

2012-0167

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](http://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 15, 2012

Mr. Tom Lemmen  
TruGreen, Inc.  
13520 Cicero Avenue  
Crestwood, Illinois 60445

**RE: NOTICE TO PROCEED**  
**Fertilization and Broadleaf Weed Control 2012-2014**

Dear Mr. Lemmen:

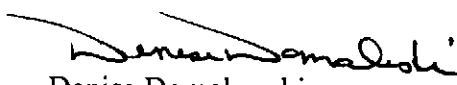
This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of May 11, 2012. We are also in receipt of your acknowledgement letter dated May 11, 2012 confirming adherence to product and contract specifications.

Please contact Frank Stec at 708-403-6139 or Tom Martin at 708-403-6103 to arrange the commencement of the work.

The Village will be processing separate Parks and public Works Purchase Orders and they 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 27, 2012 in an amount not to exceed Forty Six Thousand Ninety-Seven and No/100 (\$46,097.00) Dollars per year for Parks and Eight Thousand Six Hundred Ninety-Two and No/100 (\$8,692.00) Dollars per year for Public Works, with the exception of site additions. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Frank Stec  
Tom Martin



TruGreen Limited Partnership  
13520 S Kenton  
Crestwood, IL 60445  
708-597-4000  
Fax: 708-396-2793

May 11, 2012

Frank Stec  
Village of Orland Park  
14700 Ravinia Av.  
Orland Park, IL 60462

Dear Mr. Stec,

This is to confirm that TruGreen will follow the product specifications to the letter.

Please contact me with any additional questions.

A handwritten signature in black ink, appearing to read "Tom Lemmen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tom Lemmen  
TruGreen Commercial Services  
708-932-7609

Mayor  
Daniel J. McLaughlin  
Village Clerk  
David P. Maher  
14700 Ravinia Avenue  
Orland Park, IL 60462  
(708) 403-6100  
[www.orland-park.il.us](http://www.orland-park.il.us)



Parks & Building Maintenance

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

May 11, 2012

Tom Lemmen  
Trugreen  
PO Box 838  
Midlothian, IL 60445  
(708) 396-0755

Dear Mr. Lemmen:

In order to continue servicing the Village of Orland Park, Trugreen must assure that the product specifications (24-3-10 with duration) listed in the contract will be followed to the letter. Chemical application of designated areas will be on a **pre-approved schedule**. Generally the season will begin in May and end in October. Each application **MUST** be completed **within a 3-week period** (weather permitting) as stated in the bid specs. The Village of Orland Park proposed to enter into a contract agreement for a period through February 30, 2013, with an option to extend agreement for an additional two (2) years per Village approval. Any deviation from the contracted specifications will be considered a breach of contract. It should be noted that a notice to proceed has not been issued and will not be issued until such assurances are received.

If you have any questions please feel free to contact me.

A handwritten signature in black ink, appearing to read "Frank Stec", is written over a horizontal line.

Frank Stec  
Director of Parks & Building Maintenance  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462  
[fstec@orland-park.il.us](mailto:fstec@orland-park.il.us)  
(708) 403-6139 office  
(708) 403-6289 fax

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](http://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

April 27, 2012

Mr. Tom Lemmen  
TruGreen  
13520 S. Kenton Avenue  
Crestwood, Illinois 60445

**NOTICE OF AWARD – Fertilization and Broadleaf Weed Control 2012-2014**

Dear Mr. Lemmen:

This notification is to inform you that on April 16, 2012, the Village of Orland Park Board of Trustees approved awarding TruGreen the contract in accordance with the bid you submitted dated March 20, 2012, for Fertilization and Broadleaf Weed Control 2012-2014 for a total amount of Fifty Four Thousand Seven Hundred Eighty-Nine No/100 (\$54,789.00) Dollars per year for each of the three years of the contract. 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 11, 2012.

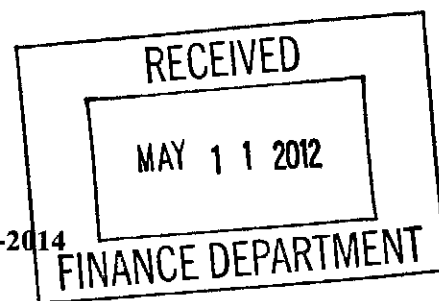
- I am enclosing the Contract for Fertilization and Broadleaf Weed Control 2012-2014. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

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

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: Frank Stec  
John Ingram

**VILLAGE OF ORLAND PARK**  
**Fertilization and Broadleaf Weed Control 2012-2014**  
(Contract for Services)



This Contract is made this **27th day of April, 2012** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Trugreen (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 Invitation to Bid dated March 6, 2012
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid Proposal, dated March 20, 2012, as it is responsive to the VILLAGE'S bid requirements
- Classification II (Parks) Unit Price Bid Sheet
- Classification IV (Parks) 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 bid specifications.*

## **CLASSIFICATIONS**

### **CLASS II – PROPERTIES ... GENERAL PARK AREAS**

#### **FERTILIZER**

- May and September applications;
- Fertilizer 24-3-10 50% duration at the rate of 1lb N per 1000 sq ft.;
- 180 SGN Sizing
- Application using granular with approved turf type spreader;

#### **WEED CONTROL**

- May and September applications;
- Application using Speedzone 3-way herbicide at label rate with approved turf type spray equipment.

