COLONADES POND	7500 W. 157th St	1.75	No	64.40	64.40	64.40
3101	13-05	VERITAS POND #2	15720 S. 77th Ave	1.20	No	44.16	44.16	44.16
3102	13-06	VERITAS POND #1	7700 W. 158th Ct	0.72	No	26.50	26.50	26.50
3103	13-07	VERITAS POND #3	7729 W. 158th Ct	0.60	No	22.08	22.08	22.08
3104	14-01	BOB-O-LINK POND	8230 Bob-O-Link Dr	1.90	No	69.92	69.92	69.92
3050	14-02	LIBERTY SCHOOL POND	8700 W. 152nd St	2.75	No	101.20	101.20	101.20
3100	14-03	EDGEWOOD POND	15324 Edgewood Dr	1.60	No	28.88	28.88	28.88
3049	14-05	ORLAND GOLFVIEW POND	15531 Merion Dr	3.50	No	128.80	128.80	128.80
3069	14-06	CACHEY POND #4	8400 W. 157th St	6.70	No	246.56	246.56	246.56
3056	14-07	CACHEY POND #1	8021 W. 157th St	1.80	No	66.24	66.24	66.24

Fertilization and Broadleaf Weed Control Unit Price Bid Sheet - Public Works

Contract #	Site ID	Name	Location	Acres	Fertilization?	Cost 2013	Cost 2014	Cost 2015
3057	14-08	CACHEY POND #3	8101 W. 157th St	1.75	No	64.40	64.40	64.40
3058	14-09	CACHEY POND #2	8201 W. 157th St	3.80	No	139.84	139.84	139.84
3087	14-10	NISSAN POND	15735 86th Ave	2.35	No	86.48	86.48	86.48
3095	15-02	PARK HILL POND #1	15799 Parkhill Dr	4.00	No	147.20	147.20	147.20
3051	15-03	TORREY PINES POND	15746 Torrey Pines	1.96	No	72.13	72.13	72.13
3011	15-06	HELEN POND	9011 Helen Ln	1.76	No	64.77	64.77	64.77
3012	16-01	TREETOP POND #2	15400 Treetop Dr	4.86	No	178.85	178.85	178.85
3046	16-02	TREETOP POND #1	9937 Treetop Dr	1.00	No	36.80	36.80	36.80
3111	17-02	EQUESTRIAN TRAIL WEST POND	11199 Equestrian Dr	0.61	No	22.45	22.45	22.45
3088	17-15	ASHBOURN POINT POND	15319 Jillian Rd	0.73	No	26.86	26.86	26.86
3013	18-01	SPRING CREEK POND	11250 Poplar Creek Ln	2.80	No	103.04	103.04	103.04
3014	18-02	ARBOR POINT POND	11801 W. 151st St	0.87	No	32.02	32.02	32.02
3096	20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.78	No	28.70	28.70	28.70
3070	22-01	SETON PLACE POND	9460 Seton Pl	0.15	No	9.20	9.20	9.20
3015	29-03	GREAT EGRET POND	10631 Great Egret Dr	1.75	No	64.40	64.40	64.40
3016	29-04	MALLARD LANDING PARK POND	17199 Deer Run Dr	0.73	No	26.86	26.86	26.86
3047	29-06	WHITE TAIL POND	10701 White Tail Run	1.16	No	42.69	42.69	42.69
3071	29-08	LAUREL HILLS POND	11001 Laurel Hill Dr	0.82	No	30.18	30.18	30.18
3072	29-11	CHURCHILL POND	10655 Churchill Dr	0.93	No	34.22	34.22	34.22
3073	29-13	BUCK DRIVE WETLAND	10640 Buck Dr	0.45	No	16.56	16.56	16.56
3097	29-20	CAPISTRANO NORTH POND	10510 Capistrano Ln	1.40	No	51.52	51.52	51.52
3053	29-22	CAPISTRANO SOUTH POND	17436 Capistrano Ln	1.70	No	62.56	62.56	62.56
3074	29-23	172nd STREET POND	10948 W. 172nd St	2.17	No	79.86	79.86	79.86
3075	29-24	DEER POINT PARK POND	10947 W. 172nd St	0.90	No	33.12	33.12	33.12
3017	31-01	BROOKHILL POND #1	17898 Brookhill Dr	2.40	No	88.32	88.32	88.32
3018	31-02	BROOKHILL POND #2	17888 Brookhill Dr	2.25	No	82.80	82.80	82.80
3019	31-04	GREENFIELD POND	17660 Greenfield Ct	5.97	No	219.70	219.70	219.70
3020	31-06	KILEY POND	11555 Kiley Ln	2.60	No	95.68	95.68	95.68
3076	31-20	MARLEY BLVD MIDDLE POND	18121 Marley Blvd	1.00	No	36.80	36.80	36.80
3105	31-31	BRECKENRIDGE BLVD SOUTH POND	18256 Breckenridge Blvd	0.72	No	26.50	26.50	26.50
3106	31-32	IMPERIAL WEST POND	18210 Imperial Ln	0.46	No	16.93	16.93	16.93
3107	31-33	IMPERIAL EAST POND	18237 Imperial Ln	0.36	No	13.25	13.25	13.25
3059	32-02	EAGLE RIDGE POND #2	17900 104th Ave	3.85	No	141.68	141.68	141.68
3077	32-05	BETH POND	10942 Beth Dr	1.29	No	47.47	47.47	47.47
3054	32-07	DIEGO POND	10555 Diego Ln	2.25	No	82.80	82.80	82.80
3052	32-08	AMBER POND	10510 Amber Ln	1.83	No	67.34	67.34	67.34
3078	P35-01	PARKVIEW ESTS POND & PARK	8701 Butterfield Ln	1.19	No	43.79	43.79	43.79
3021	R02-01	TOWER #7	13600 Cherry Drive	0.51	No	18.77	18.77	18.77
3022	R03-01	TOWER #9	9248 William Court	0.30	No	11.04	11.04	11.04

