

**VILLAGE OF VERNON HILLS
ORDINANCE 2021-039**

**AN ORDINANCE AWARDING THE 2021-2023 GENERAL MOWING OF
VILLAGE PROPERTY BID AND MULTI-YEAR CONTRACT TO FLECK'S
LANDSCAPING FOR AN AMOUNT NOT TO EXCEED \$95,630**

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

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

WHEREAS, to do so efficiently and effectively, the Village contracts general mowing services for 40 locations throughout the Village; and

WHEREAS, the Village received a total of two (2) sealed bids on March 10, 2021 for said mowing services; at which time they were publicly opened; and

WHEREAS, Flecks Landscaping provided the lowest qualifying bid for the 2021-2023 General Mowing of Village Property with a base price of \$85,630; and

WHEREAS, the Village will have a contingency of \$10,000 available within the FY2022 budget account (0102047-520600) for additional expenses beyond the base bid; 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.

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 awarding the 2021-2023 General Mowing of Village Property contract to Flecks Landscaping.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Flecks Landscaping for an amount not to exceed \$95,630 within the 2022 Fiscal Year for the General Mowing of Village Property contract.

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 2021-039.

Dated the 7th of April, 2021

Adopted by roll call votes as follows:

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne, Village President

PASSED: 04/07/2021
APPROVED: 04/07/2021
ATTEST: 04/07/2021


Mark Fleischhauer, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-039

AN ORDINANCE AWARDED THE 2021-2023 GENERAL MOWING OF VILLAGE
PROPERTY BID AND MULTI-YEAR CONTRACT TO FLECK'S LANDSCAPING FOR AN
AMOUNT NOT TO EXCEED \$95,630

THE 7th DAY OF APRIL 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
7th Day of April, 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 APRIL 7, 2021, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2021-039 AN ORDINANCE AWARDDING THE 2021-2023 GENERAL MOWING OF VILLAGE PROPERTY BID AND MULTI-YEAR CONTRACT TO FLECK'S LANDSCAPING FOR AN AMOUNT NOT TO EXCEED \$95,630

THE PAMPHLET FOR ORDINANCE NO. 2021-039 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED APRIL 7, 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 14th DAY OF APRIL 2021.



Mark Fleischhauer
Village Clerk

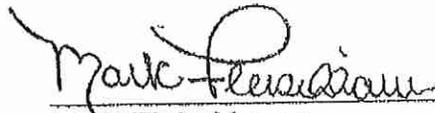
SEAL



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. 2021-039 AN ORDINANCE AWARDDING THE 2021-2023 GENERAL MOWING OF VILLAGE PROPERTY BID AND MULTI-YEAR CONTRACT TO FLECK'S LANDSCAPING FOR AN AMOUNT NOT TO EXCEED \$95,630 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM APRIL 7, 2021 TO APRIL 14, 2021.



Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 7th DAY OF APRIL 2021



Notary Public



**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
FLECK'S LANDSCAPING**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Owner"), and Fleck's Landscaping ("Contractor"), make this Contract as of the 6th day of April 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.

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

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:

Fleck's Landscaping
222 Industrial Lane
Wheeling, IL 60090

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: *Stephan Konef*

Title: *Executive Secretary*

Attest/Witness:

By: *[Signature]*

Title: OWNER

OWNER:

VILLAGE OF VERNON HILLS

By: *Paul Fuschlain*

Title: *Village Mgr.*

CONTRACTOR:

FLECK'S LANDSCAPING

By: *[Signature]*

Title: ACCOUNT REPRESENTATIVE

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

CONTRACTOR'S CERTIFICATION

JIM TAIT, 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 22ND day of MARCH, 2021.

Attest/Witness

By: [Signature]

Title: OWNER

By: [Signature]

Title: ACCOUNT REPRESENTATIVE

Subscribed and Sworn to
before me this day 22nd
of MARCH, 2021.

[Signature]

Notary Public

(SEAL)



**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 attachments)

SCOPE OF SERVICES

The CONTRACTOR shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to mow turf-grass and perform other landscape maintenance tasks in certain specified areas as specified in the 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 AND GROUNDS CREW LEADER or their authorized representatives (hereinafter "ENGINEERING AND GROUNDS CREW LEADER") 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.

GENERAL REQUIREMENTS

ADMINISTRATION AND ADDITIONAL WORK

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

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 & GROUNDS CREW LEADER. 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.

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 & GROUNDS CREW LEADER 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

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

LOCATIONS AND SCHEDULE OF WORK

The VILLAGE has designated Thirty-Seven (37) Lawn and Landscape Maintenance areas and three (3) Field Mowing and Other Work areas for the purpose of landscape maintenance pursuant to this contract.

