

Clerk's Contract and Agreement Cover Page

Year: 2011 **Legistar File ID#:** 2011-0267
Multi Year: **Amount** \$25,000.00

Contract Type: Services
Contractor's Name: Clarke Aquatic Services, Inc
Contractor's AKA:
Execution Date: 6/10/2011
Termination Date: 12/31/2013
Renewal Date:
Department: Public Works/Water & Sewer
Originating Person: Brian Madon
Contract Description: Aquatic Weed Control 2011-13

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

July 14, 2011

Mr. George Balis
Clarke Aquatic Services, Inc.
110 E. Irving Park Rd., 4th Floor
Roselle, Illinois 60172

RE: *NOTICE TO PROCEED*
Aquatic Week Control 2011-13

Dear Mr. Balis:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents related to the above stated project.

We are still in need of operator/applicator certifications and chemical MSDS sheets. Please contact Brian Madon at 708-403-6105 regarding the work.

The Village has processed Purchase Order #060643 for this contract/service and faxed this 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 June 10, 2011 in an amount not to exceed Board approved budgeted amount per year. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Brian Madon
Ed Wilmes

VILLAGE OF ORLAND PARK
Aquatic Weed Control 2011-2013
Contract for Services

This Contract is made this 10th day of June 2011 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Clarke Aquatic Services, 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 Invitation to Bid issued February 11, 2011, hereby included by reference
- The Instructions to the Bidders, hereby included by reference
- This Contract
- The Terms and Conditions
- The Proposal dated February 23, 2011 to the extent it does not conflict with this contract.
- 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:

Treatment of ponds for Algae and/or Submerged Weeds as outlined in the bid specification,

(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.*) as outlined in the proposal dated February 23, 2011 for the performance of the described services,

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Schedule "A" Ponds	\$16,390.67	\$16,725.17	\$17,066.51
Schedule "B" Ponds (as needed basis)			
Cost per Acre – Algae	\$128.00	\$130.56	\$133.17
Cost per Acre – Weed Control	\$269.00	\$274.38	\$279.87
 Minimum Charge if less than one Acre - \$88.00			

not to exceed the annual Board Approved Budgeted Amount.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed, and continue expeditiously for three (3) seasons (May 1 – October 1) from that date. This Contract shall terminate on December 31, 2013, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with sixty (60) 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.

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:

AK
~~Amy Kay~~ George Balis
~~Control Consultant~~ Regional Manager
Clarke Aquatic Services, Inc.
110 E. Irving Park Road, 4th Floor
Roselle, Illinois 60172
Telephone: 630-~~675-0012~~ 671-3112
Facsimile: 630-894-1774
e-mail: ~~akay~~@clarke.com
gbalis

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.

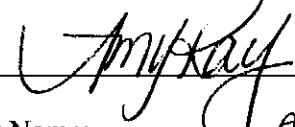

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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: Village Manager
Date: 7/7/11

FOR: THE CONTRACTOR
By: 
Print Name: Amy Kelly
Its: 
Date: 6/20/11

**Aquatic Weed Control
2011-2013
Terms and Conditions**

The work shall consist of aquatic weed and algae control at designated Schedule "A" and Schedule "B" ponds. Schedule "A" pond applications will be on a bi-weekly basis, as directed by the Director of Public Works. Schedule "B" ponds shall be treated on an as needed basis as directed by the Director of Public works.

Generally the season begins May 1st and ends October 1st. The contractor shall work between the hours of 7:00 a.m. and 5:00 p.m. except Sundays and recognized Village holidays.

