

AGREEMENT FOR 2023 HERBICIDE SPRAYING SERVICES

This Agreement for 2023 Herbicide Spraying Services (the "Agreement") is made as of the 20th day of March 2023 by and between the Wheaton Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 102 East Wesley Street, Wheaton, Illinois 60187 and TruGreen Limited Partnership, an Illinois company ("Contractor"), with its principal place of business at 1075 Carolina Drive, West Chicago, IL 60185, which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

- 1. Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following work: 2023 Herbicide Spraying Services for various Park District locations (the "Work") as indicated in the Request for Proposal, dated February 9, 2023; Documents for 2023 Herbicide Spraying Services, attached to and incorporated as part of this Agreement by reference (the "RFP Documents").
- 2. Contract Documents.** The Contract Documents consist of this Agreement between the Park District and the Contractor, the RFP Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor Compliance and Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the RFP Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.
- 3. Term.** Unless terminated earlier as provided in Section 14 of this Agreement, the term of this Agreement shall commence on October 1, 2023, and expire on October 31, 2023 (the "Term").
- 4. Performance of Work.** Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.
- 5. Contract Sum.** The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the Agreement the following prices:

Parks for Spraying	Approx. Acres for Spraying	2023
Atten Park	23.2	\$ 2,130
Briar Knoll Park	5.4	\$ 1,290
Briar Patch Park	15	\$ 530
Brighton Park	4.3	\$ 430
CAC Central Athletic Complex and Rotary Park	15.5	\$ 1,160
Clocktower Commons	0.6	\$ 79
Cosley Zoo	1.2	\$ 100
Community Center and Rice Pool	2.4	\$ 230
Danada South/Sensory Garden	14.2	\$ 1,340
Dorset Park	5.4	\$ 530
Graf Park	17.2	\$ 1,420
Hurley Gardens	1.7	\$ 160
Kelly Park	10.8	\$ 950
Northside Park	19.3	\$ 1,930
Rathje Park	4.2	\$ 380
Scottdale Park	6.6	\$ 612
Seven Gables Park	55	\$ 4,675
Triangle Park	0.6	\$ 89
	Approx. 202.6 Acres Total	2023 Total Amount \$ <u>18,035.00</u>

(collectively, hereinafter referred to as the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor on a quarterly basis upon the Park District's receipt of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each. The Park District may withhold payment to Contractor in the event Contractor fails to provide waiver of liens and sworn affidavits in accordance with this Section 7 or if Contractor fails to make payments to any sub-supplier or sub-contractor for material or labor.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

8. Correction of Deficiencies. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

9. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not

properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the completion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

10. Cleaning Up. The Contractor shall keep the project sites and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

11. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park

District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance.

A. The Contractor shall acquire and keep in force at all times during the Term of this Agreement, the following insurance coverage:

(i). Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

(ii). Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability

coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(iii). Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

(iv). General Insurance Provisions

a). Evidence of Insurance

Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b). Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c). Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d). Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e). Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

13. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the

extent ~~regardless of whether or not~~ it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

14. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

15. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees,

or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Park District: Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187
Fax: 630-665-5880
Email: mbenard@wheatonparks.org
Attention: Mike Benard, Executive Director

If to Contractor: TruGreen Limited Partnership
1075 Carolina Drive
West Chicago, IL 60185
Fax: 630-231-8861
Email: jackgerdevich@trugreenmail.com
Attention: Jack Gerdevich

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

24. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

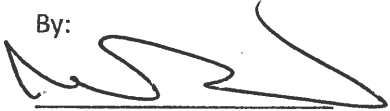
25. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

26. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

WHEATON PARK DISTRICT

By:



Executive Director
Wheaton Park District

Attest:

Date:

4/2/2023

CONTRACTOR:

By:



TruGreen Limited Partnership
Representative

Its:

SIR BUSINESS DEVELOPMENT LTD

Date:

3/31/2023

805447

Exhibit B

CONTRACTOR COMPLIANCE AND CERTIFICATION

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on 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 Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: *Jack Endrinal*
Its: SR BUSINESS DEVELOPMENT REP

STATE OF Illinois)
COUNTY OF COOK)SS

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that John Woods, Patrick Gendevich appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 03/30/2023

Ruby Pinedo
(Notary Public)

(SEAL)

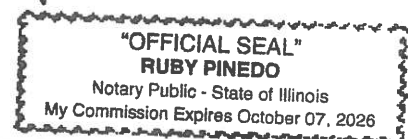


Exhibit A

WHEATON PARK DISTRICT – HERBICIDE SPRAYING SERVICES

Request for Proposal – FEBRUARY 9, 2023

Contact: Deb Seymour, Superintendent of Parks, dseymour@wheatonparks.org (630) 510-4972

SCOPE OF WORK

PROJECT: HERBICIDE SPRAYING SERVICES

PROPOSAL DUE DATE: FEBRUARY 28, 2023 before 3 p.m. (Proposals can either be e-mailed to the e-mail address above or dropped off at: Wheaton Park District – Parks Services Center, 1000 Manchester Road, Wheaton, Illinois, 60187, Attn: Deb Seymour/Herbicide Spraying Services Proposal).

STARTING DATE: Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the signed contract and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

SERVICE PERIOD: One Application between **October 1, 2023** through **October 31, 2023**
One Application between **October 1, 2024** through **October 31, 2024**
One Application between **October 1, 2025** through **October 31, 2025**

The contractor is to provide the following spraying services:

(Low Odor) Herbicide Control Spray Application - Annual site visit (1 visit per park) to control weed growth with spray herbicide applications. Needs to control broadleaf weeds including clover. **“Contractor Must NOT use 2, 4-D Product”**. In addition, all “PARKWAYS” adjacent to Park District property require spraying as indicated on attached maps.

Contractor is required to give District 24-48 hours notice before work begins. Work hours are Monday-Friday 7 a.m. to 4 p.m. unless where noted on the table below*.

A detailed report shall also be created for each visit and provided to: Deb Seymour, Superintendent of Parks 630–510-4972 dseymour@wheatonparks.org.

This project is not subject to prevailing wage rates.

The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.

Herbicide Spraying (Approximate Acreage Table)

Work is to be performed at the parks indicated below: (*see attached **2023 Herbicide Spraying Aerial Maps***)

<u>Parks to be Sprayed</u>	<u>Approximate Acres for Herbicide Spraying</u>
Atten Park - 1720 South Wiesbrook Road, Wheaton (add'l access from Shaffner Road)	23.2
Briar Knoll Park - 500 Tennyson Drive, Wheaton (add'l access from Longfellow Drive)	5.4

Briar Patch Park - 1700 / 1750 Briarcliff Blvd., Wheaton <i>*Work must be completed before 8 a.m. or after 3:30 p.m.</i>	15
Brighton Park - 1297 Brighton Drive, Wheaton	4.3
CAC Central Athletic Complex & Rotary Park – 500 South Naperville Road & 600 South Main Street, Wheaton	15.5
Clocktower Commons - 100 North Naperville Road, Wheaton	0.6
Cosley Zoo - 1356 North Gary Avenue, Wheaton <i>*Work must be completed before 9:30 a.m.</i>	1.2
Community Center & Rice Pool - 1777 South Blanchard Road, Wheaton	2.4
Danada South/Sensory Garden - 2650 Navistar Circle, Lisle	14.2
Dorset Park - 2068 Dorset Drive, Wheaton (Butterfield & Orchard Roads)	5.4
Graf Park (Monroe School) - 1855 Manchester Road & access from Harrison Ave. to Pleasant Hill Rd. Wheaton <i>*Work must be completed before 8 a.m. or after 3:30 p.m.</i>	17.2
Hurley Gardens – 1003 Creekside Drive, Wheaton - west of Adare Drive (additional access from Wexford Circle)	1.7
Kelly Park (Edison School) - 1100 South Main Street & 1125 South Wheaton Avenue, Wheaton <i>*Work must be completed before 8 a.m. or after 3:30 p.m.</i>	10.8
Northside Park - 1300 North West Street, Wheaton (additional access from Armbrust Avenue)	19.3
Rathje Park - 616 Delles Road, Wheaton (additional access from Lakeside Drive)	4.2
Scottdale Park - 1855 Scottdale Circle, Wheaton	6.6
Seven Gables Park - 1750 Naperville Road, Wheaton (additional access from Winner's Cup Circle)	55
Triangle Park - 1100 Crescent Street, Wheaton	0.6
Approximate Total Spray Acreage for all Parks Combined	202.6

PERFORMANCE SPECIFICATIONS

1. Statement of Qualifications for Prescribed Herbicide Spray Application

The successful Contractor must have qualifications to conduct herbicide spray application, including a prescribed foreman with a minimum experience level of 10 herbicide spray applications. The herbicide application leader shall have met the requirements of Illinois Law and Illinois Department of Agriculture. Contractors shall submit with their proposal, the herbicide spray application leader's certification and licensing number and date of issue, showing said compliance.

2. Quality Control

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the Park District, the successful Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability that it has assumed under this contract, and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the proposal, in addition to any other certifications required in these Proposal Documents, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of five (5) projects of similar nature and scope to the work being proposed and the type of work completed is similar to that being proposed.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the Work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences that Contractor has adequate financial resources to complete the Work being proposed, as well as all other work the Contractor is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The successful Contractor shall be certified and licensed by the Illinois Department of Agriculture to apply herbicides approved for use in the State of Illinois.

IMPORTANT: Failure to comply with the “Safe Use of Equipment” section can result in immediate termination of the Contract.

- A. **SAFE USE OF EQUIPMENT:** The Contractor will use/operate all equipment in a safe manner. All guards and shields will be kept in place to ensure the safety of workers and the public. When spraying in the presence of Park Users, the Contractor's employees shall either spray an area of the site that will not affect the user's activities, or when possible, request the users to suspend their activity temporarily so that the workers may finish. The Contractor will always remove the keys from all equipment and vehicles while they are not in use and never leave equipment running while unattended.
- B. **EQUIPMENT CONDITIONS:** All over-the-road vehicles or equipment shall be identified by the contractor's name for purpose of identification. 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. The Wheaton Park District reserves the right to inspect the equipment that will be used prior to award of contract.

- C. **FUELING AND OILING:** Equipment will be fueled and or oiled on hard surface areas only. The Contractor will immediately clean up hazardous material spills. It is the Contractor's responsibility to repair turf areas damaged by improper fueling or oiling of equipment.
- D. **PUBLIC CONTACT:** The Contractor and his representatives may be contacted in some manner by residents/users of the park. The employee(s) shall be instructed to politely inform the citizens to direct their comments and/or questions to the Wheaton Park District office at 1000 Manchester Road or call 630-510-4972.
- E. **SUPERVISION:** The Contractor shall provide a supervisor for all spraying crews and will be on site when the parks are being sprayed. Failure to provide a qualified supervisor will be considered a default of the Contract unless the Owner is given prior notice.
- F. **EMPLOYEE IDENTIFICATION:** All spraying staff must wear their own company logo wear that will identify them as employees. All employees must also wear photo identification badges while on Park District premises.
- G. **PROBLEMS/COMPLAINTS:** The Contractor shall meet with the Superintendent of Parks initially prior to work commencing to discuss schedules problems, needs, and mutual areas of concern. A formalized system of communication between the Contractor and the Owner shall be determined by both parties once the contract has been awarded. The Contractor shall provide the Owner with emergency phone numbers for problems which shall be available 24 hours a day, seven days a week.
- H. **PENALTIES:** If the Contractor does not complete the tasks outlined in this document in a timely and sufficient manner the Park District reserves the right to hold back payment until the work is completed in a satisfactory manner. If the Contractor does not complete the task in a timely manner the Park District reserves the right to complete the task and the cost will be deducted from the monthly bill. If problems are persistent and/or cause a disruption in park operation, the Owner reserves the right to immediately cancel the Contract. The Contractor shall be responsible for any additional costs incurred by the Owner in performing the remainder of the Contract.
- I. **FEE ASSESSMENT**
Contractor fees should represent the cost of services scheduled and also include total labor, all equipment/materials for spraying services as outlined above, payroll and payroll taxes, all insurance and supervision.

EVALUATION CRITERIA

The District will evaluate proposals in response to this Request for Quotation and will award the contract to the lowest qualified Contractor whose submittal best conforms to the solicitation and will be the most advantageous to the Owner.

SUPERVISION OF EMPLOYEES

The successful Contractor shall provide adequate competent supervision at all times during the performance of the contract. The Contractor shall designate a contact person and submit the information to the Owner prior to beginning work.

REMOVAL OF EMPLOYEES

The Owner may request the Contractor to immediately remove from assignment to the Owner's contract any employee found unfit to perform their duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling or fighting.
3. Theft, vandalism immoral conduct or any other criminal action.
4. Selling, consuming, possession or being under the influence of intoxicants, including alcohol or illegal substances.

PERMITS

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

SUPPLEMENTARY CONDITIONS

The following provisions supplement the terms and conditions of the Agreement:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This

insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers,

officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Pollution Legal Liability Insurance

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The **Contractor Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

6. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) arises from in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the

Contract. Contractor's obligations under this section shall survive expiration or termination of the Contract.

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type).

BASE PROPOSAL FOR HERBICIDE SPRAYING SERVICES

Parks for Spraying	Approx. Acres for Spraying	2023	2024	2025
Atten Park	23.2	\$	\$	\$
Briar Knoll Park	5.4	\$	\$	\$
Briar Patch Park	15	\$	\$	\$
Brighton Park	4.3	\$	\$	\$
CAC Central Athletic Complex and Rotary Park	15.5	\$	\$	\$
Clocktower Commons	0.6	\$	\$	\$
Cosley Zoo	1.2	\$	\$	\$
Community Center and Rice Pool	2.4	\$	\$	\$
Danada South/Sensory Garden	14.2	\$	\$	\$
Dorset Park	5.4	\$	\$	\$
Graf Park	17.2	\$	\$	\$
Hurley Gardens	1.7	\$	\$	\$
Kelly Park	10.8	\$	\$	\$
Northside Park	19.3	\$	\$	\$
Rathje Park	4.2	\$	\$	\$
Scottdale Park	6.6	\$	\$	\$
Seven Gables Park	55	\$	\$	\$
Triangle Park	0.6	\$	\$	\$
	Approx. 202.6 Acres Total	2023 Total Amount \$_____	2024 Total Amount \$_____	2025 Total Amount \$_____

COMPANY NAME:

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

Addendums – Received and Acknowledged

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

COMPANY NAME:						
CONTACT NAME:						
TITLE:						
ADDRESS:						
CITY, STATE and ZIP:			FAX NUMBER:			
PHONE NUMBER:			E-MAIL:			
CELL PHONE NUMBER:						
DATED THIS		DAY OF		2022		
SIGNATURE:						

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

REFERENCES

MUST SUBMIT FIVE (Within the past three 3 years)

1.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
2.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
3.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
4.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
5.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor:

Permanent main office address:

When organized:

If a corporation, where incorporated:

How many years you have been engaged in business?

General scope of work or products supplies:

Have you ever failed to complete any work awarded to you?

If so, where, and why:

Have you ever defaulted on a contract?

Credit available:

\$

Give Bank reference:

Bank Address:

Bank Phone #:

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District?