Each location SHALL be mowed according to the Calendar of Operations (ATTACHMENT D), ideally being mowed on the same day of the week each time. If in the event that a site has not been mowed in 10 calendar days during that part of the year when weekly mowing is required, then it shall be determined that a weekly mowing has been missed and the CONTRACTOR shall not invoice the VILLAGE for that occurrence. Mowing shall begin when the grass is actively growing in **April** and continue through the **3rd-4th calendar week of November** or as directed by the ENGINEERING & GROUNDS CREW LEADER.

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

Mow once each calendar week starting when the grass is actively growing in the month of **April** through the **3rd- 4th calendar week of November**. (Approximately **31-32** weeks).

During dry periods, the ENGINEERING & GROUNDS CREWLEADER has the Authority to cancel weekly mowing and begin a bi-weekly mowing schedule.

These general schedules are subject to change or modification in the discretion of the ENGINEERING & GROUNDS CREWLEADER. These changes may be due to the weather, special VILLAGE events, grass height, or any other reason stated by the ENGINEERING & GROUNDS CREW LEADER, or for no reason. Any additional mowing of any or all areas will be compensated at the designated contract unit price for that area and added to the monthly payment for that month. Conversely if less mowing is performed then the schedule above contemplates the monthly bill will be reduced by the amount normally paid for the un-mowed sections. A "Calendar Week" for the purposes of this contract is the standard 7-day week as reflected in a standard monthly box calendar – that is Sunday through Saturday. For example in the language used above the 3rd calendar week of April would be the third row of the standard box layout calendar for the month of April. For purposes of the weekly or every other week mowing schedules a

week that contains days from two different months will be considered one week. (i.e. the specified areas need not be mowed 2x within one Sunday-Saturday cycle due to a changeover from one month to the next) Furthermore while the use of the term calendar week does provide some scheduling flexibility to the CONTRACTOR it is anticipated by the VILLAGE that the required mowing will be conducted as close to every 7 actual days (or 14 days for the every other week portion) as possible. Frequent delays of 12-13 days between mowing or mowing a section only 3-4 days apart will be grounds for terminating the contract in the discretion of the VILLAGE.

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

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

CONCURRENT OPERATIONS

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

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

WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of **7:00 AM and 7:30 PM** Monday through Friday and between 8:30 AM and 5:00 PM on Saturday. **PER VILLAGE ORDINANCE NO WORK SHALL BEGIN BEFORE 7:00 AM.** NO WORK SHALL BE PERMITTED ON SUNDAY OR A LEGAL HOLIDAY. Work during other hours will be allowed only on an emergency basis and as authorized by the VILLAGE MANAGER.

CLEANUP AND DISPOSAL

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

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.

SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

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

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

B. Removal of Subcontractors and Suppliers.

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

LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

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

B. ACCIDENT NOTIFICATION

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

C. REPAIRS AND RESTORATION

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

RECORDKEEPING AND WORK REPORTS

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

EQUIPMENT

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

EQUIPMENT STORAGE

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

SPECIFIC REQUIREMENTS

SPECIFIC MAINTENANCE SPECIFICATIONS

- A. Grass shall be mowed to a height of 2-1/2" - 3". **Grass shall be mowed in such a way as to prevent leaving clumps.** In the fall, the grass shall be cut in a manner that avoids concentrating leaves in one area or in piles.
- B. Mowing equipment shall be employed to encourage grass clipping recycling.
- C. Mow to within six (6) inches of fence line where possible.
- D. Grass clippings shall be removed from street and/or sidewalk adjacent to mowing site at the conclusion of the mowing operations at that specific area.
- E. **Line Trimming.** String Trimmers shall be used around all street light poles, trees and planting areas, utility boxes and curb and fence lines and any area not accessible with mowers. Special care shall be taken to protect tree trunks from damage due to lawn mowers and string trimmers. Special care shall also be taken to prevent 'Scalping' or cutting of the grass below 2 ½ inches while using string trimmers. This procedure shall be considered incidental to the mowing operation and no additional compensation shall be paid.
- F. **Sidewalk and Curb Edging.** Sidewalks shall be edged once a month according to the Calendar of Operations (Attachment D) for every area that is designated for sidewalk edging. Sidewalks shall be edged to a depth of ½ inch below the surface of the sidewalk using a Sidewalk Edger with a rotating metal blade. Use of String Trimmers shall NOT be considered appropriate equipment to edge sidewalks. Where applicable, the back side of curbs shall be edged to prevent grass from growing over the top of the curb. All dirt and debris shall be swept or blown back into the turf area at the conclusion of the operations. This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.
- G. **Cultivation.** Some areas require cultivation of the mulched areas of the site. Mulch shall be turned to disturb the surface and prevent "matting" and then raked smooth. Care shall be taken to prevent build up of mulch near the trunks of trees and plants. Mulch shall be free of weeds prior to cultivation. Cultivation shall be done once each month during the mowing season according to the Calendar of Operations (Attachment D). This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.

