

VILLAGE OF VERNON HILLS
ORDINANCE 2022-018

AN ORDINANCE AWARDING THE 2022 VHAC LANDSCAPE MAINTENANCE BID TO GRUNDSTROM LANDSCAPE FOR AN AMOUNT NOT TO EXCEED \$45,000

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

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

WHEREAS, to do so efficiently and effectively, the Village contracts mowing & minimal maintenance services for the Vernon Hills Athletic Complex (VHAC); and

WHEREAS, the 2022 VHAC Landscape Maintenance Bid was publicly opened on February 9, 2022 with Grundstrom Landscape submitting the lowest qualifying bid in the amount of \$41,271.39 with the option to renew the contract for two additional years with a 2.5% cost increase per year; and

WHEREAS, a contingency of \$3,728.61 will be available within the FY2023 budget account (0102114-520600) for additional expenses beyond the base bid; and/or extreme weather conditions.

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 2022 VHAC Landscape Maintenance Bid Contract to Grundstrom Landscape at a price not to exceed \$45,000 within the 2022-23 Fiscal Year.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Grundstrom in an amount not to exceed \$45,000 within the 2022-23 Fiscal Year for the 2022 VHAC Landscape Maintenance services.

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 2022-018.

Dated the 1st of March, 2022

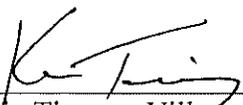
Adopted by roll call votes as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Koch, Schenk, Takaoka

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Byrne

PASSED: 03/01/2022
APPROVED: 03/01/2022
ATTEST: 03/01/2022


Kevin Timony, Village Clerk




Thom Koch Jr., Village President Pro Tem

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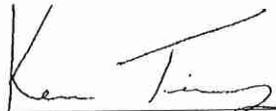
THE 1ST DAY OF MARCH 2022

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
1ST day of March, 2022

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, 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. 2022-018 AN ORDINANCE AWARDDING THE 2022 VHAC LANDSCAPE MAINTENANCE BID TO GRUNDSTROM LANDSCAPE FOR AN AMOUNT NOT TO EXCEED \$45,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 1, 2022 TO MARCH 11, 2022.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 1st DAY OF MARCH 2022



Notary Public



**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
GRUNDSTROM LANDSCAPE**

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 Grundstrom Landscape ("Contractor"), make this Contract as of the 1st day of April , 2022, 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 this contract shall commence upon the execution of the contract and expire on December 31st, 2022. This contract places no obligation on the VILLAGE to appropriate funds for said work. It is understood by the CONTRACTOR that the designated items for landscape maintenance

work listed in these specifications are for work to be completed during the calendar year 2022. 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 items specified.

Contract Period: The term of the contract may be extended for additional one year periods, up to (3) additional years, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall be adjusted each year by the percentage indicated on the Bid Proposal.

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

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

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

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

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

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

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage

done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

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

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

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

**ARTICLE II
CHANGES AND DELAYS**

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

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

3.1 **Inspection: Correction of Defects.**

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

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

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

**ARTICLE IV
FINANCIAL ASSURANCES**

4.1 **Insurance.** Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached **Exhibit A.**

**ARTICLE V
PAYMENT**

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

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

5.3 **Payments.**

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

5.4 **Deductions.**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI
DISPUTES AND REMEDIES**

6.1 **Dispute Resolution Procedure**

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

conclusively deemed to have waived all such disputes or objections and all claims based thereon.

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

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 **Owner's Remedies.** If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

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

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then

Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

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

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

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

Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039
Attention: David H. Brown, Director of Public Works

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

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

Grundstrom Landscape
29870 Skokie Hwy, Suite 6
Lake Bluff, IL 60044
Attention: Royce Miles

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.

STATE OF ILLINOIS)
)
) SS
COUNTY OF)

CONTRACTOR'S CERTIFICATION

Royce Miles, 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 2nd day of March, 2022.

Attest/Witness

By: K. Erickson

Title: Executive Asst

By: Royce Miles

Title: President / Owner

Subscribed and Sworn to
before me this day 2nd
of March, 2022.



Christina Mannerig
Notary Public

(SEAL)

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.

OWNER:

VILLAGE OF VERNON HILLS

Attest/Witness

By: *Stephanie Kane*

By: *Ken Tins*

Title: *Executive Secretary*

Title: *Village Manager*

Attest/Witness:

CONTRACTOR:

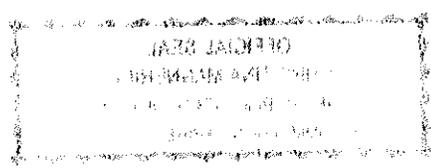
GRUNDSTROM LANDSCAPE

By: *Rodden*

By: *Royce Miller*

Title: *Executive Asst*

Title: *President/owner*



**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

GENERAL OBJECTIVE

The objective of these specifications is to define the conditions and timing for the lawn and landscape maintenance of the Village of Vernon Hills portion of the VERNON HILLS ATHLETIC COMPLEX (hereinafter "VHAC"). Proposals are being requested for a multi-year contract to provide these services.