Fertilization and Broadleaf Weed Control Unit Price Bid Sheet - Public Works

Contract #	Site ID	Name	Location	Acres	Fertilization?	Cost 2013	Cost 2014	Cost 2015
3023	R03-02	NORTH ENTRANCE SIGN	13925 LaGrange Road	0.10	No	9.20	9.20	9.20
3079	R05-01	110th AVENUE PROPERTY	10958 139th St	1.30	No	47.84	47.84	47.84
3024	R06-01	PINEWOOD NORTH LIFT STA.	13617 McCabe Drive	0.20	No	9.20	9.20	9.20
3025	R06-02	139TH STREET ROW	Wolf Rd. to Stockton Dr.	0.30	No	11.04	11.04	11.04
3026	R07-01	BRAMLETT COURT ROW	W-C Rd to 11807 Brmlt Ct	0.45	No	16.56	16.56	16.56
3027	R09-01	RAVINIA ROW	147 to 151, 149th med	4.60	No	169.28	169.28	169.28
3028	R09-02	FIRST AVENUE ROW	144th St & First Avenue	0.10	No	9.20	9.20	9.20
3029	R09-03	WEST AVENUE R.R. ROW	144th & West Avenue	0.20	No	9.20	9.20	9.20
3030	R10-01	LUNAR FENCE ROW	Franklin Ct to Orland Ct	1.53	No	56.30	56.30	56.30
3031	R10-02	FAIRWAY ROW	94th Ave - J.H.D to Fairway Dr	0.40	No	14.72	14.72	14.72
3080	R10-03	143rd STREET ROW	Lagrange Rd. to Harlem Ave.	5.80	No	213.44	213.44	213.44
3032	R11-01	TOWER #4	14605 So. 88th Avenue	0.10	No	9.20	9.20	9.20
3033	R13-01	151st STREET ROW	Harlem to West Ave	4.80	No	176.64	176.64	176.64
3034	R13-02	TOWER #5	7200 Wheeler Drive	0.61	No	22.45	22.45	22.45
3035	R13-03	CEMETARY	15590 Harlem Avenue	0.93	No	34.22	34.22	34.22
3108	R13-04	80th AVENUE MEDIAN	151st Street to 159th Street	0.58	No	21.34	21.34	21.34
3008	R14-01	TINLEY CREEK WHEELER LOT	8535 Wheeler Dr	0.30	No	11.04	11.04	11.04
3009	R14-02	TINLEY CREEK PLUM TREE LOT	15526 Plum Tree Dr	0.15	No	9.20	9.20	9.20
3036	R15-01	94th AVENUE ROW	151st St. to 159th St.	0.40	No	14.72	14.72	14.72
3037	R15-02	TOWER #10	15800 88th Avenue	0.25	No	9.20	9.20	9.20
3038	R15-03	MAIN PUMP STATION	8800 Thistlewood Dr	5.12	No	188.42	188.42	188.42
3039	R16-01	PUBLIC WORKS & ROW	15655 Ravinia Ave	6.70	No	246.56	246.56	246.56
3040	R16-02	153rd STREET ROW	RRXing to Palos Primary	1.00	No	36.80	36.80	36.80
3114	R16-03	159th & LAGRANGE RD MEDIAN	159th St & LaGrange Rd	0.84	No	30.91	30.91	30.91