H. Manual Weeding. Areas that require manual weeding include: all planting beds, tree rings, mulched areas and non-turf areas. These areas shall have any obvious weeds pulled from the ground on the same day as the turf mowing is performed. Manual weeding shall be performed in such a manner as to remove as much of the weed's root system as possible and not solely the top growth. This item shall be considered incidental to the mowing operation in areas where it is required and no additional compensation shall be paid.

I. Post-emergent Nonselective Herbicide Applications. No dates for application are shown on the Calendar of Operations (Attachment D). Applications shall be scheduled by Contractor based on seasonal conditions and weed populations. No applications shall be made near perennial beds where drift may cause damage to non-target plants. Applications may be made to compliment the manual weeding operations but not as a substitute.

Material shall be as follows: Roundup Pro or equivalent

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

K. Tree Ring and Planting Bed Edging and Mulching. Where required CONTRACTOR will edge cut rings around all trees and planting beds within the designated area. The tree ring/ planting bed edge will have a depth of 3 inches and will be covered with mulch. Excavated material and debris **SHALL** be **hauled away** at the contractor's expense and not placed on top of the existing tree ring. Any weeds shall be manually removed prior to the placement of the mulch. This work will be paid at the contract unit price per occurrence for each site.

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

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

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

PRECAUTIONS

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

SAFETY REQUIREMENTS

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

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

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

PUBLIC RELATIONS

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

BID PROPOSAL

VILLAGE OF VERNON HILLS GENERAL MOWING OF VILLAGE PROPERTY 2021-2023

Company Name: FLECK'S LANDSCAPING

Address: 222 INDUSTRIAL LANE
WHEELING, IL 60090

Contact Name: JIM TAIT

Contact Email: jim@flecksawn.com Phone #: 847-588-2100

The VILLAGE has designated **Forty (40)** areas for the purpose of landscape maintenance work pursuant to this bid request. The VILLAGE reserves the right to designate which of the 40 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 40 areas, to multiple contractors for one or more areas each, or to no contractors at all.

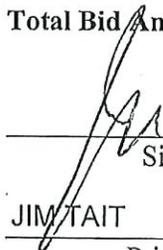
For the purpose of comparing bids, the amount bid on each separate area will be compared to other bids on that same section and/or through comparison of the total bid for all 40 areas combined. The details of approximate size of each area, street locations, and a color-coded map for locating each specific 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: \$ 85,630 per year



Signature
JIM TAIT
Printed Name

ACCOUNT REPRESENTATIVE

Title
3/10/21
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 SEE ATTACHED Contact Name _____
Phone # _____ Number of Years serviced _____
- 2 Client _____ Contact Name _____
Phone # _____ Number of Years serviced _____
3. Client _____ Contact Name _____
Phone # _____ Number of Years serviced _____

VILLAGE OF VERNON HILLS
GENERAL MOWING OF VILLAGE PROPERTY 2021-2023

ACKNOWLEDGEMENT OF ITEMS OF IMPORTANCE AND
EXPECTATIONS OF THE BIDDER/CONTRACTOR

Safety

Please pay close attention to the requirements in the contract for traffic control and worker safety. Approved safety cones & safety vests will be required at all times while conducting work on village sites. At some locations, an electronic arrow board will be required.

Mowing

Grass catchers shall be used when mowers are near roadways or pedestrian walks. Discharging grass clippings into roadways is not allowed.

Driving from site to site on riding mowers is prohibited. Contractor must use their truck & trailer while in travel.

Litter shall be picked up before mowing begins. Please do not mow over litter.

Leaving clumps of grass on turf during mowing is prohibited. Bagging or blowing clippings will be required to prevent accumulated of grass clippings.

Mulching & Edging

Every site will require topdressing of 2-3" quality, shredded hardwood mulch. The contractor will supply mulch to every site. Mulching shall be completed by the contractor prior to July 1st. Edging will be required 2 times per year at sites outlined in Attachment A and C.

