

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2019-014

AN ORDINANCE AUTHORIZING A FIRST YEAR RENEWAL FOR GENERAL MOWING OF VILLAGE PROPERTY WITH TWIN OAKS LANDSCAPING FOR AN AMOUNT OF \$60,712; AND AN ADDITIONAL CONTINGENCY AMOUNT OF \$10,000; FOR A TOTAL AMOUNT NOT TO EXCEED \$70,712

THE 22nd DAY OF JANUARY 2019

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 22nd Day of January 2019

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WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is responsible for maintaining all Village-owned properties and Village rights of ways (ROW's); including lawn care and maintenance; and

WHEREAS, to do so efficiently and effectively, the Village contracts general mowing services for 42 locations throughout the Village; and

WHEREAS, Ordinance 2018-035 approved a multi-year contract with Twin Oaks Landscaping for General Mowing of Village Property; and

WHEREAS, the base price for FY2020 will remain at \$60,712; and

WHEREAS, the Village will have a contingency of \$10,000 available within the FY2020 budget account (0102047-520600) for additional expenses beyond the base bid; and/or extreme weather conditions; and

WHEREAS, an ordinance is required for expenditures over \$25,000.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents for renewing the General Mowing of Village Property contract with Twin Oaks Landscaping for a price not to exceed \$70,712 within the 2020 Fiscal Year.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Twin Oaks Landscaping for an amount not to exceed \$70,712 within the 2020 Fiscal Year for the General Mowing of Village Property.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2019-014.

Dated the 22nd of January, 2019

Adopted by roll call votes as follows:

AYES: 6 – Koch, Marquardt, Schultz, Oppenheim, Takaoka, Brown
NAYS: 0 - None
ABSTAIN: 0 - None
ABSENT AND NOT VOTING: 0 - None



Roger L. Byrne
Village President

PASSED: 01/22/2019
APPROVED: 01/22/2019
ATTEST: 01/22/2019



Mark Fleischhauer
Village Clerk



STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JANUARY 22, 2019, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2019-014 - AN ORDINANCE AUTHORIZING A FIRST YEAR RENEWAL FOR GENERAL MOWING OF VILLAGE PROPERTY WITH TWIN OAKS LANDSCAPING FOR AN AMOUNT OF \$60,712; AND AN ADDITIONAL CONTINGENCY AMOUNT OF \$10,000; FOR A TOTAL AMOUNT NOT TO EXCEED \$70,712

THE PAMPHLET FOR ORDINANCE NO. 2019-014 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED JANUARY 22, 2019 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 22ND DAY OF JANUARY 2019



Mark Fleischhauer
Village Clerk

SEAL



AFFIDAVIT OF SERVICE

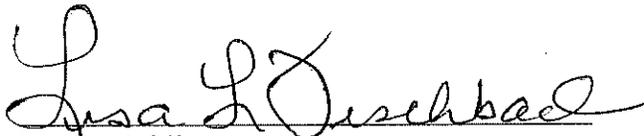
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2019-014 - AN ORDINANCE AUTHORIZING A FIRST YEAR RENEWAL FOR GENERAL MOWING OF VILLAGE PROPERTY WITH TWIN OAKS LANDSCAPING FOR AN AMOUNT OF \$60,712; AND AN ADDITIONAL CONTINGENCY AMOUNT OF \$10,000; FOR A TOTAL AMOUNT NOT TO EXCEED \$70,712 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JANUARY 22 TO FEBRUARY 4, 2019.

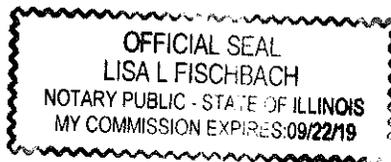


Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 22ND DAY OF JANUARY 2019



Notary Public



2019-014



490 Greenleaf Drive • Vernon Hills, IL 60061-2999
Phone 847-367-3726 • FAX 847-367-3728
Public Works Department • Engineering Division
www.vernonhills.org

January 31st, 2019

John Kolkman
Twin Oaks Landscaping
997 Harvey Rd. P.O. BOX 937
Oswego, IL. 60543

*Re: Renewable Contract for 2019 General Landscape Maintenance,
1st Yr. Renewal*

Dear Mr. Kolkman,

Per the terms of the original contract signed by you on March 6th, 2018, the Village of Vernon Hills is offering to extend your contract for the 2019 General Landscape Maintenance Contract (year one of an optional three year extended contract renewal period).

Contract Period

The term of the contract may be extended for an additional two years (2020 and 2021), if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall remain the same.

Administration and Additional Work

This contract will be under the direct administration of the DIRECTOR OF PUBLIC WORKS (hereinafter DIRECTOR) and detailed administration of the contract shall be provided by the ENGINEERING LANDSCAPE TECHNICIAN. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the DIRECTOR and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by written agreement.

If you accept the terms of the renewable contract, please sign and return the attached contract documents.

If you do not accept the terms of the renewable contract, sign here _____, and return this page to me. This contract will then be re-bid by the Village.

Sincerely,

Josh Hansen
Engineering Landscape Technician / Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061

Village of



490 Greenleaf Drive · Vernon Hills, IL 60061-1039 · 847-367-3726 · FAX 847-367-3728

Public Works Department

February 5th, 2019

ADDENDUM TO "GENERAL MOWING 2019" CONTRACT

Dear Contractor,

Please note the following addition to Section 3.3 Safety Requirements in the contract. Specific guidelines that adhere to IDOT traffic control standards are provided.

3.3 SAFETY REQUIREMENTS

The CONTRACTOR will at all times conduct the landscape maintenance and related operations in a safe and responsible manner. The CONTRACTOR shall comply fully with all OSHA standards and take whatever other steps may be necessary to operate safely. In addition the CONTRACTOR shall be required to deploy orange traffic cones around their vehicles when located on a public street.

The CONTRACTOR shall not drive "Ride-On" type mowers on public streets from site to site unless said mowers are approved for roadway use.

Traffic Control Devices- CONTRACTOR shall deploy orange traffic cones whenever a vehicle is parked on a public street. When the CONTRACTOR vehicle is obstructing a lane of traffic, a merging taper shall be used. The merging taper should be long enough to enable merging drivers to have adequate advance warning and adjust their speed to merge into a single lane. Flashing amber lights mounted to the rear of the vehicle shall be used to warn oncoming traffic of the presence of workers. The use of advanced warning signs and a " trailer mounted arrow board" is required when working on state and county roads & highways. Please see the Illinois Department Of Transportation, *Standard Specifications for Road and Bridge Construction (Adopted April 1, 2019)* and the latest addition of the *Supplemental Specifications and Recurring Special Provisions, Section 701. Work Zone Traffic and Protection*. Use standard 701901-08 for *Traffic Control Devices* and Standard 701601-09 for *Urban Lane Closure, Multilane, 1W OR 2W WITH NONTRAVERSABLE MEDIAN*.

**CONTRACT FOR
GENERAL MOWING OF VILLAGE PROPERTY 2019
BETWEEN
THE VILLAGE OF VERNON HILLS
AND
TWIN OAKS LANDSCAPING**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Village"), and ("Contractor"), make this Contract as of the 23rd day of February 2019, and hereby agree as follows:

SCOPE OF SERVICES

The CONTRACTOR shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to mow turf-grass and perform other landscape maintenance tasks in certain specified areas as specified in this contract. Maintenance shall be conducted in the defined areas as described by the Village of Vernon Hills (hereinafter VILLAGE). The VILLAGE OF VERNON HILLS ENGINEERING LANDSCAPE TECHNICIAN or their authorized representative (hereinafter "ENGINEERING LANDSCAPE TECHNICIAN") may specifically authorize other grounds maintenance not included in this contract if additional maintenance is determined by the VILLAGE to be necessary or desirable.

The CONTRACTOR shall demonstrate it has the resources and specific experience with landscape maintenance.

PART 1 – CONTRACT REQUIREMENTS

1.1 PERFORMANCE OF THE WORK

CONTRACTOR shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and all other means and items necessary to accomplish the project in accordance with the specific project specifications attached hereto.

2. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
3. Taxes. Pay all applicable federal, state, and local taxes.
4. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 COMMENCEMENT AND COMPLETION DATES

CONTRACTOR shall commence the Work not later than the "Commencement Date" set forth in the bid proposal attachments hereto and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in the attachments hereto. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time" or "Term of Contract".