The Contractor agrees to maintain all Schedule "A" ponds in the manner specified in this Agreement. The work shall consist of chemical application as required for the maintenance of designated areas and properties for the Village of Orland Park. The specific areas involved are listed in the Appendix which is incorporated herein and shall be construed as part of this Agreement. Specifications for the work to be performed by the Contractor will be as follows:

SCHEDULE "A":

Chemical application of designated Schedule "A" ponds will be inspected and/or treated a minimum of every two weeks depending upon availability of sunlight, nutrients and water temperature. The Director of Public Works will determine such schedules based on conditions. The treatment program will proceed with a combined aquatic plant and/or algae treatment, with follow up inspections and/or treatment for submerged aquatic plants and/or algae treatments for the designated ponds as needed. IT IS THE INTENT OF THIS AGREEMENT THAT SCHEDULE "A" PONDS SHALL REMAIN WEED AND ALGAE FREE AT ALL TIMES.

SCHEDULE "B":

Chemical application of designated Schedule "B" ponds will be on an as needed basis as directed by the Director of Public Works. The treatment program will proceed with an aquatic plant and/or algae treatment as needed.

CHEMICALS:

Each product to be used for aquatic vegetation control during the season should be listed with each product's respective water use restrictions, including but not limited to, swimming, fish consumption and irrigation (lawn and garden). All products must be registered and approved by the EPA and Illinois Department of Agriculture for aquatic applications. All applicable labels and MSDS sheets shall be forwarded to the Public Works Department, 15655 Ravinia Avenue Orland Park, Illinois 60462

POSTING:

All ponds must be posted at the time of treatment with water use restrictions. The signage should be placed in the sign holder provided at each pond. Signage must be approved of by the Village of Orland Park in advance of posting.

NOTIFICATION:

The Village of Orland Park must be notified of treatment by the conclusion of each day. The Contractor will notify the Village of Orland Park by fax (708) 403-8798, the location and site number, date and time, type of treatment and observations, restrictions and comments. The Village of Orland Park representative will then inspect for effectiveness of treatment.

LABOR:

The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required and contractor shall provide identification.

Contractor must have a valid Illinois Department of Agriculture Applicators License.

EQUIPMENT:

All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. All on the road vehicles and equipment shall be identified by the contractor's name for purposes of identification. The Village reserves the right to inspect the equipment that will be used.

Provide a listing of all equipment owned by the Contractor that will be used in the performance of the work under contract.

ACCIDENT PREVENTION

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Village Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

OBSTRUCTION OF STREETS and RIGHTS OF WAY

The Contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. Warning signs and barricades shall be furnished and erected by the Contractor when warranted.

VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT
 AQUATIC WEED CONTROL FOR 2011/2012/2013