Specialty Work

Location #4 Cherry Valley Detention – Contractor will be responsible for cleaning trench from debris and turf overgrowth 4 times per season

Location #5 Oakwood Rd- Hedge row along sidewalk shall be trimmed back 2 times per season

Location #12 Southfield Dr. Detention – Contractor will be responsible for cleaning storm water outlets twice per season

Location #21 Lakeview Gate & Roadway- Line of shrubs along roadway on north side shall be trimmed back 2 times per season

Location #26 Golf Course Lot- Hedge row along north side shall be trimmed once per season. Note: This is a tall hedge row that requires a ladder and stick trimmer.

Locations 26-37 & 40- These sites require a spring and fall clean-up. Site #40 will require one additional fall clean-up.

Site Locations

Site locations and descriptions are located in Attachment (A). GPS coordinates are provided in each description to assist with navigation. Maps will be provided upon request.

Questions or Concerns? Please contact Josh Hansen at 847-732-3449 (cell) or 847-918-3591 (desk)

Email: joshh@vhills.org

This certifies that the **BIDDER/CONTRACTOR** FLECK'S LANDSCAPING

(Company Name) has reviewed and understands these written terms and expectations:



Authorized Signature
JIM TAIT

Printed Name

ACCOUNT REPRESENTATIVE

Title
3/10/21

Date

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 FLECK'S LANDSCAPING (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



Authorized Signature

JIM TAIT

Printed Name

ACCOUNT REPRESENTATIVE

Title

FLECK'S LANDSCAPING

Company

3/10/21

Date

Certification of Substance Abuse Prevention Program

This certifies that FLECK'S LANDSCAPING (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.



Authorized Signature

JIM TAIT

Printed Name

ACCOUNT REPRESENTATIVE

Title

FLECK'S LANDSCAPING

Company

3/10/21

Date

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 FLECK'S LANDSCAPING 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: FLECK'S LANDSCAPING

(Firm)

<u>JIM TAIT</u>	<u>ACCOUNT REPRESENTATIVE</u>	<u>847-588-2100</u>
(Print Name)	(Title)	(Telephone)
<u>222 INDUSTRIAL LANE</u>	<u>WHEELING</u>	<u>IL 60090</u>
(Address)	(City)	(State) (Zip)

Signature: *JT* Date: 3/10/21

State of ILLINOIS County of COOK

Signed or attested before me on this 18TH day of FEBRUARY, 2021

Doug Fleck
(Name of Person)

[Signature]
(Signature of Notary Public)

SEAL



ATTACHMENT C

Schedule of Unit Prices and Totals Worksheet

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

Complete Table as Indicated

Proposed Mowing Contract

Area No.	Description	Item	Unit	Occurrences	Unit Price	Extension
1	Evergreen Dr. and Camden Detention	Mowing and Trimming	Month	8	\$ <u>215</u>	\$ <u>1720</u>
		Edge	Each	2	\$ <u>44</u>	\$ <u>88</u>
		Mulch	Each	1	\$ <u>50</u>	\$ <u>50</u>
2	Chesterfield	Mowing and Trimming	Month	8	\$ <u>19</u>	\$ <u>152</u>
3	Cherry Valley Alley	Mowing and Trimming	Month	8	\$ <u>14</u>	\$ <u>112</u>
4	Cherry Valley Detention	Mowing and Trimming	Month	8	\$ <u>144</u>	\$ <u>1152</u>
		Edge	Each	2	\$ <u>24</u>	\$ <u>48</u>
		Mulch	Each	1	\$ <u>28</u>	\$ <u>28</u>
		Clean out trench	Each	4	\$ <u>3</u>	\$ <u>12</u>
5	Oakwood Rd.	Mowing and Trimming	Month	8	\$ <u>72</u>	\$ <u>576</u>
		Trimming Bushes	Each	2	\$ <u>27</u>	\$ <u>54</u>
6	Oakwood Rd. & Westmoreland	Mowing and Trimming	Month	8	\$ <u>21</u>	\$ <u>168</u>
		Edge	Each	2	\$ <u>28</u>	\$ <u>56</u>
		Mulch	Each	1	\$ <u>30</u>	\$ <u>30</u>
7	Williams Way Detention	Mowing and Trimming	Month	8	\$ <u>144</u>	\$ <u>1152</u>
		Edge	Each	2	\$ <u>56</u>	\$ <u>112</u>
		Mulch	Each	1	\$ <u>61</u>	\$ <u>61</u>
8	Tennis Lane	Mowing and Trimming	Month	8	\$ <u>72</u>	\$ <u>576</u>
9	Royal Oak Dr.	Mowing and Trimming	Month	8	\$ <u>29</u>	\$ <u>232</u>