1.3 REQUIRED SUBMITTALS

- A. Submittals Required. CONTRACTOR shall submit to the VILLAGE all documents, data, and information specifically required to be submitted by CONTRACTOR under this Contract and shall, in addition, submit to the VILLAGE a complete description of all equipment, materials and supplies to be provided under this Contract ("Required Submittals").

1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS

CONTRACTOR represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

CONTRACTOR shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name of other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by the VILLAGE in its sole and absolute discretion.

CONTRACTOR shall promptly notify the VILLAGE of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before

proceeding with any Work affected thereby. If CONTRACTOR fails to give such notice to the VILLAGE, then the subsequent decision of the VILLAGE as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle CONTRACTOR to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

1.5 CONDITIONS AT THE WORK SITE

CONTRACTOR represents and warrants that it has had sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction.

CONTRACTOR shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, utility locations or conditions, and other investigations is or has been provided by the VILLAGE, or is or has been otherwise made available to CONTRACTOR by the VILLAGE, such information is or has been provided or made available solely for the convenience of CONTRACTOR and is not part of this Contract.

The VILLAGE assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site.

1.6 TECHNICAL ABILITY TO PERFORM

CONTRACTOR represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 FINANCIAL ABILITY TO PERFORM

CONTRACTOR represents and warrants that it is financially solvent, and CONTRACTOR has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 TIME

CONTRACTOR represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made

conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 VILLAGE'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE

A. Termination of Suspension for Convenience. The VILLAGE shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.9A above, the VILLAGE shall pay CONTRACTOR (1) such direct costs, excluding overhead, as CONTRACTOR shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as CONTRACTOR may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to the VILLAGE'S rights to withhold and deduct as provided in this Contract. Furthermore any payment by the VILLAGE made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the contract price set forth in the Bid Proposal unless such a payment is permitted by and granted under the terms and conditions set forth in Part 6.

PART 2 – GENERAL REQUIREMENTS

2.1 ADMINISTRATION AND ADDITIONAL WORK

This contract will be under the direct administration of the DIRECTOR OF PUBLIC WORKS (hereinafter DIRECTOR) and detailed administration of the contract shall be provided by the ENGINEERING LANDSCAPE TECHNICIAN or their authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the DIRECTOR and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by written agreement.

2.2 WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English

language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the ENGINEERING LANDSCAPE TECHNICIAN. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

2.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. This will include the erection and use of warning signs and barricades and/or safety cones when appropriate. Any practice obviously hazardous in the opinion of the ENGINEERING LANDSCAPE TECHNICIAN shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA, IDOL and other Federal and State safety standards.

Should the CONTRACTOR or his representatives damage property of the VILLAGE or that of other persons, the repair or replacement shall be the sole responsibility of the CONTRACTOR. Any such repair work shall be completed under the direction of the VILLAGE.

Closure of a public street shall not be permitted unless prior arrangements have been made with the DIRECTOR or his authorized representative and other agencies having jurisdiction over the street to be closed. When necessary, barricading and detouring of traffic shall be accomplished in conformance with the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.

In addition, the CONTRACTOR will arrange to keep sidewalks open for public use wherever possible and to block only those portions of the streets deemed necessary for safety and the protection of property.

CONTRACTOR shall be solely and completely responsible for providing and maintaining safe conditions at the work site, including the safety of all persons and property during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. CONTRACTOR shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

CONTRACTOR shall have no claim against the VILLAGE because of any damage or loss to the Work or to CONTRACTOR'S equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by other. Notwithstanding any other provision of this Contract, CONTRACTOR'S obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the VILLAGE or

CONTRACTOR, to indemnify, hold harmless, or reimburse CONTRACTOR for the cost of any repair or replacement work required by this Section.

2.4 PROTECTION OF UTILITIES

Mowing operations may be conducted in areas where electric, telephone, and cable television poles and wires exist. The CONTRACTOR shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage due to CONTRACTOR'S operations. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for any required work by the utility in the areas specified by this contract, delays encountered by the CONTRACTOR in waiting for the utility to complete its work shall not be the responsibility of the CONTRACTOR.

2.5 LOCATIONS AND SCHEDULE OF WORK

The VILLAGE has designated thirty-eight (37) Lawn and Landscape Maintenance areas, and six (4) Field Mowing and Other Work areas for the purpose of landscape maintenance pursuant to this contract.

Each location SHALL be mowed according to the Calendar of Operations, ideally being mowed on the same day of the week each time. If in the event that a site has not been mowed in 10 calendar days during that part of the year when weekly mowing is required, then it shall be determined that a weekly mowing has been missed and the CONTRACTOR shall not invoice the VILLAGE for that occurrence. Mowing shall begin the **3rd calendar week of April** and continue through the **1st calendar week of November** or as directed by the ENGINEERING LANDSCAPE TECHNICIAN.

Mowing of all areas except Field Mowing Areas shall be done in accordance with the following guidelines:

Mow once each calendar week starting the **3rd calendar week of April** through the **1st calendar week of November**. (Approximately 30 weeks)

During dry periods, the ENGINEERING LANDSCAPE TECHNICIAN has the authority to cancel weekly mowing and begin a bi-weekly mowing schedule.

These general schedules are subject to change or modification in the discretion of the Superintendent or the Village Arborist. These changes may be due to the weather, special VILLAGE events, grass height, or any other reason stated by the ENGINEERING LANDSCAPE TECHNICIAN, or for no reason. Any additional mowing of any or all areas will be compensated at the designated contract unit price for that area and added to the monthly payment for that month. Conversely if less mowing is performed then the schedule above contemplates the monthly bill will be reduced by the amount normally paid for the un-mowed sections.

A "Calendar Week" for the purposes of this contract is the standard 7-day week as reflected in a standard monthly box calendar – that is Sunday through Saturday. For example in the language used above the 3rd calendar week of April would be the third row of the standard box layout calendar for the month of April. For purposes of the weekly or every other week mowing schedules a week that contains days from two different months will be considered one week. (i.e. the specified areas need not be mowed 2x within one Sunday-Saturday cycle due to a changeover from one month to the next) Furthermore while the use of the term calendar week does provide some scheduling flexibility to the CONTRACTOR it is anticipated by the VILLAGE that the required mowing will be conducted as close to every 7 actual days (or 14 days for the every other week portion) as possible. Frequent delays of 12-13 days between mowing or mowing a section only 3-4 days apart will be grounds for terminating the contract in the discretion of the VILLAGE.

Field Mowing Areas shall be mowed four (4) times each year according to the Calendar of Operations. Each such area will be mowed between May 1-10, June 20-30, August 20-31, and October 22-31. Conducting this specific mowing outside of the specified time frames will be permitted only upon the express written approval of the DIRECTOR or his/her designee.

These guidelines shall be followed in each year for the length of the contract. Unless otherwise authorized by the DIRECTOR, failure of the CONTRACTOR to comply with the approved maintenance schedule shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract.

2.6 CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the VILLAGE. The VILLAGE reserves the right to use other CONTRACTORS or its own employees to perform work similar to that being performed under this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the CONTRACTOR to cease performance of work as directed.

The VILLAGE shall have the right to perform or have performed such other work, as the VILLAGE may desire in, about, or near the Work Site during the performance of the Work by CONTRACTOR. CONTRACTOR shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other.

2.7 WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of **7:00 AM and 7:30 PM** Monday through Friday and between **8:30 AM and 5:00 PM** on Saturday. **PER VILLAGE ORDINANCE NO WORK SHALL BEGIN BEFORE 7:00 AM. NO WORK SHALL BE PERMITTED ON SUNDAY OR A**

LEGAL HOLIDAY. Work during other hours will be allowed only on an emergency basis and as authorized by the ENGINEERING LANDSCAPE TECHNICIAN.

2.8 CLEANUP AND DISPOSAL

Grass clippings, branches, litter and other debris shall be removed from street and/or sidewalk adjacent to work site at the conclusion of the operations at that specific area. Any debris resulting from operations pursuant to this contract shall be the responsibility of the CONTRACTOR to remove and dispose of properly.

