

AGREEMENT

This agreement ("Agreement") is made as of May 1, 2015 between the Village of Homer Glen, Illinois ("Village") and R. Doszak Enterprises, Inc. d/b/a R&R Yard Design, an Illinois corporation ("Contractor").

WHEREAS, the Village owns the property commonly previously known as the Woodbine Golf Course ("Woodbine") which contains approximately 96 acres at 14240 W. 151st Street, Homer Glen; and

WHEREAS, the Contractor has submitted a proposal to the Village to maintain the landscape at Woodbine pursuant to this Agreement; and

WHEREAS, the Village has decided to accept the Contractor's proposal.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Contractor agree as follows:

1. The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.
2. The Contractor shall provide the following services:
 - Mow and trim all grass (including along the fences) to a three-inch height and remove clippings from paved surfaces;
 - Maintain all fairways, greens and tee boxes, including specialized grass-cutting of said areas;
 - Keep planted beds and landscaped areas around buildings free from weed growth on an ongoing, weekly basis;
 - Pruning of trees and shrubs two times during the season in spring and fall;
 - Removal of dead shrubs;

- Leaf removal in the fall months of October and November;
- Removal of all trash found on the premises;
- Power edging; and
- Report any damage or vandalism to the designated Village Staff Member.

The Village shall pay the Contractor \$3,608.75 per cutting of the entire premises, with specialized greens, tee box and fairway maintenance as discussed. The frequency of grass-cutting shall be determined by the Village.

If directed by the Village to apply fertilizer to the entire property, the cost shall be \$6,871.30 per application. If directed to apply fertilizer 100 feet around the perimeter of the property, the cost shall be \$3,600.00 per application. If directed to apply weed control to the entire property, the cost will be \$7,280.82 per application.

It is understood that the Contractor shall not apply weed control, fertilizer and fungicide unless directed by the Village in writing. If so directed, Contractor will provide said service at the cost indicated herein. It is understood that if a fungicide application is required, the price for said application will be mutually agreed upon by both the Village and the Contractor.

3. Damage to Public or Private Property. The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the Village properties caused by the actions of its employees or agents, unless said damage occurred under circumstances beyond their reasonable control as determined by the Village.

Any damage to the property caused by the Contractor's operations shall be resolved within fourteen (14) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the

satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due the Contractor.

4. **Safety/Security.** The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village as well as by general regulations and standards of the industry and in accordance with all applicable federal, state and local regulations. The Contractor shall comply with all federal, state and local laws with regards to the background checks. For security purposes, all staff assigned to the Village premises must be bonded and insured.

5. **Workmanship.** Workmanship shall be of the highest caliber in every respect. Workers must take care to ensure the least amount of disturbance to the sites, Village Staff Members and the general public. Rutting is not permitted. Contractor shall mow properties when the conditions warrant (i.e., weather permitting). Any rutting shall be immediately repaired after the mowing cycle.

6. **Supervision and Training.** The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the property being maintained on a weekly basis to be sure that the work has been completed in a satisfactory manner. The Village Manager reserves the right to have the Contractor assign a new contact, supervisor and/or staff for the Village's account if the current representative(s) are deemed unacceptable.

7. **Trespass on Land.** During the course of this agreement the Contractor shall be permitted to store his equipment on the Woodbine premises in a building or area designated by the Village, provided, however, that Contractor expressly assumes all risk and responsibility for damage, deterioration, theft and other problems related to the storage of the equipment at

Woodbine. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in this Agreement.

8. **Traffic Control and Compliance.** The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

9. **Protection of Existing Facilities.** Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities caused by the Contractor, shall be reported to the Village and shall be repaired promptly by the Contractor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due, without penalty.

10. **Insurance Protection.** The Contractor shall maintain general liability and automobile liability insurance in the amount of no less than one million dollars (\$1,000,000.00) combined single limit ("CSL") per occurrence and general liability of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. An excess umbrella liability shall be provided with minimum limits of five million dollars (\$5,000,000.00) per occurrence. The Contractor shall cause the Village to be named as an additional insured under the policies.