UNIT PRICE BID SHEET
 SCHEDULE "A" Regular Treatment Required

Contract No.	Site ID	Name	Location	Acres	2011 Cost/Year	2012 Cost/Year	2013 Cost/Year
2033	01-03	REDONDO POND	7845 Redondo Ln	0.40	\$ 211.29	\$ 215.60	\$ 220.00
2043	02-09	NICKLAUS POND	13543 Nicklaus Dr	1.13	\$ 596.89	\$ 609.07	\$ 621.50
2006	03-01	LAMPLIGHTER POND (Algae only)	9200 W. 138th St	0.61	\$ 322.21	\$ 328.79	\$ 335.50
08-25		ROYAL OAKS POND	11027 Royal Oaks Dr	0.37	\$ 195.44	\$ 199.43	\$ 203.50
2011	09-01	POLICE POND	14500 Ravinia Ave	2.25	\$ 1188.50	\$ 1212.75	\$ 1237.51
2010	09-02	VILLAGE CENTER POND (Avoid Lily Pads)	14650 Ravinia Ave	1.25	\$ 660.28	\$ 673.75	\$ 687.50
2001	13-04	COLONADES POND	7500 W.157th St	1.00	\$ 528.22	\$ 539.00	\$ 550.00
2021	15-01	VILLAGE SQUARE POND	9125 Kensington Way	5.34	\$ 2820.69	\$ 2878.26	\$ 2937.00
2009	15-06	HELEN POND	9011 Helen Ln	0.90	\$ 475.40	\$ 485.10	\$ 495.00
2038	17-03	EQUESTRIAN IR EAST POND (Algae only)	15640 Shire Dr	0.68	\$ 359.19	\$ 366.52	\$ 374.00
2035	17-05	SOMERGLLEN POND (Avoid Lily Pads)	10800 Somerglen Ln	1.12	\$ 591.61	\$ 603.68	\$ 616.00
2034	17-06	LAKESIDE POND (Avoid Lily Pads)	15600 Lakeside Dr	1.45	\$ 765.92	\$ 781.55	\$ 797.50
2053	20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.92	\$ 485.96	\$ 495.88	\$ 506.00
2023	29-02	YEARLING CROSSING POND	16999 Yearling Crossing	1.14	\$ 602.17	\$ 614.46	\$ 627.00
2027	29-03	GREAT EGRET POND (Avoid Lily Pads)	10631 Great Egret Dr	1.88	\$ 993.05	\$ 1013.32	\$ 1034.00
2054	29-09	EMERALD NORTH POND (Limited Pond Access)	17062 Kerry Ave	1.21	\$ 639.14	\$ 652.19	\$ 665.50
2056	29-11	CHURCHILL POND	10655 Churchill Dr	0.57	\$ 301.09	\$ 307.23	\$ 313.50
2060	31-15	MARLEY BLVD NORTH POND	18011 Marley Blvd	0.66	\$ 348.63	\$ 355.74	\$ 363.00
2076	31-16	SETTLERS NORTH POND	11517 Settlers Pond Way	0.59	\$ 311.65	\$ 318.01	\$ 324.50
2077	31-17	SETTLERS SOUTH POND	17938 Settlers Pond Way	0.67	\$ 353.91	\$ 361.13	\$ 368.50
2078	31-18	LAKE SHORE NORTH POND	11548 Lake Shore Dr	1.43	\$ 755.35	\$ 770.77	\$ 786.50

VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT
 AQUATIC WEED CONTROL FOR 2011/2012/2013
 UNIT PRICE BID SHEET
 SCHEDULE "A" Regular Treatment Required

Contract No.	Site ID	Name	Location	Acres	2011 Cost/Year	2012 Cost/Year	2013 Cost/Year	
2062	31-21	MARLEY BLVD SOUTH POND	18211 Marley Blvd	1.06	\$ 559.91	\$ 571.34	\$ 583.00	
2007	32-02	EAGLE RIDGE POND #2	17900 104th Ave	1.25	\$ 660.28	\$ 673.75	\$ 687.50	
2026	32-04 *	EAGLE RIDGE POND #4 (Algae Only)	10510 W. 183rd St	3.15	\$ 1663.89	\$ 1697.85	\$ 1732.50	
* Only if necessary -- Sensitive aquatic wildlife								
TOTALS					31.03	\$ 16,390.67 2011	\$ 16,725.17 2012	\$ 17,066.51 2013

VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT
AQUATIC WEED CONTROL FOR 2011/2012/2013
UNIT PRICE BID SHEET
SCHEDULE "B" As Needed Treatment Only