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at _____ this _____ day of _____, 20____

Name of Contractor

By _____

Title _____

State of _____)

SS.

County of _____)

_____ being duly sworn deposes and says that
he/she
is _____ of _____
Title Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My commission expires _____, 20____

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

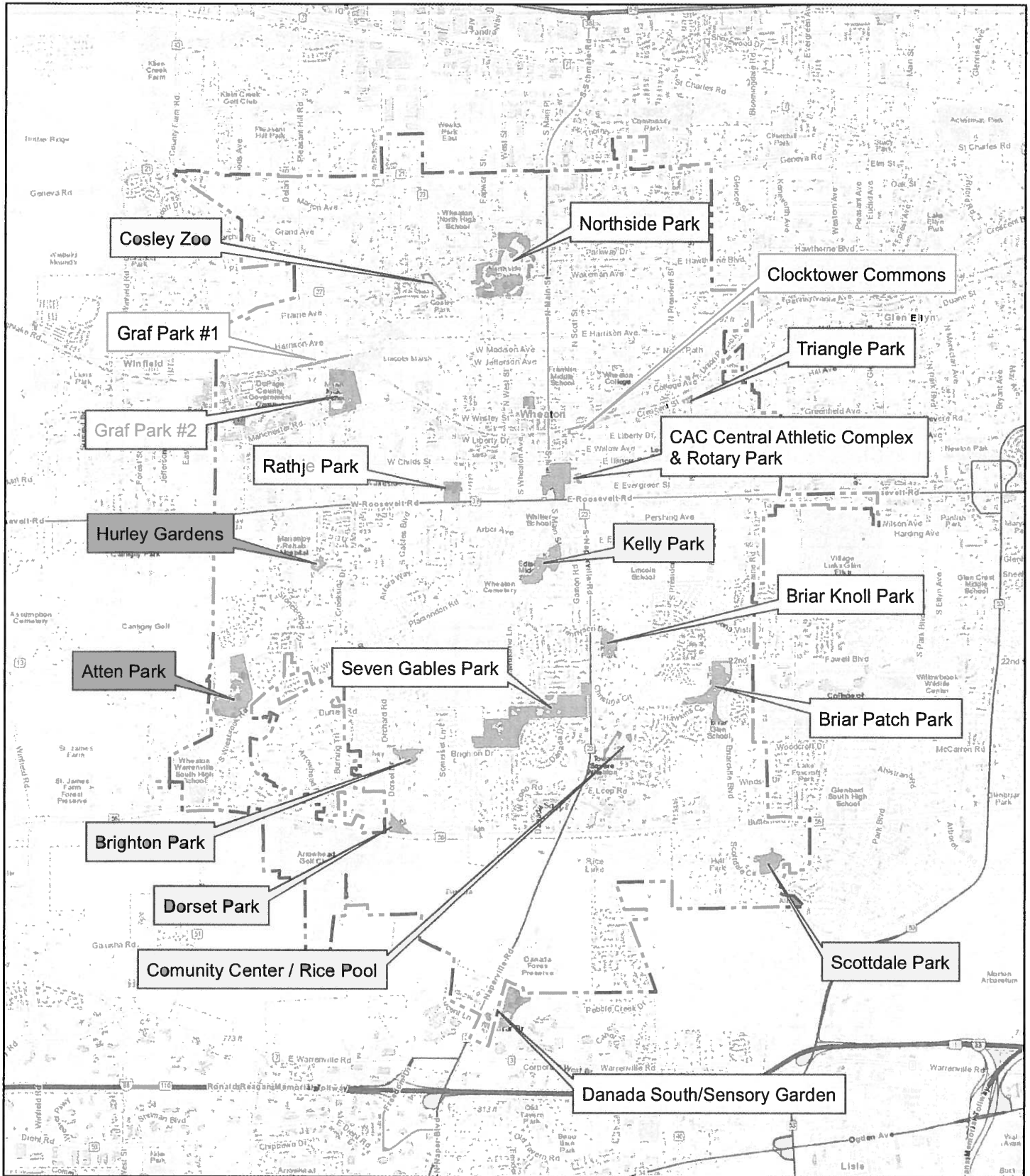
B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.



Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

2023 WPD Parks For Spraying - Location Map (18 Locations)

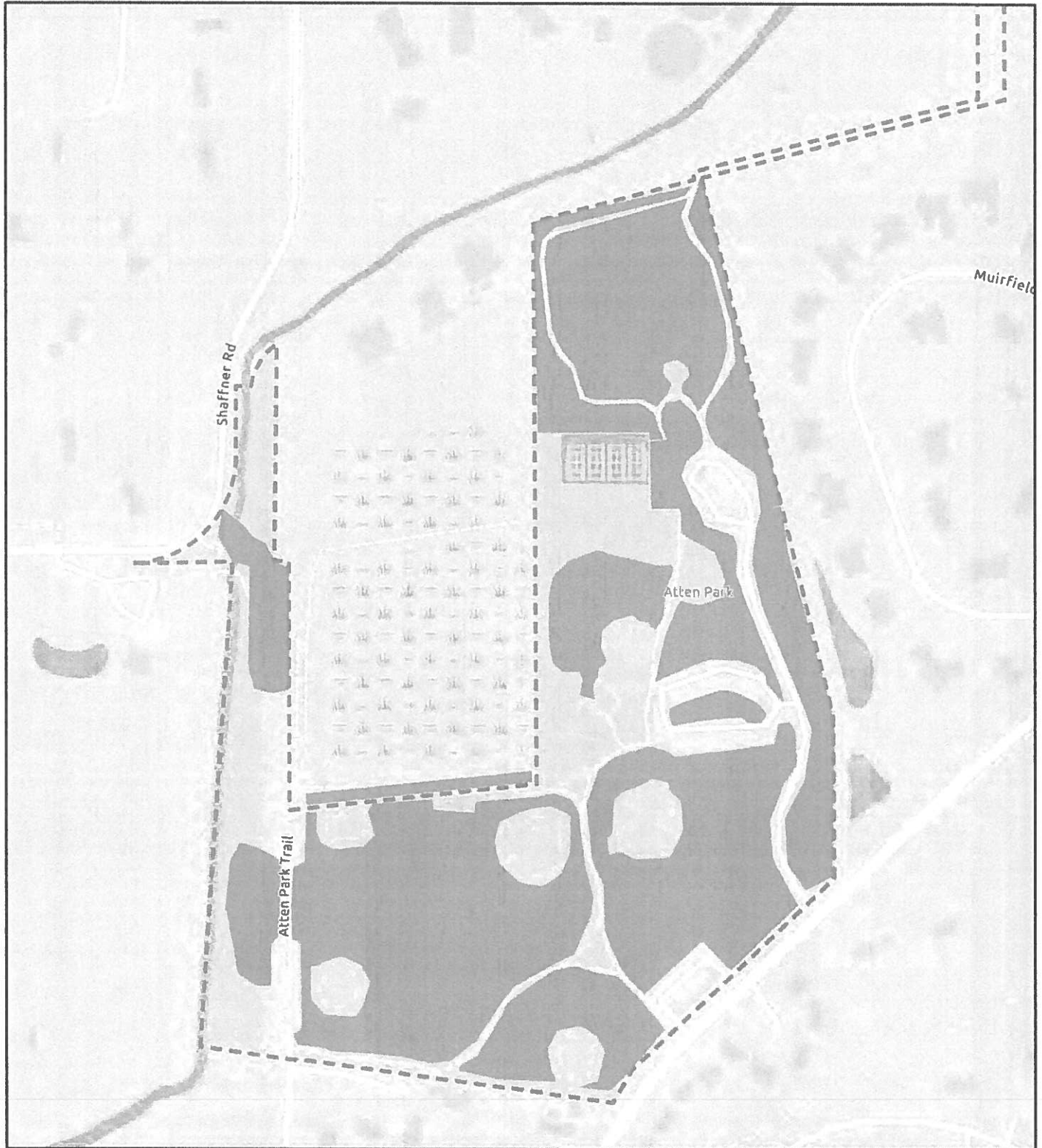


 Parks For Spraying
 WPD Boundary

0 0.25 0.5 1 1.5 2 Miles



Spraying Areas - Atten Park - 23.2 acres

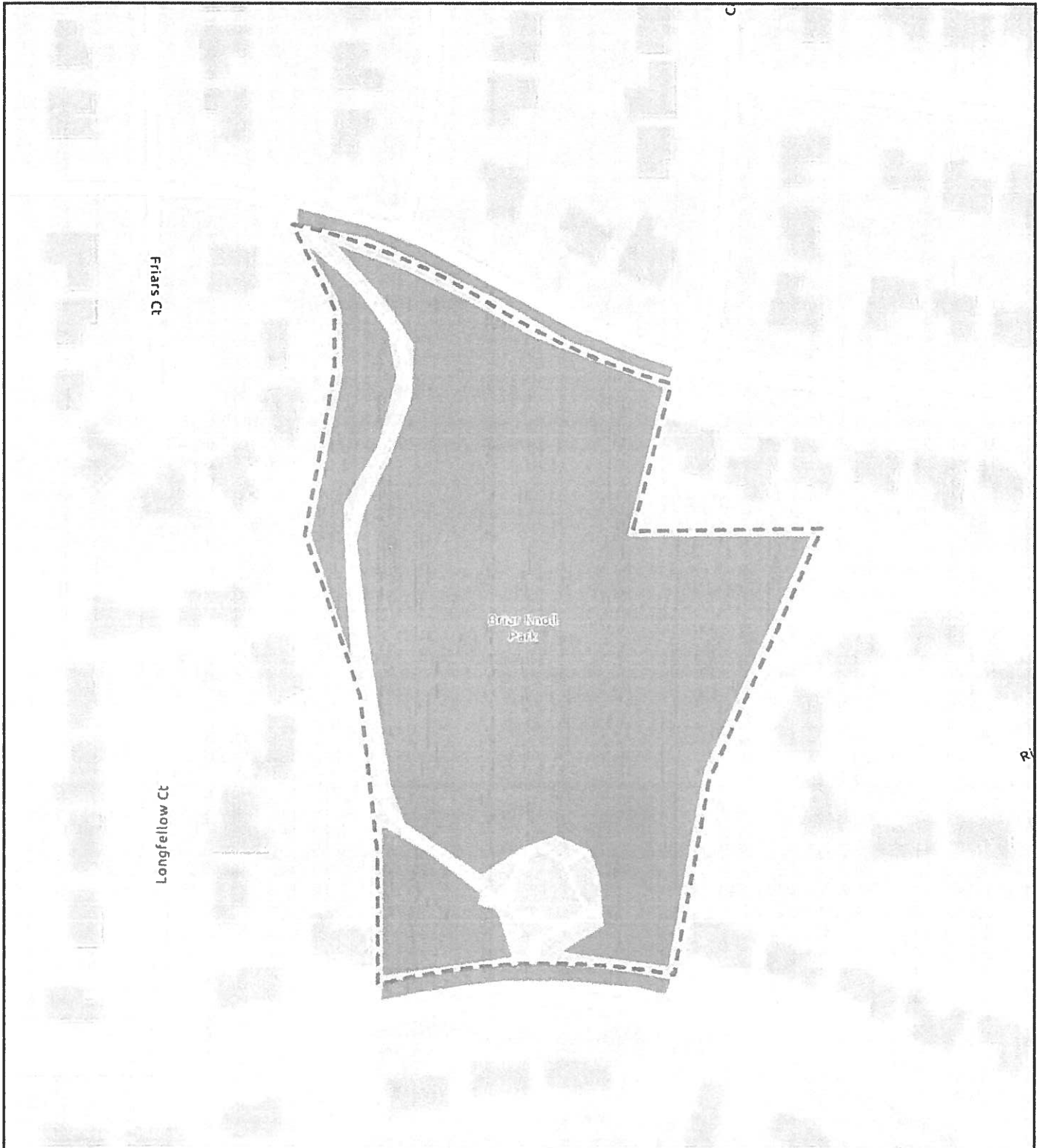


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Briar Knoll Park - 5.4 acres



Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METVNASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

0 62.5 125 250 375 500 Feet



Spraying Areas - Briar Patch Park - 15 acres



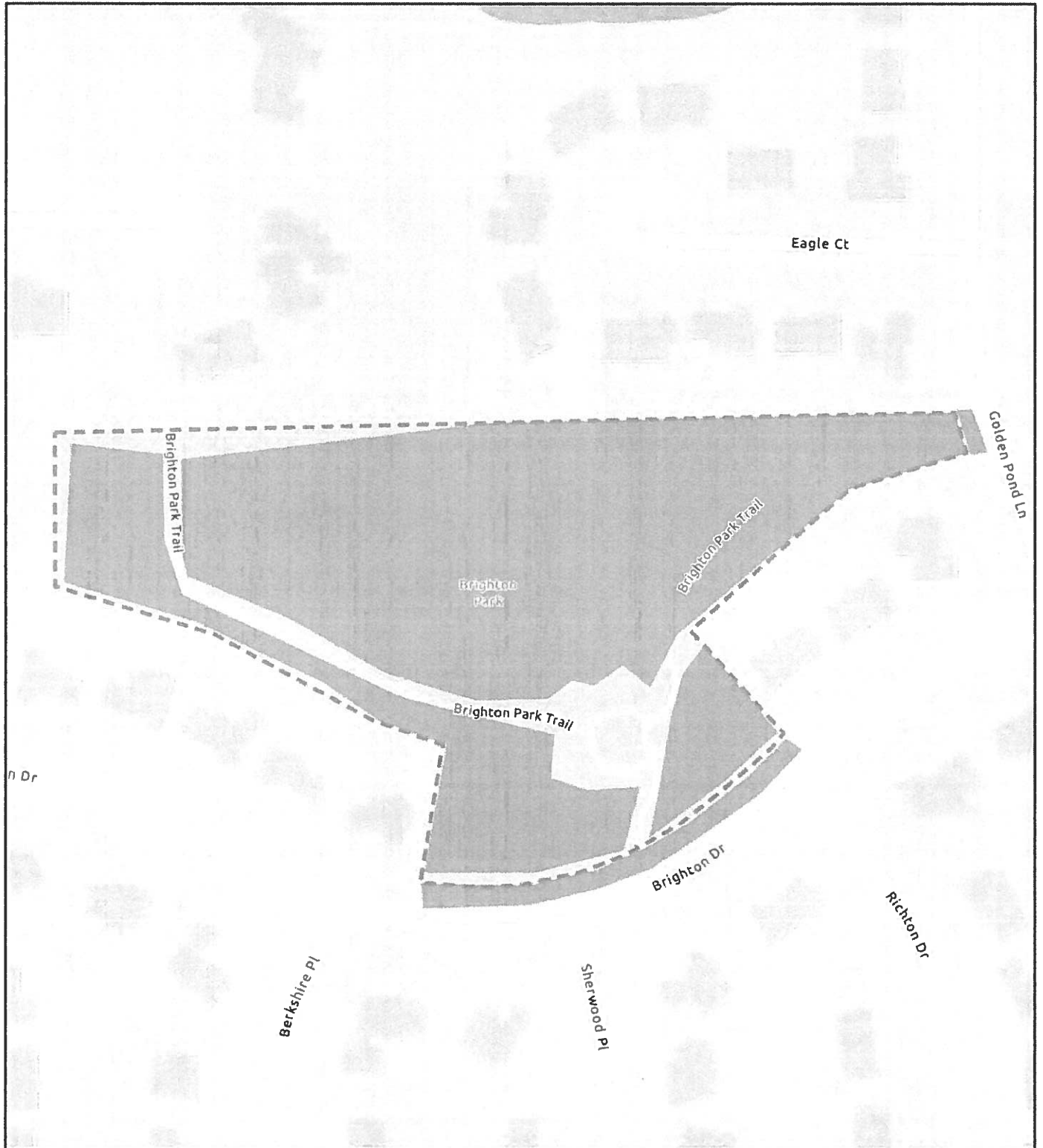
Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