### **CLASS IV - PROPERTIES ... RETENTION/DETENTION/RIGHT-OF-WAY**

#### **WEED CONTROL ONLY**

- May application to public grounds for weed control only;
- Application using Speedzone 3-way herbicide at label rate with approved turf type spray equipment.

At no time when residents are present should application be applied.

(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:

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

|                                    |                                                                                |
|------------------------------------|--------------------------------------------------------------------------------|
| Classification II (Parks) -        | Forty Three Thousand Four Hundred Thirty-Four and No/100 (\$43,434.00) Dollars |
| Classification IV (Parks) -        | Two Thousand Six Hundred Sixty-Three and No/100 (\$2,663.00) Dollars           |
| Classification IV (Public Works) - | Eight Thousand Six Hundred Ninety-Two and No/100 (\$8,692.00) Dollars          |

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 II properties at Seventy and No/100

(\$70.00) 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 Forty-Five and No/100 (\$45.00) Dollars per acre with no minimum for sites added that are less than one acre.

The fees stated above will remain the same for each year of the three year term of the contract, unless 30 days written notice is given prior to the annual anniversary date of the executed contract that the Village does not wish to renew the contract.

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

1. Written notification must be made on the "Broadleaf Completion Report" to the Director of Parks (fax PARKS 708-403-6289) and Director of Public Works (fax PUBLIC WORKS 708-403-8798) within 48 hours prior to and immediately after any fertilizer or herbicide application. Notification details should include location, site ID, date, and approximate time areas will be treated.
2. All and or any regulations regarding the spraying and fertilization on school property must comply with all State, School District and local laws. MUST call School District prior to treatment to make sure they are ready for your service.
3. Chemical application of designated areas will be on a pre-approved schedule. Generally the season will begin in May and end in October. Each application MUST be completed within a 3 week period (weather permitting).
4. All vehicles or equipment shall be identified by the contractor's name for purpose of identification.
5. Products used must be registered and approved by the USEPA and IL. Dept. of Ag. For use on ornamental lawns. All applicable M.S.D.S. sheets must be forwarded to the Purchasing Department, 14700 Ravinia Avenue, Orland Park, IL 60462.
6. 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 prior to the start of the first treatment.
7. Contractor is to bill each department separately (Classification II & Classification IV – Recreation and Parks Department; Classification IV – Public Works Department).
8. 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.
9. Bill the Village Departments monthly for services rendered no later than the 10<sup>th</sup> 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 (2012) but shall be automatically renewed on calendar year end (December 31<sup>st</sup>) 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](mailto:ddomalewski@orland-park.il.us)

**To the CONTRACTOR:**

Tom Lemmen  
TruGreen  
13520 S. Kenton Avenue  
Crestwood, Illinois 60445  
Telephone: 708-932-7609  
Facsimile: 708-385-1522  
e-mail: [tomlemmen@trugreenmail.com](mailto:tomlemmen@trugreenmail.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

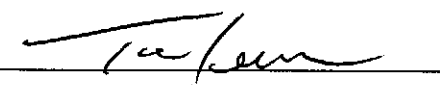
By: 

Print Name: **Paul G. Grimes**  
**Village Manager**

Its: \_\_\_\_\_

Date: 5/14/12

FOR: THE CONTRACTOR

By: 

Print Name: TOM LEMMEN

Its: REGION COMMERCIAL SALES

Date: 5-11-12

## BIDDER SUMMARY SHEET

Fertilization and Broadleaf Weed Control 2012  
Project Name

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

Firm Name: TRUGREEN

Address: 13520 S. KENTON AV.

City, State, Zip Code: CRESTWOOD, IL 60445

Contact Person: TOM LEMMEN

FEIN #: [REDACTED]

Phone: (708) 932-7609 Fax: (708) 385-1522

E-mail Address: TOMLEMMEN@TRUGREENMAIL.COM

Signature of Authorized Signee: [Signature]

Title: REGION COMMERCIAL SITES MGR. Date: 3-20-12

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

|                               | 2012             | 2013             | 2014             |
|-------------------------------|------------------|------------------|------------------|
| TOTAL BID PRICE Parks:        | \$ <u>46,097</u> | \$ <u>46,097</u> | \$ <u>46,097</u> |
| TOTAL BID PRICE Public Works: | \$ <u>8,692</u>  | \$ <u>8,692</u>  | \$ <u>8,692</u>  |

**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 bid.

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

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

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

TRUGREEN (Corporate Seal)  
Business Name

[Signature] TOM LEMMEN  
Signature Print or type name

Regional Commercial Sales Mgr 3-20-12  
Title Date

TRUGREEN LIMITED PARTNERSHIP  
a Delaware limited partnership  
(36-3734669)

General Partner -

TruGreen, Inc.  
(a Delaware corporation) (1%)  
(36-3734601)  
860 Ridge Lake Blvd.  
Memphis, TN 38120

|

ServiceMaster Holding Corporation  
(a Delaware corporation)(100%)  
860 Ridge Lake Blvd.  
Memphis, TN 38120

Limited Partner -

TruGreen Companies L.L.C.  
(a Delaware limited liability company) (99%)  
(36-4313320)  
860 Ridge Lake Blvd.  
Memphis, TN 38120

|

Managers -

ServiceMaster Consumer Services Limited Partnership  
(a Delaware limited partnership)(98.9%)  
(36-3729226)  
860 Ridge Lake Blvd.  
Memphis, TN 38120

|

ServiceMaster Consumer Services, Inc.  
(a Delaware corporation)(1.1%)  
(36-3729225)  
860 Ridge Lake Blvd.  
Memphis, TN 38120

|

The ServiceMaster Company  
(a Delaware corporation)(100%)  
(36-3858106)  
860 Ridge Lake Blvd.  
Memphis, TN 38120