Contract No.	Site ID	Name	Location	Acres
2005	02-04	CARO VISTA POND	13799 84th Ave	1.88
2022	02-05	WEDGWOOD COMMONS POND	14240 80th Ave	3.21
2012	02-08	SUNNYPINE POND	8725 Pine St	3.34
2044	02-10	87th AVENUE EAST POND	14291 S. 87th Ave	0.82
2065	02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	0.70
2046	03-10	TALLGRASS POND	13621 Tallgrass Tr	1.70
2047	03-11	LEGEND TRAIL POND	13835 Legend Tr	0.85
2070	04-04	TRIANGLE POND	14060 LaGrange Road	1.06
2036	05-03	ARBOR RIDGE POND	11025 Arbor Ridge Dr	0.41
2048	05-04	ASHFORD POND	10900 W. 143rd St	0.57
2066	05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.65
2049	06-05	CREEK CROSSING POND	14175 Creek Crossing Dr	1.10
2050	06-07	CREEKSIDE POND	11500 W. 143rd St	0.80
2071	06-09	LONG RUN CREEK PARK POND	11600 Long Run Drive	1.65
2051	08-24	CRYSTAL MEADOW POND	10810 Crystal Meadow Ct	0.20
2016	10-02	ORLAND SQUARE POND	9100 W. 151st St	6.00
2031	10-04	SCHUSSLER POND	8900 Golfview Dr	3.35
2014	14-05	ORLAND GOLFVIEW POND	15531 Merion Dr	9.91
2015	14-12	PLUM TREE POND	15699 86th Ave	1.00
2002	15-02	PARK HILL POND #1	15799 Parkhill Dr	3.40
2004	15-05	PARKHILL POND #3 & PARK	15798 Parkhill Dr	3.85
2020	16-01	TREETOP POND #2	15400 Treetop Dr	2.05
2019	16-02	TREETOP POND #1	9937 Treetop Dr	0.11

Contract No.	Site ID	Name	Location	Acres
2067	17-16	COLETTE POND	15801 Park Station Blvd	8.44
2008	18-01	SPRING CREEK POND	11250 Poplar Creek Ln	1.97
2040	19-02	REC CENTER WEST POND	11351 W. 159th St	0.50
2041	19-03	REC CENTER EAST POND	11351 W. 159th St	0.55
2042	19-04	REC CENTER SOUTH POND	11351 W. 159th St	0.38
2028	20-01	BEEMSTERBOER POND	10701 W. 160th St	2.14
2025	20-02	APPLEKNOL POND	10599 W. 163rd Pl	0.58
2029	20-03	GLEN OAK INDUSTRIAL POND	10798 W. 165th St	0.28
2037	22-01	SETON PLACE POND	9460 Seton Pl	0.40
2072	29-05	MALLARD LANDING ENTRANCE	16927 108th Ave	0.43
2032	29-12	FAWN TRAIL POND	10839 Fawn Trail Dr	4.08
2057	29-20	CAPISTRANO NORTH POND	10510 Capistrano Ln	0.44
2058	29-27	DEER CHASE ESTATES POND	10541 Buck Dr	1.44
2073	29-29	JULIE ANN LANE POND	16711 Julie Ann Lane	0.19
2074	29-30	WARWICK LANE NORTH POND	16930 Warwick Lane	2.35
2075	29-31	WARWICK LANE SOUTH POND	17030 Warwick Lane	0.87
2059	30-04	GREEN KNOLL POND	11257 Steeplechase Pkwy	0.82
2061	31-20	MARLEY BLVD MIDDLE POND	18121 Marley Blvd	0.66
2063	31-28	AUTUMN RIDGE EAST POND	11218 Autumn Ridge	0.39
2068	31-32	IMPERIAL WEST POND	18210 Imperial Ln	0.23
2069	31-33	IMPERIAL EAST POND	18237 Imperial Ln	0.11
2003	32-05	BETH POND	10942 Beth Dr	10.00
2030	P28-02	LAKE LUCILLE POND	12630 Laketrail Dr	3.00
2055	P32-05	BRITTANY SOUTH POND	13350 Brittany Dr	1.10

Contract No.	Site ID	Name	Location	Acres
2013	P33-01	MILL CREEK POND	9998 Creek Rd	2.24
2018	P34-01	PALOS SPRINGS POND	8950 Patty Ln	1.00
2017	P34-02	BUTTERFIELD POND	8925 Butterfield Ln	1.60
2024	P35-01	PARKVIEW ESTS POND & PARK	8701 Butterfield Ln	2.31
TOTAL				97.11

Additional sites may be added to this list.

