VILLAGE OF LOMBARD BID PROPOSAL

Proposal for Contract Document Number *PWO-1317A*. We hereby agree to furnish to the Village of Lombard *Grass & Weed Mowing* in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

Annual Grass & Weed Mowing Lump Sum

\$72,000.00

Also, as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the bid prices for this section of the contract. Attach list marked as Exhibit Number 3 and write 'attached' in following blank.

VILLAGE OF LOMBARD

Contract for Grass & Weed Mowing

CONTRACT DOCUMENT NUMBER PWO-13B17A

This agreement is made this 7th day of March, 2013 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Green Horizon, Inc.) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Annual Grass & Weed Mowing Lump Sum

\$72,000.00

- 1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and contract document no. <u>PWO-1317A</u> for <u>Grass & Weed Mowing</u>, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-1317A - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated February 15, 2013
 - c. Required Performance and Payment Bonds and Certificate of Insurance

- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$\frac{72,000.00}{200}\$ paid in accordance with the provisions of the Local Government Prompt Payment Act.
- 3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within ____ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
- 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
- 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William Ware, Acting Village President, and the Contractor have hereunto set their hands this <u>7th</u> day of <u>March</u>, 2013.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Individual or Partnership ____ Corporation _____ Resident By Position/Title _____ Position/Title

Accepted this 7thday of March, 2013.

GREEN HORIZON, INC						
Print Company Name						
THE VILLAGE OF LOMBARD, ILLINOIS						
Accepted this 7 th day of March, 2013.						
Acting William Ware Village President Attest: Brigitte O'Brien Village Clerk						
Approved for issuance:						
Rhonda Heabel Date Management Analyst						
Approved contents of contractual documents:						
Thomas P. Bayer Date Village Attorney						

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

	EDWARD WALENDY , having been first duly sworn, depose and states as follows:
(C	fficer or Owner of Company)
Ιa	m the PRESIDENT for G-REEN HURIZON, INC.
(th	m the PRESIDENT for G-REEN HORIZON, INC. (Title) (Name of Company) the "Contractor"), which has submitted a proposal for MOWING GRASS / WEEDS
to au	(Name of Village project) the Village of Lombard and, having personal knowledge of the matters certified to herein, and being thorized by the Contractor to make the certifications set forth herein, hereby certifies that said entractor:
1.	has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2.	 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;
3.	is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that ROSENS 6 ACCANTAL (Name of complayed driver or "all complayed drivers")
	_(Name of employee/driver or "all employee drivers")
	is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and
4.	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 Article 33E of the Illinois Criminal Code of 1961.
	By: Authorized Agent of Contractor

Subscribed and sworn to before me this

Notary Public

OFFICIAL SEAL
ASHLEY D SWEET
Notary Public - State of Illinois
My Commission Expires Apr 5, 2016

EXHIBIT B

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

GREEN HORIZON INC	_, having submitted a bid/proposal for
GRASS & WEED MOWING	_, to the Village of Lombard, hereby certifies that said contractor has
a written sexual harassment policy in 1	place in full compliance with 775 ILCS 5/2-105(A) (4).
	By: Authorized Agent of Contractor
	Authorized Agent of Contractor
Subscribed and sworn to before me this	V

before me this grandless, day of April,

OFFICIAL SEAL
ASHLEY D SWEET
Notary Public - State of Illinois
My Commission Expires Apr 5, 2016

EXHIBIT C

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

GREEN HORIZON, INC , having submitted a bid/proposal for

GRASS & WEED MOWING , to the Village of Lombard, hereby certifies that said contractor 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.

