

**VILLAGE OF VERNON HILLS  
ORDINANCE 2021-032**

**AN ORDINANCE AWARDING THE 2021-2023 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR CONTRACT TO ETERNALLY GREEN LAWNCARE FOR AN AMOUNT NOT TO EXCEED \$15,000**

**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 turf weed control & fertilizer services for turf fertilizing and turf grub control applications at 44 locations; and

**WHEREAS**, the Village received a total of two (2) sealed bids on March 05, 2021 for said Turf Weed Control & Fertilizer Services; at which time they were publicly opened; and

**WHEREAS**, Eternally Green Lawncare provided the lowest qualifying bid for the 2021-2023 Turf Weed Control & Fertilizer Services at a base price of \$11,285.41; and

**WHEREAS**, the Village will have a contingency of \$3,714.59 available within the FY2022 budget account (0102047-520600) for any unanticipated expenses; and/or extreme weather conditions; and

**WHEREAS**, said contract will be for 3 years with the option to the extend the contract for a one year term for up to two additional years; and

**WHEREAS**, an ordinance is required for the award of bids and/or contracts; and

**WHEREAS**, expenditures over \$25,000 require Board of Trustee approval.

**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 the 2021-2023 Turf Weed Control & Fertilizer Services from Eternally Green Lawncare.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Eternally Green Lawncare in an amount not to exceed \$15,000 within the 2022 Fiscal Year.

**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 2021-032.

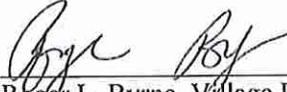
Dated the 16th of March, 2021

Adopted by roll call votes as follows:

AYES: 7 – Marquardt, Forster, Oppenheim, Koch, Takaoka, Schultz, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 03/16/2021  
APPROVED: 03/16/2021  
ATTEST: 03/16/2021

  
\_\_\_\_\_  
Mark Fleishhauer, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-032

AN ORDINANCE AWARDED THE 2021-2023 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR CONTRACT TO ETERNALLY GREEN LAWNCARE FOR AN AMOUNT NOT TO EXCEED \$15,000

THE 16<sup>th</sup> DAY OF MARCH 2021

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 16<sup>th</sup> Day of March, 2021

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 MARCH 16, 2021, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2021-032 AN ORDINANCE AWARDDING THE 2021-2023 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR CONTRACT TO ETERNALLY GREEN LAWNCARE FOR AN AMOUNT NOT TO EXCEED \$15,000

THE PAMPHLET FOR ORDINANCE NO. 2021-032 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MARCH 16, 2021 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 26<sup>th</sup> DAY OF MARCH 2021.

  
\_\_\_\_\_  
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. 2021-032 AN ORDINANCE AWARDDING THE 2021-2023 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR CONTRACT TO ETERNALLY GREEN LAWNCARE FOR AN AMOUNT NOT TO EXCEED \$15,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 16, 2021 TO MARCH 26, 2021.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 16<sup>th</sup> DAY OF MARCH 2021

  
\_\_\_\_\_  
Notary Public



**CONTRACT BETWEEN  
VILLAGE OF VERNON HILLS  
AND  
ETERNALLY GREEN LAWNCARE**

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 (“Owner”), and Eternally Green Lawncare (“Contractor”), make this Contract as of the 16th day of March, 2021, and hereby agree as follows:

**ARTICLE I  
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the “Work”. To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall 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 other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A**.

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

1. 1.2 **Commencement and Contract Term.** The initial term of the contract shall commence upon the execution of the contract and expire on December 31, 2023. 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 each of the next three (3) years ending on December 31, 2023. 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) additional years beyond 2023, 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 be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the previous calendar year.

1.3 **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.

1.4 **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.

1.5 **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.

1.6 **Safety at the Work Site.** 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 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 conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner 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 others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. 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 Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner 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, Owner 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. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner 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 Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

**ARTICLE II  
CHANGES AND DELAYS**

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. No oral modification, amendment, or change shall be allowed to this contract. Any modification,

amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

### ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

#### 3.1 **Inspection: Correction of Defects.**

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner's Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

### ARTICLE IV FINANCIAL ASSURANCES

4.1 **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 attached **Exhibit A.**

### ARTICLE V PAYMENT

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 **Payments.**

A. **Payment**. Invoices shall be submitted to the Village (Owner) by the Contractor and shall be paid within 30-45 days upon receipt of the invoice by the Village (Owner) to the Contractor.

#### 5.4 **Deductions**.

A. **Owner's Right to Withhold**. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner 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 payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner 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 exercise taxes from which Owner 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 Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds**. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner 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 Owner and chargeable to Contractor under this Contract.

## ARTICLE VI DISPUTES AND REMEDIES

### 6.1 **Dispute Resolution Procedure**

A. **Notice of Disputes and Objections**. If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner 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 Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, 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, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) 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.

6.3 **Owner'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 (5) business days after Contractor's receipt of written notice Event of Default, then Owner 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. Owner may require Contractor, within such reasonable time as may be fixed by Owner, 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 and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner 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 Owner in connection therewith.