	2011	2012	2013
*Cost Per Acre - ALGAE CONTROL	\$ 128.00	\$ 130.56	\$ 133.17
*Cost Per Acre - WEED CONTROL	\$ 269.00	\$ 274.38	\$ 279.87

* Price will be prorated depending on site size. Indicate minimum cost, if any, for sites less than (1) one acre.

Example

Site #1 - .5 acre @ \$40.00/acre = \$20.00

Site #2 - .1 acre @ \$40.00/acre = \$40.00 minimum/site

Site #3 - 1.25 acre @ \$40.00/acre = \$50.00

	2011	2012	2013
ALGAE	\$ _____	\$ _____	\$ _____
WEED	\$ _____	\$ _____	\$ _____

BIDDER SUMMARY SHEET

Aquatic Weed Control 2011-13
Project Name

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

Firm Name: Clarke Aquatic Services, Inc.

Address: 110 E Irving Park Rd, 4th Fl

City, State, Zip Code: Roselle, IL 60172

Contact Person: Amy Kay

FEIN #: 13-4306095

Phone: (630) 675-0012 Fax: (630) 894-1774

E-mail Address: akay@clarke.com

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

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Schedule "A" Total Price	\$ <u>16,390.67</u>	\$ <u>16,725.17</u>	\$ <u>17,066.51</u>
Schedule "B"			
Cost per Acre – Algae Control	\$ <u>128.00</u>	\$ <u>130.56</u>	\$ <u>133.17</u>
Cost per Acre – Weed Control	\$ <u>269.00</u>	\$ <u>274.38</u>	\$ <u>279.87</u>

Signature of Authorized Signee: 

Title: Control Consultant Date: 2/23/11

VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT
AQUATIC WEED CONTROL FOR 2011/2012/2013
UNIT PRICE BID SHEET
SCHEDULE "A" Regular Treatment Required

Contract No.	Site ID	Name	Location	Acres	2011 Cost/Year	2012 Cost/Year	2013 Cost/Year
2033	01-03	REDONDO POND	7845 Redondo Ln	0.40	\$ 211.29	\$ 215.60	\$ 220.00
2043	02-09	NICKLAUS POND	13543 Nicklaus Dr	1.13	\$ 596.89	\$ 609.07	\$ 621.50
2006	03-01	LAMPLIGHTER POND (Algae only)	9200 W. 138th St	0.61	\$ 322.21	\$ 328.79	\$ 335.50
	08-25	ROYAL OAKS POND	11027 Royal Oaks Dr	0.37	\$ 195.44	\$ 199.43	\$ 203.50
2011	09-01	POLICE POND	14500 Ravinia Ave	2.25	\$ 1188.50	\$ 1212.75	\$ 1237.51
2010	09-02	VILLAGE CENTER POND (Avoid Lily Pads)	14650 Ravinia Ave	1.25	\$ 660.28	\$ 673.75	\$ 687.50
2001	13-04	COLONADES POND	7500 W.157th St	1.00	\$ 528.22	\$ 539.00	\$ 550.00
2021	15-01	VILLAGE SQUARE POND	9125 Kensington Way	5.34	\$ 2820.69	\$ 2878.26	\$ 2937.00
2009	15-06	HELEN POND	9011 Helen Ln	0.90	\$ 475.40	\$ 485.10	\$ 495.00
2038	17-03	EQUESTRIAN TR EAST POND (Algae only)	15640 Shire Dr	0.68	\$ 359.19	\$ 366.52	\$ 374.00
2035	17-05	SOMERGLLEN POND (Avoid Lily Pads)	10800 Somerglen Ln	1.12	\$ 591.61	\$ 603.68	\$ 616.00
2034	17-06	LAKESIDE POND (Avoid Lily Pads)	15600 Lakeside Dr	1.45	\$ 765.92	\$ 781.55	\$ 797.50
2053	20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.92	\$ 485.96	\$ 495.88	\$ 506.00
2023	29-02	YEARLING CROSSING POND	16999 Yearling Crossing	1.14	\$ 602.17	\$ 614.46	\$ 627.00
2027	29-03	GREAT EGRET POND (Avoid Lily Pads)	10631 Great Egret Dr	1.88	\$ 993.05	\$ 1013.32	\$ 1034.00
2054	29-09	EMERALD NORTH POND (Limited Pond Access)	17062 Kerry Ave	1.21	\$ 639.14	\$ 652.19	\$ 665.50
2056	29-11	CHURCHILL POND	10655 Churchill Dr	0.57	\$ 301.09	\$ 307.23	\$ 313.50
2060	31-15	MARLEY BLVD NORTH POND	18011 Marley Blvd	0.66	\$ 348.63	\$ 355.74	\$ 363.00
2076	31-16	SETTLERS NORTH POND	11517 Settlers Pond Way	0.59	\$ 311.65	\$ 318.01	\$ 324.50
2077	31-17	SETTLERS SOUTH POND	17938 Settlers Pond Way	0.67	\$ 353.91	\$ 361.13	\$ 368.50
2078	31-18	LAKE SHORE NORTH POND	11548 Lake Shore Dr.	1.43	\$ 755.35	\$ 770.77	\$ 786.50

VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT
 AQUATIC WEED CONTROL FOR 2011/2012/2013
 UNIT PRICE BID SHEET
 SCHEDULE "A" Regular Treatment Required

Contract	No.	Site ID	Name	Location	Acres	2011	2012	2013
						Cost/Year	Cost/Year	Cost/Year
2062	31-21		MARLEY BLVD SOUTH POND	18211 Marley Blvd	1.06	\$ 559.91	\$ 571.34	\$ 583.00
2007	32-02		EAGLE RIDGE POND #2	17900 104th Ave	1.25	\$ 660.28	\$ 673.75	\$ 687.50
2026	32-04 *		EAGLE RIDGE POND #4 (Algae Only)	10510 W. 183rd St	3.15	\$ 1663.89	\$ 1697.85	\$ 1732.50
* Only if necessary - Sensitive aquatic wildlife								
TOTALS						\$ 16,390.67	\$ 16,725.17	\$ 17,066.51
						2011	2012	2013

VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT
AQUATIC WEED CONTROL FOR 2011/2012/2013
UNIT PRICE BID SHEET
SCHEDULE "B" As Needed Treatment Only

Contract No.	Site ID	Name	Location	Acres
2005	02-04	CARO VISTA POND	13799 84th Ave	1.88
2022	02-05	WEDGWOOD COMMONS POND	14240 80th Ave	3.21
2012	02-08	SUNNYPINE POND	8725 Pine St	3.34
2044	02-10	87th AVENUE EAST POND	14291 S. 87th Ave	0.82
2065	02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	0.70
2046	03-10	TALLGRASS POND	13621 Tallgrass Tr	1.70
2047	03-11	LEGEND TRAIL POND	13835 Legend Tr	0.85
2070	04-04	TRIANGLE POND	14060 LaGrange Road	1.06
2036	05-03	ARBOR RIDGE POND	11025 Arbor Ridge Dr	0.41
2048	05-04	ASHFORD POND	10900 W. 143rd St	0.57
2066	05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.65
2049	06-05	CREEK CROSSING POND	14175 Creek Crossing Dr	1.10
2050	06-07	CREEKSIDE POND	11500 W. 143rd St	0.80
2071	06-09	LONG RUN CREEK PARK POND	11600 Long Run Drive	1.65
2051	08-24	CRYSTAL MEADOW POND	10810 Crystal Meadow Ct	0.20
2016	10-02	ORLAND SQUARE POND	9100 W. 151st St	6.00
2031	10-04	SCHUSSLER POND	8900 Golfview Dr	3.35
2014	14-05	ORLAND GOLFVIEW POND	15531 Merion Dr	9.91
2015	14-12	PLUM TREE POND	15699 86th Ave	1.00
2002	15-02	PARK HILL POND #1	15799 Parkhill Dr	3.40
2004	15-05	PARKHILL POND #3 & PARK	15798 Parkhill Dr	3.85
2020	16-01	TREETOP POND #2	15400 Treetop Dr	2.05
2019	16-02	TREETOP POND #1	9937 Treetop Dr	0.11