0 125 250 500 750 1,000 Feet



Spraying Areas - Brighton Park - 4.3 acres



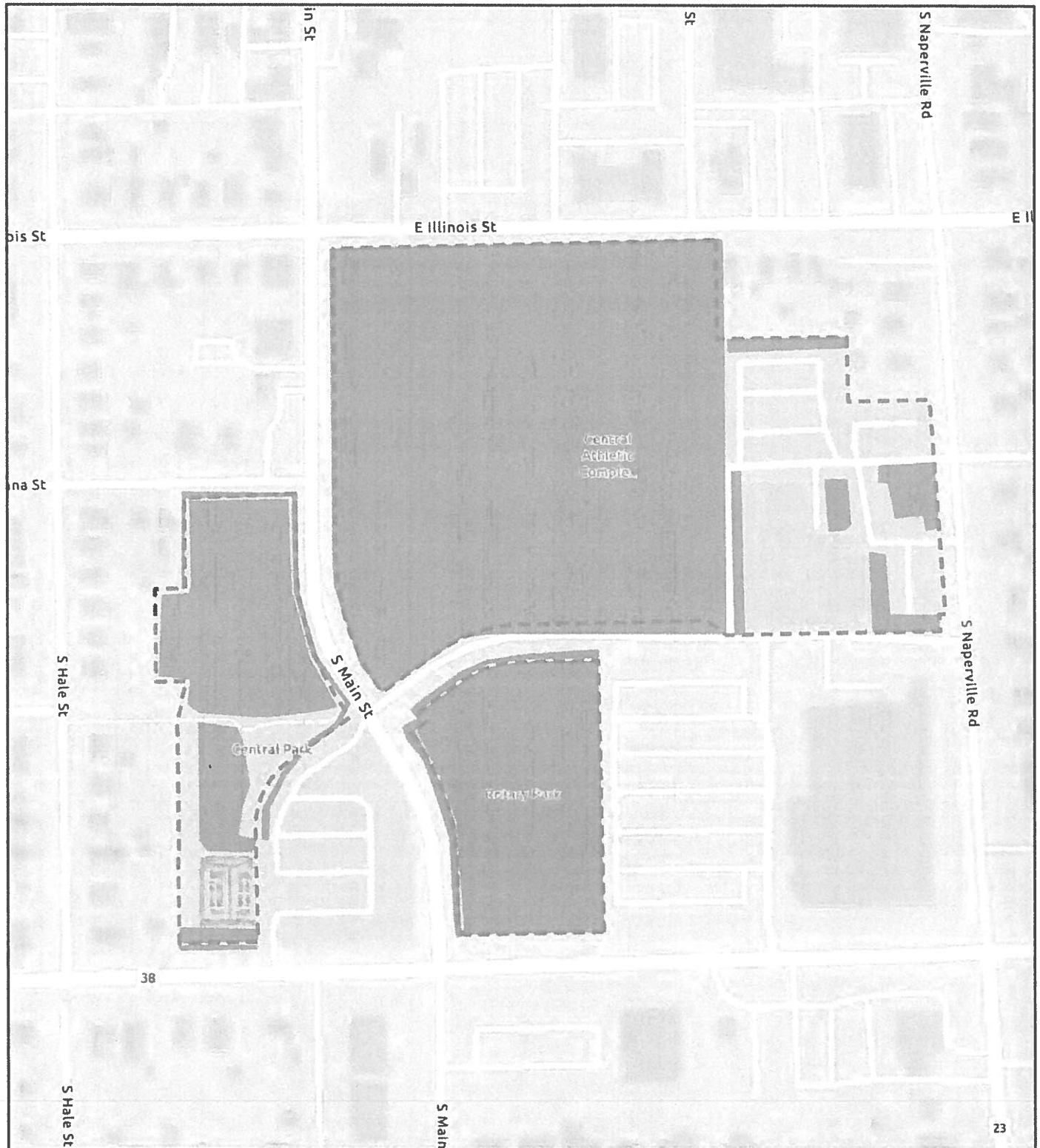
Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METVNASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

0 62.5 125 250 375 500 Feet



Spraying Areas - Central Athletic Complex - 15.5 acres

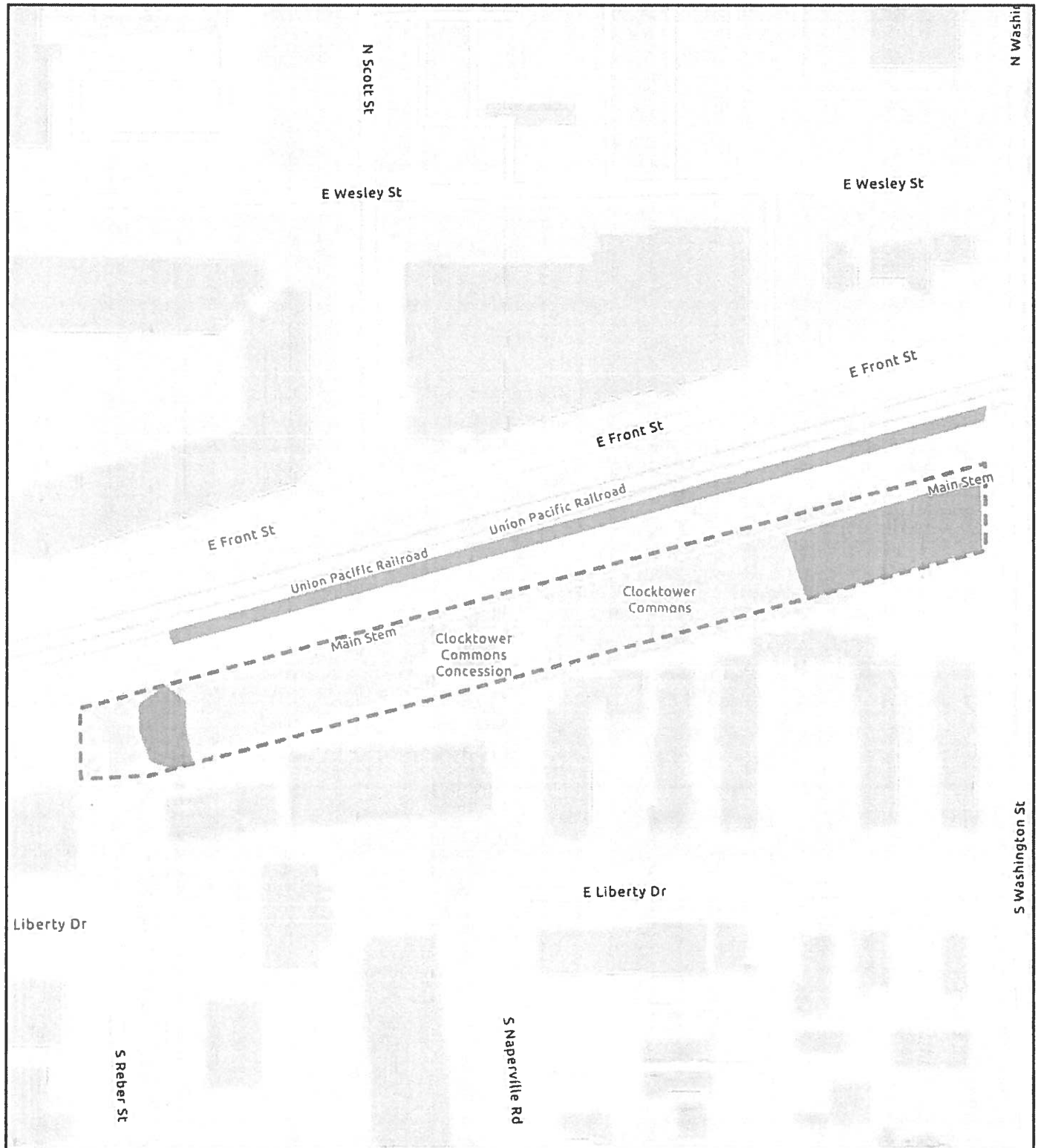


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Clocktower Commons - 0.6 acres



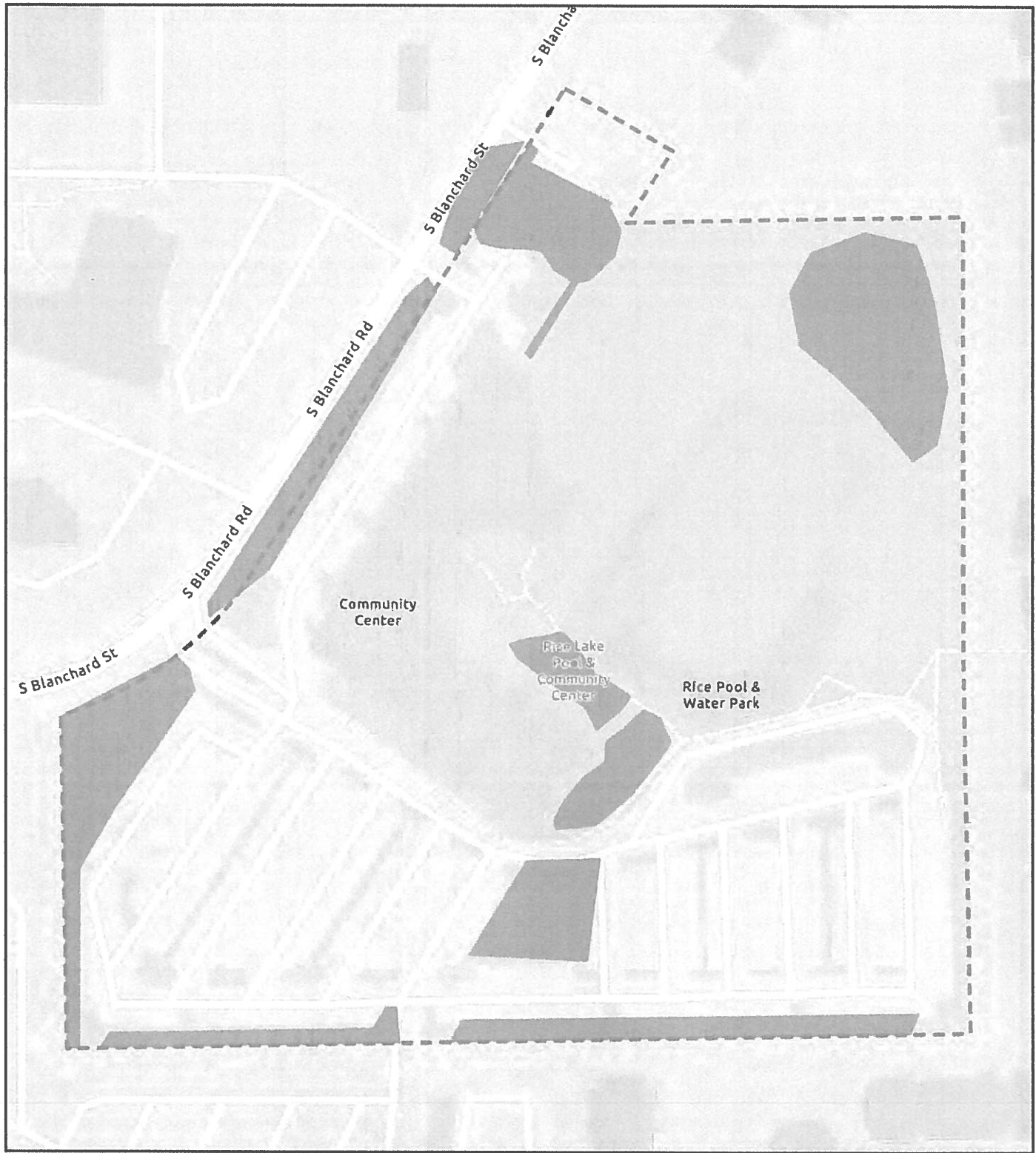
Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