2.9 LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE will waive the cost of all required licenses and fees with the exception of those fees associated with securing a business license to conduct business within the VILLAGE. It is possible that maintenance will occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation and the Lake County Department of Transportation. It shall be the responsibility of the CONTRACTOR to obtain all necessary permits, lane closure permits, and other needed authorization to conduct operations on these rights-of-way. The CONTRACTOR will not be included under the general maintenance permits issued to the VILLAGE. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

2.10 SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

The CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the DIRECTOR. The SUBCONTRACTOR, as approved shall be bound by the conditions of the contract between the VILLAGE and the CONTRACTOR. If approved, the authorization for the use of a SUBCONTRACTOR will be to perform all work in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

The VILLAGE'S approval of any subcontractor, supplier, and subcontract shall not relieve CONTRACTOR of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of CONTRACTOR. Every reference in this Contract to

“CONTRACTOR” shall be deemed also to refer to all subcontractors and suppliers of CONTRACTOR.

B. Removal of Subcontractors and Suppliers.

If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to the VILLAGE, Contractor shall immediately upon notice from the VILLAGE terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

2.11 SEVERABILITY

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

2.12 LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

The CONTRACTOR and SUBCONTRACTORS shall not commence work under this contract until a notice to proceed has been provided by the VILLAGE.

B. ACCIDENT NOTIFICATION

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the DIRECTOR or his authorized representative and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the VILLAGE with copies of all reports of such accidents at the same time the reports are forwarded to any other interested parties.

C. REPAIRS AND RESTORATION

Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason a delay can be shown with the consent of the DIRECTOR.) Should the damage not be rectified within the agreed time or to the complete satisfaction of the DIRECTOR, the VILLAGE reserves the right to further repair or replace that which was damaged, or assess the CONTRACTOR such costs as may be reasonable and related to damage caused by the CONTRACTOR, and deduct these costs from

any payment due the CONTRACTOR or failure may be cause for termination of the contract.

2.13 EXECUTION OF CONTRACT

The successful BIDDER shall execute a contract in accordance with the Instructions to Bidders.

2.14 RECORDKEEPING AND WORK REPORTS

- A. Work report - CONTRACTOR must furnish a report at the end of each month. Such report to contain dates, locations and work conducted.

2.15 EQUIPMENT

Bidders shall give a description and size of equipment they propose to use (rotary blade, flail or reel type mowers). Rotary blade type lawn mowers are preferred for weekly maintenance.

2.16 EQUIPMENT STORAGE

No provisions for overnight equipment storing will be provided by the VILLAGE except as may be designated by the DIRECTOR.

PART 3 – SPECIFIC REQUIREMENTS

3.1 SPECIFIC MAINTENANCE SPECIFICATIONS

- A. Grass shall be mowed to a height of 2-1/2" - 3". **Grass shall be mowed in such a way as to prevent leaving clumps.** In the fall, the grass shall be cut in a manner that avoids concentrating leaves in one area or in piles.
- B. Mowing equipment shall be employed to encourage grass clipping recycling.
- C. Mow to within six (6) inches of fence line where possible.
- D. Grass clippings shall be removed from street and/or sidewalk adjacent to mowing site at the conclusion of the mowing operations at that specific area.
- E. **Line Trimming.** String Trimmers shall be used around all street light poles, trees and planting areas, utility boxes and curb and fence lines and any area not accessible with mowers. Special care shall be taken to protect tree trunks from damage due to lawn mowers and string trimmers. Special care shall also be taken

to prevent 'Scalping' or cutting of the grass below 2 ½ inches while using string trimmers. This procedure shall be considered incidental to the mowing operation and no additional compensation shall be paid.

- F. **Sidewalk and Curb Edging.** Sidewalks shall be edged once a month according to the Calendar of Operations (Attachment D) for every area that is designated for sidewalk edging. Sidewalks shall be edged to a depth of ½ inch below the surface of the sidewalk using a Sidewalk Edger with a rotating metal blade. Use of String Trimmers shall NOT be considered appropriate equipment to edge sidewalks. Where applicable, the back side of curbs shall be edged to prevent grass from growing over the top of the curb. All dirt and debris shall be swept or blown back into the turf area at the conclusion of the operations. This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.
- G. **Cultivation.** Some areas require cultivation of the mulched areas of the site. Mulch shall be turned to disturb the surface and prevent "matting" and then raked smooth. Care shall be taken to prevent build up of mulch near the trunks of trees and plants. Mulch shall be free of weeds prior to cultivation. Cultivation shall be done once each month during the mowing season according to the Calendar of Operations (Attachment D). This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.
- H. **Manual Weeding.** Areas that require manual weeding include: all planting beds, tree rings, mulched areas and non-turf areas. These areas shall have any obvious weeds pulled from the ground on the same day as the turf mowing is performed. Manual weeding shall be performed in such a manner as to remove as much of the weed's root system as possible and not solely the top growth. This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.
- I. **Post-emergent Nonselective Herbicide Applications.** No dates for application are shown on the Calendar of Operations (Attachment D). Applications shall be scheduled by Contractor based on seasonal conditions and weed populations. No applications shall be made near perennial beds where drift may cause damage to non-target plants. Applications may be made to compliment the manual weeding operations but not as a substitute.

Material shall be as follows: Roundup Pro or equivalent

- J. **Field Mowing Areas** shall be mowed four (4) times each year according to the Calendar of Operations (Attachment D). Conducting this specific mowing outside of the specified time frames will be permitted only upon the express written approval of the DIRECTOR or his/her designee.

K. Tree Ring and Planting Bed Edging and Mulching. Where required CONTRACTOR will edge cut rings around all trees and planting beds within the designated area. The tree ring/ planting bed edge will have a depth of 3 inches and will be covered with mulch. Wood Chip Mulch will be made available at the Public Works facility. Mulch will be placed to maintain a depth of 3 to 4 inches and shall be pulled back from the trunk of all trees. Excavated material and debris **SHALL** be **hauled away** at the contractor's expense and not placed on top of the existing tree ring. Any weeds shall be manually removed prior to the placement of the mulch. This work will be paid at the contract unit price per occurrence for each site. The payment for this item is detailed in Section III, Part 6.3; 'Payments'. Maintenance of the tree rings will be incidental to this pay item. This work will be completed between **April 15th and June 1st each year.**

Between **September 1st and 15th each year**, the tree rings and planting beds will be re-edged, cultivated, weeds manually removed and mulch added if necessary.

L. Litter Removal. Litter shall be picked up before mowing all areas and disposed of properly at the CONTRACTOR'S expense. This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.

M. Shrub Trimming. Shrub trimming may be required at some locations. Trimming shall be done to specifications set forth in ATTACHMENT A or as directed by the ENGINEERING LANDSCAPE TECHNICIAN. All trimming shall conform to the *ANSI A300 Tree, Shrub, and other Woody Plant Maintenance -- Standard Practices (Pruning)*.

3.2 PRECAUTIONS

The CONTRACTOR shall take all necessary steps and precautions to protect the grass from disease or pest damage which may be caused by the CONTRACTOR'S operations.

3.3 SAFETY REQUIREMENTS

The CONTRACTOR will at all times conduct the landscape maintenance and related operations in a safe and responsible manner. The CONTRACTOR shall comply fully with all OSHA standards and take whatever other steps may be necessary to operate safely. In addition the CONTRACTOR shall be required to deploy orange traffic cones around their vehicles when located on a public street.

The CONTRACTOR shall not drive "Ride-On" type mowers on public streets from site to site unless said mowers are approved for roadway use.

Traffic Control Devices- CONTRACTOR shall deploy orange traffic cones whenever a vehicle is parked on a public street. When the CONTRACTOR vehicle is obstructing a

lane of traffic, a merging taper shall be used. The merging taper should be long enough to enable merging drivers to have adequate advance warning and adjust their speed to merge into a single lane. Flashing amber lights mounted to the rear of the vehicle shall be used to warn oncoming traffic of the presence of workers. The use of advanced warning signs and a " trailer mounted arrow board" is required when working on state and county roads & highways. Please see the Illinois Department Of Transportation, *Standard Specifications for Road and Bridge Construction (Adopted April 1, 2019)* and the latest addition of the *Supplemental Specifications and Recurring Special Provisions, Section 701. Work Zone Traffic and Protection*. Use standard 701901-08 for *Traffic Control Devices* and Standard 701601-09 for *Urban Lane Closure, Multilane, 1W OR 2W WITH NONTRAVERSABLE MEDIAN*.

3.4 PUBLIC RELATIONS

It is the responsibility of the CONTRACTOR to maintain good public relations, yet still perform his task according to specifications. Dissatisfied citizens should be politely referred to the ENGINEERING LANDSCAPE TECHNICIAN.