Contract No.	Site ID	Name	Location	Acres
2067	17-16	COLETTE POND	15801 Park Station Blvd	8.44
2008	18-01	SPRING CREEK POND	11250 Poplar Creek Ln	1.97
2040	19-02	REC CENTER WEST POND	11351 W. 159th St	0.50
2041	19-03	REC CENTER EAST POND	11351 W. 159th St	0.55
2042	19-04	REC CENTER SOUTH POND	11351 W. 159th St	0.38
2028	20-01	BEEMSTERBOER POND	10701 W. 160th St	2.14
2025	20-02	APPLEKNOL POND	10599 W. 163rd Pl	0.58
2029	20-03	GLEN OAK INDUSTRIAL POND	10798 W. 165th St	0.28
2037	22-01	SETON PLACE POND	9460 Seton Pl	0.40
2072	29-05	MALLARD LANDING ENTRANCE	16927 108th Ave	0.43
2032	29-12	FAWN TRAIL POND	10839 Fawn Trail Dr	4.08
2057	29-20	CAPISTRANO NORTH POND	10510 Capistrano Ln	0.44
2058	29-27	DEER CHASE ESTATES POND	10541 Buck Dr	1.44
2073	29-29	JULIE ANN LANE POND	16711 Julie Ann Lane	0.19
2074	29-30	WARWICK LANE NORTH POND	16930 Warwick Lane	2.35
2075	29-31	WARWICK LANE SOUTH POND	17030 Warwick Lane	0.87
2059	30-04	GREEN KNOLL POND	11257 Steeplechase Pkwy	0.82
2061	31-20	MARLEY BLVD MIDDLE POND	18121 Marley Blvd	0.66
2063	31-28	AUTUMN RIDGE EAST POND	11218 Autumn Ridge	0.39
2068	31-32	IMPERIAL WEST POND	18210 Imperial Ln	0.23
2069	31-33	IMPERIAL EAST POND	18237 Imperial Ln	0.11
2003	32-05	BETH POND	10942 Beth Dr	10.00
2030	P28-02	LAKE LUCILLE POND	12630 Laketrail Dr	3.00
2055	P32-05	BRITTANY SOUTH POND	13350 Brittany Dr	1.10

Contract No.	Site ID	Name	Location	Acres
2013	P33-01	MILL CREEK POND	9998 Creek Rd	2.24
2018	P34-01	PALOS SPRINGS POND	8950 Patty Ln	1.00
2017	P34-02	BUTTERFIELD POND	8925 Butterfield Ln	1.60
2024	P35-01	PARKVIEW ESTS POND & PARK	8701 Butterfield Ln	2.31
TOTAL				97.11

Additional sites may be added to this list.

	2011	2012	2013
*Cost Per Acre - ALGAE CONTROL	\$ <u>128.00</u>	\$ <u>130.56</u>	\$ <u>133.17</u>
*Cost Per Acre - WEED CONTROL	\$ <u>269.00</u>	\$ <u>274.38</u>	\$ <u>279.87</u>

* Price will be prorated depending on site size. Indicate minimum cost, if any, for sites less than (1) one acre.

Example

Site #1 - .5 acre @ \$40.00/acre = \$20.00

Site #2 - .1 acre @ \$40.00/acre = \$40.00 minimum/site

Site #3 - 1.25 acre @ \$40.00/acre = \$50.00

	2011	2012	2013
ALGAE	\$ _____	\$ _____	\$ _____
WEED	\$ _____	\$ _____	\$ _____

BUSINESS ORGANIZATION:

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

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


Corporation: State of incorporation:
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.