3. Owner 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. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner 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 Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **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 Owner under Section 1.9 of the Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

7.1 **Binding Effect.** This Contract shall be binding upon Owner 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.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while 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 venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner 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 Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **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 Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **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 or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner 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

Copy to: Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attention: James V. Ferolo

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

Eternally Green Lawncare  
57 Eisenhower South  
Lombard, IL 60148  
Attention: Jim Webb

7.6 **Indemnification.** As a material inducement for the Owner to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Owner, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Owner shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **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.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all laborers, workman, and mechanics performing work under this contract that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills. Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this

Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) (“FOIA”) as follows: the definition of a public record in the FOIA includes a “public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act.” (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor’s actual or alleged violation of the FOIA or Contractor’s failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as

a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **Time**. The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.10 **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.

7.11 **Amendments**. No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

Attest/Witness

By: *Genpala Kaul*

Title: *Executive Secretary*

Attest/Witness:

By: *J. J. Will*

Title: *Vice President*

OWNER:

VILLAGE OF VERNON HILLS

By: *Mark Russell*

Title: *Village Mgr*

CONTRACTOR:

ETERNALLY GREEN LAWCARE

By: *J. Will*

Title: *President*

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF             )     SS

**CONTRACTOR'S CERTIFICATION**

Eternally Green Lawn Care being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 31st day of March, 2021.

Attest/Witness

By: [Signature]

Title: Vice President

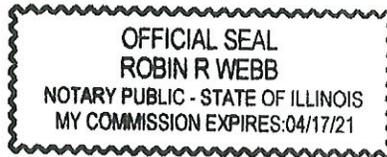
James Webb

By: [Signature]

Title: President

Subscribed and Sworn to  
before me this day 31st  
of March, 2021.

[Signature]  
Notary Public



(SEAL)



**PAYMENT BOND**

The American Institute of Architects, AIA Document No. A312 (December, 1984 Edition). Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Eternally Green Lawn Care, Inc.  
57 Eisenhower South  
Lombard, IL 60148

SURETY (Name and Principal Place of Business):  
Old Republic Surety Company  
445 S. Moorland Road, Suite 200  
Brookfield, WI 53005

OWNER (Name, Address & Representative Name):  
The Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061

**CONSTRUCTION CONTRACT**

Date: 03/16/2021  
Amount: \$11,285.11  
Description (Name and Location): Turf Weed Control & Fertilizer Services for 44 Areas

**BOND**

Date (Not earlier than Construction Contract Date): 04/01/2021  
Amount: \$11,285.11  
Modifications to this Bond:  None  See Page 2

**CONTRACTOR AS PRINCIPAL**

Company: Eternally Green Lawn Care, Inc. (Corporate Seal)

**SURETY**

Company: Old Republic Surety Company (Corporate Seal)

Signature:   
Name and Title: Jim Webb, President

Signature:   
Name and Title: Beth A. Seibert, Attorney-in-fact

(Any additional signatures appear on page 2.)

**(FOR INFORMATION ONLY—Name, Address and Telephone) AGENT or BROKER:**

Keystone Bonding & Surety Agency, LLC  
2600 Commerce Drive  
Harrisburg, PA 17110  
570-473-2714

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed .

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This bond shall only apply to the Construction Contract as it applies to work issued from 4-1-2021 and ending 3/31/2021 . This bond shall not apply to subsequent renewal periods or option years elected that fall outside this time frame unless a renewal certificate has been issued. Neither the non-renewal by the Surety, nor failure or in of the Principal to replace this bond or obtain a renewal shall constitute a loss to the Obligee recoverable under this bond regardless of any language in the Contract to the contrary. The penal sum of this bond shall not be cumulative or aggregate. Under no circumstances shall the Surety's liability exceed the penal sum stated herein

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL  
Company: ETC Mully Green Lawn Care (Corporate Seal)

SURETY  
Company: \_\_\_\_\_

Signature: [Signature]  
Name and Title: Jim Walsh  
Address: 57 Eisenhower South  
Combard IL 60148

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: NEVIN BEYER, BETH A. SEIBERT, LYDIA A. MANTLE, AIMEE R. HORVATH of HARRISBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of March, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6400



Signed and sealed at the City of Brookfield, WI this 1st day of April, 2021.

Karen J. Haffner
Assistant Secretary



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **NEVIN BEYER, BETH A. SEIBERT, LYDIA A. MANTLE, AIMEE R. HORVATH** of HARRISBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of March, 2020.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



72-6400

Signed and sealed at the City of Brookfield, WI this 1st day of April, 2021.

*Karen J. Haffner*  
Assistant Secretary

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

This bond shall only apply to the Construction Contract as it applies to work issued from 04/01/2021 and ending 03/31/2022. This bond shall not apply to subsequent renewal periods or option years elected that fall outside this time frame unless a renewal certificate has been issued. Neither the non-renewal by the Surety, nor failure or in of the Principal to replace this bond or obtain a renewal shall constitute a loss to the Principal. The penal sum of this bond shall not be cumulative or aggregate. Under no circumstances shall the Surety's liability exceed the penal sum stated herein

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: _____ _____ Address: _____ _____ Name and Title: _____ Signature: _____	(Corporate Seal)	SURETY Company: _____ _____ Address: _____ _____ Name and Title: _____ Signature: _____	(Corporate Seal)
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accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

**Property Insurance:**

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional Insureds with regard to liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance with regard to the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor's policy or policies

of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

### **Worker's Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

### **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract.

### **Acceptability of Insurers**

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

### **Certificates of Insurance**

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

## ATTACHMENT A

### DESCRIPTION OF WORK/PROPOSAL

(See Attached)

#### Scope of Work:

The CONTRACTOR shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to apply approved herbicides and insecticides to turf-grass and perform applications of fertilizer to turf 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.

