

RESOLUTION NO. 09 -16

**RESOLUTION AUTHORIZING AGREEMENT WITH
SERVICE 1ST LAWN CARE, INC.**

WHEREAS, the Village of Morton has previously entered into an Agreement with Service 1st Lawn Care, Inc. regarding weed spraying services; and

WHEREAS, Service 1st Lawn Care, Inc. has proposed a three (3) year extension with the same terms and conditions as the original 2007 Agreement and the Village desires to extend the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the extension Agreement with Service 1st Lawn Care, Inc. in the form and substance as attached to this resolution is approved.
2. That the President and Board of Trustees is authorized to execute the extension Agreement on behalf of the Village of Morton.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this ____ day of _____, 2016; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2016.

President

ATTEST:

Village Clerk

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016, by and between the VILLAGE OF MORTON (MORTON) and SERVICE 1ST LAWN CARE, INC. (SERVICE 1ST).

WHEREAS, MORTON desires to enter into an agreement with SERVICE 1ST regarding weed spraying services.

WHEREAS, SERVICE 1ST submitted a proposal for a three (3) year extension with the same terms and conditions as the original agreement from 2007.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. **Scope of Services:** SERVICE 1ST will provide general weed spraying for MORTON, as follows:
 - A. Spraying of right-of-way means from the back of the curb to the back of the curb, and includes the pavement, the joint between the pavement and the curb, and the joint between the curb and the sidewalk (in those areas where the sidewalks are directly adjacent to the curb). Spraying shall be done in such a manner as to afford a complete kill of all vegetation present at the time of spraying.
 - B. The chemicals used for the spraying shall be Round-up Pro.
 - C. Spraying will be done upon ten (10) days notice and be completed within two (2) weeks.
 - D. In the areas defined in paragraph 1A, if the initial treatment does not kill all of the vegetation, then MORTON will so inform SERVICE 1ST, and spot treatment, at no additional cost, will be accomplished.
2. **Schedule of Prices:** MORTON shall pay SERVICE 1ST for services performed, as follows:
 - A. \$11,000.00 for each application of approximately 76 centerline miles of streets.
 - B. \$160.00 per hour for island vegetation (2-person team). This will be on a time and material basis, and only done as directed by the Village of Morton.
3. **Area:** The areas to be sprayed shall include approximately 76 centerline miles of streets in the Village of Morton (a map is available).

4. **Term:** The term of this Agreement is from the date of execution through December 31, 2019.
5. **Insurance:** Simultaneously, with the execution of this Agreement, SERVICE 1st shall provide a certificate of insurance with the terms and conditions as indicated on Exhibit A, including naming the Village of Morton as an additional insured. References in Exhibit A to Owner shall mean MORTON, and references to Contractor shall mean SERVICE 1st. The insurance shall provide that it is non-cancellable.
6. **Hold Harmless and Indemnity Clause:** The Hold Harmless and Indemnity Clause provisions set forth in Exhibit B, which were part of this Agreement. References in Exhibit B to Owner shall mean MORTON, and references to Contractor shall mean SERVICE 1st.
7. **Termination:** In the event MORTON determines that SERVICE 1st is not performing the services adequately hereunder, MORTON shall give notice to SERVICE 1st of same and in such case; the Agreement shall be terminated within fifteen (15) days thereafter.

VILLAGE OF MORTON

SERVICE 1st LAWN CARE, INC.

By _____
President

By _____
Owner

EXHIBIT A

I. MINIMUM INSURANCE REQUIREMENTS:

The Contractor shall, during the entire term hereof, procure and maintain the following insurance in a form acceptable to the Owner:

- A. Comprehensive General Liability Insurance (including Owners, Landlords, and Tenants; Manufacturers and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability [which insures Contractor's obligations under this Agreement]); all with limits of no less than \$1,000,000 per occurrence or accident, and \$2,000,000 aggregate;
- B. Automobile Liability Insurance covering all owned or leased automobiles, with limits of no less than \$1,000,000 per occurrence;
- C. Excess/Umbrella Liability with limits of no less than \$1,000,000 per occurrence; and
- D. Worker's Compensation Insurance in accordance with Illinois law.

Contractor shall name the Village of Morton as an additional insured.

Contractor will provide to the Owner a Certificate of Insurance, in a form acceptable to the Owner, evidencing the existence of such insurance.

EXHIBIT B

II. HOLD HARMLESS AND INDEMNITY CLAUSE:

Contractor shall save and hold the Owner (including its officials, agents, and employees) free and harmless from all liability (public or private), penalties (contractual or other-wise), losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action), arising out of or in any way connected with the performance of work or work to be performed under this contract, excepting, however, the sole negligence of the Owner, and shall indemnify the Owner for any cost, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the Owner, and/or its agents or employees, or paid for on behalf of the Owner and/or its agents and employees by insurance provided by the Owner.

Contractor shall further hold harmless the Owner (including its officials, agents, and employees) from liability or claims for any injuries to or death of the contractor's or any sub-contractor's employees, resulting from any cause whatsoever, excluding sole negligence of the Owner, including protection against any claim of the contractor or any sub-contractor for any payments under any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and shall indemnify the Owner for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the Owner.

Contractor shall further hold harmless the Owner (including its officials, agents, and employees) from liability or claims for any injuries to or death of any person arising out of or in any way connected with the performance of work or work to be performed under this contract, resulting from any cause whatsoever, except the sole negligence of the Owner, which liability or claim arises under or pursuant to the **Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69, inclusive)**, and shall indemnify the Owner for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents or employees, whether or not by or through insurance provided by the Owner.

In the event the Owner's machinery or equipment is used by the contractor or any sub-contractor in the performance of the work called for by this contract, such machinery or equipment shall be considered as being under the sole custody and control of the contractor during the period of such use by the contractor or any sub-contractor, and if any person or persons in the employ of the Owner should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the contractor.