Clarke Aquatic Services, Inc. _____ (Corporate Seal)

Business Name

Signature  _____ Amy Kay
Print or type name

Control Consultant _____ 2/23/11
Title Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Joel Fruendt, being first duly sworn certify and say
that I am General Manager
(insert "sole owner," "partner," "president," or other proper title)

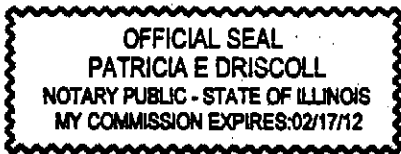
of Clarke Aquatic Services, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense 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 23rd Day
of February, 2011.

Patricia E Driscoll
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, Amy Kay, having submitted a bid for Clarke Aquatic Services, Inc. (Name of Contractor) for aquatic weed & algae 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: *Amy Kay*
Authorized Agent of Contractor

Subscribed and sworn to before me this 23rd day of February, 2011.

Patricia E. Driscoll
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: 2/23/11

TAX CERTIFICATION

I, Bryan Tazbier, having been first duly sworn depose and state as follows:

I, Bryan Tazbier, am the duly authorized agent for Clarke Aquatic Services, Inc., which has submitted a bid to the Village of Orland Park for

Aquatic Weed Control and I hereby certify
(Name of Project)

that Clarke Aquatic Services, Inc. is not

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

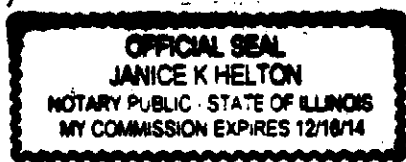
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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: *Bryan Tazbier*
Title: Accounting Supervisor

Subscribed and Sworn to before me this 22nd day of February, 2011

Janice K. Helton



REFERENCES


(Please type)

ORGANIZATION Village of Lincolnshire
ADDRESS One Olde Half Day Road
CITY, STATE, ZIP Lincolnshire, IL 60069
PHONE NUMBER 847-883-8600
CONTACT PERSON Scott Phippen
DATE OF PROJECT Client since 1995

ORGANIZATION Oswegoland Park District
ADDRESS 313 E Washington Street
CITY, STATE, ZIP Oswego, IL 60543
PHONE NUMBER 830-554-1010
CONTACT PERSON Mike Fee
DATE OF PROJECT Client since 2000

ORGANIZATION Village of Minooka
ADDRESS 608 Twin Rail Drive
CITY, STATE, ZIP Minooka, IL 60447
PHONE NUMBER 815-467-8868
CONTACT PERSON Rob Tonarelli
DATE OF PROJECT Client since 2006

Bidder's Name: Amy Kay for Clarke Aquatic Services, Inc.

Signature & Date:  2/23/11

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

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

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." The certificate of insurance shall also state this information on its face. 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 coverage and limits described above directly to the Village of Orland Park, Attn: Denise Domalewski, 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 23 DAY OF February, 2011

Signature

Amy Kay, Control Consultant

Printed Name & Title

Authorized to execute agreements for:

Clarke Aquatic Services, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2011

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).

PRODUCER MARSH USA INC. 500 WEST MONROE STREET CHICAGO, IL 60661 Attn: E: Chicago.CertRequest@marsh.com f: 212-948-0770 772285-ALLAQ-ALLCV-10-11	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: Illinois National Ins Co		23817
INSURER C: N/A		N/A
INSURER D: Insurance Company Of The State Of PA		19429
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-003598209-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDING POLLUTION <input type="checkbox"/> PRODUCTS POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC			EG1950828	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL DED \$1,000			CA6530642	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			EGU1950829	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 027-04-2818	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 027-04-2819	11/01/2010	11/01/2011	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED (EXCLUDING WORKERS' COMPENSATION COVERAGE) AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER VILLAGE OF ORLAND PARK ATTN: DENISE DOMALEWSKI 14700 S RAVINIA AVENUE ORLAND PARK, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katey E. Jones
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