**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.

The CONTRACTOR shall provide the VILLAGE with a contact person that is a Licensed Pesticide Applicator as recognized by the Illinois Department of Agriculture and shall be assigned to supervise and manage all landscape maintenance activities.

**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 DIRECTOR or 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.

**Protection of Utilities.** Pesticide / Fertilizing 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.

**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. Work on Saturdays must be approved by the ENGINEERING LANDSCAPE TECHNICIAN. **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.

**Cleanup and Disposal.** Litter and other debris shall be removed from the work site prior to 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.

**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.

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

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

### **Specific Requirements:**

**Locations and Schedule of Work.** The VILLAGE has designated (44) locations, (approximately 45 acres total) pursuant to this contract. All locations will receive 2 turf broadleaf weed applications and 2 granular fertilizer applications. Some locations, as outlined in the Calendar of Operations (Schedule D), will receive 2 spot treatments of broadleaf weed control in the months of June, July, August, and September.

**Turf Fertilizer- Granular Applications.** Spring pre-emergent applications shall be completed between March 15<sup>th</sup> and April 15<sup>th</sup> Fall applications of fertilizer shall be completed between October 15<sup>th</sup> and November 15<sup>th</sup>

### **Turf Broadleaf / Grub Control Applications.**

Spring treatments of turf shall be completed between May 1<sup>st</sup> and May 21<sup>st</sup>  
Fall treatments of turf shall be completed between August 15<sup>th</sup> and September 15<sup>th</sup>

Spot treatments will be applied in June, July, August, September, and October

Grub treatments will be paid per occurrence. Locations and timing of applications will be determined by the ENGINEERING LANDSCAPE TECHNICIAN. These general schedules are subject to change or modification in the discretion of the ENGINEERING LANDSCAPE TECHNICIAN. These changes may be due to the weather, special VILLAGE events, grass height, or any other reason stated by the ENGINEERING LANDSCAPE TECHNICIAN.

A “Week” for the purposes of this contract is the standard 7-day week– that is Sunday through Saturday. The CONTRACTOR shall follow, as closely as possible, the Calendar of Operations (Attachment D) unless otherwise directed by the ENGINEERING LANDSCAPE TECHNICIAN.

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.

### **Specific Specifications:**

**Turf Spraying and Fertilizer Application Specifications.** All turf spraying and Fertilizer Applications shall consist of the following operations (A-D) and performed to these specifications and as required by the Calendar of Operations (Attachment D). Turf applications shall be paid at the monthly contract unit price for each site and as detailed in ‘Payments’.

- A. Turf Spring & Fall Broadleaf Weed Control Spraying.** Only well maintained spraying equipment shall be used. All applications of weed control shall be made in liquid form. A ride-on turf applicator with controlled droplet applicator heads is to be used in all open areas. Locations not accessible to the ride-on sprayer may be treated using a hand sprayer. **No treatment operations shall take place during inclement weather or in high winds.** All label directions provided by manufacturer shall be followed. Extreme care shall be used when applying any chemical near any body of water. No chemical mixing shall be done on site and shall not be purposely or inadvertently introduced into any body of water on site unless otherwise specified by Owner. The Village shall approve prior to their use all fertilizers and chemicals. The contractor shall submit schedules and product information, including MSDS sheets for all chemicals. All Fertilizer and Chemical applications shall be applied in accordance with manufacturer’s directions for use and in accordance with the Calendar of Operations (Attachment D). All applications shall be made in strict accordance with the Illinois Lawn Care Products Application and Notice Act. All flagging shall be removed no later than seventy-two hours after product application. Prior to each

application, the contractor shall notify the VILLAGE not less than forty-eight hours in advance of all scheduled application activities.

- B. Spot Spraying-** Spot spraying of a broadleaf control herbicide will be used in designated turf areas to control undesired broadleaf weeds (Dandelion, Thistle, Clover, Ground-Ivy, and other broadleaf weeds requested for control). A back-pack sprayer will be used for these applications. Spot spraying shall be completed in strict accordance to the Calendar of Operations (Attachment D).
- C. Turf Fertilization.** Properly fertilized and maintained turf will exhibit uniform growth and uniform green color throughout the growing season. Streaks, stripes, or chemical burn associated with improper application of fertilizer will not be accepted. Turf fertilizer shall be evenly applied at the specified rate using a commercial broadcast type spreader. All turf areas shall receive 2 applications in accordance with the Calendar of Operations (Attachment D) and with the materials specified below.

Turf fertilizer and application rate shall be:

Particle Size: Mid size

Rate: 1.0 lb. N / 1000 SF/APPLICATION (15% IBDU)

1.0 lb. K / 1000 SF/APPLICATION

**Note:** A Pre-emergent fertilizer formulation is desirable for the first application to the turf. CONTRACTOR shall submit the name of the proposed products, supplier and formulation for approval. Per Village ordinance, NO fertilizer containing Phosphorus shall be used.