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

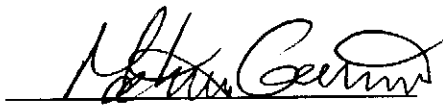
**IMPORTANT:      THIS CERTIFICATION MUST BE EXECUTED.**

I, TOM LEMMEN, being first duly sworn certify  
and say that I am REGION COMMERCIAL SALES MANAGER  
(insert "sole owner," "partner," "president," or other proper title)

of TRUGREEN, 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 20 Day  
of March, 2012

  
\_\_\_\_\_  
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:

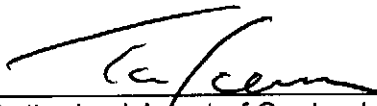
"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint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

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

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

I, TOM LEMMEN, having submitted a bid for TRUGREEN (Name of Contractor) for FERTILIZATION & BROADLEAF WEED CONTROL (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:

  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 20 Day  
of March, 2012

  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by

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

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

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

**ACKNOWLEDGED AND AGREED TO:**

BY:   
WITNESS:   
DATE: 3/20/12

**TAX CERTIFICATION**

I, TOM LEMMEN, having been first duly sworn depose and state as follows:

I, TOM LEMMEN, am the duly authorized agent for TRUGREEN, which has

submitted a bid to the Village of Orland Park for

FERTILIZATION & BROADLEAF WEED CONTROL and I hereby certify  
(Name of Project)

that TRUGREEN 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.

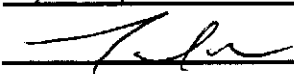
By: [Signature]

Title: REGIONAL COMMERCIAL SALES MGR.

Subscribed and Sworn To  
Before Me This 20 Day  
of March, 2012

[Signature]  
Notary Public

## REFERENCES

|                   |                                                                                                    |
|-------------------|----------------------------------------------------------------------------------------------------|
| ORGANIZATION      | <u>Village of Tinley Park</u>                                                                      |
| ADDRESS           | <u>16250 S. Oak Park Av</u>                                                                        |
| CITY, STATE, ZIP  | <u>Tinley Park, IL 60477</u>                                                                       |
| PHONE NUMBER      | <u>708-444-5000</u>                                                                                |
| CONTACT PERSON    | <u>Kelly Borak</u>                                                                                 |
| DATE OF PROJECT   | <u>Multiple Dates</u>                                                                              |
| ORGANIZATION      | <u>Alsip Park District</u>                                                                         |
| ADDRESS           | <u>12521 S. Koster Av.</u>                                                                         |
| CITY, STATE, ZIP  | <u>Alsip, IL 60803</u>                                                                             |
| PHONE NUMBER      | <u>708-389-1003</u>                                                                                |
| CONTACT PERSON    | <u>Daren McLaughlin</u>                                                                            |
| DATE OF PROJECT   | <u>Multiple Dates</u>                                                                              |
| ORGANIZATION      | <u>City of Palos Heights</u>                                                                       |
| ADDRESS           | <u>7607 W. College Dr.</u>                                                                         |
| CITY, STATE, ZIP  | <u>Palos Heights, IL 60463</u>                                                                     |
| PHONE NUMBER      | <u>708-361-1806</u>                                                                                |
| CONTACT PERSON    | <u>Scott Smith</u>                                                                                 |
| DATE OF PROJECT   | <u>Multiple Dates</u>                                                                              |
| Bidder's Name:    | <u>TRUGREEN</u>                                                                                    |
| Signature & Date: | <u> 3-20-12</u> |

## 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)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

Any insurance policies providing the coverage 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. 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 20<sup>th</sup> DAY OF MARCH, 2012

Signature

Tom Lemmen - REGIONAL COMMERCIAL  
Printed Name & Title SALES MGR.

Authorized to execute agreements for:

TRU GREEN  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/09/2011

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

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

|                                                                                                                      |                                             |                                       |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>Chicago IL Office<br>200 East Randolph<br>Chicago IL 60601 USA | <b>CONTACT NAME:</b>                        |                                       |
|                                                                                                                      | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 | <b>FAX (A/C. No.):</b> (847) 953-5390 |
| <b>INSURED</b><br>TruGreen Limited Partnership<br>860 Ridge Lake Boulevard<br>Memphis TN 38120-9434 USA              | <b>E-MAIL ADDRESS:</b>                      |                                       |
|                                                                                                                      | <b>INSURER(S) AFFORDING COVERAGE</b>        |                                       |
|                                                                                                                      | <b>NAIC #</b>                               |                                       |
|                                                                                                                      | <b>INSURER A:</b> Zurich American Ins Co    | 16535                                 |
|                                                                                                                      | <b>INSURER B:</b> American Zurich Ins Co    | 40142                                 |
|                                                                                                                      | <b>INSURER C:</b>                           |                                       |
|                                                                                                                      | <b>INSURER D:</b>                           |                                       |
| <b>INSURER E:</b>                                                                                                    |                                             |                                       |
| <b>INSURER F:</b>                                                                                                    |                                             |                                       |