Ву:

Authorized Agent of Contract

Subscribed and sworn to

. 2013

OFFICIAL SEAL ASHLEY D SWEET

Notary Public - State of Illinois
My Commission Expires Apr 5, 2016

EXHIBIT D

CERTIFICATION OF CONTRACTOR c174E FHA Rules, 49 CFR 382

EDWARD WALENBY	_hereby	certifies that it is in full compliance with the
[Company Name]	_ •	•
Federal Highway Administration Ru	les on C	Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq., and that ROSENDO	ALC	CANTAR
[name of empl	loyee/dr	iver or "all employee drivers"]
is/are currently participating in a drug	g and al	cohol testing program pursuant to the aforementioned rules.
	Ву:	[Company Name] Its: PRESIDENT
SUBSCRIBED AND SWORN TO		
before me this day		
betore the ting/day		

OFFICIAL SEAL
ASHLEY D SWEET
Notary Public - State of Illinois
My Commission Expires Apr 5, 2016

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:	
Named Insured:	
Policy Number:	
Policy Period:	
Endors. Effective Date:	

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/24/13

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.

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

te notaet itt ned of sadir		L CONTACT				
PRODUCER 847-36		NAME:				
nsurance Agency Inc. ew Parkway, Ste 105 ls, IL 60061	847-367-26	PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	FAX (A/C, No):			
		INSURER(S) AFFORDING COVERAGE	NAIC #			
Green Horizon, Inc		INSURER A: WESTERN NATIONAL INSURANCE				
		INSURER B:				
Lombard, IL 60148		INSURER C:				
		INSURER D:				
		INSURER E :				
-		INSURER F:				
SES	CERTIFICATE NUMBER:	REVISION NUMBER:				
	nsurance Agency Inc. ew Parkway, Ste 105 ls, IL 60061 Green Horizon, Inc 960 Lombard Road Lombard, IL 60148	nsurance Agency Inc. ew Parkway, Ste 105 ls, IL 60061 Green Horizon, Inc. 960 Lombard Road Lombard, IL 60148	ew Parkway, Ste 105 St. L. L. L. L. L. L. L.			

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.

NSR LTR	TYPE OF INSURANCE	TADDE	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
LIK	GENERAL LIABILITY	INSK		Toble, Name Lit			EACH OCCURRENCE	\$	1,000,000	
Α	X COMMERCIAL GENERAL LIABILITY	x		CPP1050636	12/31/12	12/31/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000	
							PERSONAL & ADV INJURY	\$	1,000,000	
			-				GENERAL AGGREGATE	\$	3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG	\$	3,000,000	
	POLICY X PRO-							\$		
	AUTOMOBILE LIABILITY	1			10121110	40/04/40	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
Α	X ANY AUTO		-	CPP1048254	12/31/12	12/31/13	BODILY INJURY (Per person)	\$		
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
	X NON-OWNED AUTOS	İ						\$		
	NON-OWNED AS TOS	ļ			1			\$		
	X UMBRELLA LIAB X OCCUR		<u> </u>				EACH OCCURRENCE	\$	3,000,000	
_	EXCESS LIAB CLAIMS-MADE				12/31/12	12/31/13	AGGREGATE	\$	3,000,000	
A	DEDUCTIBLE			UMB1008339	RecoonLamin	12/31/12	12/31/13	·	\$	
	X RETENTION \$ 0					<u> </u>		\$		
	WORKERS COMPENSATION				12/31/12		X WC STATU- OTH- TORY LIMITS ER			
4	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	7 (WCV1006148		12/31/13	E.L. EACH ACCIDENT	\$	500,000	
-	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	1				E.L. DISEASE - EA EMPLOYEE	\$	500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below				<u> </u>		E.L. DISEASE - POLICY LIMIT	\$	500,000	
							······································			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) LODL INSDS ARE ADDED TO THE GL POLICY WIRESPECT TO WORK PREMD BY THE NAMED USD AS REQUIRED BY SIGNED WRITTEN CONTRACT: VILLAGE OF LOMBARD.

ERTIFICATE HOLDER	CANCELLATION				
Village of Lombard	VILLO-0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
255 East Wilson Ave Lombard, IL 60148		Scott With			