**Note:** OWNER may adjust Fertilizer formulation at any time to provide proper nutrients to the soil if an OWNER conducted soil analysis determines correction is needed. **Note: Organic fertilizers shall be used**

- D. Licenses.** An individual holding a valid Illinois Pesticide Applicators License shall oversee or perform all fertilizer and/or herbicide applications. All persons applying pesticides shall have and carry a valid Illinois Pesticide Operators License and operate under the direct supervision of said Applicator, and follow all laws relative to this venture.

# BID PROPOSAL

**VILLAGE OF VERNON HILLS  
TURF BROADLEAF WEED APPLICATIONS & GRANULAR FERTILIZER TREATMENTS  
OF VILLAGE PROPERTY 2021-2023**

Company Name: Eternally Green Lawn Care  
Address: 57 Eisenhower South  
Lombard, IL 60148  
Contact Name: Jim Webb  
Contact Email: jwebb@eternallygreen.com Phone #: 815-469-5386

The VILLAGE has designated **Forty-Four (44)** areas, (approximately 45 acres total) for the purpose of landscape maintenance work pursuant to this bid request. The VILLAGE reserves the right to designate which of the 44 areas will be maintained in the years 2021-2023 as it deems to be in its best interest. The amount of landscape maintenance to be performed each year is also conditioned upon the total amount of funds budgeted for landscape maintenance in each fiscal year. The VILLAGE may award bids for some, all, or none of the designated areas. The VILLAGE may award a bid to one contractor for the entire 44 areas, to multiple contractors for one or more areas each, or to no contractors at all.

For the purpose of comparing bids, the amount bid on each separate area will be compared to other bids on that same section and/or through comparison of the total bid for all 44 areas combined. The details of approximate size of each area, street locations, and a color-coded map for locating each specific area for which bids are being requested will be provided upon request (Would be considered ATTACHMENT B).

**BID AMOUNT:**

After becoming familiar with the general conditions, special conditions and the specifications attached hereto, and being fully acquainted with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, tools, equipment and materials necessary to perform and complete the work herein described at the following price:

**NOTE:** Bidders **MUST** fill out detailed worksheet (Attachment C) for bid amount for each area. Bid will not be accepted without a completed worksheet.

Total Bid Amount for Years 2021-2023 is: \$11,285.41 per year

  
Signature  
Jim Webb  
Printed Name

President  
Title  
3/1/2021  
Date

## REFERENCES

The CONTRACTOR shall provide the VILLAGE with a list of at least 3 clients where they have satisfactorily completed similar work in the Chicagoland area in yearly contract amounts in excess of \$10,000 for a two (2) year period. **Failure to complete will result in rejection of bid.**

1. Client Village of Vernon Hills Contact Name Josh Hansen  
Phone # 847-732-3449 Number of Years serviced 4
- 2 Client Burbank Park District Contact Name Bill Olsen  
Phone # 708-599-2070 Number of Years serviced 14
3. Client Mokena Park District Contact Name Jim Van Gennep  
Phone # 708-372-8667 Number of Years serviced 9

**Certificate of Compliance-Bidrigging**

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-1, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Eternally Green Lawn Care THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACT, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

SUBMITTED BY: Eternally Green Lawn Care  
Jim Webb President 815-469-5566  
(Print Name) (Title) (Telephone)  
57 Eisenhower South Lombard IL 60148  
(Address) (City) (State) (Zip)

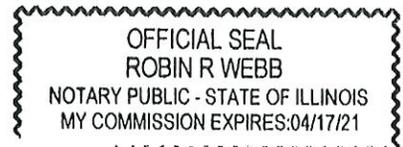
Signature: [Signature] Date: 3/1/2021  
State of Illinois County of DuPage

Signed or attested before me on this 1st day of March, 2021

Robin R. Webb  
(Name of Person)

[Signature]  
(Signature of Notary Public)

SEAL

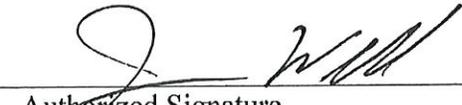


## Coordination of Contractor

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 Eternally Green Lawn Care (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

Jim Webb  
\_\_\_\_\_  
Printed Name

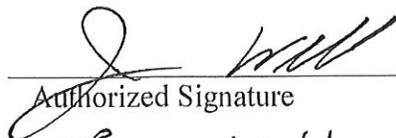
President  
\_\_\_\_\_  
Title

Eternally Green Lawn Care  
\_\_\_\_\_  
Company

March 1, 2021  
\_\_\_\_\_  
Date

## Certification of Substance Abuse Prevention Program

This certifies that Eternally Green Lawn Care (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.