0 62.5 125 250 375 500 Feet



Spraying Areas - Community Center/Rice Pool - 2.4 acres

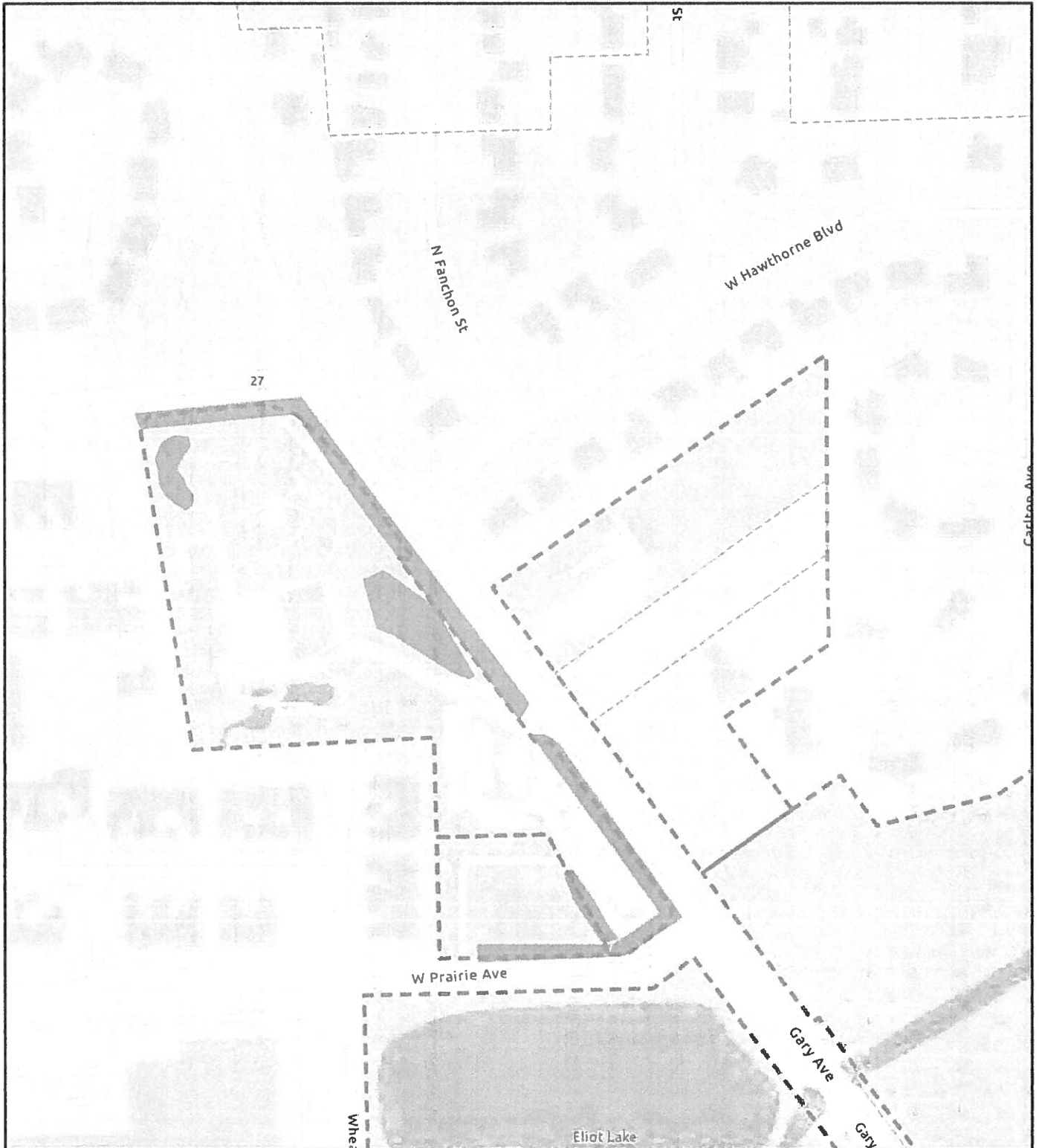


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Cosley Zoo - 1.2 acres



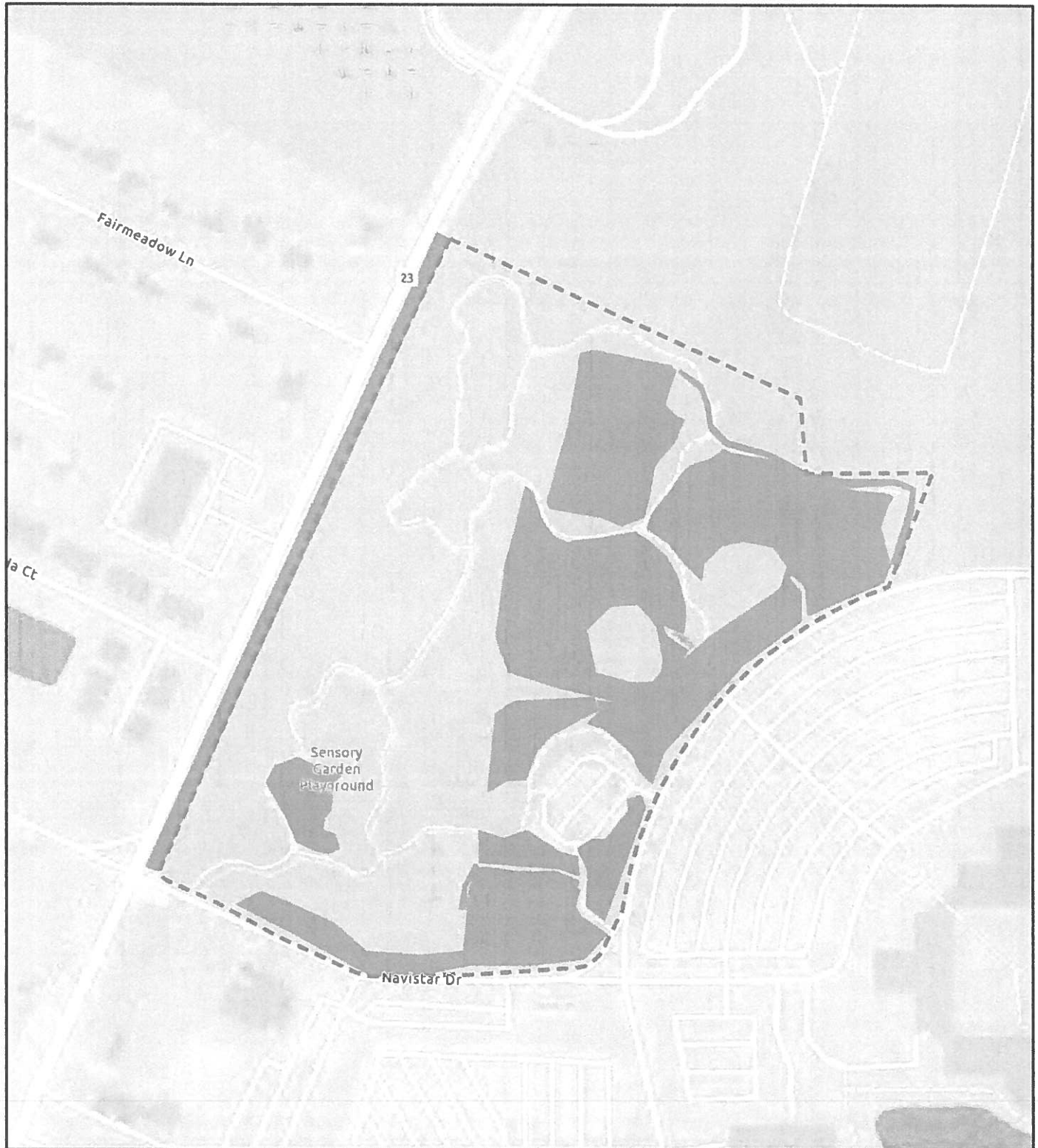
Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

 Parks - Park Boundaries

 Mowed Areas for Spraying



Spraying Areas - Danada South/Sens. Garden - 14.2 acres

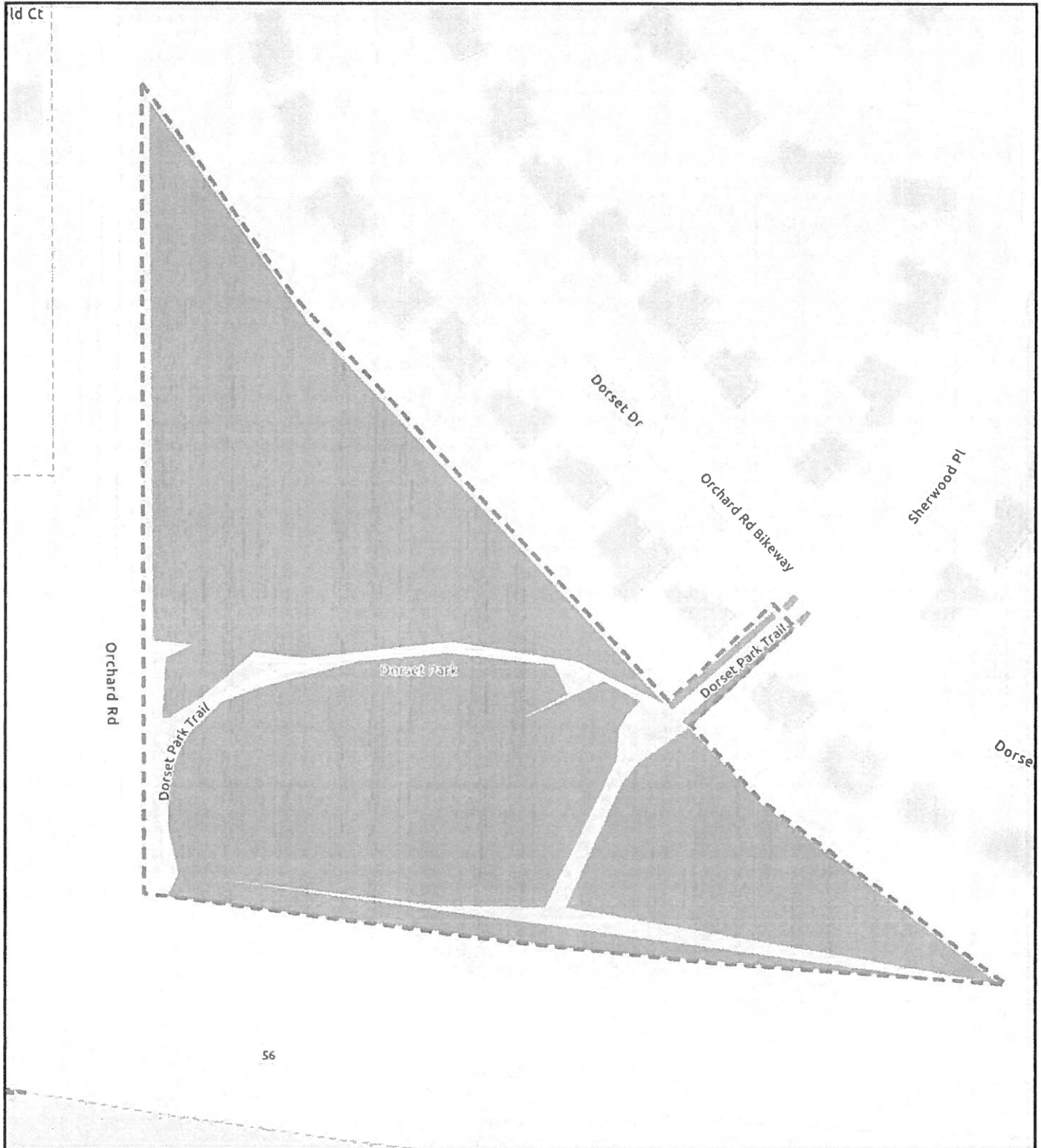


Esri Community Maps Contributors, City of Naperville, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Dorset Park - 5.4 acres



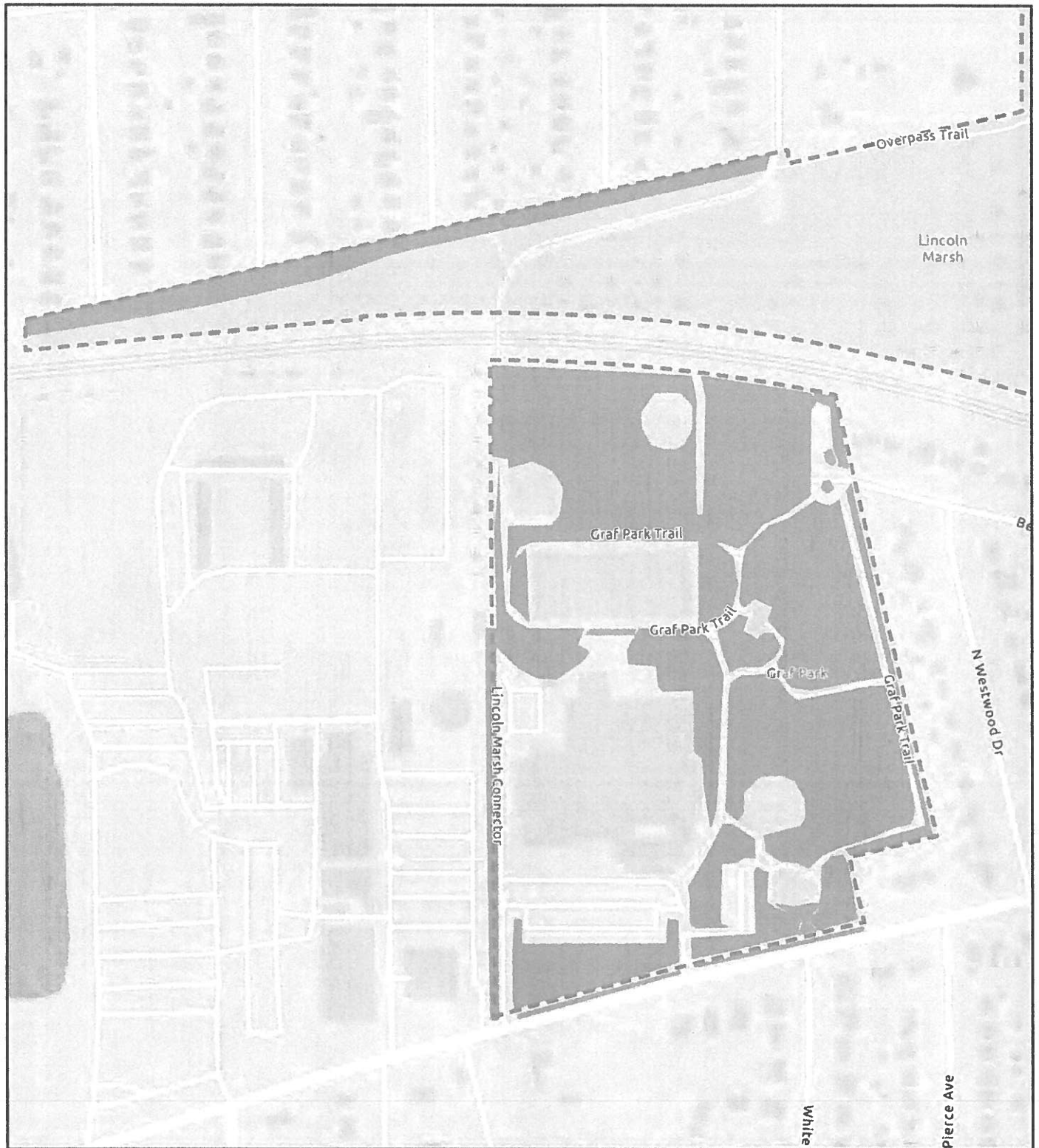
Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