PART 4 – TERM OF CONTRACT

The initial term of this contract shall commence upon the execution of the contract and expire on December 31st, 2019. This contract places no obligation on the VILLAGE to appropriate funds for said work. It is understood by the CONTRACTOR that the designated areas for landscape maintenance work listed in these specifications are for work to be completed during the 2019 calendar year. The VILLAGE reserves the right to award in this contract as it deems in the best interest of the VILLAGE some or all of the areas specified.

Contract Period: The term of the contract may be extended for additional one year periods, up to (2) years, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall remain the same.

PART 5- SPECIAL PROVISIONS

Coordination of Contractors

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

Certification of Coordination of Contractors

This certifies that Twin Oaks Landscaping (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



Authorized Signature

Director of maintenance

Title

Twin Oaks Landscaping

Company

2/23/19

Date

Certification of Substance Abuse Prevention Program

This certifies that Twin Oaks Subscary (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.


Authorized Signature

Director of maintenance
Title

Twin Oaks Subscary
Company

2/23/19
Date

PART 6 – FINANCIAL ASSURANCES

5.1 INSURANCE

Contemporaneous with CONTRACTOR'S execution of this Contract, CONTRACTOR shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the Bid Proposal. Such policies shall be in a form, and from companies, acceptable to the VILLAGE. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the VILLAGE. CONTRACTOR shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranties made pursuant to this Contract, maintain and keep in force, at CONTRACTOR'S expense, the minimum insurance coverage's and limits set forth.

INSURANCE COVERAGES: All insurance policies shall be issued from insurance companies holding at least an "A" or better rating as rated by A.M. Best Company.

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
\$500,000 injury-per occurrence
Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
- (1) Bodily Injury/Property Damage
Combined Single Limit: \$1,000,000 per accident
All employees shall be included as insured's.
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
- (1) Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
 - (2) Products and completed operations
Each Occurrence: \$1,000,000
General Aggregate: \$2,000,000
- Coverage's shall include:
- Premises/Operations

- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

- D. **Umbrella Policy.** The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination.
- E. Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability and Umbrella/Excess Policies.
- F. When required from your insurance company, an endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance

The CONTRACTOR shall not start any work under this Contract until they obtain all insurance required and such insurance has been approved by the VILLAGE. The CONTRACTOR shall not allow any SUBCONTRACTOR to commence work on their subcontract until the Subcontractor has obtained all insurance required and such insurance has been approved by the VILLAGE. Such insurance shall be maintained during the entire life of the Contract. The CONTRACTOR and SUBCONTRACTOR shall submit, on forms satisfactory to the VILLAGE, Certificates of Insurance showing the required coverage.

The Certificate of Insurance shall name as additional insured the VILLAGE OF VERNON HILLS. All costs associated with meeting these requirements shall be considered incidental to the Contract.

5.2 INDEMNIFICATION

CONTRACTOR shall indemnify, save harmless, and defend the VILLAGE against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney's fees and administrative expenses, that may arise or be alleged to have arisen, out of or in connection with CONTRACTOR'S performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of CONTRACTOR, except to the extent caused by the sole negligence of the VILLAGE.

PART 7 – PAYMENT

6.1 CONTRACT PRICE

The VILLAGE shall pay to CONTRACTOR, in accordance with and subject to the terms and conditions set forth in this Part 6 and the Bid Proposal, and CONTRACTOR shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in the Bid Proposal (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

6.2 TAXES AND BENEFITS

The VILLAGE is exempt from and shall not be responsible to pay, or reimburse CONTRACTOR for, any state or local sales, use, or excise taxes.

6.3 PROGRESS PAYMENTS

A. Payment in Installments. The Contract Price may be paid in installments in the manner set forth in this section ("Progress Payments").

B. Pay Requests. CONTRACTOR shall, as a condition precedent to its opportunity to receive a Progress Payment, submit to the VILLAGE a pay request in the form provided by the VILLAGE ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Each Pay Request shall include a CONTRACTOR'S certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to the VILLAGE'S obligation to pay all or any part of the Contract Price or any other consideration for the Work.

D. Payments. Pursuant to this section CONTRACTOR may request partial payment of the contract price at the completion of each month of work starting after the end of the first month. The amount paid will be based on the amount of work performed that month. The contractor will be paid a fixed amount for each of the specific sections mowed in accordance with the bid specifications/proposal unit prices bid for those sections.

6.4 LIENS

A. Title. Nothing in this Contract shall be construed as vesting in CONTRACTOR any right of property in any materials, supplies, and other items provided under this Contract after they have been incorporated into the Work or the Work Site. All such materials, supplies, and other items shall, upon being so incorporated, become the property of the VILLAGE, but such title shall not release CONTRACTOR from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. CONTRACTOR shall, from time to time at the VILLAGE'S request and in any event prior to Final Payment, furnish to the VILLAGE such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of the VILLAGE, that no lien against the Work or the public funds held by the VILLAGE exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then CONTRACTOR shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, the VILLAGE shall have the right to retain from any money payable hereunder an amount that the VILLAGE, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorney's fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

6.5 DEDUCTIONS

A. VILLAGE'S Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of the VILLAGE'S other rights or remedies, the VILLAGE shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate the VILLAGE for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which CONTRACTOR is liable under this Contract; (3) state or local sales, use, or excise taxes from which the VILLAGE is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of SUBCONTRACTORS, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of CONTRACTOR to complete the Work; (8) failure of CONTRACTOR to properly complete or document any Pay request; (9) any other failure of CONTRACTOR to perform any of its obligations under this Contract; or (10) the cost to the VILLAGE, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the VILLAGE'S remedies set forth in Section 7.3 of this Contract.

- B. Use of Withheld Funds. The VILLAGE shall be entitled to retain any and all amounts withheld pursuant to Subsection 6.5A above until CONTRACTOR shall have either performed the obligations in Question or furnished security for such performance satisfactory to the VILLAGE. The VILLAGE shall be entitled to apply any money withheld or any other money due CONTRACTOR under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by the VILLAGE and chargeable to CONTRACTOR under this Contract.

PART 8 – DISPUTES AND REMEDIES

7.1 DISPUTE RESOLUTION PROCEDURE

A. Notice of Disputes and Objections. If CONTRACTOR disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of the VILLAGE, CONTRACTOR may notify the VILLAGE in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which CONTRACTOR claims it will be entitled as a result thereof; provided, however, that CONTRACTOR shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by the VILLAGE, without regard to such dispute or objection. Unless CONTRACTOR so notifies the VILLAGE within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, CONTRACTOR shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the VILLAGE and CONTRACTOR agree to engage in good faith negotiations. Within three business days after the VILLAGE'S receipt of CONTRACTOR'S written notice of dispute or objection, a conference between the VILLAGE and CONTRACTOR shall be held to resolve the dispute. Within three business days after the end of the conference, the VILLAGE shall render its final decision, in writing, to CONTRACTOR. If CONTRACTOR objects the final decision of the VILLAGE, then it shall, within three business days, give the VILLAGE notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless CONTRACTOR so notifies the VILLAGE, CONTRACTOR shall be conclusively deemed (1) to have agreed to and accepted the VILLAGE'S final decision and (2) to have waived all claims based on such final decision.

7.2 CONTRACTOR'S REMEDIES

If the VILLAGE fails or refuses to satisfy a final demand made by CONTRACTOR pursuant to Section 7.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of CONTRACTOR, within ten days following receipt of such demand, then CONTRACTOR shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

7.3 VILLAGE'S REMEDIES

If it should appear at any time prior to Final Payment that CONTRACTOR has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or CONTRACTOR'S rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after CONTRACTOR'S receipt of written notice of such Event of Default, then the VILLAGE shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The VILLAGE may require CONTRACTOR, within such reasonable time as may be fixed by the VILLAGE, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring CONTRACTOR and the Work into compliance with this Contract.
2. The VILLAGE may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from CONTRACTOR all the cost and expense, including attorneys' fees and administrative costs, incurred by the VILLAGE in connection therewith.
3. The VILLAGE may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. The VILLAGE may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. The VILLAGE may withhold from any Progress Payment or Final payment, whether or not previously approved, or may recover from CONTRACTOR, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default or as a result of actions taken by the VILLAGE in response to any Event of Default.

7.4 TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE

Any termination or suspension of CONTRACTOR'S rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of the VILLAGE under Section 1.9 of the Contract.