  
Authorized Signature

Jim Webb  
Printed Name

President  
Title

Eternally Green Lawn Care  
Company

MARCH 1, 2021  
Date

**VILLAGE OF VERNON HILLS CONTRACT/PROPOSAL FOR  
TURF BROADLEAF WEED APPLICATIONS & GRANULAR FERTILIZER TREATMENTS  
2021-2023**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Eternally Green Lawn Care, Inc., 57 Eisenhower South, Lombard, IL 60148

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Old Republic Surety Company, 445 S. Moorland Road, Suite 200, Brookfield, WI 53005

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called Surety, are held and firmly bound unto Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, Illinois 60061, as Oblige, hereinafter called Owner, in the full and just sum of 5 Percent of Bid Dollars ( \$ 5% of amount Bid ), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Proposal dated March 5, 2021, to Owner entitled Street Sweeping Program (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

5th

March

Attest/Witness

By: [Handwritten Signature]

Title: Secretary

~~XXXX~~  
Attest/Witness:

By: Albert B. Seibert

Title: Albert B. Seibert

Eternally Green Lawn Care, Inc.

PRINCIPAL

By: [Handwritten Signature]

Title: President

Old Republic Surety Company

SURETY:

By: Beth A. Seibert

Title: Beth A. Seibert, Attorney-in-Fact


**OLD REPUBLIC SURETY COMPANY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **NEVIN BEYER, BETH A. SEIBERT, LYDIA A. MANTLE, AIMEE R. HORVATH** of HARRISBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of March, 2020.

Karen J. Haffner  
Assistant Secretary



**OLD REPUBLIC SURETY COMPANY**  
Alan Pavlic  
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
 Notary Public

My Commission Expires: September 28, 2022  
 (Expiration of notary's commission does not invalidate this instrument)

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6400



Signed and sealed at the City of Brookfield, Wi this 5th day of March, 2021.

Karen J. Haffner  
 Assistant Secretary

## ATTACHMENT C

### Schedule of Unit Prices and Totals Worksheet 2021

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

Location	Applications	Occurences	Unit Price	Extension
1) Village Hall	Organic Fertilizer	2	\$173.39	\$346.78
	Broadleaf Weed	2	\$75.00	\$150.00
	Grub	1	\$60.00	\$60.00
	Spot Spray	2	\$40.00	\$80.00
2) Golf Course Parking Lot	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$40.00	\$80.00
	Spot Spray	2	\$20.00	\$40.00
3) Metra Station	Organic Fertilizer	2	\$175.00	\$350.00
	Broadleaf Weed	2	\$100.00	\$200.00
	Spot Spray	2	\$46.00	\$92.00
4) Police Department	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$30.00	\$60.00
	Grub	1	\$45.00	\$45.00
	Spot Spray	2	\$20.00	\$40.00
5) Communications Center	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$35.50	\$71.00
	Grub	1	\$26.25	\$26.25
	Spot Spray	2	\$15.00	\$30.00
6) Public Works	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$30.00	\$60.00
	Grub	1	\$45.00	\$45.00
	Spot Spray	2	\$20.00	\$40.00
7) Phillip Road Maintenace Building	Organic Fertilizer	2	\$28.00	\$56.00
	Broadleaf Weed	2	\$15.00	\$30.00
	Spot Spray	2	\$15.00	\$30.00
8) Deerpath Medians	Organic Fertilizer	2	\$25.00	\$50.00
	Broadleaf Weed	2	\$15.00	\$30.00
	Spot Spray	2	\$15.00	\$30.00

9) Rt. 60 Monument & Islands	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$40.00	\$80.00
	Spot Spray	2	\$30.00	\$60.00
10) Rt. 21 Medians	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$30.00	\$60.00
	Spot Spray	2	\$20.00	\$40.00
11) Fairway Dr. Medians & R.O.W.	Organic Fertilizer	2	\$140.00	\$280.00
	Broadleaf Weed	2	\$100.00	\$200.00
	Spot Spray	2	\$50.00	\$100.00
12) Sullivan Dr.	Organic Fertilizer	2	\$350.00	\$700.00
	Broadleaf Weed	2	\$180.00	\$360.00
	Spot Spray	2	\$120.00	\$240.00
13) Lakeview Islands	Organic Fertilizer	2	\$10.00	\$20.00
	Broadleaf Weed	2	\$5.00	\$10.00
	Spot Spray	2	\$5.00	\$10.00
14) Grosse Pointe Monuments & Islands	Organic Fertilizer	2	\$19.50	\$39.00
	Broadleaf Weed	2	\$10.50	\$21.00
	Spot Spray	2	\$7.00	\$14.00
15) Sugar Creek Monuments & Islands	Organic Fertilizer	2	\$20.00	\$40.00
	Broadleaf Weed	2	\$10.00	\$20.00
	Spot Spray	2	\$10.00	\$20.00
16) River Grove Ent. & Cul-de-Sac Island	Organic Fertilizer	2	\$5.00	\$10.00
	Broadleaf Weed	2	\$3.00	\$6.00
	Spot Spray	2	\$3.00	\$6.00
17) Southgate Cul-de-sac	Organic Fertilizer	2	\$20.00	\$40.00
	Broadleaf Weed	2	\$10.00	\$20.00
	Spot Spray	2	\$5.00	\$10.00
18) Evergreen Dr. & Camden Detension Basin	Organic Fertilizer	2	\$92.93	\$185.86
	Broadleaf Weed	2	\$50.00	\$100.00
19) Chesterfield Dr.	Organic Fertilizer	2	\$15.00	\$30.00
	Broadleaf Weed	2	\$10.00	\$20.00
20) Cherry Valley Alley	Organic Fertilizer	2	\$15.00	\$30.00
	Broadleaf Weed	2	\$10.00	\$20.00