3041	R18-01	SPRING CREEK LIFT STATION	15200 Wolf Road	0.20	No	9.20	9.20	9.20
3081	R31-03	183rd ST - MARLEY CRK ROW	Marley Crk Blvd to Imperial Lane	2.10	No	77.28	77.28	77.28
3082	R31-04	MARLEY CREEK BLVD ROW	179th St. to Twin Lakes Dr.	0.60	No	22.08	22.08	22.08
3043	R32-01	TOWER #1	17801 Wolf Road	0.34	No	12.51	12.51	12.51
3083	R32-02	ORLAND PARKWAY ROW	LaGrange Rd. to Wolf Road	2.10	No	77.28	77.28	77.28
3098	R32-03	ORLAND PARKWAY MEDIAN	LaGrange Rd. to Wolf Road	1.35	No	49.68	49.68	49.68
3099	R32-04	ORLAND PARKWAY LIFT STATION	10370 Orland Parkway	0.10	No	9.20	9.20	9.20
3044	R33-01	131st STREET LIFT STATION	10000 Creek Road	0.10	No	9.20	9.20	9.20
3048	R33-03	TOWER #6	9701 131st St	0.20	No	9.20	9.20	9.20
3045	R35-01	88th AVENUE ROW	135th St. to Creek	0.45	No	16.56	16.56	16.56

**Fertilization and Broadleaf Weed Control
Unit Price Bid Sheet - Public Works**

Contract #	Site ID	Name	Location	Acres	Fertilization?	Cost 2013	Cost 2014	Cost 2015
CLASS II		Fertilization & Weed Control (twice per year)						
3055	02-01	VILLA WEST POND	8699 W. 135th St	3.00	Yes	220.80	220.80	220.80
		TOTALS PER YEAR		180.84		\$6,783.16	\$6,783.16	\$6,783.16
		SITE ADDITIONS Cost per acre *				\$ 40.00	\$ 40.00	\$ 40.00
* Price will be prorated depending on site size. Indicate minimum cost, if any, for sites less than one (1) acre.								
Example:								
Site #1 - .5 acres @ \$40.00/acre = \$20.00		Forever Green Lawn Care						
Site #2 - .1 acres @ \$40.00/acre = \$4.00 minimum/site		Name of Company						
Site #3 - 1.25 acres @ \$40.00/acre = \$50.00								

PROPOSAL SUMMARY SHEET

Fertilization & Broadleaf Weed Control 2013-2015

Project Name

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

Organization Name: Forever Green Lawn Care

Street Address: 7802 Taft

City, State, Zip: Merrillville IN 46410

Contact Name: Scott Barnett

Phone: 219-365-6778 Fax: 219-365-1430

E-Mail address: _____

FEIN#:  _____

Please complete Unit Price Sheets from Section III and include in submittal.