PART 9 – LEGAL RELATIONSHIPS AND REQUIREMENTS

8.1 BINDING EFFECT

This Contract shall be binding upon the VILLAGE and CONTRACTOR and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

8.2 RELATIONSHIP OF THE PARTIES

CONTRACTOR shall act as an independent CONTRACTOR in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint ventures between the VILLAGE and CONTRACTOR.

8.3 NO COLLUSION

CONTRACTOR hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the VILLAGE prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that CONTRACTOR has, in procuring this Contract, colluded with any other person, firm, or corporation, then CONTRACTOR shall be liable to the VILLAGE for all loss or damage that the VILLAGE may suffer thereby, and this Contract shall, at the VILLAGE'S option, be null and void.

8.4 ASSIGNMENT

CONTRACTOR shall not (1) assign this Contract in whole or in part, (2) assign any of CONTRACTOR'S rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of the VILLAGE, which approval may be withheld in the sole and unfettered discretion of the VILLAGE.

8.5 NOTICES

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following address: Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039
Attention: David H. Brown
Director of Public Works

Notices and communications to CONTRACTOR shall be addressed to, and delivered at, the following address:

Twin Oaks Landscaping
997 Harvey
Oswego, IL 60543

8.6 GOVERNING LAWS

This Contract and the rights of the VILLAGE and CONTRACTOR under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

8.7 COMPLIANCE WITH LAWS AND GRANTS

CONTRACTOR shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State, Village of Vernon Hills ordinances, and other local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

8.8 TIME

ATTACHMENT A

Site locations and Descriptions

Lawn and Landscape Maintenance areas shall be mowed and maintained according to the schedule (except where noted as "Weekly Mowing Required") and specifications set forth in Section II.

- 1) **Evergreen Drive and Camden Place Detention Basin (1.5 acres)**
Area is located at the northwest corner of Evergreen Drive and Camden Place. Both parkways are included with the detention basin.
Note: Edge Sidewalks per specifications.
Note: Edge tree rings, planting beds and add mulch per specifications.
- 2) **Chesterfield Drive (5700 Sq. Feet)**
Mow the parkway and area adjacent to the golf course fence between 505 Chesterfield Drive and 515 Chesterfield Drive.
Note: Edge Sidewalks per specifications.
- 3) **Cherry Valley Alley (4300 Sq. feet)**
Grass strip adjacent to stockade fence behind residential properties on the west side of Southgate Drive, north of Camden Place. Mow grass strip on west side just north of Camden, approximately 30 feet in length. Entire curb lines and fence line will be string trimmed to be kept weed free.
- 4) **Cherry Valley Detention Basin (1.0 acres)**
From back of curb to southerly property line and from easterly backyard property line to westerly backyard property line - includes opening to cul-de-sac.
Note: Edge Sidewalks (Richard Ct. & Cherry Valley Rd.) per specifications.
Note: Edge tree rings, planting beds and add mulch per specifications.
Note: Once per month the concrete drainage swale shall have all debris scraped out and removed from the site.
- 5) **Oakwood Road (west parkway) (0.5 acres)**
The mowing limits are from the Park District north property line (south limit) north to Street Light Pole #758. The contractor will mow from the back of curb to the sidewalk.
Note: Edge Sidewalks per specifications.
- 6) **Oakwood Road and Westmoreland Drive Intersection Green Space (6500 Sq. Feet)**
From the back of curb of Westmoreland Drive to the fence line (South limit) and from the East and West property lines.
Note: Edge Sidewalks per specifications.
Note: Edge tree rings, planting beds and add mulch per specifications.
- 7) **Williams Way Parkway and Detention Basin (1.0 acre)**
The limits are the Park District property line on the south, the property line of 639 Williams Way on the West, the property line of 657 Williams Way on the north and the sidewalk on Oakwood Road on the east. This includes the parkway along Williams Way.
Note: Edge Sidewalks per specifications.
Note: Edge tree rings, planting beds and add mulch per specifications.
Note: Do not mow prairie plant area within detention basin (marked with signs).
- 8) **Tennis Lane (0.5 acre)**
West side of Tennis Lane from Royal Oak Drive south to Cherry Valley R.O.W. Mow from back of curb to ditch line (approx. 15 feet).

- 9) **Royal Oak Drive (0.2 acre)**
Mow north and south sides of Royal Oak Drive, which is located beneath the Com.Ed. power lines. On the south side of Royal Oak Drive, the contractor will be required to mow up to the Tennis Lane R.O.W.
Note: Edge Sidewalks per specifications.
- 10) **Route 83 and Westmoreland Drive (.7 acre)**
Areas to be mowed are as follows. North side of Westmoreland Drive from curb to tree line (Rt. 83 to Thorngrove Dr. 980' in length), (Thorngrove Dr. to bike path 450 ft.). South side of Westmoreland Drive curb to tree line (Rt. 83 to Deerbrook Ln. 650' in length), and Deerbrook Ln. to Prairie Meadow Ln.(340'), Prairie Meadow Ln. to 985 West Moreland Dr. (540'). Southeast corner of West Moreland Dr. and Route 83 and southward on Route 83, approximately 150'. Mow back to the Entrance Sign on the Southeast corner.
Note: Edge Sidewalks per specifications.
- 11) **Route 83 R.O.W. from Northfield Drive to Grosse Pointe Blvd. (1.2 acres)**
Areas are entrances at Northfield Drive and at Grosse Pointe Blvd. Include the Northfield Drive island and the R.O.W., from 200 feet south of Northfield Drive to the tree line located approximately 500 feet north of Grosse Pointe Blvd. Mow from back of curb to shrub line. This also includes the areas in front of the entrance signs at Northfield and at Grosse Pointe Blvd.
- 12) **Southfield Drive Parkway and Detention Basin (1.2 acres)**
Mow the detention basin area located behind 212-232 Southfield Drive at the intersection of Southfield Drive and Dearborn Lane. Mow the parkway along Southfield Drive between 200 and 212 Southfield Drive.
Note: Edge Sidewalks per specifications.
Note: Edge tree rings and add mulch per specifications.
Note: Contractor will keep drainage outlet clear of debris.
- 13) **Grosse Pointe Boulevard (0.1 acre)**
Mow north side of Grosse Point Blvd. between Hunter Court and Southfield Drive beneath the Com. Ed. Power lines. Mow the parkway and 10 feet North of the sidewalk.
Note: Edge Sidewalks per specifications.
- 14) **Route 45 and Grosse Pointe Blvd. (.4 acre)**
Area to be mowed is on Route 45 R.O.W., south side of the road 400 feet east and 850 feet west of Grosse Pointe Blvd. The ditch line is included.
Note: Edge Sidewalks per specifications
- 15) **Route 45 and Sullivan Drive (5500 Sq. Feet)**
Area to be mowed is the area adjacent to Sullivan Drive approximately 150 feet long and 40 feet wide, starting from the corner of Route 45 and Sullivan Drive and going North along Sullivan Drive. Also mow from Sullivan Dr. west 250 ft, from sidewalk to gravel shoulder adjacent to Rt. 45. All turf areas in this ditch line shall be mowed. Litter and debris shall be removed.
Note: Edge Sidewalks per specifications
- 16) **Route 45 and Deerpath Drive (4750 Sq. feet)**
Located on the Northwest corner of the intersection, mow the hill from Deerpath Drive to near the end of the fence line. Mow the parkway along Route 45 past the Rail Road tracks to the end of the chain link fence and the small area East of the chain link fence near the tracks. Contractor will park his vehicle on Merimac Lane (one block north of Route 45 off of Deerpath), walk mowers and equipment to the site.
Note: Edge Sidewalks per specifications.
Note: Edge tree rings, planting beds and add mulch per specifications.

17) Centennial Crossing Detention Basin (3.6 acres)

Mow the area surrounding the detention basin located at the northwest corner of Route 45 and Fairway Drive. Contractor will mow from the southwest corner of Fairway Drive and Huron west to the East property line of 343 Huron Street. Mow South along the East property line of 343 Huron Street approximately 150 feet to the South property line. Mow West behind 343 and 331 Huron Street to the Electrical box. Mow South to Route 45 ditch line. Along Rte. 45, mow east to Fairway Drive. Mow north from this intersection to Huron Street, from back of curb to prairie plant area at basin.

Note: Do not mow prairie plant area surrounding the detention basin.

Note: Edge Sidewalks per specifications.

Note: Edge tree rings, planting beds and add mulch per specifications.