21) Cherry Valley Detension Basin	Organic Fertilizer	2	\$75.00	\$150.00
	Broadleaf Weed	2	\$40.00	\$80.00
22) Oakwood Rd (West Parkway)	Organic Fertilizer	2	\$28.00	\$56.00
	Broadleaf Weed	2	\$15.00	\$30.00
23) Oakwood Rd. & Westmoreland Dr.	Organic Fertilizer	2	\$12.50	\$25.00
	Broadleaf Weed	2	\$5.00	\$10.00
24) Williams Way Pkwy & Detension Basin	Organic Fertilizer	2	\$60.25	\$120.50
	Broadleaf Weed	2	\$40.00	\$80.00
25) Tennis Lane	Organic Fertilizer	2	\$30.00	\$60.00
	Broadleaf Weed	2	\$15.00	\$30.00
26) Royal Oak Dr.	Organic Fertilizer	2	\$11.25	\$22.50
	Broadleaf Weed	2	\$6.00	\$12.00
27) Rt. 83 & Westmoreland Dr.	Organic Fertilizer	2	\$40.00	\$80.00
	Broadleaf Weed	2	\$21.00	\$42.00
28) Rt. 83 R.O.W.(Northfield Dr. to G.P. Blvd.)	Organic Fertilizer	2	\$70.00	\$140.00
	Broadleaf Weed	2	\$36.00	\$72.00
29) Southfield Dr. & Detension Basin	Organic Fertilizer	2	\$67.50	\$135.00
	Broadleaf Weed	2	\$36.00	\$72.00
30) Grosse Pointe Blvd.	Organic Fertilizer	2	\$8.00	\$16.00
	Broadleaf Weed	2	\$4.00	\$8.00
31) Route 45 & Grosse Pointe Blvd.	Organic Fertilizer	2	\$22.50	\$45.00
	Broadleaf Weed	2	\$12.00	\$24.00
32) Route 45 & Sullivan Dr.	Organic Fertilizer	2	\$8.00	\$16.00
	Broadleaf Weed	2	\$4.00	\$8.00
33) Route 45 & Deerpath Dr.	Organic Fertilizer	2	\$8.00	\$16.00
	Broadleaf Weed	2	\$4.00	\$8.00
34) Centennial Crossing Detension Basin	Organic Fertilizer	2	\$243.00	\$486.00
	Broadleaf Weed	2	\$115.00	\$230.00
	Spot Spray	2	\$80.00	\$160.00

35) Route 45 and Buffalo Grove Rd.	Organic Fertilizer	2	\$45.00	\$90.00
	Broadleaf Weed	2	\$24.00	\$48.00
36) Port Clinton @ Route 45	Organic Fertilizer	2	\$35.00	\$70.00
	Broadleaf Weed	2	\$15.00	\$30.00
37) White Barn Rd. & Old Creek Rd.	Organic Fertilizer	2	\$8.00	\$16.00
	Broadleaf Weed	2	\$4.00	\$8.00
38) Lakeview Entrance Gate	Organic Fertilizer	2	\$42.00	\$84.00
	Broadleaf Weed	2	\$22.50	\$45.00
39) Center Dr. Islands	Organic Fertilizer	2	\$3.50	\$7.00
	Broadleaf Weed	2	\$2.00	\$4.00
	Spot Spray	2	\$2.00	\$4.00
40) Lakeview Parkway	Organic Fertilizer	2	\$225.00	\$450.00
	Broadleaf Weed	2	\$100.00	\$200.00
	Spot Spray	2	\$66.00	\$132.00
41) 100 Foot Strip	Organic Fertilizer	2	\$297.50	\$595.00
	Broadleaf Weed	2	\$159.00	\$318.00
42) End of Abbey Lane	Organic Fertilizer	2	\$4.50	\$9.00
	Broadleaf Weed	2	\$2.00	\$4.00
43) Bay Tree Lot	Organic Fertilizer	2	\$20.00	\$40.00
	Broadleaf Weed	2	\$11.00	\$22.00
44) Memorial Arbortheater	Organic Fertilizer	2	\$262.26	\$524.52
* Backpack spot spray location only	Grub	1	\$225.00	\$225.00
* No ride-on spray units	Spot Spray	4	\$100.00	\$400.00

Total Amount for Years 2021-2023

\$ 11,285.41

Authorized Signature



Date Signed

March 1, 2021



## Business Information Summary

**Business Name:** Eternally Green Lawn Care, Inc.  
**Doing Business As:** Eternally Green Lawn Care, Inc.  
**Address:** 9418 Corsair Road, Unit C  
 Frankfort, IL 60423  
  
 57 Eisenhower South Lane  
 Lombard, IL 60148  
**(Mailing address)** : SAME  
**Years in Business** : 20 Years  
**Tax ID #** : 54-2124380  
**Work Telephone #** : 815-469-5566  
**Cellular Phone #** : 708-717-5566 (Jim Webb)  
**Insurance Co.** : Olsick & Company Insurance Agency  
**Policy #** : 32808 / 21415  
**Exp. Date** : May 29, 2021

**Is Company Incorporated:** Yes  No   
**State of Incorporation:** Illinois  
**Total Number of Employees:** 36  
**Number of Lawn Crews:** 19