10	Rt. 83 and Westmoreland	Mowing and Trimming	Month	8	\$ 100	\$ 800
11	Rt. 83 ROW	Mowing and Trimming	Month	8	\$ 172	\$ 1376
12	Southfield Dr. Detention	Mowing and Trimming	Month	8	\$ 172	\$ 1376
		Edge	Each	2	\$ 64	\$ 128
		Mulch	Each	1	\$ 69	\$ 69
		Cleaning of outlets	Each	2	\$ 5	\$ 10
13	Grosse Pointe Blvd. N. Side	Mowing and Trimming	Month	8	\$ 14	\$ 112
14	Rt. 45 and Grosse Pointe	Mowing and Trimming	Month	8	\$ 57	\$ 456
15	Rt. 45 and Sullivan	Mowing and Trimming	Month	8	\$ 18	\$ 144
16	Rt. 45 and Deerpath	Mowing and Trimming	Month	8	\$ 16	\$ 128
		Edge	Each	2	\$ 24	\$ 48
		Mulch	Each	1	\$ 28	\$ 28
17	Centennial Crossing Detention	Mowing and Trimming	Month	8	\$ 517	\$ 4136
		Edge	Each	2	\$ 236	\$ 472
		Mulch	Each	1	\$ 251	\$ 251
18	Rte. 45 / Buffalo Grove Rd. - S.E.	Mowing and Trimming	Month	8	\$ 119	\$ 952
		Edge	Each	2	\$ 40	\$ 80
		Mulch	Each	1	\$ 42	\$ 42
19	Rte.45 / Port Clinton. - S.W.	Mowing and Trimming	Month	8	\$ 72	\$ 576
20	White Barn and Old Creek Rd.	Mowing and Trimming	Month	8	\$ 14	\$ 112
		Edge	Each	2	\$ 8	\$ 16
		Mulch	Each	1	\$ 8	\$ 8
21	Lakeview Gate And Roadway	Mowing and Trimming	Month	8	\$ 108	\$ 864
		Edge	Each	2	\$ 115	\$ 230
		Mulch	Each	1	\$ 123	\$ 123

		Trimming Bushes	Each	2	\$ 129	\$ 258
22	Lakeview Pkwy. East side ROW	Mowing and Trimming	Month	8	\$ 474	\$ 3,792
		Edge	Each	2	\$ 13	\$ 26
		Mulch	Each	1	\$ 14	\$ 14
23	100' Strip	Mowing	Month	8	\$ 761	\$ 6,088
24	End of Abbey Ln.	Mowing	Month	8	\$ 4	\$ 32
25	Bay Tree Lot	Mowing	Month	8	\$ 123	\$ 984
26	<u>Golf Course Lot</u>	Landscape Maintenance	Month	8	\$ 139	\$ 1,112
		Aerate - Fall	Each	1	\$ 253	\$ 253
		Edge	Each	2	\$ 223	\$ 446
		Mulch	Each	1	\$ 238	\$ 238
		Trim Shrubs North Parking Lot		1	\$ 205	\$ 205
		Spring & Fall Clean-up	Each	1	\$ 111	\$ 111
27	<u>Deerpath Medians</u>	Landscape Maintenance	Month	8	\$ 57	\$ 456
		Aerate - Fall	Each	1	\$ 105	\$ 105
		Edge	Each	2	\$ 76	\$ 153
		Mulch	Each	1	\$ 82	\$ 82
		Spring & Fall Clean-up	Each	1	\$ 38	\$ 38
28	<u>Rte. 60 Medians & monument</u>	Landscape Maintenance	Month	8	\$ 144	\$ 1,152
		Aerate - Fall	Each	1	\$ 261	\$ 261
		Edge	Each	2	\$ 577	\$ 1,153
		Mulch	Each	1	\$ 616	\$ 616
		Spring & Fall Clean-up	Each	1	\$ 288	\$ 288
29	<u>Rt. 21 Medians</u>	Landscape Maintenance	Month	8	\$ 21	\$ 168
		Aerate - Fall	Each	1	\$ 38	\$ 38
		Edge	Each	2	\$ 1,828	\$ 3,656