18) Rte. 45 and Buffalo Grove Rd. – SE corner (0.83 acres)

The contractor is responsible for the area from River Grove Lane along the east side of Buffalo Grove Road north to Route 45. The contractor will maintain the area up to the east tree line, do areas adjacent to the intersection and then proceed eastward for approximately 630 feet; to the beginning of the galvanized steel guard rail.

Note: Edge Sidewalks per specifications.

Note: Edge tree rings and add mulch per specifications.

19) Port Clinton @ Rte. 45 (1/2 acre)

Located on the Southwest corner of Port Clinton Road and Route 45. Mow from the back of curb to the tree line starting at Route 45 down to Indian Creek.

20) White Barn Road and Old Creek Road (0.10 acre)

Grass area at the end of White Barn Road just east of Old Creek Road. Mow area between dead end and split rail fence.

Note: Edge Sidewalks per specifications.

Note: Edge tree rings and add mulch per specifications.

21) Lakeview Entrance Gate and Roadway (0.75 acre)

On Lakeview Parkway at the southeast intersection with the EJ&E RR crossing. Mow the parkway and area around the entrance gate. Mow a 10 foot strip on the north side of the roadway from the Lakeview Entrance Gate eastward to the East gate.

Note: Edge Sidewalks per specifications.

Note: Edge tree rings, planting beds and add mulch per specifications.

22) Lakeview Parkway - east side (3.3 acres)

From back of curb to Easterly fence line, starting 410 Feet North of Center Drive (end of sidewalk) to approximately 50 Feet South of Street Light Pole #198 (where the tree/ fence line ends).

23) 100 foot strip east of Public Works facility (5.3 acres)

Mow Easterly from the Public Works facility fence to westerly line of Indianwood Drive. Northern lot line of the adjacent houses to the chain link fence.

24) End of Abbey Ln. – Refer to map for location

Note: Edge Sidewalks per specifications.



26) Bay Tree Lot- Located on Bay Tree Circle - Refer to map for exact location

27) Vernon Hills Golf Course Parking Lot

The Vernon Hills Golf Course Parking lot is located across the street from the Village Hall at 291 Evergreen Drive. The area to be maintained is the entire area surrounding the parking area from Evergreen Drive eastward to the clubhouse and southward along the fence on Chesterfield Lane.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge Sidewalks and curbs per specifications
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Trim shrubs along the North side of the parking area from Evergreen Drive eastward to the Iron Gate. **In July, the shrub hedge shall be trimmed to a height of between 6'-8' tall and to specifications.**
7. Herbicide applications will be completed per specifications or as directed by Village representative.
8. Maintain all hard surfaces in a weed free condition.

Precautions must be taken to keep grass off of all cars parked in the lot.

28) Deerpath Drive Median Islands (.4 acre)

Mow the 4 median islands located on Deerpath Drive South of Route 60.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Islands are not irrigated.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. All hard surfaces (cobble, concrete island strips) shall be maintained in a weed free condition on median islands that require mowing.
8. Traffic control devices **SHALL** be used per specifications.
9. All workers shall wear a Class 3 Safety Vest while working in this area.
10. Broken or leaking irrigation heads should be immediately reported to the Public Works Department. Avoid hitting exposed sprinkler heads near the curb line. Heads have been marked on the curb with Blue "Dots" for easy locating. (The island located at the intersection of Deerpath Dr. & Rt. 60 is the only island irrigated.)
11. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

29) Route 60 Median Islands and Entrance Sign (1 acre)

Located on Route 60 from East of Milwaukee Ave to Deerpath Drive. Start going eastbound on Route 60 from Aspen Drive and park on the median West of Deerpath Drive and mow the small area at Deerpath Drive. Proceed to the next island and park in the Left Turn Lane at Lakeview Parkway. Do the same at the next island heading Eastbound. Proceed East on Route 60 and mow the area at the Route 60 Entrance Sign located on the North side of Route 60 just west of the River. Heading Westbound mow the island West of Milwaukee Ave. again parking in the Left Turn Lane and likewise at the final island East of Fairway Drive.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Fertilizer and Herbicide applications will be completed per specifications or as directed by Village representative.
7. All hard surfaces (cobble, concrete island strips) shall be maintained in a weed free condition on median islands that require mowing.
8. Broken or leaking irrigation heads should be immediately reported to the Public Works Department. Avoid hitting exposed sprinkler heads near the curb line. Heads have been marked on the curb with Blue "Dots" for easy locating.
9. Traffic control devices **SHALL** be used per specifications.
10. All workers shall wear a Class 3 Safety Vest while working in this area.
11. Use the Left Turn Lane to park the truck where possible. Park as far away from the intersection as possible to allow for vehicles to use the lane ahead of you but far enough forward to be out of the through lane of traffic.
12. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
13. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

Note: Grass Catchers SHALL be used when mowing on the median islands.

Note: NO work shall begin on Route 60 before 9 am on weekdays.

30) Route 21 Median Islands-North and South of Rte. 60

The 2 median islands located North of Rt. 60 & the 4 islands South of Route 60.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. All hard surfaces (cobble, concrete island strips) shall be maintained in a weed free condition on median islands that require mowing.
8. Broken or leaking irrigation heads should be immediately reported to the Public Works Department. Avoid hitting exposed sprinkler heads near the curb line. Heads have been marked on the curb with Blue "Dots" for easy locating.
9. Traffic control devices **SHALL** be used per specifications.
10. All workers shall wear a Class 3 Safety Vest while working in this area.
11. Use the Left Turn Lane to park the truck where possible. Park as far away from the intersection as possible to allow for vehicles to use the lane ahead of you but far enough forward to be out of the through lane of traffic.
12. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
13. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

Note: Grass Catchers SHALL be used when mowing on the median islands.

Note: NO work shall begin on Route 21 before 9 am on weekdays.

31) Fairway Medians & R.O.W.

Mow the Right Of Way area South of Cougar Way & Memorial Drive down to Huron Street. This will be bordered by the bike path/ sidewalk on the East and the bike path/ sidewalk on the West down to Patriot Way. South of Patriot Way, the area on the West side of the bike path/ sidewalk is included up to the fence line and on the East Right Of Way to the tree line. The two median islands on Fairway Drive are also included in this area, end at Huron Street on the west side of Fairway Drive and end at the Lake County Water Reservoir drive on the east side of Fairway.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**
10. **Trim shrubs to specifications.**

Note: Grass Catchers SHALL be used when mowing on the median islands.

32) Sullivan Drive R.O.W. includes area east of Deerpath Drive (6 acres)

From the east side of Aspen Drive to the west side of Deerpath Drive and between the sidewalk and back of curb on the north and south sides of Sullivan Drive. Sullivan R.O.W. continues east of Deerpath Drive to the Vernon Hills Park District property line.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

Note: Grass Catchers SHALL be used when mowing on the median islands.

33) Lakeview & Center Drive Median Islands (2500sqft)

Four islands located north of Hawthorn Parkway extending north of Center Dr. Two turf islands and one concrete island are located on Center Dr. between Lakeview Parkway and Ring Rd.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. All hard surfaces (cobble, concrete island strips) shall be maintained in a weed free condition on median islands that require mowing.
7. Herbicide applications will be completed per specifications or as directed by Village representative.
8. Traffic control devices **SHALL** be used per specifications.
9. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
10. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

Note: Grass Catchers SHALL be used when mowing on the median islands.

34) Grosse Pointe Monuments & Cul-de-sac Islands (14,500 sqft)

Maintain landscape around entrance monuments located at the intersections of Grosse Pointe blvd. & Route 45 (including the median island), Grosse Pointe Blvd. & Route 83 (2 monuments & median island), and Northfield Dr. & Route 83 (2 monuments & median island). Mow turf and maintain landscape beds at the following cul-de-sac islands: 84-96 Royal Oak Drive, 13-31 St. Clair Lane, 164-172 Southfield Dr., 51-67 Southfield Dr., Marquette Court, Monteith Ct., Napier Ct., Hunter Ct, 330-342 Fiore Parkway

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**
10. Trim shrubs to specifications.

35) Sugar Creek Entrance Monuments & Cul-de-sac Islands (3000 sqft)

Mow and maintain landscape beds at the 2 entrance monuments located at Buffalo Grove Rd. & Creek View Dr. Mow and maintain two cul-de-sac islands located on Creek View Dr. & Creek Bend Dr.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

36) River Grove Entrance & Cul-de-sac Island (1000 sqft)

Mow & maintain entrance area at River Grove Lane & Buffalo Grove Rd. Mow turf & maintain cul-de-sac island at the end of River Grove Ln.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

37) Southgate Cul-de-sac Island (3600 sqft)

Mow & maintain turf and cul-de-sac island located at the end of Southgate Dr.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.