**Truck Summary:** Trucks outfitted with spray tanks, push spreaders, mowers, edgers, and blowers

- 3 – 1999, 2008 & 2015 Ford Commercial F450 Dump Trucks
- 1 – 2001 Ford Pickup Truck
- 3 – 2005 & 2006 Dodge Sprinter Vans
- 1 – 2006 Chevy 2500 Pickup Truck
- 1 – 2007 Chevy 2500 Pickup Truck
- 2 – 2011 Chevy 2500 Pickup Truck
- 1 – 2012 Chevy 2500 Pickup Truck
- 2 – 2014 Chevy 2500 Pickup Truck
- 2 – 2015 Chevy 2500 Pickup Truck
- 2 – 2017 Chevy 2500 Pickup Truck
- 1 – 2018 Chevy 2500 Pickup Truck
- 2 – 2019 Chevy 2500 Pickup Truck

**Heavy Equipment Summary:**

- 5 – Z-Max Commercial Sprayers
- 16 – Permagreen Ride-on Spreaders
- 2 – Snowrator Snow and Lawn Care Machine
- 9 – Ryan aerators
- 2 – Z-Plugger Commercial Aerator
- 1 – Small Boat for Pond Work

## ATTACHMENT B

### DESCRIPTION OF WORK SITES/LOCATIONS

**Turf Spraying and Fertilization Locations** shall be applied according to the Calendar of Operations (Attachment D), written Specific Requirements, and additional instructions as described below.

**1) Vernon Hills Village Hall (2 acres)**

Area is bounded by the Evergreen Drive on the East, Route 45 and Indian Creek R.O.W. on the North; the rear properties of 180, 181, and 191 Southgate on West, and Tally Ho Drive and the property lines of 310 and 322 Tally Ho Drive on the South. This area includes the grounds around Larry Laschen Center\*\*, the lawn areas adjacent to the parking lots and driveways, the landscaped areas adjacent to the tennis courts and the parkway, sidewalk, and grounds along Tally Ho and Evergreen Drive.

**2) Vernon Hills Golf Course Parking Lot (1 acre)**

GPS Coordinates- 42.221753,-87.970282

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.

**3) Vernon Hills Metra Station Complex (2800 Sq. feet) + (2.3 acres)** –Located at 75 East Route 45, which is across from Ranney Ave. The Metra station complex includes the main parking lot, the train station and the warming shelter, auxiliary parking lot and the adjacent landscape areas. The new areas are approximately 2.3 acres.

**4) Vernon Hills Police Department (1 acre)**

Located at the corner of Phillip Road and Lakeview Parkway. The North and East limits are from the back of curb along Phillip Road and Lakeview Parkway. The bike path is the border along the South and West sides.

**5) 740 Lakeview - Police Department – Communications Center (0.75 acres).** Building is directly south of the Police Department building.

6) **Public Works Facility- 490 Greenleaf Dr. (1 acre).** Located at the N.E corner of Greenleaf Dr. and Butterfield Rd.

7) **Phillip Road Building (7 Phillip Dr.) (1/2 acre)**

GPS Coordinates- 42.238038,-87.961546

8) **Deerpath Drive (4) Median Islands (.4 acre)** 4 median islands located on Deerpath Drive South of Route 60

GPS Coordinates- 42.237755,-87.964509

9) **Route 60 Median Islands and Entrance Sign (1 acre)**

GPS Coordinates- 42.240483,-87.960936

Located on Route 60 from East of Milwaukee Ave to island just west of Deerpath Drive.

10) **Route 21 Median Islands ( 1 acre)-** 3 median islands located north of route 60 and 2 median islands located South of Route 60

GPS Coordinates- 42.236641,-87.943918

11) **Fairway Drive Medians and R.O.W. (2.5 acres)**

Located South of Cougar Way & Memorial Drive south 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.

GPS Coordinates- 42.216101,-87.955318

12) **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.

GPS Coordinates- 42.226628,-87.964050

**13) Lakeview Islands- (2500 sqft).** 3 islands located North of Hawthorn Dr. extending North of Center Dr.

GPS Coordinates- 42.244002,-87.959056

**14) Grosse Pointe Monuments and Cul-de-Sac Islands-(14,500 sqft)**

GPS Coordinates- 42.231920,-87.986187

Spray the turf on the cul-de-sac islands located at 84-96 Royal Oak Drive; 13-31 St. Clair Lane; 164-172 Southfield Drive; 51-67 Southfield Drive; Marquette Court; Monteith Court; Napier Court, Hunter Court; 330-342 North Fiore Pkwy.

**15) Sugar Creek Entrance Monuments and Islands (3000sqft)-**

GPS Coordinates- 42.204621,-87.960155

Includes 2 monuments and 2 islands within the subdivision

**16) River Grove Entrance and Cul-de-Sac Island ( 1000sqft)**

GPS Coordinates- 42.210879,-87.953878

Spray / fertilize the entrance area @ Buffalo Grove Rd. and the Cul-de-sac Island at the end of the street.

**17) Southgate Cul-de-Sac Island (3600sqft)-**

GPS Coordinates- 42.222120,-87.973930

Island located at the north end of Southgate Dr.