		Mulch	Each	1	\$1,951	\$1,951
		Spring & Fall Clean-up	Each	1	\$914	\$914
30	<u>Fairway Medians & R.O.W.</u>	Landscape Maintenance	Month	8	\$816	\$6,528
		Aerate - Fall	Each	1	\$1,486	\$1,486
		Edge	Each	2	\$3,039	\$6,078
		Mulch	Each	1	\$3,244	\$3,244
		Trim Shrubs in R.O.W.	Each	1	\$760	\$760
		Spring & Fall Clean-up	Each	1	\$1,520	\$1,520
31	<u>Sullivan Dr. R.O.W.</u>	Landscape Maintenance	Month	8	\$861	\$6,888
		Aerate - Fall	Each	1	\$1,568	\$1,568
		Edge	Each	2	\$1,460	\$2,920
		Mulch	Each	1	\$1,559	\$1,559
		Spring & Fall Clean-up	Each	1	\$730	\$730
32	<u>Lakeview & Center Islands</u>	Landscape Maintenance	Month	8	\$2	\$16
		Aerate - Fall	Each	1	\$4	\$4
		Edge	Each	2	\$360	\$720
		Mulch	Each	1	\$384	\$384
		Spring & Fall Clean-up	Each	1	\$180	\$180
33	<u>Grosse Pointe Monuments & Cul-de-sac Islands</u>	Landscape Maintenance	Month	8	\$19	\$152
		Aerate - Fall	Each	1	\$35	\$35
		Edge	Each	2	\$528	\$1,056
		Mulch	Each	1	\$563	\$563
		Spring & Fall Clean-up	Each	1	\$264	\$264
34	<u>Sugar Creek Monuments & Islands</u>	Landscape Maintenance	Month	8	\$4	\$32
		Aerate - Fall	Each	1	\$8	\$8
		Edge	Each	2	\$307	\$614
		Mulch	Each	1	\$328	\$328

	Spring & Fall Clean-up	Each	1	\$ <u>153</u>	\$ <u>153</u>	
35	<u>River Grove</u>	Landscape Maintenance	Month	8	\$ <u>6</u>	\$ <u>48</u>
	Aerate - Fall	Each	1	\$ <u>11</u>	\$ <u>11</u>	
	Edge	Each	2	\$ <u>125</u>	\$ <u>250</u>	
	Mulch	Each	1	\$ <u>134</u>	\$ <u>134</u>	
	Spring & Fall Clean-up	Each	1	\$ <u>63</u>	\$ <u>63</u>	
36	<u>Southgate Island</u>	Landscape Maintenance	Month	8	\$ <u>7</u>	\$ <u>56</u>
	Aerate - Fall	Each	1	\$ <u>14</u>	\$ <u>14</u>	
	Edge	Each	2	\$ <u>165</u>	\$ <u>330</u>	
	Mulch	Each	1	\$ <u>176</u>	\$ <u>176</u>	
	Trim Shrubs	Each	1	\$ <u>41</u>	\$ <u>41</u>	
	Spring & Fall Clean-up	Each	1	\$ <u>82</u>	\$ <u>82</u>	
37	<u>Phillip Rd. Building</u>	Landscape Maintenance	Month	8	\$ <u>25</u>	\$ <u>200</u>
	Aerate - Fall	Each	1	\$ <u>46</u>	\$ <u>46</u>	
	Edge	Each	2	\$ <u>330</u>	\$ <u>661</u>	
	Mulch	Each	1	\$ <u>353</u>	\$ <u>353</u>	
	Trim Shrubs	Each	1	\$ <u>83</u>	\$ <u>83</u>	
	Spring & Fall Clean-up	Each	1	\$ <u>165</u>	\$ <u>165</u>	
Field Mowing Areas						
38	Rt. 45 & Sullivan	Mowing	Each	4	\$ <u>48</u>	\$ <u>192</u>
39	Rt. 83 Buffer	Mowing	Each	4	\$ <u>144</u>	\$ <u>576</u>
Other Work Area						
40	Rt. 83 Buffer Zone (1qty) Spring and (2qty) Fall Clean-ups	Each	3	\$ <u>285</u>	\$ <u>855</u>	

Total Amount for 2021-2023 is: \$ 85,630 per year

ATTACHMENT B

DESCRIPTION OF WORK SITES/LOCATIONS

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

1) 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.

Note: Edge Sidewalks per specifications.

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

2) Chesterfield Drive (5700 Sq. Feet)

GPS Coordinates- 42.217127,-87.970840

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

Note: Edge Sidewalks per specifications.

3) Cherry Valley Alley (4300 Sq. feet)

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. Mow grass strip on west side just north of Camden, approximately 30 feet in length. Entire curb lines and fence line will be string trimmed to be kept weed free.

4) Cherry Valley Detention Basin (1.0 acres)

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.