**COVERAGES****CERTIFICATE NUMBER:** 570044620482**REVISION NUMBER:**

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

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                            | ADDL INSR | SUBR WYD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b>                                                                                                                                                                                                                                                                     |           |          | GL0293865605             | 01/01/2012              | 01/01/2015              | EACH OCCURRENCE \$3,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$3,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COMP/OP AGG Included |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> Pesticide or Herbicide Applicator Cov |           |          |                          |                         |                         |                                                                                                                                                                                                                                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                                                                                                                                               |           |          |                          |                         |                         |                                                                                                                                                                                                                                   |
| A        | <b>AUTOMOBILE LIABILITY</b>                                                                                                                                                                                                                                                                  |           |          | BAP 2938657-05           | 01/01/2012              | 01/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                   |
|          | <input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                     |           |          |                          |                         |                         |                                                                                                                                                                                                                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION                                                                                                            |           |          |                          |                         |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                                                                                      |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                                                         |           |          | WC293865405              | 01/01/2012              | 01/01/2015              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER                                                                                                                                            |
| A        | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                    | Y/N<br>N  | N/A      | AOS<br>WC293865505<br>WI | 01/01/2012              | 01/01/2015              | E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                                                                                                   |

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

RE: TruGreen Limited Partnership - Branch No. 5805. Village of Orland Park is included as Additional Insured under the General Liability and Automobile Liability policies, if required by written contract. Waiver of Subrogation applies to the General Liability, Automobile Liability and Workers' Compensation policies, if required by written contract with Village of Orland Park.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                         |                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Village of Orland Park<br>Attn: Denise Doma Lewski<br>14700 S. Ravinia Ave.<br>Orland Park IL 60462 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                         | AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Central, Inc.</i>                                                                                        |

Holder Identifier : 5805-

Certificate No : 570044620482

# Fertilization and Broadleaf Weed Control 2012-14

## Unit Price Bid Sheet - Parks

| CLASS II |         | Fertilization & Weed Control (Two times a year) |                                 |       |            |            |            |
|----------|---------|-------------------------------------------------|---------------------------------|-------|------------|------------|------------|
| 2051     | K03-04  | 138th Street Outlots                            | 13820 92nd Avenue               | 3.25  | \$180.00   | \$180.00   | \$180.00   |
| 2064     | K04-02  | 143rd Street Metra Station                      | 143rd and Southwest Highway     | 0.20  | \$600.00   | \$600.00   | \$600.00   |
| 2062     | K16-05  | 151st Street Tot Lots                           | 10347 151st Street              | 0.24  | \$60.00    | \$60.00    | \$60.00    |