0 62.5 125 250 375 500 Feet

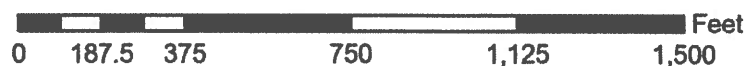


Spraying Areas - Graf Park - 17.2 acres

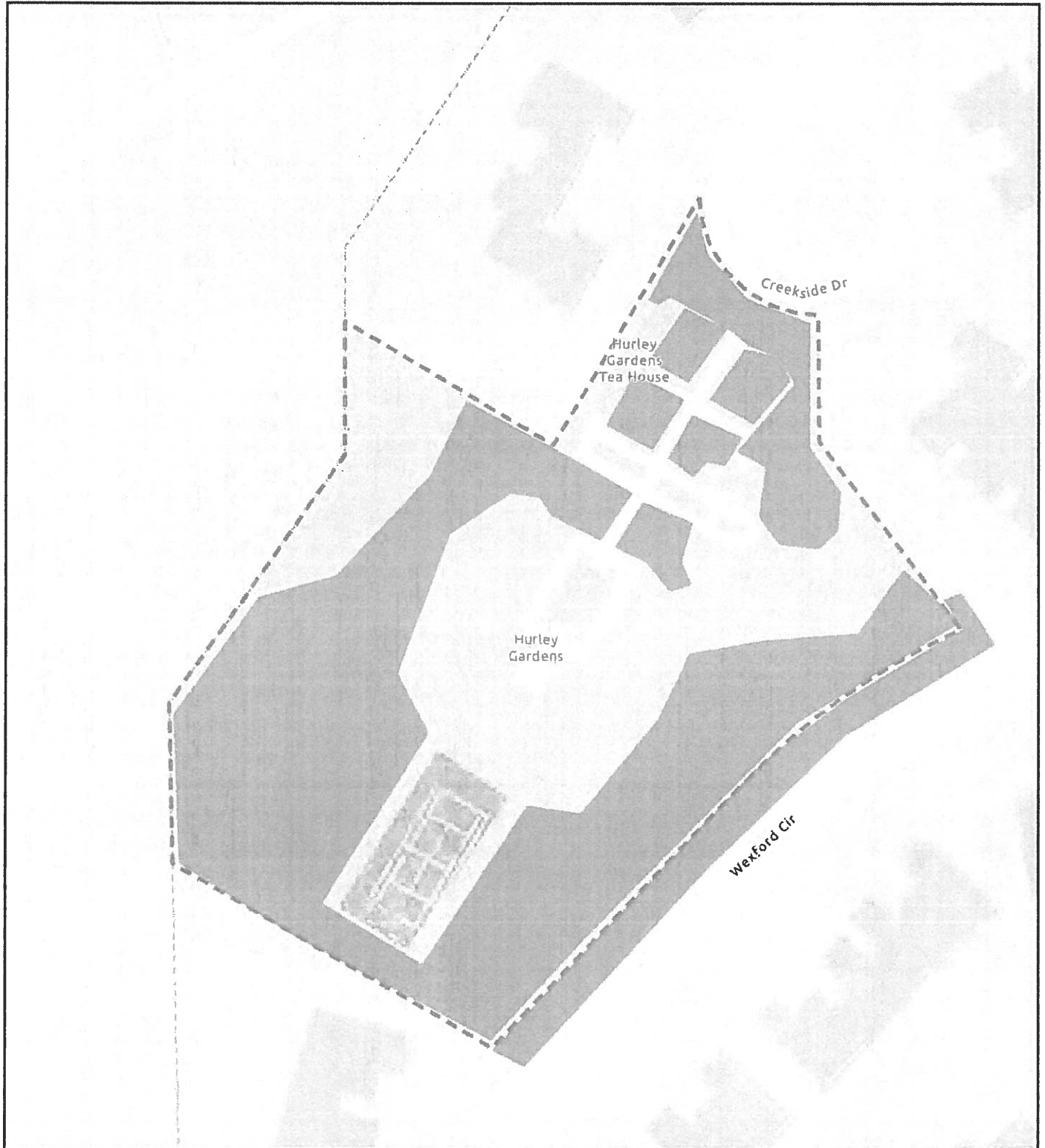


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

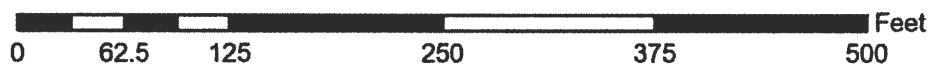


Spraying Areas - Hurley Gardens - 1.7 acres

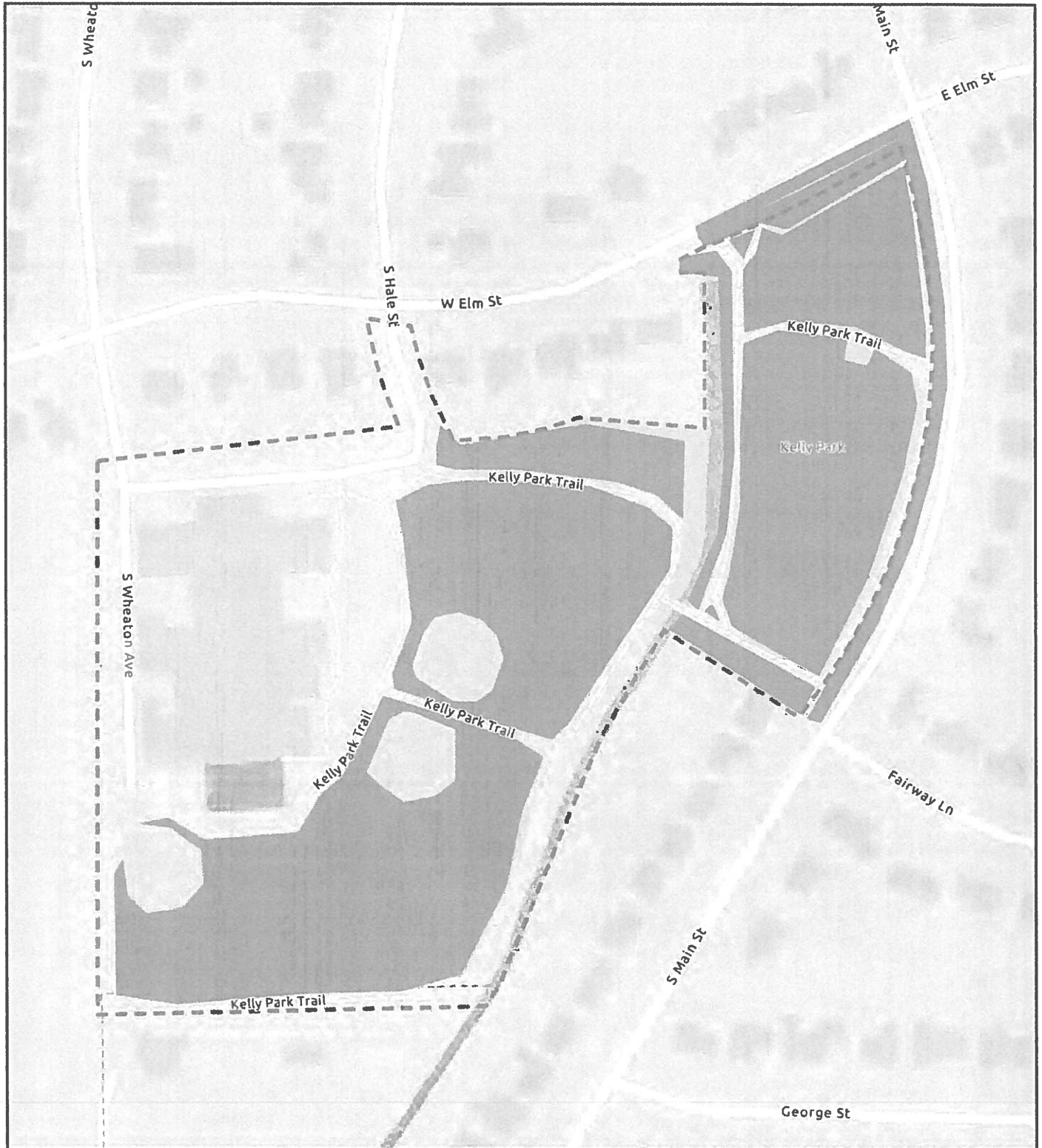


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Kelly Park - 10.8 acres

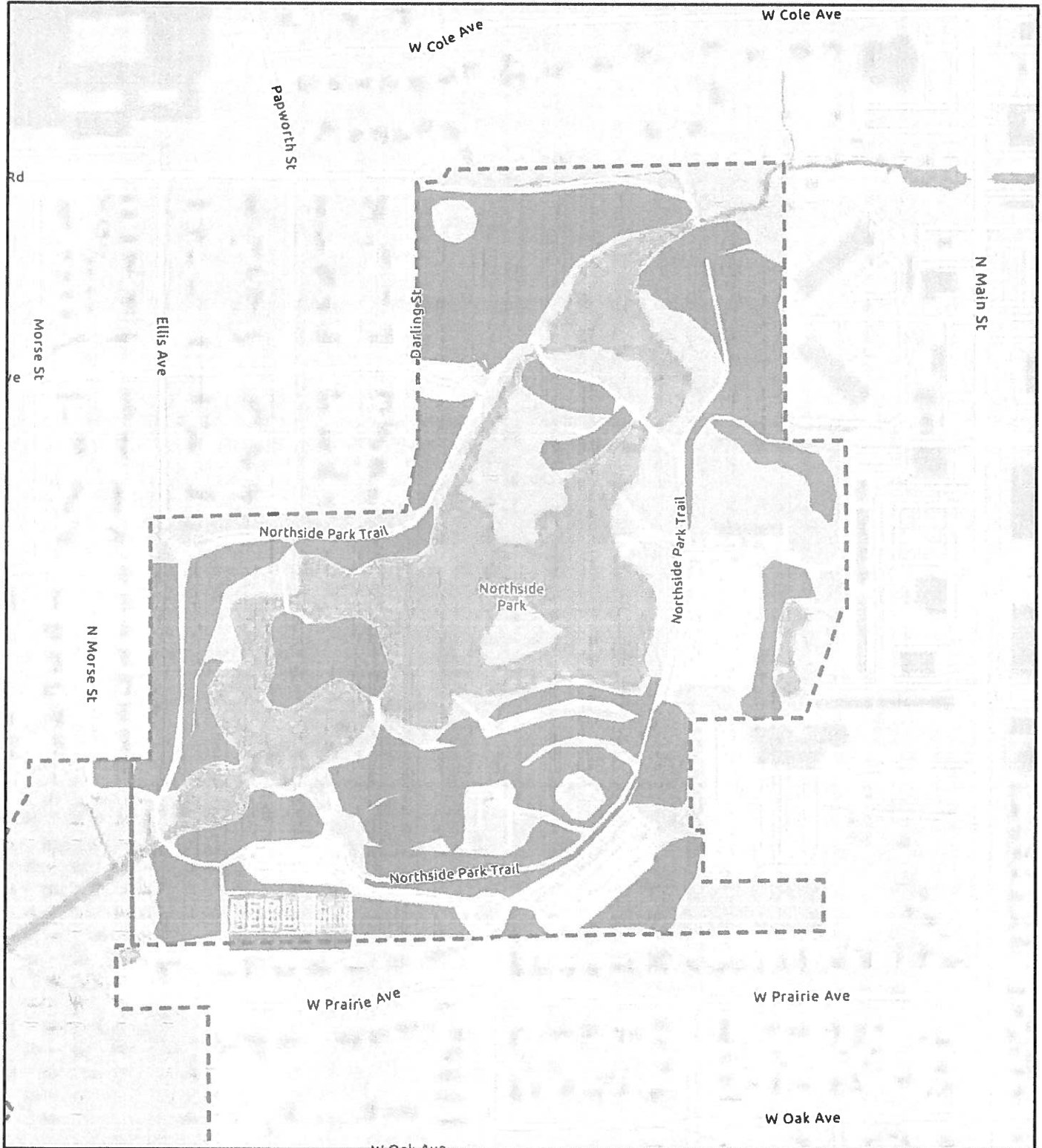


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



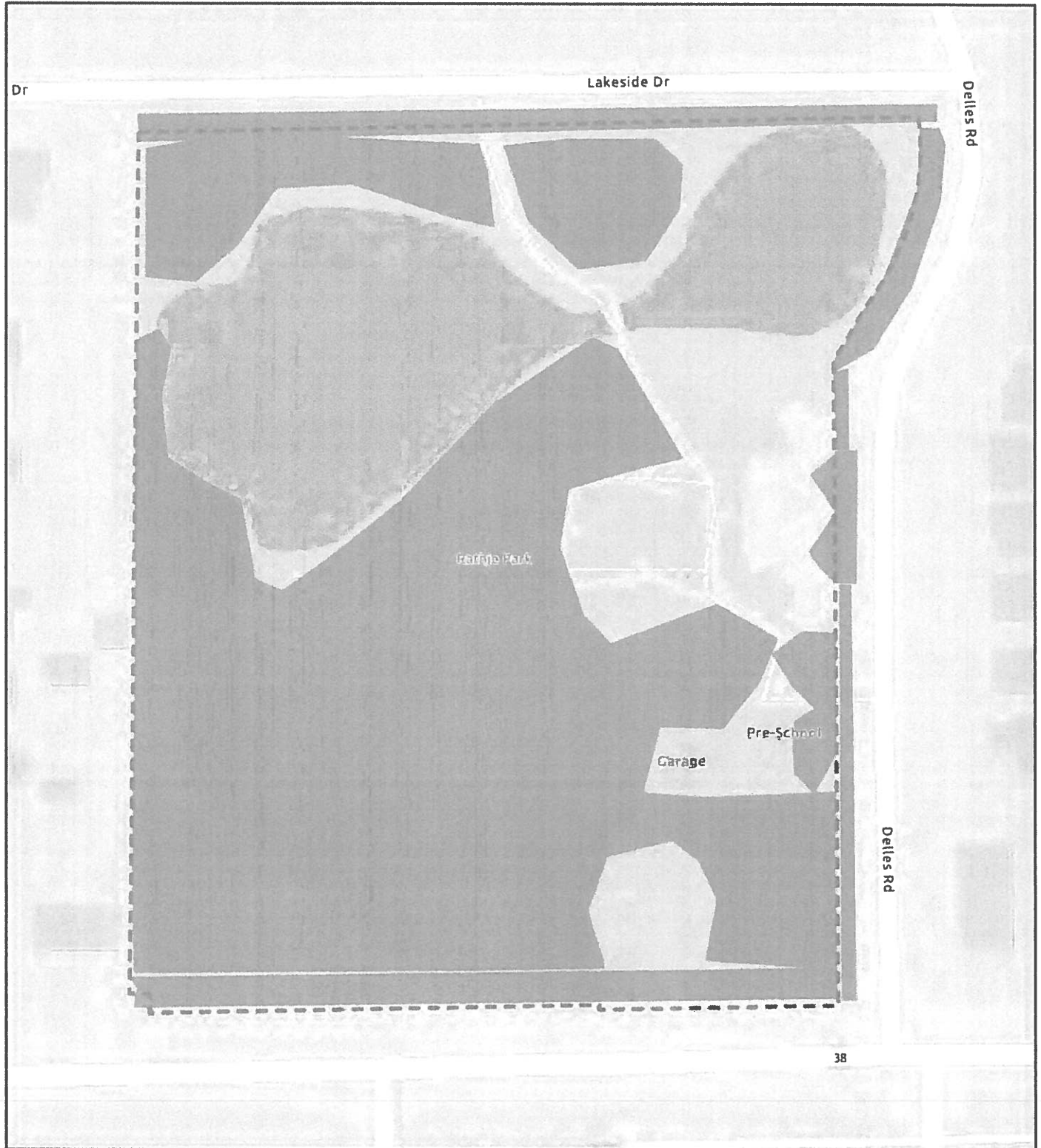
Spraying Areas - Northside Park - 19.3 acres