Signature of Authorized Signee: Scott Barnett

Title: President

Date: 3/7/13

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)

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.

X 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.

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.

Forever Green Lawn Care
Business Name

(Corporate Seal)

Scott Barnett
Signature

Scott Barnett
Print or type name

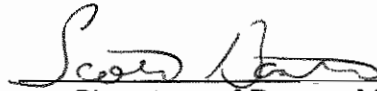
President
Title

2/7/13
Date

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

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

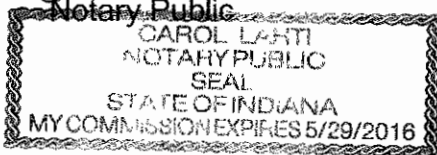
I, Scott Bassett, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)
of Forever Green Lawn Care, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state 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 7TH Day
of MARCH, 2013.

Carol Lahti

Notary Public


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)

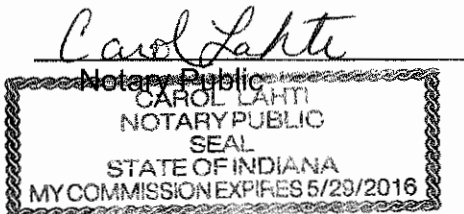
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

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

Scott Bassett, having submitted a proposal for
Forever Green Lawn Care (Name of Contractor) for
Fertilization of Parks (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: Scott Bassett
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 7TH Day
of MARCH, 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.

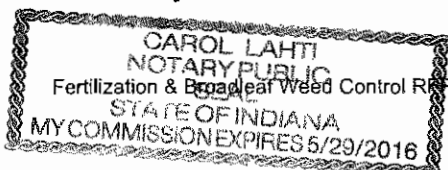
ACKNOWLEDGED AND AGREED TO:

BY: 

DATE: 3/7/13

Subscribed and Sworn To
Before Me This 7TH Day
of MARCH, 2013.


Notary Public



TAX CERTIFICATION

I, Scott Barnett, having been first duly sworn
depose and state as follows:

I, Scott Barnett, am the duly
authorized

agent for Forever Green Lawn Care, which
has

submitted a proposal to the Village of Orland Park for

Fertilization + Broadleaf weed control and I hereby certify
(Name of Project)

that Forever Green Lawn Care 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

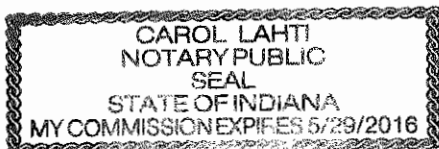
b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: Scott Barnett

Title: President

Subscribed and Sworn To
Before Me This 7th Day
of MARCH, 2013.

Carol Lahti
Notary Public



REFERENCES

(Please Print or Type)

ORGANIZATION Truly Park Park District
 ADDRESS 8125 W 171st
 CITY, STATE, ZIP Truly Park, IL
 PHONE NUMBER 708-342-4261
 CONTACT PERSON Ryan Veldman
 DATE OF PROJECT 2008 - present

ORGANIZATION Purdue University / Calumet
 ADDRESS 2200 169th ST.
 CITY, STATE, ZIP Hammond IN 46323
 PHONE NUMBER 219-989-0699
 CONTACT PERSON John Bachmann
 DATE OF PROJECT 2006 - Present

ORGANIZATION Village of Glenwood
 ADDRESS 415 N. VIRGINIA AVE
 CITY, STATE, ZIP Glenwood IL 60425
 PHONE NUMBER 708-753-2413
 CONTACT PERSON PAT McAnney
 DATE OF PROJECT 2011 - Present