| 2061     | K17-02  | 153rd Street Metra Station                      | 10401 153rd Street              | 1.95  | \$270.00   | \$270.00   | \$270.00   |
| 2074     | K14-02  | 159th Street Highlands                          | 159th Street                    | 9.81  | \$900.00   | \$900.00   | \$900.00   |
| 2055     | K31-02  | 179th Street Metra Station                      | 17901 Southwest Highway         | 2.05  | \$278.00   | \$278.00   | \$278.00   |
| 2063     | K19-01  | Avenel Park                                     | Corso Drive and Wolf Road       | 0.41  | \$124.00   | \$124.00   | \$124.00   |
| 2052     | K09-11  | Beacon Ave Lot                                  | 14443 Beacon Avenue             | 0.36  | \$60.00    | \$60.00    | \$60.00    |
| 2026     | K-16-01 | Bill Young Park                                 | 15255 Huntington                | 0.28  | \$100.00   | \$100.00   | \$100.00   |
| 2057     | K99-04  | Breckenridge Park                               | Breckenridge Dr. & Imperial Dr. | 1.38  | \$196.00   | \$196.00   | \$196.00   |
| 2006     | K03-01  | Brentwood Park                                  | 8901 Pine Street                | 5.20  | \$630.00   | \$630.00   | \$630.00   |
| 2009     | K09-01  | Brown Park                                      | 14701 Westwood Drive            | 1.20  | \$184.00   | \$184.00   | \$184.00   |
| 2080     | K35-04  | Bunratty Park                                   | Fernoy & Bunratty               | 4.20  | \$546.00   | \$546.00   | \$546.00   |
| 2023     | K14-01  | Cachey Park/Detention                           | 8401 Wheeler Drive              | 9.85  | \$838.00   | \$838.00   | \$838.00   |
| 2027     | K16-02  | Cameno Real                                     | 15229 El Cameno Terrace         | 0.50  | \$78.00    | \$78.00    | \$78.00    |
| 2028     | K16-03  | Centennial Park                                 | 15600 West Avenue               | 45.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| 2066     | K06-03  | Centennial Park West                            | 15650 Park Station Blvd         | 12.20 | \$1,400.00 | \$1,400.00 | \$1,400.00 |
| 2067     | K16-07  | Centennial Pool                                 | 15600 West Avenue               | 3.90  | \$570.00   | \$570.00   | \$570.00   |
| 2059     | K20-01  | Circle Drive                                    | 135th & Circle Drive            | 0.04  | \$60.00    | \$60.00    | \$60.00    |
| 2079     | K35-05  | Colette Park                                    | Park Station Blvd               | 3.10  | \$310.00   | \$310.00   | \$310.00   |
| 2007     | K03-02  | Colonial Park                                   | 9324 139th Street               | 7.74  | \$850.00   | \$850.00   | \$850.00   |
| 2068     | K09-08  | Cooper Lot                                      | 147th and Ravinia Avenue        | 3.00  | \$280.00   | \$280.00   | \$280.00   |
| 2020     | K11-01  | Country Club Estates                            | 14449 Country Club Lane         | 1.52  | \$214.00   | \$214.00   | \$214.00   |
| 2042     | K06-01  | Creekside Park                                  | 14100 Haverhill Lane            | 2.20  | \$306.00   | \$306.00   | \$306.00   |
| 2081     | K35-06  | Crescent Park                                   | 9705 142nd Street               | 3.00  | \$280.00   | \$280.00   | \$280.00   |
| 2049     | K23-02  | Crystal Woods Park                              | 16098 Laurel Drive              | 1.40  | \$198.00   | \$198.00   | \$198.00   |
| 2041     | K29-04  | Deerpoint Park                                  | 17300 Deerpoint Drive           | 3.75  | \$538.00   | \$538.00   | \$538.00   |
| 2035     | K30-01  | Discovery Park                                  | 11501 Brookhill Drive           | 11.60 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 2040     | K10-01  | Dogwood Park                                    | 150th St. & Dogwood Dr.         | 0.63  | \$96.00    | \$96.00    | \$96.00    |
| 2010     | K09-02  | Doogan Park                                     | 14700 Park Lane                 | 10.10 | \$1,470.00 | \$1,470.00 | \$1,470.00 |
| 2050     | K32-03  | Eagle Ridge II Park                             | 11190 Bernard Drive             | 12.00 | \$1,680.00 | \$1,680.00 | \$1,680.00 |
| 2015     | K32-05  | Eagle Ridge III Park                            | 179th and 108th Avenue          | 3.56  | \$494.00   | \$494.00   | \$494.00   |
| 2038     | K32-01  | Eagle Ridge Park                                | 10755 Eagle Ridge Drive         | 10.40 | \$1,342.00 | \$1,342.00 | \$1,342.00 |
| 2039     | K29-03  | Emerald Estates Park                            | 10550 Emerald Avenue            | 5.00  | \$516.00   | \$516.00   | \$516.00   |
| 2030     | K17-01  | Equestrian Park                                 | 15657 Shire Drive               | 1.18  | \$198.00   | \$198.00   | \$198.00   |
| 2070     | K02-07  | Evergreen Park                                  | 141st & Boxwood Lane            | 29.40 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| 2012     | K09-04  | Frontier Park                                   | 9740 144th Place                | 0.70  | \$270.00   | \$270.00   | \$270.00   |
| 2013     | K09-05  | George Brown Commons                            | 15045 West Avenue               | 0.20  | \$100.00   | \$100.00   | \$100.00   |