-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Rathje Park - 4.2 acres

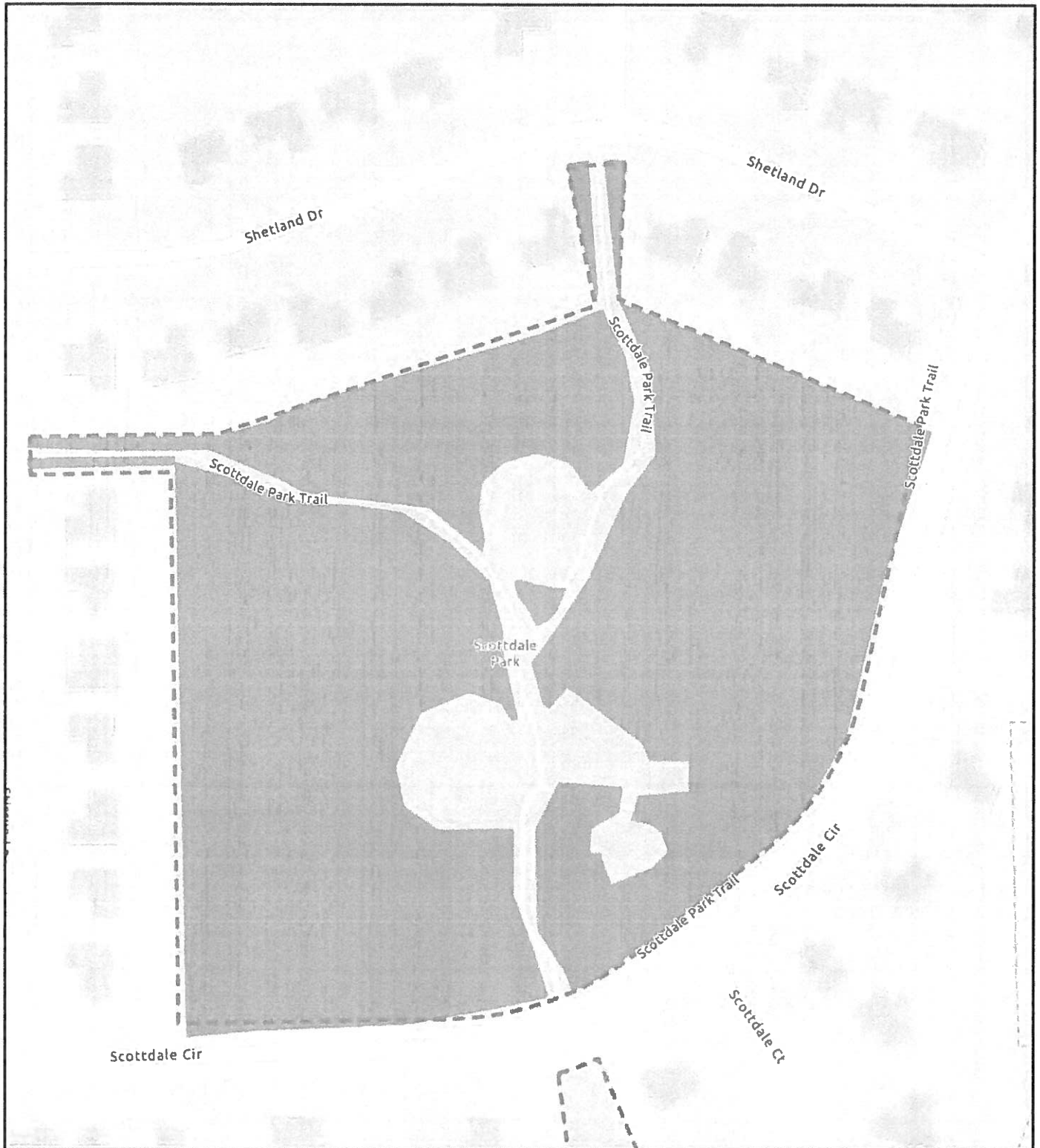


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



Spraying Areas - Scottdale Park - 6.6 acres



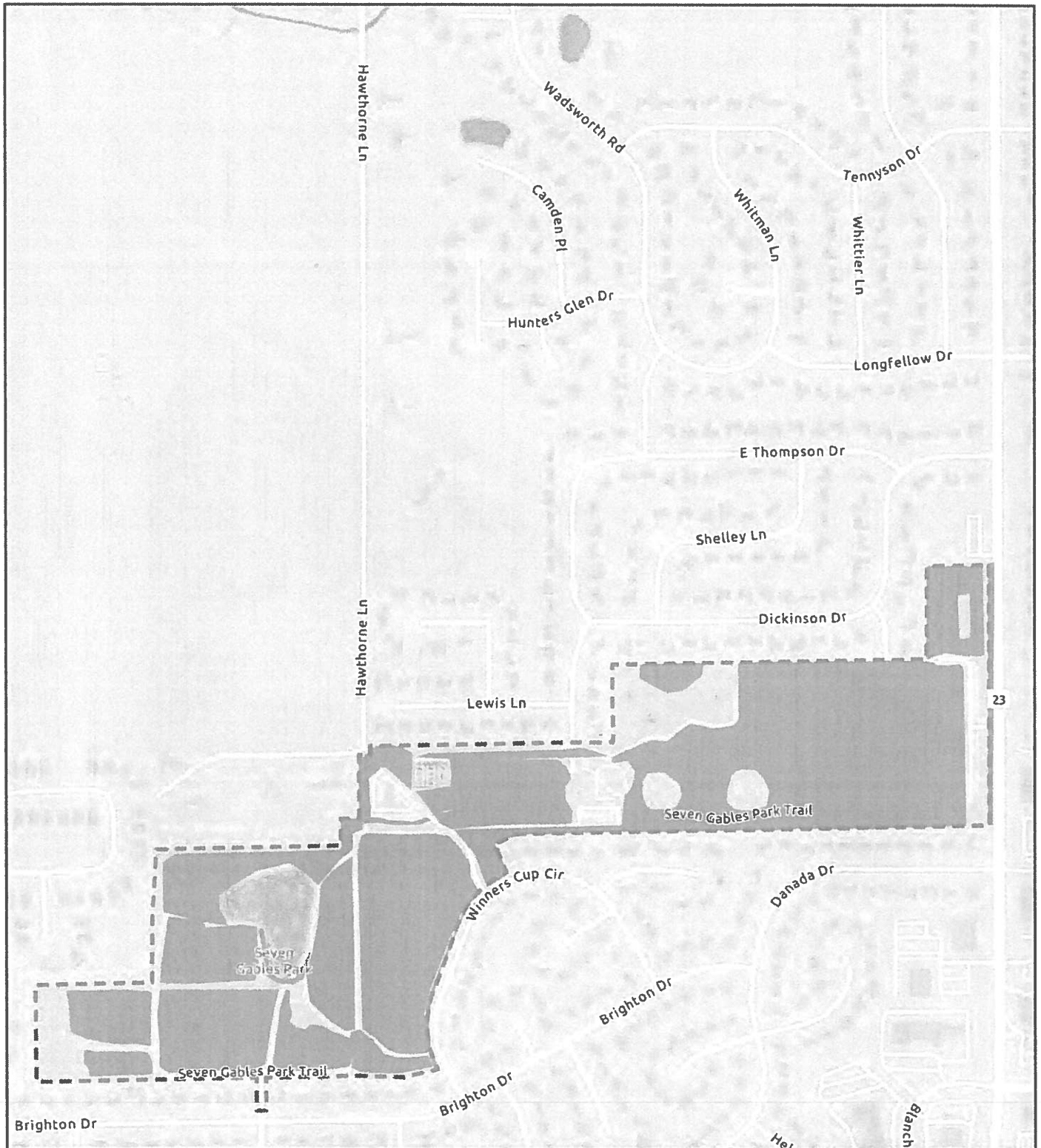
Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METVNASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying

0 62.5 125 250 375 500 Feet



Spraying Areas - Seven Gables Park - 55 acres

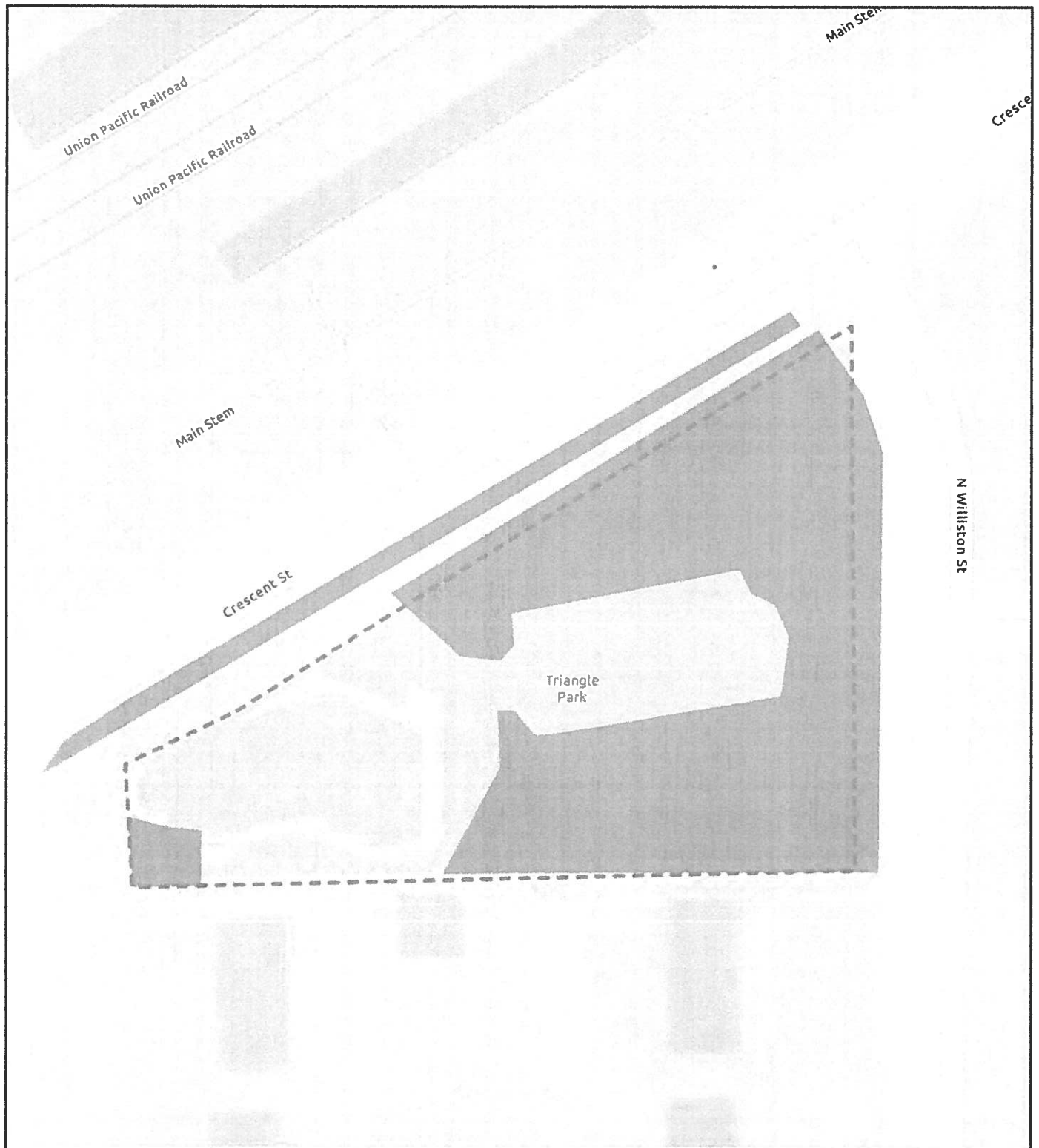


Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- Parks - Park Boundaries
- Mowed Areas for Spraying



Spraying Areas - Triangle Park - 0.6 acres



Esri Community Maps Contributors, City of Wheaton, Wheaton Park District, County of DuPage, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METVNASA, USGS, EPA, NPS, US Census Bureau, USDA

-  Parks - Park Boundaries
-  Mowed Areas for Spraying



WHEATON PARK DISTRICT – HERBICIDE SPRAYING SERVICES

Request for Proposal – FEBRUARY 9, 2023

Contact: Deb Seymour, Superintendent of Parks, dseymour@wheatonparks.org (630) 510-4972

SCOPE OF WORK

PROJECT: HERBICIDE SPRAYING SERVICES

PROPOSAL DUE DATE: FEBRUARY 28, 2023 before 3 p.m. (Proposals can either be e-mailed to the e-mail address above or dropped off at: Wheaton Park District – Parks Services Center, 1000 Manchester Road, Wheaton, Illinois, 60187, Attn: Deb Seymour/Herbicide Spraying Services Proposal).

STARTING DATE: Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the signed contract and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

SERVICE PERIOD: One Application between **October 1, 2023** through **October 31, 2023**
One Application between **October 1, 2024** through **October 31, 2024**
One Application between **October 1, 2025** through **October 31, 2025**

The contractor is to provide the following spraying services:

(Low Odor) Herbicide Control Spray Application - Annual site visit (1 visit per park) to control weed growth with spray herbicide applications. Needs to control broadleaf weeds including clover. **“Contractor Must NOT use 2, 4-D Product”**. In addition, all “PARKWAYS” adjacent to Park District property require spraying as indicated on attached maps.

Contractor is required to give District 24-48 hours notice before work begins. Work hours are Monday-Friday 7 a.m. to 4 p.m. unless where noted on the table below*.

A detailed report shall also be created for each visit and provided to: Deb Seymour, Superintendent of Parks 630-510-4972 dseymour@wheatonparks.org.

This project is not subject to prevailing wage rates.

The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.

Herbicide Spraying (Approximate Acreage Table)

Work is to be performed at the parks indicated below: *(see attached **2023 Herbicide Spraying Aerial Maps**)*

<u>Parks to be Sprayed</u>	<u>Approximate Acres for Herbicide Spraying</u>
Atten Park - 1720 South Wiesbrook Road, Wheaton (add'l access from Shaffner Road)	23.2
Briar Knoll Park - 500 Tennyson Drive, Wheaton (add'l access from Longfellow Drive)	5.4

Briar Patch Park - 1700 / 1750 Briarcliff Blvd., Wheaton <i>*Work must be completed before 8 a.m. or after 3:30 p.m.</i>	15
Brighton Park - 1297 Brighton Drive, Wheaton	4.3
CAC Central Athletic Complex & Rotary Park – 500 South Naperville Road & 600 South Main Street, Wheaton	15.5
Clocktower Commons - 100 North Naperville Road, Wheaton	0.6
Cosley Zoo - 1356 North Gary Avenue, Wheaton <i>*Work must be completed before 9:30 a.m.</i>	1.2
Community Center & Rice Pool - 1777 South Blanchard Road, Wheaton	2.4
Danada South/Sensory Garden - 2650 Navistar Circle, Lisle	14.2
Dorset Park - 2068 Dorset Drive, Wheaton (Butterfield & Orchard Roads)	5.4
Graf Park (Monroe School) - 1855 Manchester Road & access from Harrison Ave. to Pleasant Hill Rd. Wheaton <i>*Work must be completed before 8 a.m. or after 3:30 p.m.</i>	17.2
Hurley Gardens – 1003 Creekside Drive, Wheaton - west of Adare Drive (additional access from Wexford Circle)	1.7
Kelly Park (Edison School) - 1100 South Main Street & 1125 South Wheaton Avenue, Wheaton <i>*Work must be completed before 8 a.m. or after 3:30 p.m.</i>	10.8
Northside Park - 1300 North West Street, Wheaton (additional access from Armbrust Avenue)	19.3
Rathje Park - 616 Delles Road, Wheaton (additional access from Lakeside Drive)	4.2
Scottdale Park - 1855 Scottdale Circle, Wheaton	6.6
Seven Gables Park - 1750 Naperville Road, Wheaton (additional access from Winner's Cup Circle)	55
Triangle Park - 1100 Crescent Street, Wheaton	0.6
Approximate Total Spray Acreage for all Parks Combined	202.6

PERFORMANCE SPECIFICATIONS

1. Statement of Qualifications for Prescribed Herbicide Spray Application

The successful Contractor must have qualifications to conduct herbicide spray application, including a prescribed foreman with a minimum experience level of 10 herbicide spray applications. The herbicide application leader shall have met the requirements of Illinois Law and Illinois Department of Agriculture. Contractors shall submit with their proposal, the herbicide spray application leader's certification and licensing number and date of issue, showing said compliance.