Note: Edge Sidewalks (Richard Ct. & Cherry Valley Rd.) per specifications.

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

Note: Once per month the concrete drainage swale shall have all debris scraped out and removed from the site.

5) Oakwood Road (west parkway) (0.5 acres)

GPS Coordinates- 42.227440,-87.979433

The mowing limits are from the Park District north property line (south limit) north to Street Light Pole #758. The contractor will mow from the back of curb to the sidewalk.

Note: Edge Sidewalks per specifications.

Note: Trim shrubs along sidewalk on west side from NW corner of Oakwood & Rt. 45 to end point, south of residential driveway on Oakwood (approx. 250 linear feet).

6) 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.

Note: Edge Sidewalks per specifications.

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

7) Williams Way Parkway and Detention Basin (1.0 acre)

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.

Note: Edge Sidewalks per specifications.

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

Note: Do not mow prairie plant area within detention basin (marked with signs).

8) Tennis Lane (0.5 acre)

GPS Coordinates- 42.223178,-87.988383

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

9) Royal Oak Drive (0.2 acre)

GPS Coordinates- 42.224402,-87.988978

Mow north and south sides of Royal Oak Drive, which is located beneath the Com.Ed. power lines. On the south side of Royal Oak Drive, the contractor will be required to mow up to the Tennis Lane R.O.W.

Note: Edge Sidewalks per specifications.

10) Route 83 and Westmoreland Drive (.7 acre)

GPS Coordinates- 42.219500,-87.992358

Areas to be mowed are as follows. North side of Westmoreland Drive from curb to tree line (Rt. 83 to Thorngrove Dr. 980' in length), (Thorngrove Dr. to bike path 450 ft.). South side of Westmoreland Drive curb to tree line (Rt. 83 to Deerbrook Ln. 650' in length), and Deerbrook Ln. to Prairie Meadow Ln.(340'), Prairie Meadow Ln. to 985 West Moreland Dr. (540'). Southeast corner of West Moreland Dr. and Route 83 and southward on Route 83, approximately 150'. Mow back to the Entrance Sign on the Southeast corner.

Note: Edge Sidewalks per specifications.

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

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. Mow from back of curb to shrub line. This also includes the areas in front of the entrance signs at Northfield and at Grosse Pointe Blvd.

12) Southfield Drive Parkway and Detention Basin (1.2 acres)

GPS Coordinates- 42.233662,-87.992641

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

Note: Edge Sidewalks per specifications.

Note: Edge tree rings and add mulch per specifications.

Note: Contractor will keep drainage outlet clear of debris.

13) Grosse Pointe Boulevard (0.1 acre)

GPS Coordinates- 42.230431,-87.988735

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

Note: Edge Sidewalks per specifications.

14) Route 45 and Grosse Pointe Blvd. (.4 acre)

GPS Coordinates- 42.231987,-87.986102

Area to be mowed is on Route 45 R.O.W., south side of the road 400 feet east and 850 feet west of Grosse Pointe Blvd. The ditch line is included.

Note: Edge Sidewalks per specifications

15) Route 45 and Sullivan Drive (5500 Sq. Feet)

GPS Coordinates- 42.226807,-87.975031

Area to be mowed is the area adjacent to Sullivan Drive approximately 150 feet long and 40 feet wide, starting from the corner of Route 45 and Sullivan Drive and going North along Sullivan Drive. Also mow from Sullivan Dr. west 250 ft, from sidewalk to gravel shoulder adjacent to Rt. 45. All turf areas in this ditch line shall be mowed. Litter and debris shall be removed.

Note: Edge Sidewalks per specifications

16) Route 45 and Deerpath Drive (4750 Sq. feet)

GPS Coordinates- 42.220443,-87.966837

Located on the Northwest corner of the intersection, mow the hill from Deerpath Drive to near the end of the fence line. Mow the parkway along Route 45 past the Rail Road tracks to the end of the chain link fence and the small area East of the chain link fence near the tracks. Contractor will park his vehicle on Merimac Lane (one block north of Route 45 off of Deerpath), walk mowers and equipment to the site.

Note: Edge Sidewalks per specifications.

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

17) Centennial Crossing Detention Basin (3.6 acres)

GPS Coordinates- 42.214026,-87.956177

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

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

Note: Edge Sidewalks per specifications.

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

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

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.

Note: Edge Sidewalks per specifications.

Note: Edge tree rings and add mulch per specifications.

19) 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. Mow from the back of curb to the tree line starting at Route 45 down to Indian Creek.

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

GPS Coordinates- 42.219062,-87.959066

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

Note: Edge Sidewalks per specifications.