### Unit Price Bid Sheet - Parks

[illegible]

[illegible]

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

| <b>Class IV</b> | <b>Weed Control (once a year)</b> |                             |                         |      |    |        |        |        |        |        |
|-----------------|-----------------------------------|-----------------------------|-------------------------|------|----|--------|--------|--------|--------|--------|
| 3084            | 01-01                             | TETON POND                  | 13551 Ishnala Dr        | 1.70 | No | 78.00  | 78.00  | 78.00  | 78.00  | 78.00  |
| 3060            | 01-02                             | APACHE POND                 | 14010 Apache Ln         | 0.57 | No | 50.00  | 50.00  | 50.00  | 50.00  | 50.00  |
| 3001            | 02-02                             | VILLA WEST CREEK            | 8695 W. 135th St        | 1.35 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3061            | 02-04                             | CARO VISTA POND             | 13799 84th Ave          | 2.25 | No | 80.00  | 80.00  | 80.00  | 80.00  | 80.00  |
| 3062            | 02-06                             | ISHNALA POND                | 13625 Sandalwood Dr     | 1.50 | No | 68.00  | 68.00  | 68.00  | 68.00  | 68.00  |
| 3063            | 02-07                             | PERMINAS POND               | 14201 Cristina Ave      | 1.60 | No | 73.00  | 73.00  | 73.00  | 73.00  | 73.00  |
| 3064            | 02-08                             | SUNNYPINE POND              | 8725 Pine St            | 2.66 | No | 90.00  | 90.00  | 90.00  | 90.00  | 90.00  |
| 3090            | 02-10                             | 87th AVENUE EAST POND       | 14291 S. 87th Ave       | 1.28 | No | 58.00  | 58.00  | 58.00  | 58.00  | 58.00  |
| 3089            | 02-12                             | 88th AVENUE NORTH POND      | 13933 S. 88th Ave       | 1.53 | No | 69.00  | 69.00  | 69.00  | 69.00  | 69.00  |
| 3091            | 02-13                             | 140th STREET WETLAND        | 8758 W. 140th St        | 0.60 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3065            | 03-03                             | HERITAGE POND               | 14031 Concord Dr        | 1.00 | No | 46.00  | 46.00  | 46.00  | 46.00  | 46.00  |
| 3109            | 03-10                             | TALLGRASS POND              | 13621 Tallgrass Tr      | 0.84 | No | 42.00  | 42.00  | 42.00  | 42.00  | 42.00  |
| 3110            | 03-11                             | LEGEND TRAIL POND           | 13835 Legend Tr         | 0.40 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3085            | 05-01                             | COUNTRYSIDE POND            | 13700 Spring Ln         | 1.37 | No | 63.00  | 63.00  | 63.00  | 63.00  | 63.00  |
| 3002            | 05-02                             | KNOLLWOOD POND              | 11151 Marilyn Ct        | 0.60 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3003            | 05-08                             | PERSIMMON MEADOW POND       | 10957 W. 142nd St       | 0.90 | No | 41.00  | 41.00  | 41.00  | 41.00  | 41.00  |
| 3112            | 05-09                             | BUNRATTY POND               | 11120 Marilyn Terrace   | 0.10 | No | 40.00  | 40.00  | 40.00  | 40.00  | 40.00  |
| 3113            | 05-10                             | BUNRATTY PARK POND          | 14041 Fermoy Drive      | 1.25 | No | 62.00  | 62.00  | 62.00  | 62.00  | 62.00  |
| 3004            | 06-01                             | PINEWOOD NORTH POND #2      | 13530 McCabe Dr         | 1.00 | No | 46.00  | 46.00  | 46.00  | 46.00  | 46.00  |
| 3005            | 06-02                             | PINEWOOD NORTH POND #1      | 13850 McCabe Ct         | 1.20 | No | 55.00  | 55.00  | 55.00  | 55.00  | 55.00  |
| 3066            | 06-06                             | HAVERHILL POND              | 14100 Haverhill Ln      | 4.20 | No | 150.00 | 150.00 | 150.00 | 150.00 | 150.00 |
| 3092            | 08-24                             | CRYSTAL MEADOW POND         | 10810 Crystal Meadow Ct | 0.65 | No | 29.00  | 29.00  | 29.00  | 29.00  | 29.00  |
| 3093            | 08-25                             | ROYAL OAKS POND             | 11027 Royal Oaks Ln     | 0.70 | No | 50.00  | 50.00  | 50.00  | 50.00  | 50.00  |
| 3006            | 09-03                             | BROWN PARK POND             | 10299 147th St          | 3.00 | No | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 |
| 3007            | 10-02                             | ORLAND SQUARE POND          | 9100 W. 151st St        | 4.50 | No | 130.00 | 130.00 | 130.00 | 130.00 | 130.00 |
| 3067            | 11-01                             | WEDGWOOD ESTATES POND #1(N) | 14300 82nd Ave          | 0.82 | No | 37.00  | 37.00  | 37.00  | 37.00  | 37.00  |
| 3068            | 11-02                             | WEDGWOOD ESTATES POND #2(S) | 14300 82nd Ave          | 0.64 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3086            | 13-02                             | CASHEW POND                 | 7656 Cashew Dr          | 6.40 | No | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 |
| 3094            | 13-04                             | COLONADES POND              | 7500 W. 157th St        | 1.75 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3101            | 13-05                             | VERITAS POND #2             | 15720 S. 77th Ave       | 1.20 | No | 55.00  | 55.00  | 55.00  | 55.00  | 55.00  |
| 3102            | 13-06                             | VERITAS POND #1             | 7700 W. 158th Ct        | 0.72 | No | 33.00  | 33.00  | 33.00  | 33.00  | 33.00  |
| 3103            | 13-07                             | VERITAS POND #3             | 7729 W. 158th Ct        | 0.60 | No | 30.00  | 30.00  | 30.00  | 30.00  | 30.00  |
| 3104            | 14-01                             | BOB-O-LINK POND             | 8230 Bob-O-Link Dr      | 1.90 | No | 86.00  | 86.00  | 86.00  | 86.00  | 86.00  |
| 3050            | 14-02                             | LIBERTY SCHOOL POND         | 8700 W. 152nd St        | 2.75 | No | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 3100            | 14-03                             | EDGEWOOD POND               | 15324 Edgewood Dr       | 1.60 | No | 73.00  | 73.00  | 73.00  | 73.00  | 73.00  |
| 3049            | 14-05                             | ORLAND GOLFVIEW POND        | 15531 Merion Dr         | 3.50 | No | 90.00  | 90.00  | 90.00  | 90.00  | 90.00  |
| 3069            | 14-06                             | CACHEY POND #4              | 8400 W. 157th St        | 6.70 | No | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 |
| 3056            | 14-07                             | CACHEY POND #1              | 8021 W. 157th St        | 1.80 | No | 82.00  | 82.00  | 82.00  | 82.00  | 82.00  |