2. Quality Control

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the Park District, the successful Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability that it has assumed under this contract, and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the proposal, in addition to any other certifications required in these Proposal Documents, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of five (5) projects of similar nature and scope to the work being proposed and the type of work completed is similar to that being proposed.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the Work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences that Contractor has adequate financial resources to complete the Work being proposed, as well as all other work the Contractor is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The successful Contractor shall be certified and licensed by the Illinois Department of Agriculture to apply herbicides approved for use in the State of Illinois.

IMPORTANT: Failure to comply with the "Safe Use of Equipment" section can result in immediate termination of the Contract.

- A. **SAFE USE OF EQUIPMENT:** The Contractor will use/operate all equipment in a safe manner. All guards and shields will be kept in place to ensure the safety of workers and the public. When spraying in the presence of Park Users, the Contractor's employees shall either spray an area of the site that will not affect the user's activities, or when possible, request the users to suspend their activity temporarily so that the workers may finish. The Contractor will always remove the keys from all equipment and vehicles while they are not in use and never leave equipment running while unattended.
- B. **EQUIPMENT CONDITIONS:** All over-the-road vehicles or equipment shall be identified by the contractor's name for purpose of identification. 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. The Wheaton Park District reserves the right to inspect the equipment that will be used prior to award of contract.

- C. **FUELING AND OILING:** Equipment will be fueled and or oiled on hard surface areas only. The Contractor will immediately clean up hazardous material spills. It is the Contractor's responsibility to repair turf areas damaged by improper fueling or oiling of equipment.
- D. **PUBLIC CONTACT:** The Contractor and his representatives may be contacted in some manner by residents/users of the park. The employee(s) shall be instructed to politely inform the citizens to direct their comments and/or questions to the Wheaton Park District office at 1000 Manchester Road or call 630-510-4972.
- E. **SUPERVISION:** The Contractor shall provide a supervisor for all spraying crews and will be on site when the parks are being sprayed. Failure to provide a qualified supervisor will be considered a default of the Contract unless the Owner is given prior notice.
- F. **EMPLOYEE IDENTIFICATION:** All spraying staff must wear their own company logo wear that will identify them as employees. All employees must also wear photo identification badges while on Park District premises.
- G. **PROBLEMS/COMPLAINTS:** The Contractor shall meet with the Superintendent of Parks initially prior to work commencing to discuss schedules problems, needs, and mutual areas of concern. A formalized system of communication between the Contractor and the Owner shall be determined by both parties once the contract has been awarded. The Contractor shall provide the Owner with emergency phone numbers for problems which shall be available 24 hours a day, seven days a week.
- H. **PENALTIES:** If the Contractor does not complete the tasks outlined in this document in a timely and sufficient manner the Park District reserves the right to hold back payment until the work is completed in a satisfactory manner. If the Contractor does not complete the task in a timely manner the Park District reserves the right to complete the task and the cost will be deducted from the monthly bill. If problems are persistent and/or cause a disruption in park operation, the Owner reserves the right to immediately cancel the Contract. The Contractor shall be responsible for any additional costs incurred by the Owner in performing the remainder of the Contract.
- I. **FEE ASSESSMENT**
Contractor fees should represent the cost of services scheduled and also include total labor, all equipment/materials for spraying services as outlined above, payroll and payroll taxes, all insurance and supervision.

EVALUATION CRITERIA

The District will evaluate proposals in response to this Request for Quotation and will award the contract to the lowest qualified Contractor whose submittal best conforms to the solicitation and will be the most advantageous to the Owner.

SUPERVISION OF EMPLOYEES

The successful Contractor shall provide adequate competent supervision at all times during the performance of the contract. The Contractor shall designate a contact person and submit the information to the Owner prior to beginning work.

REMOVAL OF EMPLOYEES

The Owner may request the Contractor to immediately remove from assignment to the Owner's contract any employee found unfit to perform their duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling or fighting.
3. Theft, vandalism immoral conduct or any other criminal action.
4. Selling, consuming, possession or being under the influence of intoxicants, including alcohol or illegal substances.

PERMITS

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

SUPPLEMENTARY CONDITIONS

The following provisions supplement the terms and conditions of the Agreement:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This

insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers,

officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Pollution Legal Liability Insurance

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The **Contractor Pollution Legal Liability** and/or **Asbestos Legal Liability** and/or **Errors and Omissions** (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

6. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) arises from in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type).

BASE PROPOSAL FOR HERBICIDE SPRAYING SERVICES

Parks for Spraying	Approx. Acres for Spraying	2023	2024	2025
Atten Park	23.2	\$ 2130	\$ 2130	\$ 2236.50
Briar Knoll Park	5.4	\$ 1290	\$ 1290	\$ 1354.50
Briar Patch Park	15	\$ 530	\$ 530	\$ 556.50
Brighton Park	4.3	\$ 430	\$ 430	\$ 451.50
CAC Central Athletic Complex and Rotary Park	15.5	\$ 1160	\$ 1160	\$ 1218
Clocktower Commons	0.6	\$ 79	\$ 79	\$ 82.95
Cosley Zoo	1.2	\$ 100	\$ 100	\$ 105
Community Center and Rice Pool	2.4	\$ 230	\$ 230	\$ 241.50
Danada South/Sensory Garden	14.2	\$ 1340	\$ 1340	\$ 1407
Dorset Park	5.4	\$ 530	\$ 530	\$ 556.50
Graf Park	17.2	\$ 1420	\$ 1420	\$ 1491
Hurley Gardens	1.7	\$ 160	\$ 160	\$ 168
Kelly Park	10.8	\$ 950	\$ 950	\$ 997.50
Northside Park	19.3	\$ 1930	\$ 1930	\$ 2026.50
Rathje Park	4.2	\$ 380	\$ 380	\$ 399
Scottdale Park	6.6	\$ 612	\$ 612	\$ 642.60
Seven Gables Park	55	\$ 4675	\$ 4675	\$ 4908.75
Triangle Park	0.6	\$ 89	\$ 89	\$ 93.45
	Approx. 202.6 Acres Total	2023 Total Amount	2024 Total Amount	2025 Total Amount
		\$ 18,035	\$18,035	\$ 18,936.75

COMPANY NAME:

TruGreen Limited Partnership

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

Addendums – Received and Acknowledged

Addendum No. <u>1</u>	Dated: <u>2/28/2023</u>
Addendum No. <u>2</u>	Dated: <u>2/28/2023</u>
Addendum No. <u>3</u>	Dated: <u>2/28/2023</u>
Addendum No. <u>4</u>	Dated: <u>2/28/2023</u>

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

COMPANY NAME:	TruGreen Limited Partnership				
CONTACT NAME:	Jack Gerdevich				
TITLE:	Sr Business Development Representative				
ADDRESS:	1075 Carolina Dr				
CITY, STATE and ZIP:	West Chicago, IL 60185	FAX NUMBER:	630-231-8861		
PHONE NUMBER:	630-231-8770	E-MAIL:	jackgerdevich@trugreenmail.com		
CELL PHONE NUMBER:	847-652-6054				
DATED THIS	28	DAY OF	February	2023	
SIGNATURE:					

PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS FOR HERBICIDE SPRAYING SERVICES

REFERENCES

MUST SUBMIT FIVE (Within the past three 3 years)

1.	Contract Name/Address:	Bartlett Park District / 690 W Stearns Rd, Bartlett, IL	
	Date:	Spring & Fall 2022	Phone: 630-540-4817
	Owner Contact:	Dan Touzios	
	Description of Contract	Fertilization with weed control of 31 parks and athletic fields	
2.	Contract Name/Address:	Village of Itasca / 411 N Prospect Ave, Itasca, IL	
	Date:	Spring, Summer, Fall 2022	Phone: 630-228-5785
	Owner Contact:	Brian Yarbrough	
	Description of Contract	Fertilization with weed control of all Municipal properties (32 total)	
3.	Contract Name/Address:	Bensenville Park District / 999 David Dr, Bensenville, IL	
	Date:	Spring, Summer, Fall 2022	Phone: 630-766-7144
	Owner Contact:	Luis Aguinaga	
	Description of Contract	Fertilization with weed control of 10 parks	
4.	Contract Name/Address:	Downers Grove Park District / 2455 Warrenville Rd, Downers Grove	
	Date:	Fall 2022	Phone: 630-963-1230
	Owner Contact:	Ryan Pfeitter	
	Description of Contract	Fertilization with weed control of 25 parks and athletic fields	
5.	Contract Name/Address:	Elmhurst Park District / 985 S Riverside Dr, Elmhurst, IL	
	Date:	Fall 2022	Phone: 630-993-8940
	Owner Contact:	Dan Payne	
	Description of Contract	Weed control only treatments of 25 parks	

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: TruGreen Limited Partnership

Permanent main office address: See attached TruGreen Limited Partnership Corporate Experience Document – Addendum 3 Local Branch: 1075 Carolina Drive, West Chicago, IL

When organized: See attached TruGreen Limited Partnership Corporate Experience Document

If a corporation, where incorporated: Yes, Corporate Headquarters: 1790 Kirby Parkway, Suite 300, Memphis, TN

How many years you have been engaged in business? 49 years

General scope of work or products supplies: Nations largest and most comprehensive provider of lawn and landscape services. TruGreen currently operates over 250 company owned branches in US and 10 in Canada

Have you ever failed to complete any work awarded to you? No

If so, where, and why:

Have you ever defaulted on a contract? No

Credit available: **See attached – Addendum 2** (TruGreen Limited Partnership Corporate Experience Document)

\$

Give Bank reference: **See Attached – Addendum 2**

Bank Address: See Attached – Addendum 2

Bank Phone #: See attached – Addendum 2

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? Yes, upon request and signing of an NDA

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at BARTLETT this 27th day of FEBRUARY, 20 23

TruGreen Limited Partnership
Name of Contractor

By Jack Gerdevich
Jack Gerdevich
Title Sr. Business Development Rep

State of Illinois

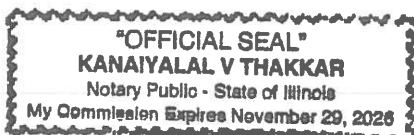
SS.

County of DuPage

JACK GERDEVICH being duly sworn deposes and says that
he she is SR. BUSINESS REP of TRUGREEN LIMITED PARTNERSHIP
Title Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 27th day of February, 20 23



Kanaiyalal V Thakkar
Notary Public

My commission expires 11-29, 20 26

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR HERBICIDE SPRAYING SERVICES**

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Wheaton Park District that [Contractor]/Subcontractor must complete either Part A or Part B below]:

A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. [Contractor]/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

TRUGREEN LIMITED PARTNERSHIP

Name of Contractor/Subcontractor (print or type)

Jack Gendevich / SR BUSINESS DEVELOPMENT REP

Name and Title of Authorized Representative (print or type)

Jack Gendevich

Signature of Authorized Representative

Dated: 2/28/2023

B. The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative



EXCEPTIONS TO BID
For
Wheaton Park District
Herbicide Spraying Services

TruGreen's quote is expressly contingent upon a clarification and agreement between Wheaton Park District and TruGreen Limited Partnership concerning Section F. Indemnification of the bid documents. Specifically, TruGreen would request the provision be clarified as follows:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) arises from in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, ~~regardless of whether or not it is caused in part by a party indemnified hereunder.~~ Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. Contractor's obligations under this section shall survive expiration or termination of the Contract.

TRUGREEN LIMITED PARTNERSHIP

BY: Jack Schubert

TITLE: BUSINESS DEVELOPMENT REP

2



TruGreen Limited Partnership and Subsidiaries

In accordance with The TruGreen Limited Partnership's Commitment Authority Policy, employees are not to apply for any revolving credit accounts in the TruGreen name or in the name of any of its subsidiaries. Credit cards or revolving credit accounts, which imply a contract for TruGreen or a subsidiary to pay balances due, may not be opened unless authorized by TruGreen's CFO or VP-Finance. Additionally, employees are not authorized to grant liens on assets of the Company. However, the Commitment Authority Policy does allow for the purchase of goods and services in the ordinary course of business, i.e. the establishment of trade credit, so long as purchases are paid for in full upon receipt of an invoice.

As such, in order to comply with the above policy and to avoid improper commitments of the Company or of one's self personally, it is recommended that vendor credit applications not be completed. Rather, it is recommended that this sheet be given to a vendor who seeks to evaluate the credit worthiness of The TruGreen Limited Partnership. If additional information is requested, please contact the Accounts Payable department at apquestions@trugreenmail.com or Treasury Department at 901-325-3661.

Related Companies:	<u>Entity</u>	<u>Duns #</u>	<u>Tax ID #</u>
	Clayton, Dubilier & Rice	N/A	N/A
	TruGreen Limited Partnership	62-268-1351	36-3734669
Address:	1790 Kirby Parkway Suite 300 Memphis, TN 38138		
Officers:	John K. Cowles, President Benjamin Dunham, Executive VP & CFO Derek R. Graham, VP - Finance & Treasurer Kevin E. Mann, SVP & Chief Legal Officer		
Type of Business:	Lawn Care		
Trade References:	Inquiries to the following:		
	HH Associates US, Inc. Attn: Taline Navarro 600 W. Chicago Ave Suite 850 Chicago, IL 60610 Taline.Navarro@hhglobal.com Fax: 312-676-5784	ARI Fleet Attn: Frank Clement 4001 Leadenhall Mount Laurel, NJ 08054 Frank.Clement@holman.com Phone: 856-778-1500	Unifirst Corporation Attn: Alfred A Barbato 68 Jonspin Road Wilmington, MA 01887 Alfred_Barbato@unifirst.com Fax: 978-658-3277
Bank Reference:	Inquiries to:		
	Matthew Kolarik Vice President Corporate Client Banking J.P. Morgan Chicago, IL O: 312 325 6875 C: 920 217 7227 matthew.a.kolarik@jpmorgan.com jpmorgan.com		
Years in Business:	Since 10/31/1990		

Rev 01/27/2023



TruGreen Limited Partnership Corporate Experience

TruGreen was formed and began doing business in 1974 in Troy, Michigan. In 1990 The ServiceMaster Company purchased TruGreen and created TruGreen Limited Partnership which continued to operate as a subsidiary of ServiceMaster until January 14, 2014, when TruGreen separated from ServiceMaster and began operating again as a stand-alone company. Prior to the divestiture by ServiceMaster, all ServiceMaster stock and ownership interest was purchased by Clayton, Dublier & Rice (CD&R), a private equity firm based in New York. CD&R continues to own TruGreen's parent company, TruGreen Holding Company.

In April of 2016, TruGreen Holding Corporation, entered into a merger agreement with Scotts Miracle Gro, which resulted in the acquisition of EG Systems, Inc. dba Scotts Lawn Service in exchange for a minority interest in TruGreen. In 2019 TruGreen and Scotts Miracle Gro entered into an agreement whereby TruGreen reacquired all of Scott's minority interest in TruGreen. Today, TruGreen remains a Delaware limited partnership consisting of two partners: Outdoor Home Services GP LLC, the managing general partner and owner of 1% interest in the partnership, and Outdoor Home Services Midco LLC, the limited partner, owning 99% interest. TruGreen's principal place of business is its company headquarters located at 1790 Kirby Parkway, Suite 300, Memphis, TN 38138.