8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.
10. Trim shrubs to specifications.

38) Phillip Road Building (1/2 acre) 7 Phillip Dr

The contractor will be required to perform the following functions at this site:

10. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
11. Edge and mulch per specifications.
12. Cultivate all mulched areas each month during the mowing season.
13. Edge the curb line once each month per specifications.
14. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
15. Herbicide applications will be completed per specifications or as directed by Village representative.
16. Traffic control devices **SHALL** be used per specifications.
17. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
18. All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.
19. Trim shrubs to specifications.

Field Mowing

Field Mowing Areas shall be mowed four (4) times each year. Each such area will be mowed between May 1-10, June 20-30, August 20-31, and October 20-31. Conducting this specific mowing outside of the specified time frames will be permitted only upon the express written approval of the DIRECTOR or his/her designee.

39) Route 45 and Sullivan Drive (1 acre)

Area to be mowed is a vacant area, approximately 180 feet long and 230 feet wide and is located on the northwest corner of Route 45 and Sullivan Drive and includes the ditch line along Route 45. This area will be mowed four (4) times per year as directed by the STREETS & GROUNDS CREWLEADER

40) Route 45 Vacant Properties (2.25 acres)

Located on the South side of Route 45 East of Deerpath Drive. There are 3 parcels to be mowed. The first parcel is from the intersection of Route 45 and the creek eastward to the house. The other two parcels are between the house and the Synagogue. Mow from Route 45 back approximately 150-200 feet on each parcel except the parcel just east of the creek which shall be mowed to the railroad R.O.W.

Note: Contractor **SHALL** mow ditch line on Route 45.

41) Route 83 Buffer Zone (3 acres)

The area is east of Route 83. Mow area from the bush line to the west property line of homes located from the north side of Northfield Drive to the tree line that is located approximately 500 feet north of Grosse Point Blvd. Fallen tree limbs shall also be hauled away prior to mowing of the buffer area.

Other Work Area

42) Route 83 Buffer Zone Spring & Fall Clean-Up

In the early spring the shrubs along Route 83 (from Northfield Drive to approximately 500 feet North of Grosse Pointe Blvd.) will have 1/3 of the larger canes removed and hauled away. Also any fallen tree limbs within the buffer area will be hauled away.

There are two designated areas within the buffer zone that are adjacent to homeowner's properties that will need to be cleared of leaves, branches, litter, and debris. The areas north & south of Grosse Pointe Blvd. (behind 150, 140, & 132 Napier Ct. & behind 180, 184, & 188 Monteith Ct.). Also included in this area is the median island located at Grosse Pointe Blvd. & Rt. 83. The other location is north of Northfield Dr. and includes the area behind 8 Royal Oak Dr. and the surrounding area of the entrance monument.

* Fall clean-up may be required more than once. Dates and time of clean up will be determined by the village.

***** All areas sizes stated above are approximate the and the descriptions general – This information has been provided by the Village as an aid to prospective bidders only and the accuracy of it is not guaranteed. Prospective bidders are encouraged to conduct their own inspection of the areas mentioned above and to address questions to the engineering landscape technician .**

ATTACHMENT C

Schedule of Unit Prices and Totals Worksheet

Please fill out the worksheet in full and place the total in the space provided. Please read the area descriptions carefully as provided in "ATTACHMENT A" and specifications as outlined in Section II

Complete Table as Indicated

Proposed Mowing Contract

Area No.	Description	Item	Unit	Occurrences	Unit Price	Extension
1	Evergreen Dr. and Camden Detention	Mowing and Trimming	Week	30	\$ <u>65.-</u>	\$ <u>1,950.-</u>
		Edge	Each	2	\$ <u>30.-</u>	\$ <u>60.-</u>
		Mulch	Each	1	\$ <u>50.-</u>	\$ <u>50.-</u>
2	Chesterfield	Mowing and Trimming	Week	30	\$ <u>10.-</u>	\$ <u>300.-</u>
3	Cherry Valley Alley	Mowing and Trimming	Week	30	\$ <u>10.-</u>	\$ <u>300.-</u>
4	Cherry Valley Detention	Mowing and Trimming	Week	30	\$ <u>40.-</u>	\$ <u>1,200.-</u>
		Edge	Each	2	\$ <u>35.-</u>	\$ <u>70.-</u>
		Mulch	Each	1	\$ <u>45.-</u>	\$ <u>45.-</u>
		Clean out trench	Each	4	\$ <u>100.-</u>	\$ <u>400</u>
5	Oakwood Rd.	Mowing and Trimming	Week	30	\$ <u>20.-</u>	\$ <u>600.-</u>
6	Oakwood Rd. & Westmoreland	Mowing and Trimming	Week	30	\$ <u>10.-</u>	\$ <u>300.-</u>
		Edge	Each	2	\$ <u>45.-</u>	\$ <u>90.-</u>
		Mulch	Each	1	\$ <u>75.-</u>	\$ <u>75.-</u>
7	Williams Way Detention	Mowing and Trimming	Week	30	\$ <u>40.-</u>	\$ <u>1,200.-</u>
		Edge	Each	2	\$ <u>75.-</u>	\$ <u>75.-</u>
		Mulch	Each	1	\$ <u>35.-</u>	\$ <u>35.-</u>
8	Tennis Lane	Mowing and Trimming	Week	30	\$ <u>20.-</u>	\$ <u>600.-</u>
9	Royal Oak Dr.	Mowing and Trimming	Week	30	\$ <u>10.-</u>	\$ <u>300.-</u>
10	Rt. 83 and Westmoreland	Mowing and Trimming	Week	30	\$ <u>30.-</u>	\$ <u>900.-</u>
11	Rt. 83 ROW	Mowing and Trimming	Week	30	\$ <u>35.-</u>	\$ <u>1,050.-</u>
12	Southfield Dr. Detention	Mowing and Trimming	Week	30	\$ <u>35</u>	\$ <u>1050.-</u>
		Edge	Each	2	\$ <u>20.-</u>	\$ <u>40.-</u>
		Mulch	Each	1	\$ <u>50.-</u>	\$ <u>50.-</u>
		Cleaning of outlets	Each	2	\$ <u>45</u>	\$ <u>90</u>

13	Grosse Pointe Blvd. N. Side	Mowing and Trimming	Week	30	\$ <u>10.-</u>	\$ <u>300.-</u>
14	Rt. 45 and Grosse Pointe	Mowing and Trimming	Week	30	\$ <u>20.-</u>	\$ <u>600</u>
15	Rt. 45 and Sullivan	Mowing and Trimming	Week	30	\$ <u>20.-</u>	\$ <u>600.-</u>
16	Rt. 45 and Deerpath	Mowing and Trimming	Week	30	\$ <u>20.-</u>	\$ <u>600.-</u>
		Edge	Each	2	\$ <u>35.-</u>	\$ <u>70.-</u>
		Mulch	Each	1	\$ <u>35.-</u>	\$ <u>35.-</u>
17	Centennial Crossing Detention	Mowing and Trimming	Week	30	\$ <u>156.-</u>	\$ <u>4,680.-</u>
		Edge	Each	2	\$ <u>210.-</u>	\$ <u>420.-</u>
		Mulch	Each	1	\$ <u>275.-</u>	\$ <u>275.-</u>
18	Rte. 45 / Buffalo Grove Rd. - S.E.	Mowing and Trimming	Week	30	\$ <u>40.-</u>	\$ <u>1,200.-</u>
		Edge	Each	2	\$ <u>310.-</u>	\$ <u>620.-</u>
		Mulch	Each	1	\$ <u>420.-</u>	\$ <u>420.-</u>
19	Rte. 45 / Port Clinton. - S.W.	Mowing and Trimming	Week	30	\$ <u>22.-</u>	\$ <u>660.-</u>
20	White Barn and Old Creek Rd.	Mowing and Trimming	Week	30	\$ <u>20.-</u>	\$ <u>600.-</u>
		Edge	Each	2	\$ <u>75.-</u>	\$ <u>75.-</u>
		Mulch	Each	1	\$ <u>40.-</u>	\$ <u>40.-</u>
21	Lakeview Gate And Roadway	Mowing and Trimming	Week	30	\$ <u>35.-</u>	\$ <u>1,050.-</u>
		Edge	Each	2	\$ <u>70.-</u>	\$ <u>140.-</u>
		Mulch	Each	1	\$ <u>175.-</u>	\$ <u>175.-</u>
22	Lakeview Pkwy. East side ROW	Mowing and Trimming	Week	30	\$ <u>105.-</u>	\$ <u>3,150.-</u>
		Edge	Each	2	\$ <u>70.-</u>	\$ <u>140.-</u>
		Mulch	Each	1	\$ <u>35.-</u>	\$ <u>35.-</u>
23	100' Strip	Mowing	Week	30	\$ <u>106.-</u>	\$ <u>3,180.-</u>
24	End of Abbey Ln.	Mowing	Week	30	\$ <u>20.-</u>	\$ <u>600.-</u>
					\$ <u>255.-</u>	\$ <u>7,650.-</u>
26	Bay Tree Lot	Mowing	Week	30	\$ <u>25.-</u>	\$ <u>750.-</u>