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

| Item # | Quantity | Unit                         | Description             | Material | Rate | Unit Price | Material | Rate   | Unit Price |
|--------|----------|------------------------------|-------------------------|----------|------|------------|----------|--------|------------|
| 3057   | 14-08    | CACHEY POND #3               | 8101 W. 157th St        | No       | 1.75 | 80.00      | 80.00    | 80.00  | 80.00      |
| 3058   | 14-09    | CACHEY POND #2               | 8201 W. 157th St        | No       | 3.80 | 150.00     | 150.00   | 150.00 | 150.00     |
| 3087   | 14-10    | NISSAN POND                  | 15735 86th Ave          | No       | 2.35 | 99.00      | 99.00    | 99.00  | 99.00      |
| 3095   | 15-02    | PARK HILL POND #1            | 15799 Parkhill Dr       | No       | 4.00 | 90.00      | 90.00    | 90.00  | 90.00      |
| 3051   | 15-03    | TORREY PINES POND            | 15746 Torrey Pines      | No       | 1.96 | 89.00      | 89.00    | 89.00  | 89.00      |
| 3011   | 15-06    | HELEN POND                   | 9011 Helen Ln           | No       | 1.76 | 80.00      | 80.00    | 80.00  | 80.00      |
| 3012   | 16-01    | TREETOP POND #2              | 15400 Treetop Dr        | No       | 4.86 | 170.00     | 170.00   | 170.00 | 170.00     |
| 3046   | 16-02    | TREETOP POND #1              | 9937 Treetop Dr         | No       | 1.00 | 46.00      | 46.00    | 46.00  | 46.00      |
| 3111   | 17-02    | EQUESTRIAN TRAIL WEST POND   | 11199 Equestrian Dr     | No       | 0.61 | 30.00      | 30.00    | 30.00  | 30.00      |
| 3088   | 17-15    | ASHBOURN POINT POND          | 15319 Jillian Rd        | No       | 0.73 | 33.00      | 33.00    | 33.00  | 33.00      |
| 3013   | 18-01    | SPRING CREEK POND            | 11250 Poplar Creek Ln   | No       | 2.80 | 105.00     | 105.00   | 105.00 | 105.00     |
| 3014   | 18-02    | ARBOR POINT POND             | 11801 W. 151st St       | No       | 0.87 | 40.00      | 40.00    | 40.00  | 40.00      |
| 3096   | 20-07    | ANTHONY DRIVE POND           | 10831 Anthony Dr        | No       | 0.78 | 35.00      | 35.00    | 35.00  | 35.00      |
| 3070   | 22-01    | SETON PLACE POND             | 9460 Seton Pl           | No       | 0.15 | 30.00      | 30.00    | 30.00  | 30.00      |
| 3015   | 29-03    | GREAT EGRET POND             | 10631 Great Egret Dr    | No       | 1.75 | 78.00      | 78.00    | 78.00  | 78.00      |
| 3016   | 29-04    | MALLARD LANDING PARK POND    | 17199 Deer Run Dr       | No       | 0.73 | 33.00      | 33.00    | 33.00  | 33.00      |
| 3047   | 29-06    | WHITE TAIL POND              | 10701 White Tail Run    | No       | 1.16 | 56.00      | 56.00    | 56.00  | 56.00      |
| 3071   | 29-08    | LAUREL HILLS POND            | 11001 Laurel Hill Dr    | No       | 0.82 | 37.00      | 37.00    | 37.00  | 37.00      |
| 3072   | 29-11    | CHURCHILL POND               | 10655 Churchill Dr      | No       | 0.93 | 43.00      | 43.00    | 43.00  | 43.00      |
| 3073   | 29-13    | BUCK DRIVE WETLAND           | 10640 Buck Dr           | No       | 0.45 | 30.00      | 30.00    | 30.00  | 30.00      |
| 3097   | 29-20    | CAPISTRANO NORTH POND        | 10510 Capistrano Ln     | No       | 1.40 | 80.00      | 80.00    | 80.00  | 80.00      |
| 3053   | 29-22    | CAPISTRANO SOUTH POND        | 17436 Capistrano Ln     | No       | 1.70 | 78.00      | 78.00    | 78.00  | 78.00      |
| 3074   | 29-23    | 172nd STREET POND            | 10948 W. 172nd St       | No       | 2.17 | 130.00     | 130.00   | 130.00 | 130.00     |
| 3075   | 29-24    | DEER POINT PARK POND         | 10947 W. 172nd St       | No       | 0.90 | 240.00     | 240.00   | 240.00 | 240.00     |
| 3017   | 31-01    | BROOKHILL POND #1            | 17898 Brookhill Dr      | No       | 2.40 | 99.00      | 99.00    | 99.00  | 99.00      |
| 3018   | 31-02    | BROOKHILL POND #2            | 17888 Brookhill Dr      | No       | 2.25 | 95.00      | 95.00    | 95.00  | 95.00      |
| 3019   | 31-04    | GREENFIELD POND              | 17660 Greenfield Ct     | No       | 5.97 | 230.00     | 230.00   | 230.00 | 230.00     |
| 3020   | 31-06    | KILEY POND                   | 11555 Kiley Ln          | No       | 2.60 | 100.00     | 100.00   | 100.00 | 100.00     |
| 3076   | 31-20    | MARLEY BLVD MIDDLE POND      | 18121 Marley Blvd       | No       | 1.00 | 46.00      | 46.00    | 46.00  | 46.00      |
| 3105   | 31-31    | BRECKENRIDGE BLVD SOUTH POND | 18256 Breckenridge Blvd | No       | 0.72 | 33.00      | 33.00    | 33.00  | 33.00      |
| 3106   | 31-32    | IMPERIAL WEST POND           | 18210 Imperial Ln       | No       | 0.46 | 30.00      | 30.00    | 30.00  | 30.00      |
| 3107   | 31-33    | IMPERIAL EAST POND           | 18237 Imperial Ln       | No       | 0.36 | 30.00      | 30.00    | 30.00  | 30.00      |
| 3059   | 32-02    | EAGLE RIDGE POND #2          | 17900 104th Ave         | No       | 3.85 | 150.00     | 150.00   | 150.00 | 150.00     |
| 3077   | 32-05    | BETH POND                    | 10942 Beth Dr           | No       | 1.29 | 80.00      | 80.00    | 80.00  | 80.00      |
| 3054   | 32-07    | DIEGO POND                   | 10555 Diego Ln          | No       | 2.25 | 95.00      | 95.00    | 95.00  | 95.00      |
| 3052   | 32-08    | AMBER POND                   | 10510 Amber Ln          | No       | 1.83 | 84.00      | 84.00    | 84.00  | 84.00      |
| 3078   | P35-01   | PARKVIEW ESTS POND & PARK    | 8701 Butterfield Ln     | No       | 1.19 | 54.00      | 54.00    | 54.00  | 54.00      |
| 3021   | R02-01   | TOWER #7                     | 13600 Cherry Drive      | No       | 0.51 | 40.00      | 40.00    | 40.00  | 40.00      |
| 3022   | R03-01   | TOWER #9                     | 9218 William Court      | No       | 0.30 | 30.00      | 30.00    | 30.00  | 30.00      |