**18) Evergreen Drive and Camden Place Detention Basin(1.5 acres)**

GPS Coordinates – 42.219749,-87.972267

Area is located at the northwest corner of Evergreen Drive and Camden Place. Both parkways are included with the detention basin.

**19) Chesterfield Drive (5700 Sq. Feet)**

GPS Coordinates- 42.217127,-87.970840

Spray the parkway and area adjacent to the golf course fence between 505 Chesterfield Drive and 515 Chesterfield Drive.

**20) Cherry Valley Alley (4300 Sq. feet)**

GPS Coordinates- 42.220365,-87.974620

Grass strip adjacent to stockade fence behind residential properties on the west side of Southgate Drive, north of Camden Place. Spray grass strip on west side just north of Camden, approximately 30 feet in length.

**21) Cherry Valley Detention Basin (1.0 acres)**

GPS Coordinates- 42.221029,-87.980365

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.

**22) Oakwood Road (west parkway) (0.5 acres)**

GPS Coordinates- 42.227440,-87.979433

The spraying limits are from the Park District north property line (south limit) north to Street Light Pole #758.

**23) Oakwood Road and Westmoreland Drive Intersection Green Space (6500 Sq. Feet)**

GPS Coordinates- 42.219384,-87.979494

From the back of curb of Westmoreland Drive to the fence line (South limit) and from the East and West property lines.

**24) Williams Way Parkway and Detention Basin (1.0 acre)**

GPS Coordinates- 42.224471,-87.980550

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.

**25) Tennis Lane (0.5 acre)**

GPS Coordinates- 42.223178,-87.988383

West side of Tennis Lane from Royal Oak Drive south to Cherry Valley R.O.W.  
From back of curb to ditch line (approx. 15 feet).

**26) Royal Oak Drive (0.2 acre)**

GPS Coordinates- 42.224402,-87.988978

Spray 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 east to the Tennis Lane R.O.W.

**27)Route 83 and Westmoreland Drive (.7 acre)**

GPS Coordinates- 42.219500,-87.992358

Areas to be sprayed are as follows. North side of Westmoreland Drive (610' in length x 25' wide ), south side of Westmoreland Drive (475' in length x 25' wide ), and southeast corner of Westmoreland Drive and Route 83 and southward on Route 83, approximately 150'. Spray back to the Entrance Sign on the Southeast corner. Also spray the area on the North side of the Westmoreland Drive East of Thorn Grove Drive to the East edge of the Power Lines ROW.

**28)Route 83 R.O.W. from Northfield Drive to Grosse Pointe Blvd. (1.2 acres)**

GPS Coordinates- 42.227770,-87.994064

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. Spray 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.

**29) Southfield Drive Parkway and Detention Basin (1.2 acres)**

GPS Coordinates- 42.233662,-87.992641

Spray the detention basin area located behind 212-232 Southfield Drive at the intersection of Southfield Drive and Dearborn Lane. Spray the parkway along Southfield Drive between 200 and 212 Southfield Drive.

**30)Grosse Pointe Boulevard (0.1 acre)**

GPS Coordinates- 42.230431,-87.988735

Spray north side of Grosse Point Blvd. between Hunter Court and Southfield Drive beneath the Com. Ed. Power lines. Spray the parkway and 10 feet North of the sidewalk.

**31)Route 45 and Grosse Pointe Blvd. (.4 acre)**

Area to be sprayed 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.

**32) Route 45 and Sullivan Drive (5500 Sq. Feet)**

GPS Coordinates- 42.226807,-87.975031

Area to be sprayed 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 spray one pass approx. 3-4 feet wide on each side of the sidewalk going West from Sullivan Drive.

**33) Route 45 and Deerpath Drive (4750 Sq. feet)**

GPS Coordinates- 42.220443,-87.966837

Located on the Northwest corner of the intersection, spray the hill from Deerpath Drive to near the end of the fence line. Spray 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).

**34)Centennial Crossing Detention Basin (3.6 acres)**

GPS Coordinates- 42.214026,-87.956177

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

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

GPS Coordinates- 42.211575,-87.954289

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.

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

GPS Coordinates- 42.204351,-87.940123

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

**37) White Barn Road and Old Creek Road (0.10 acre)**

GPS Coordinates- 42.219062,-87.959066

Grass area at the end of White Barn Road just east of Old Creek Road.

**38) Lakeview Entrance Gate and Roadway (0.75 acre)**

GPS Coordinates- 42.253256,-87.957255

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

**39) Center Drive Lakeview Drive east to Ring Road (40 sq.ft.)**

GPS Coordinates- 42.244002,-87.959056

Median area at the Lakeview and Center intersection.

**40) Lakeview Parkway - east side (3.3 acres)**

GPS Coordinates- 42.246965,-87.959533

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).

**41) 100 foot strip east of Public Works facility (5.3 acres)**

GPS Coordinates- 42.250497,-87.967821

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.

**42) End of Abbey Ln. – Green space located at the dead end. (1000sqft).**

GPS Coordinates- 42.233600,-87.973397

**43) Bay Tree Lot (1/3 acre). Located across from 329 Bay Tree Circle.** Refer to map for detailed description

**44) Memorial Arboretheater- 50 Memorial Dr. GPS Coordinates- 42.248763,-87.956500**

**\*\*\* 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.**