27	<u>Golf Course</u>	Landscape Maintenance	Week	30	\$ <u>45.-</u>	\$ <u>1,350.-</u>
		Aerate - Fall	Each	1	\$ <u>305.-</u>	\$ <u>305.-</u>
		Edge	Each	2	\$ <u>75.-</u>	\$ <u>150.-</u>
		Mulch	Each	1	\$ <u>350.-</u>	\$ <u>350.-</u>
		Trim Shrubs North Parking Lot		1	\$ <u>280.-</u>	\$ <u>280.-</u>
		Spring & Fall Clean-up	Each	1	\$ <u>240.-</u>	\$ <u>240.-</u>
		28	<u>Deerpath Medians</u>	Landscape Maintenance	Week	30
Aerate - Fall	Each			1	\$ <u>125.-</u>	\$ <u>125.-</u>
Edge	Each			2	\$ <u>175.-</u>	\$ <u>350.-</u>
Mulch	Each			1	\$ <u>75.-</u>	\$ <u>75.-</u>
Spring & Fall Clean-up	Each			1	\$ <u>150.-</u>	\$ <u>150.-</u>
29	<u>Rte. 60 Medians & monument</u>			Landscape Maintenance	Week	30
		Aerate - Fall	Each	1	\$ <u>305</u>	\$ <u>305.-</u>
		Edge	Each	2	\$ <u>350.-</u>	\$ <u>700.-</u>
		Mulch	Each	1	\$ <u>700.-</u>	\$ <u>700.-</u>
		Spring & Fall Clean-up	Each	1	\$ <u>350.-</u>	\$ <u>350.-</u>
		30	<u>Rt. 21 Medians</u>	Landscape Maintenance	Week	24
Aerate - Fall	Each			1	\$ <u>75.-</u>	\$ <u>75.-</u>
Edge	Each			2	\$ <u>100.-</u>	\$ <u>200.-</u>
Mulch	Each			1	\$ <u>700.-</u>	\$ <u>700.-</u>
Spring & Fall Clean-up	Each			1	\$ <u>275.-</u>	\$ <u>275.-</u>

31	<u>Fairway Medians & R.O.W.</u>	Landscape Maintenance	Week	24	\$ <u>45.-</u>	\$ <u>1,080.-</u>
		Aerate - Fall	Each	1	\$ <u>350.-</u>	\$ <u>350.-</u>
		Edge	Each	2	\$ <u>175.-</u>	\$ <u>350.-</u>
		Mulch	Each	1	\$ <u>475.-</u>	\$ <u>475.-</u>
		Trim Shrubs in R.O.W.	Each	1	\$ <u>75.-</u>	\$ <u>75.-</u>
		Spring & Fall Clean-up	Each	1	\$ <u>350.-</u>	\$ <u>350.-</u>
32	<u>Sullivan Dr. R.O.W.</u>	Landscape Maintenance	Week	24	\$ <u>20.-</u>	\$ <u>5,040.-</u>
		Aerate - Fall	Each	1	\$ <u>914.-</u>	\$ <u>914.-</u>
		Edge	Each	2	\$ <u>175.-</u>	\$ <u>350.-</u>
		Mulch	Each	1	\$ <u>235.-</u>	\$ <u>235.-</u>
		Spring & Fall Clean-up	Each	1	\$ <u>280.-</u>	\$ <u>280.-</u>
33	<u>Lakeview & Center Islands</u>	Landscape Maintenance	Week	24	\$ <u>20.-</u>	\$ <u>480.-</u>
		Aerate - Fall	Each	1	\$ <u>35.-</u>	\$ <u>35.-</u>
		Edge	Each	2	\$ <u>20.-</u>	\$ <u>20.-</u>
		Mulch	Each	1	\$ <u>30.-</u>	\$ <u>30.-</u>
		Spring & Fall Clean-up	Each	1	\$ <u>35.-</u>	\$ <u>35.-</u>
34	<u>Grosse Pointe Monuments & Cul-de-sac Islands</u>	Landscape Maintenance	Week	24	\$ <u>20.-</u>	\$ <u>480.-</u>
		Aerate - Fall	Each	1	\$ <u>70.-</u>	\$ <u>70.-</u>
		Edge	Each	2	\$ <u>105.-</u>	\$ <u>210.-</u>
		Mulch	Each	1	\$ <u>140.-</u>	\$ <u>140.-</u>
		Spring & Fall Clean-up	Each	1	\$ <u>280.-</u>	\$ <u>280.-</u>

35 <u>Sugar Creek Monuments & Islands</u>	Landscape Maintenance	Week	24	\$ <u>20.-</u>	\$ <u>480.-</u>
	Aerate - Fall	Each	1	\$ <u>21.-</u>	\$ <u>21.-</u>
	Edge	Each	2	\$ <u>30.-</u>	\$ <u>60.-</u>
	Mulch	Each	1	\$ <u>35.-</u>	\$ <u>70.-</u>
	Spring & Fall Clean-up	Each	1	\$ <u>35.-</u>	\$ <u>35.-</u>

36 <u>River Grove</u>	Landscape Maintenance	Week	24	\$ <u>10.-</u>	\$ <u>240.-</u>
	Aerate - Fall	Each	1	\$ <u>20.-</u>	\$ <u>20.-</u>
	Edge	Each	2	\$ <u>10.-</u>	\$ <u>20.-</u>
	Mulch	Each	1	\$ <u>20.-</u>	\$ <u>20.-</u>
	Spring & Fall Clean-up	Each	1	\$ <u>25.-</u>	\$ <u>25.-</u>

37 <u>Southgate Island</u>	Landscape Maintenance	Week	24	\$ <u>20.-</u>	\$ <u>480.-</u>
	Aerate - Fall	Each	1	\$ <u>25.-</u>	\$ <u>25.-</u>
	Edge	Each	2	\$ <u>30.-</u>	\$ <u>60.-</u>
	Mulch	Each	1	\$ <u>25.-</u>	\$ <u>25.-</u>
	Trim Shrubs	Each	1	\$ <u>45.-</u>	\$ <u>45.-</u>
	Spring & Fall Clean-up	Each	1	\$ <u>20.-</u>	\$ <u>20.-</u>

38 Phillip Rd. Building	Landscape Maintenance	Week	24	\$ <u>25.-</u>	\$ <u>600.-</u>
	Aerate - Fall	Each	1	\$ <u>152.-</u>	\$ <u>152.-</u>
	Edge	Each	2	\$ <u>60.-</u>	\$ <u>120.-</u>
	Mulch	Each	1	\$ <u>60.-</u>	\$ <u>60.-</u>
	Trim Shrubs	Each	1	\$ <u>120.-</u>	\$ <u>120.-</u>
	Spring & Fall Clean-up	Each	1	\$ <u>200.-</u>	\$ <u>200.-</u>

Field Mowing Areas

39	Rt. 45 & Sullivan	Mowing	Each	4	\$ <u>120.-</u>	\$ <u>520.-</u>
40	Rt. 45 Vacant Properties	Mowing	Each	4	\$ <u>340.-</u>	\$ <u>1360.-</u>
41	Rt. 83 Buffer	Mowing	Each	4	\$ <u>250.-</u>	\$ <u>1000.-</u>

Other Work Area

42	Rt. 83 Buffer Zone	Spring and (2qty) Fall Clean-ups	Each	3	\$ <u>380.-</u>	\$ <u>1140.-</u>
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Total for 2019 \$ 68,362.-