Proposer's Name & Title: Brian McGuffin OPERATION Manager

Signature and Date: Brian McGuffin 3-6-13



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/5/2013

PRODUCER PAMPALONE INSURANCE AGENCY INC 6695 Broadway Merrillville, IN 46410-3549 (219) 736-6000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED FOREVER GREEN LAWN CARE, INC. SHADES OF GREEN, INC. P.O. BOX 480 ST. JOHN, IN 46373 219-365-6778	INSURERS AFFORDING COVERAGE INSURER A: Auto-Owners INSURER B: Property-Owners INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS				
B		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMSMADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC	TPP09028072	01-01-13	01-01-14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				46-226064-03	01-01-13	01-01-14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY ☐ ANY AUTO								AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMSMADE DEDUCTIBLE RETENTION \$							46-0226064-02	01-01-13
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under SPECIAL PROVISIONS below OTHER	09028070	01-01-13	01-01-14	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000					

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

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park 14700 S. ravinia Ave. Orland Park, IL 60462	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2013

PRODUCER PAMPALONE INSURANCE AGENCY INC 6695 Broadway Merrillville, IN 46410-3549 (219) 736-6000		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED FOREVER GREEN LAWN CARE, INC. SHADES OF GREEN, INC. P.O. BOX 480 ST. JOHN, IN 46373 219-365-6778		INSURERS AFFORDING COVERAGE INSURER A: Auto-Owners INSURER B: Property-Owners INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	Y	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMSMADE ☒ OCCUR	TPP09028072	01-01-13	01-01-14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC				
B	Y	AUTOMOBILE LIABILITY ☒ ANYAUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	46-226064-03	01-01-13	01-01-14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMSMADE DEDUCTIBLE RETENTION \$	46-0226064-02	01-01-13	01-01-14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	09028070	01-01-13	01-01-14	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured: Village of Orland Park, and their respective officers, trustees, directors, employees and agents with respect to General Liability and Auto Liability, on a primary/non-contributory basis with Umbrella following Form. Waiver of subrogation in favor of the additional insured under general liability is in place. see attached

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas A. Pampalone

COMMERCIAL GENERAL LIABILITY
55091 (10-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. EXTENDED WATERCRAFT LIABILITY

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, g., exclusion (2) is deleted and is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

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Page 1 of 8

- 2) Otherwise in the course of transit by you or on your behalf; or
 - 3) Being disposed of, stored, treated or processed into or upon the "auto";
- (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.
- c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- c. (1) (b) and c. (1) (c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured 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:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured

other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily Injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.

- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
- c. Your members if you are designated in the Declarations as a limited liability company.
- d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - (1) Such person; or
 - (2) Any partner or "executive officer" of yours or a member of his or her household; or
 - (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY and SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04**, is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE:**

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350**, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350**, is not attached to this policy, then under **SECTION V - DEFINITIONS, 15. "Personal injury"** is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy; or
 - f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of**

Occurrence, Offense, Claim Or Suit, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a. Limits of Insurance**.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

(1) "Property damage" to:

- (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

- (a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- (b) Cracking, settling, expansion or shrinking;
- (c) Smoke or smog;
- (d) Birds, insects, rodents or other animals;
- (e) Wear and tear;
- (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - 1) You make a reasonable effort to maintain heat in the building or structure; or
 - 2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

- (a) Water that backs up from a drain or sewer;
- (b) Mud flow or mudslide;
- (c) Volcanic eruption, explosion or effusion;
- (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

(e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

(f) Water under the ground surface pressing on, or seeping or flowing through:

- 1) Walls, foundations, floors or paved surfaces;
- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

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- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions, applicable to this provision only:

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

- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

4. 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 there is no other similar insurance available to that organization. However:

- a. Coverage 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;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.