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

| Item # | Site # | Description                 | Unit | Quantity | Unit Price | Total Price |
|--------|--------|-----------------------------|------|----------|------------|-------------|
| 3023   | R03-02 | NORTH ENTRANCE SIGN         |      |          | 0.10       | 35.00       |
| 3079   | R05-01 | 110th AVENUE PROPERTY       |      |          | 1.30       | 59.00       |
| 3024   | R06-01 | PINEWOOD NORTH LIFT STA.    |      |          | 0.20       | 30.00       |
| 3025   | R06-02 | 139TH STREET ROW            |      |          | 0.30       | 60.00       |
| 3026   | R07-01 | BRAMLETT COURT ROW          |      |          | 0.45       | 30.00       |
| 3027   | R09-01 | RAVINIA ROW                 |      |          | 4.60       | 170.00      |
| 3028   | R09-02 | FIRST AVENUE ROW            |      |          | 0.10       | 40.00       |
| 3029   | R09-03 | WEST AVENUE R.R. ROW        |      |          | 0.20       | 30.00       |
| 3030   | R10-01 | LUNAR FENCE ROW             |      |          | 1.53       | 69.00       |
| 3031   | R10-02 | FAIRWAY ROW                 |      |          | 0.40       | 40.00       |
| 3080   | R10-03 | 143rd STREET ROW            |      |          | 5.80       | 230.00      |
| 3032   | R11-01 | TOWER #4                    |      |          | 0.10       | 30.00       |
| 3033   | R13-01 | 151st STREET ROW            |      |          | 4.80       | 190.00      |
| 3034   | R13-02 | TOWER #5                    |      |          | 0.61       | 40.00       |
| 3035   | R13-03 | CEMETARY                    |      |          | 0.93       | 43.00       |
| 3108   | R13-04 | 80th AVENUE MEDIAN          |      |          | 0.58       | 75.00       |
| 3008   | R14-01 | TINLEY CREEK WHEELER LOT    |      |          | 0.30       | 30.00       |
| 3009   | R14-02 | TINLEY CREEK PLUM TREE LOT  |      |          | 0.15       | 30.00       |
| 3036   | R15-01 | 94th AVENUE ROW             |      |          | 0.40       | 75.00       |
| 3037   | R15-02 | TOWER #10                   |      |          | 0.25       | 30.00       |
| 3038   | R15-03 | MAIN PUMP STATION           |      |          | 5.12       | 200.00      |
| 3039   | R16-01 | PUBLIC WORKS & ROW          |      |          | 6.70       | 250.00      |
| 3040   | R16-02 | 153rd STREET ROW            |      |          | 1.00       | 46.00       |
| 3114   | R16-03 | 159th & LAGRANGE RD MEDIAN  |      |          | 0.84       | 330.00      |
| 3041   | R18-01 | SPRING CREEK LIFT STATION   |      |          | 0.20       | 30.00       |
| 3081   | R31-03 | 183rd ST - MARLEY CRK ROW   |      |          | 2.10       | 96.00       |
| 3082   | R31-04 | MARLEY CREEK BLVD ROW       |      |          | 0.60       | 30.00       |
| 3043   | R32-01 | TOWER #1                    |      |          | 0.34       | 55.00       |
| 3083   | R32-02 | ORLAND PARKWAY ROW          |      |          | 2.10       | 140.00      |
| 3098   | R32-03 | ORLAND PARKWAY MEDIAN       |      |          | 1.35       | 90.00       |
| 3099   | R32-04 | ORLAND PARKWAY LIFT STATION |      |          | 0.10       | 30.00       |
| 3044   | R33-01 | 131st STREET LIFT STATION   |      |          | 0.10       | 30.00       |
| 3048   | R33-03 | TOWER #6                    |      |          | 0.20       | 40.00       |
| 3045   | R35-01 | 88th AVENUE ROW             |      |          | 0.45       | 30.00       |

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

| CLASS II Fertilization & Weed Control (once per year)                                                             |       |                                |                  |        |     |             |             |             |          |
|-------------------------------------------------------------------------------------------------------------------|-------|--------------------------------|------------------|--------|-----|-------------|-------------|-------------|----------|
| 3055                                                                                                              | 02-01 | VILLA WEST POND                | 8699 W. 135th St | 3.00   | Yes | 200.00      | 200.00      | 200.00      | 200.00   |
|                                                                                                                   |       | TOTALS PER YEAR                |                  | 180.84 |     | \$ 8,692.00 | \$ 8,692.00 | \$ 8,692.00 | 200.00   |
|                                                                                                                   |       | SITE ADDITIONS Cost per acre * |                  |        |     | \$ 45.00    | \$ 45.00    | \$ 45.00    | \$ 45.00 |
| * 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 = \$4.00 minimum/site                                                           |       |                                |                  |        |     |             |             |             |          |
| Site #3 - 1.25 acres @ \$40.00/acre = \$50.00                                                                     |       |                                |                  |        |     |             |             |             |          |
| Name of Company                                                                                                   |       |                                |                  |        |     |             |             |             |          |