With 45 years in the business, TruGreen is the nation's largest and most comprehensive provider of lawn and landscape services. TruGreen currently operates over 250 company-owned branches in the U.S. and 10 in Canada.

Field experience at TruGreen begins with the general manager at each of our branch locations. These managers bring years of green industry experience to their role of providing an outstanding service experience to our residential and commercial customers. Service managers in each location are responsible for day-to-day operations at TruGreen branches as well as ensuring customer satisfaction with our services.

Commercial properties are managed by dedicated local business development representative(s) in each branch along with service professionals known as specialists. Knowledgeable in the maintenance of quality lawns and landscapes, these Lawn and Tree & Shrub specialists are the front line face of TruGreen to our customers. As with all associates at TruGreen, our specialists are subject to mandatory background checks and drug screening as a condition of employment. Commercial property work is typically reserved for the more experienced specialists in our branches to help ensure the best customer experience possible for this important market segment.



4

Section: Employment Practices – HR.100	
Title: Substance Abuse & Drug-Free Workplace Policy	Policy #: HR.107
Effective Date:	Revision Date:
Responsible Office: Human Resources – Compliance	

PURPOSE

Pursuant to the Federal Drug-Free Workplace Act of 1988 and in the interest of promoting health and safety and preventing liability, this policy establishes TruGreen's expectations for all associates to maintain a drug-free workplace and outlines the means for addressing any violation of those expectations.

It is TruGreen's intent to comply with all federal, state and local laws governing drug/alcohol testing and safeguard associate privacy to the fullest extent possible. Nothing in this policy is intended, or should be construed, to conflict with or supersede Department of Transportation (DOT) fleet policies affecting regulated drivers.

SCOPE

This policy applies to any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to, CEO, executive management, managers/supervisors, full-time workers, part-time workers, off-site workers, volunteers, interns and applicants.

POLICY

TruGreen intends to provide a safe, healthy and productive work environment for all associates. The company recognizes that the illegal, unauthorized and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants. The illegal or unauthorized use of prescription drugs is also prohibited. It is a violation of TruGreen's drug-free workplace policy to intentionally misuse and/or abuse prescription medications.



Prescription and over-the-counter drugs, when taken as prescribed, are not prohibited. Any worker taking prescribed or over-the-counter medications should consult with the prescribing healthcare provider and/or pharmacist to determine if the drug may interfere with safe performance on the job. If the use of a drug is determined to interfere with the ability to perform the essential functions of the job, or has an effect on the safety of the worker or workplace, it is the worker's responsibility to take the appropriate interventions to avoid unsafe workplace practices. This includes taking appropriate work leave or seeking alternatives to the use of the prescribed drug.

A worker reporting to work visibly impaired will be deemed unable to properly perform the essential duties of the job and will not be allowed to work until further evaluated. If, in the opinion of the supervisor, the worker is considered impaired, the worker should be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, and accompanied by the supervisor, if necessary. An impaired worker should not be allowed to drive.

Medical Marijuana

The possession, distribution and/or use of marijuana and marijuana products, including for medical purposes, is prohibited under federal law. TruGreen understands that some associates may consider using medical marijuana to treat their own injuries or illnesses and will accommodate associates who do so in accordance with a state marijuana program to the extent required by law. In all cases, TruGreen prohibits associates from using, possessing or being impaired by marijuana or marijuana products while at work or during work time, which includes meal and break periods. Associates should note that all states prohibit the operation of a motor vehicle while the driver is impaired by or under the influence of marijuana. Associates who test positive for marijuana following an accident or when there is reasonable suspicion of impairment will be subject to discipline even if the associate uses marijuana for medical purposes. As such, TruGreen encourages associates to discuss with their providers alternative treatments to the use of medical marijuana. If an associate has questions about medical marijuana and wish to know if TruGreen will accommodate such use, please reach out to your Human Resources representative.

Notification of Convictions

Any worker who is convicted of a criminal drug violation in the workplace must notify the organization in writing within 5 calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified within 10 days after receiving notice that a covered associate has been convicted of a criminal drug violation in the workplace.



Inspections

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of associate pockets and clothing, bags, purses or lunch pails, desks and work stations, cabinets, lockers, storage areas, company vehicles and personal vehicles used in company business, and other company property for the purpose of determining if this or another TruGreen policy has been violated.

Such inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the associate.

Evidence obtained by the company of the unlawful use, possession, manufacture, distribution, dispensation, sale or transfer of drugs or controlled substances will be turned over to law enforcement authorities, if appropriate within the sole discretion of the company.

PROCEDURE

Drug and Alcohol Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to United States Department of Health and Human Services for Workplace Drug and Alcohol testing guidelines where applicable and will include a screening test, a confirmation test when positive; review by a Medical Review Officer, including the opportunity for workers who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

Upon request of the tested associate or applicant the collection agent shall provide to the tested associate or applicant the name and address of the laboratory that will test the sample.

Reasons for Testing

Testing will take place in the following situations: pre-placement, DOT positions, post-accident, reasonable suspicion.

- **Post-offer, Pre-placement Testing:** Generally, all candidates to whom a conditional offer of employment has been made will be tested within 48 hours after an offer of employment has been extended. Refusal to submit to testing disqualifies the applicant from being hired. TruGreen reserves the right to screen for any drug at the company's discretion. If an applicant is not hired within sixty (60) days of completing post-offer/pre-employment tests, the applicant will have to successfully pass all post-offer/pre-employment tests again. An improper test result renders an applicant ineligible for employment for one (1) year from the date results are received.



- **DOT Covered Positions:** Associates whose job duties require driving vehicles covered by the Department of Transportation ("DOT") regulations will be subject to those regulations regarding alcohol misuse and drug use prevention and testing. Covered associates will be provided with a copy of TruGreen's Substance Abuse & Drug-Free Workplace Policy at the time of hire or when the policy becomes applicable to them.
 - In accordance with relevant federal, state or local laws, a regulated driver may be directed to submit to drug and/or alcohol testing: (1) before commencing regulated work (2) when there is reasonable suspicion that an associate is intoxicated or under the influence of drugs or alcohol or has used drugs or alcohol on company premises or during working time; (3) when the associate is involved in an accident that involved a death, or an accident that involves serious injury or property damage and the associate is issued a citation in connection with the incident; or (4) on an unannounced random basis; (5) on a return-to-work basis, following a violation of DOT drug and alcohol rules; and (6) follow-up testing, as may be prescribed for that individual by a substance abuse professional.
 - Drivers should be aware that they must comply with both this policy and the DOT rules, and may be tested under either policy as circumstances may dictate.
- **Post-accident:** An associate will be directed to submit to a drug test within twenty-four (24) hours and/or alcohol test within two (2) hours of the accident when the associate is involved in any collision, regardless of fault, preventability, or location, which occurs in a company owned, leased, or rented vehicle, or in a personal vehicle being used for company business, and the associate's acts, or failure to act, cannot be discounted as a contributing factor in the incident. Refusal to cooperate fully in drug and/or alcohol testing procedures will constitute insubordination and will not be tolerated.
- **Reasonable Suspicion Testing:** Drug tests will be conducted following any observed behavior creating "reasonable suspicion", such as: Direct observation of the use of drugs or alcohol or the behavior consistent with being under the influence of a drug, substance, or alcohol; abnormal behavior while at work or a significant deterioration in performance; a report of drug use, provided by a reliable and credible source.; evidence that an individual has tampered with a drug test; evidence that an employee has used, possessed, sold, or solicited drugs while working or while on company premises or in a company vehicle. Human Resources approval is required before sending associates to be tested for reasonable suspicion (See Appendix A).
- **Follow-up Testing:** Random, unannounced drug testing will be required for workers who have participated in a substance abuse rehabilitation program after completion of the program.



Testing Procedures

No sample will be collected or test performed without the consent of the applicant or associate. However, a refusal to consent to a proper test will be considered insubordination, or, if the individual is an applicant, a voluntary rejection of the job offer. Tests will seek information only about the presence of drugs and/or alcohol in an individual's system and not any medical condition.

TruGreen may test for some or all of the following substances: Amphetamines, Cannabinoids (THC), Cocaine, Opiates and Opioids (codeine, heroin, morphine, oxycodone, hydrocodone, oxymorphone, hydromorphone, methadone), Phencyclidine (PCP), Barbiturates, Benzodiazepines, and Alcohol.

Testing for the presence of alcohol will be conducted by analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Medical Review

An associate or applicant with a confirmed positive/positive-dilute laboratory result will be given the opportunity to consult with the MRO. Unless otherwise provided by applicable state or local law, the following procedure will apply to this opportunity.

- The MRO will request a meeting or conference with the associate or applicant, which request may be relayed directly to the associate or applicant or, in the case of an associate, through the manager of the division or facility for which the associate is assigned or, in the case of an applicant, by directing the request to the telephone number or address provided by the applicant on the testing form.
- The meeting or conference requested must occur within a time period not to exceed two (2) days after the request (which may be oral). The associate or applicant must make every effort not to delay the meeting or consultation.
- If the associate or applicant does not take the opportunity to meet or confer with the MRO, the MRO shall make the assumption that the associate or applicant does not wish to meet or consult with the MRO and the MRO will proceed with a final determination without any information that the associate or applicant might have provided in the consultation.

Notice of Positive Test Report

After receiving a positive test report from the MRO, the vendor shall provide the associate or applicant, as the case may be, with:

- Where required by law, a copy of the laboratory test indicating the test results, and/or if requested by associate/applicant;



- A notice of the applicant or associate's right to request an independent re-test of the original test sample and/or to otherwise contest the test result;
- Where required by law or upon request, a copy of TruGreen's Substance Abuse Policy;
- Where required by law, a written notice of the company's intent to take disciplinary action, terminate employment or change the conditions of continued employment; and
- In compliance with state laws as required, a statement or copy of any applicable statute.

The foregoing material shall be delivered to the associate or applicant either in person or by mail within the required time frame.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Disciplinary Action

Associates who violate this policy may be subject to disciplinary action, up to and including termination. Such violations include, but are not limited to, a positive test for drug and/or alcohol use; interference with or refusal to submit to drug and/or alcohol testing or search procedures; possession of drugs, alcohol or drug paraphernalia; selling or distributing drugs or alcohol; tampering with samples; or being under the influence of drugs and/or alcohol while on company property.

In the case of post-offer/pre-employment testing, refusal to provide a sample or tampering with samples will be considered as an automatic fail, voluntary withdrawal of the application for employment and refusal of the employment offer. Any prospective associate who fails to complete a drug/alcohol test successfully will not be reconsidered for employment for a period of one (1) year from the date of the test failure.

Compliance with Law

In the event that any provision of this policy conflicts with any applicable local, municipal, state or federal law or regulation, the company will comply with all such laws or regulations.

Communication

Communicating our drug-free workplace policy to both supervisors and workers is critical to our success. To ensure all workers are aware of their role in supporting our drug-free workplace program:

- All workers will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new workers.



- The policy and assistance programs will be reviewed at safety meetings.
- Posters and brochures will be available at all locations.
- Worker education about the dangers of alcohol and drug use and the availability of help will be provided to all workers.
- Every supervisor will receive training to help him/her recognize and manage workers with alcohol and other drug problems.

RESPONSIBILITIES

Position or Office	Responsibilities
Employing Location	<ol style="list-style-type: none">1. Enforce standards of the Drug-Free Workplace as outlined in this policy.2. Inform associates of the drug-free workplace policy.3. Observe associate performance.4. Document negative changes and problems in performance.5. Counsel associates as to expected performance improvement.6. Refer associates to the Employee Assistance Program.7. Clearly state consequences of policy violation.
Human Resources	<ol style="list-style-type: none">1. Enforce standards of the Drug-Free Workplace as outlined in this policy.2. Review Reasonable Suspicion drug test requests with managers and determine appropriate action.
Applicant and Employee	<ol style="list-style-type: none">1. Be concerned about working in a safe environment.2. Support fellow workers in seeking help.3. Use the Employee Assistance Program.4. Report dangerous behavior to their supervisor.



Appendix A

SUBSTANCE AND ALCOHOL ABUSE OBSERVATION FORM

Date: _____ Observation Time: _____

Employee Name: _____ Employee Job Title: _____

Location #: _____ Location Name: _____

Was the associate performing a safety-sensitive duty? ____ Yes ____ No

CHECK ALL SPECIFIC AND CONCURRENT OBSERVATIONS AND DOCUMENT THE FOLLOWING:

BEHAVIOR

- ☐ Unsteady gait, stumbling
- ☐ Drowsy, lethargic, sleepy
- ☐ Agitated, restless
- ☐ Hostile, belligerent
- ☐ Irritable, moody
- ☐ Withdrawn
- ☐ Unresponsive, distracted
- ☐ Clumsy, uncoordinated
- ☐ Tremors, shakes
- ☐ Flu-like illness complaints
- ☐ Suspicious, uncooperative
- ☐ Jumpy, fidgety
- ☐ Inappropriate, uninhibited

- ☐ Frequent breath-freshener use

APPEARANCE

- ☐ Flushed complexion
- ☐ Cold, clammy sweating
- ☐ Bloodshot eyes
- ☐ Tearing, watery eyes
- ☐ Irritable, moody
- ☐ Large (dilated) pupils
- ☐ Small (constricted) pupils
- ☐ Clumsy, uncoordinated
- ☐ Unfocused, blank stare
- ☐ Disheveled clothing
- ☐ Unkempt appearance

SPEECH

- ☐ Slurred, thick
- ☐ Incoherent
- ☐ Exaggerated enunciation
- ☐ Loud, boisterous
- ☐ Rapid, pressured
- ☐ Excessively talkative
- ☐ Nonsensical, silly
- ☐ Cursing, inappropriate

BODY ODORS

- ☐ Alcohol
- ☐ Marijuana

OTHER OBSERVATIONS:

Supervisor #1 Name _____

Supervisor #1 Signature _____

Date _____

Supervisor #2 Name _____

Supervisor #2 Signature _____

Date _____

HR Approver _____

TEST DETERMINATION in partnership with Human Resources

- | | | |
|--|---|--|
| <input type="checkbox"/> DOT | <input type="checkbox"/> NON-DOT | <input type="checkbox"/> NO TEST CONDUCTED |
| <input type="checkbox"/> Reasonable Suspicion Alcohol Test | <input type="checkbox"/> 8 Hours Elapsed for Alcohol Test | |
| <input type="checkbox"/> Reasonable Suspicion Drug Test | <input type="checkbox"/> 32 Hours Elapsed for Drug Test | |
| <input type="checkbox"/> No Test Required | <input type="checkbox"/> Associate Transported for Medical Care | |
| <input type="checkbox"/> Associate Refused Test | <input type="checkbox"/> Other: _____ | |

ASSOCIATE TRANSPORTED TO COLLECTION SITE BY: _____

TIME OF TRANSPORT: _____ COLLECTION FACILITY: _____