Note: Edge tree rings and add mulch per specifications.

21) Lakeview Entrance Gate and Roadway (0.75 acre)

GPS Coordinates- 42.253256,-87.957255

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

Note: Edge Sidewalks per specifications.

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

Note: Trim bushes to allow clearance on north side of roadway

22) 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).

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

GPS Coordinates- 42.250497,-87.967821

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

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

GPS Coordinates- 42.233600,-87.973397

Note: Edge Sidewalks per specifications.

25) Bay Tree Lot- Located on Bay Tree Circle – Green space across from 329 Bay Tree Circle

GPS Coordinates- 42.248763,-87.956500

26) Vernon Hills Golf Course Parking Lot-

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.

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

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

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

27) Deerpath Drive Median Islands (.4 acre)

GPS Coordinates- 42.237755,-87.964509

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

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

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

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

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

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

Note: Grass Catchers SHALL be used when mowing on the median islands
Note: NO work shall begin on Route 60 before 9 am on weekdays.

29) Route 21 Median Islands-North and South of Rte. 60
GPS Coordinates- 42.236641,-87.943918

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

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

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

Note: Grass Catchers SHALL be used when mowing on the median islands.
Note: NO work shall begin on Route 21 before 9 am on weekdays.

30) Fairway Medians & R.O.W.
GPS Coordinates- 42.216101,-87.955318

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

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

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.

5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**
10. Trim shrubs to specifications.

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

**31) Sullivan Drive R.O.W. includes area east of Deerpath Drive (6 acres)
GPS Coordinates- 42.226628,-87.964050**

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

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

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

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

**32) Lakeview & Center Drive Median Islands (2500sqft)
GPS Coordinates- 42.244002,-87.959056**

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

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

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.
5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.

6. All hard surfaces (cobble, concrete island strips) shall be maintained in a weed free condition on median islands that require mowing.
7. Herbicide applications will be completed per specifications or as directed by Village representative.
8. Traffic control devices **SHALL** be used per specifications.
9. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
10. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

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

**33) Grosse Pointe Monuments & Cul-de-sac Islands (14,500 sqft)
GPS Coordinates- 42.231920,-87.986187**

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

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

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

**34) Sugar Creek Entrance Monuments & Cul-de-sac Islands (3000 sqft)
GPS Coordinates- 42.204621,-87.960155**

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

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

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge the curb line once each month per specifications.

5. Core Aeration shall be completed once a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Traffic control devices **SHALL** be used per specifications.
8. All workers shall wear a Class 3 Safety Vest while working in this area. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 12pm on Saturday.
9. **All perennials shall be cut back in the fall to promote new growth for the next growing season. Ornamental grasses shall be cut back in the spring.**

35) River Grove Entrance & Cul-de-sac Island (1000 sqft)
GPS Coordinates- 42.210879,-87.953878

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

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

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

36) Southgate Cul-de-sac Island (3600 sqft)
GPS Coordinates- 42.222120,-87.973930

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

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

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

10. Trim shrubs to specifications.

37) Phillip Road Building (1/2 acre) 7 Phillip Dr
GPS Coordinates- 42.238038,-87.961546

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

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

Field Mowing

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

38) Route 45 and Sullivan Drive (1 acre)
GPS Coordinates- 42.227003,-87.974878

Area to be mowed is a vacant area, approximately 180 feet long and 230 feet wide and is located on the northwest corner of Route 45 and Sullivan Drive and includes the ditch line along Route 45.

39) Route 83 Buffer Zone (3 acres)
GPS Coordinates- 42.226195,-87.993717

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

Other Work Area

40) Route 83 Buffer Zone Spring & Fall Clean-Up
GPS Coordinate- GPS Coordinates- 42.226195,-87.993717

In the early spring the shrubs along Route 83 (from Northfield Drive to approximately 500 feet North of Grosse Pointe Blvd.) will have 1/3 of the larger canes removed and hauled away. Also any fallen tree limbs within the buffer area will be hauled away. There are two designated areas within the buffer zone that are adjacent to homeowner's properties that will need to be cleared of leaves, branches, litter, and debris. The areas north &

south of Grosse Pointe Blvd. (behind 150, 140, & 132 Napier Ct. & behind 180, 184, & 188 Monteith Ct.). Also included in this area is the median island located at Grosse Pointe Blvd. & Rt. 83. The other location is north of Northfield Dr. and includes the area behind 8 Royal Oak Dr. and the surrounding area of the entrance monument.

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

***** All areas sizes stated above are approximate the and the descriptions general.*****