Proof by means of a Certificate of Insurance shall be filed with the Village at least two (2) weeks prior to the commencement of the services under this Agreement. Such policy shall not permit termination or modification without at least thirty (30) days' prior written notice to the

Village. A new Certificate of Insurance shall be filed with the Village at least thirty (30) days prior to the expiration or termination of an existing policy of insurance.

The Contractor shall also provide Workman's Compensation Insurance for all of its employees in the amounts required by statute. Any outstanding lawsuits due to landscape maintenance services must be made known in the proposal.

11. This Agreement shall not be assigned by the Contractor without the express written consent of the Village, which consent may be withheld, in the sole discretion of the Village.

12. This Agreement may not be amended except pursuant to a written instrument signed by the parties.

13. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, then this entire Agreement shall be null and void.

14. This Agreement is binding upon the successors and assigns of the parties.

15. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

16. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement except those fully expressed herein.

17. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary thereof or otherwise) other than the parties.

18. This Agreement may be executed in counterparts. Facsimile signatures shall be sufficient.

19. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

20. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

21. All disputes between the parties shall, at the election of either party, be the subject of a civil suit. Venue for any such suit shall be in the Will County Circuit Court, Will County, Illinois.

22. Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To the Village: Village of Homer Glen
Attn: Village Manager, Cameron Davis
14933 S. Founders Crossing
Homer Glen, Illinois 60491
Fax: 708-301-8407

To the Contractor: R. Doszak Enterprises, Inc.
d/b/a R&R Yard Design
P.O. Box 921
Matteson, Illinois 60443
708-670-8504

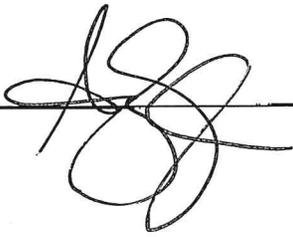
or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other party hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

23. **Compliance with Laws.** Contractor shall at all times comply with all applicable local, state or federal regulations, statutes, and ordinances as may relate to the work performed under this Agreement, including but not limited to the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, *et seq.*; the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*; the Human Rights Act, 775 ILCS 5/1-101, *et seq.* and the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*; the Veterans Preference Act, 330 ILCS 55/0.01 *et seq.* The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work provided in this Agreement.

24. **Termination.** The Village reserves the right at any time and in its absolute discretion to terminate the services of the Contractor by giving fourteen (14) days' prior written notice to the Contractor. In such event, the Contractor shall be entitled to, and the Village shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the services completed prior to the effective date of termination.

Village of Homer Glen,

R. Doszak Enterprises, Inc.
d/b/a R&R Yard Design,

By:  _____

By: Russell M. Doszak - owner
Its: R&R Yard Design
R. Doszak Enterprises, INC,
DBA R&R Yard Design
5-1-15



R&RLA-1

OP ID: CC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2015

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).

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| PRODUCER Advanced Insurance Partners 610 W Roosevelt Rd, Suite A2 Wheaton, IL 60187 Dirk Glass | CONTACT NAME: Dirk Glass PHONE (A/C, No, Ext): 630-462-7008 FAX (A/C, No): 630-462-7030 E-MAIL ADDRESS: dglass@aipinsurance.com |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED R. Doszak Enterprises, Inc. dba R&R Yard Design PO Box 921 Matteson, IL 60443 | INSURER A : The Hartford Insurance Company |
| | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

COVERAGES **CERTIFICATE NUMBER:** **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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|-----------------------------|------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 83SBAIM0718 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE | \$ 1,000,000 | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | |
| | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | | | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ | |
| | | | | | | | AGGREGATE | \$ | |
| | | | | | | | | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 83WECBL4749 | 06/01/2014 | 06/01/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | E.L. EACH ACCIDENT | \$ 100,000 |
| | | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 |
| | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Homer Glen is an additional insured on the general liability.

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| CERTIFICATE HOLDER HOMERGL Village of Homer Glen 14915 S. Founders Crossing Homer Glen, IL 60491 | 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 |
|---|--|