SCOPE OF SERVICES

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

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

PART 1 – GENERAL REQUIREMENTS

1.1 ADMINISTRATION AND ADDITIONAL WORK

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

1.2 WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the FORESTRY CREW LEADER or their authorized representative.

Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

The CONTRACTOR shall provide the VILLAGE with a contact person that is a Certified Landscape Professional as recognized by the Professional Landcare Network (P.L.A.N.E.T.) and a Certified Landscape Technician shall be assigned to supervise and manage all landscape maintenance activities.

1.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. This will include the erection and use of warning signs and barricades and/or safety cones when appropriate. Any practice obviously hazardous in the opinion of the DIRECTOR, or FORESTRY 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.

1.4 PROTECTION OF UTILITIES

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

1.5 LOCATIONS AND SCHEDULE OF WORK

The VHAC is generally located at 311 Nike Parkway.

The site SHALL be mowed following the Calendar of Operations (Attachment B) as close as possible. If in the event that the site has not been mowed within 5 calendar days for bi-weekly mowing or 10 calendar days for weekly mowing, then it shall be determined that a mowing occurrence has been missed and the CONTRACTOR shall reduce the invoice unit price accordingly. Mowing should begin the **first calendar week of April** and continue through the **last calendar week of October**.

These general schedules are subject to change or modification in the discretion of the FORESTRY CREW LEADER. These changes may be due to the weather, special VILLAGE events, grass height, or any other reason stated by the FORESTRY CREW LEADER.

A "Week" for the purposes of this contract is the standard 7-day week— that is Sunday through Saturday. The CONTRACTOR shall follow, as closely as possible, the Calendar of Operations (Attachment B) unless otherwise directed by the FORESTRY CREW LEADER.

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.

1.6 CONCURRENT OPERATIONS

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

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

1.7 WORKING HOURS

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

1.8 CLEANUP AND DISPOSAL

Grass clippings, branches, litter and other debris shall be removed from streets, sidewalks, bike paths or infields 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.

1.9 LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE will waive the cost of all required licenses and fees with the exception of those fees associated with securing a business license to conduct business within the VILLAGE. The CONTRACTOR will 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.

1.10 SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

The CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the DIRECTOR. The SUBCONTRACTOR, as

approved shall be bound by the conditions of the contract between the VILLAGE and the CONTRACTOR. If approved, the authorization for the use of a SUBCONTRACTOR will be to perform all work in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

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

B. Removal of Subcontractors and Suppliers.

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

1.11 SEVERABILITY

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

1.12 LEGAL RESPONSIBILITY

- A. NOTICE TO PROCEED The CONTRACTOR and SUBCONTRACTORS shall not commence work under this contract until a notice to proceed has been provided by the VILLAGE.
- B. ACCIDENT NOTIFICATION In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the DIRECTOR or his authorized representative and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the VILLAGE with copies of all reports of such accidents at the same time the reports are forwarded to any other interested parties.

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

1.13 EXECUTION OF CONTRACT

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

1.14 RECORDKEEPING AND WORK REPORTS

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

1.15 EQUIPMENT

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

1.16 EQUIPMENT STORAGE

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

PART 2 – SPECIFIC REQUIREMENTS

2.1 LANDSCAPE MAINTENANCE SPECIFICATIONS

Landscape Maintenance shall consist of the following operations (A-I) and performed to these specifications and as required by the Calendar of Operations (Attachment B). Landscape Maintenance shall be paid at the contract unit price for each item.

- A. GENERAL MOWING AND TRIMMING SPECIFICATIONS.** Only well maintained mowing equipment shall be used. Blades shall be sharp to prevent tearing of the grass leaves. All turf grass mowing shall be done to the following specifications:

- Mowing of the non-playing areas shall take place on Friday each week (weather permitting) or as directed by the FORESTRY CREW LEADER to correspond with weekend games and other activities. No more than 1/3 of the

grass blade shall be removed per cutting, unless otherwise specified by Owner.

- Baseball, Softball, Football/Soccer fields (Fields 1-9) turf shall be maintained at 2 inches throughout the growing season and as outlined below.
- Areas outside the playing fields shall be maintained at 2 ½ inches and mowed once per week.
- All areas adjacent to turf (pavement, path, landscape bed, water, etc.) shall be free from clippings immediately following mowing. All clippings inadvertently deposited or blown onto or into adjacent areas shall be promptly removed.
- The pattern or direction of each mowing shall be rotated 90 degrees from the direction of the previous mowing. Mowing pattern shall create even, straight lines unless otherwise specified by Owner.
- Mowing shall not take place under wet turf conditions. All clumps of turf grass clippings shall be removed at the conclusion of the operation each day. Mowing shall not take place if frost is present. Mowing equipment shall be appropriately sized to maintain the turf efficiently and without injury to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles. Contractor shall be solely responsible for damage caused by mowing activities. Contractor shall promptly repair or replace any damage to site features at no additional cost to Owner. Mowing equipment shall be properly maintained and operated at all times.
- **Litter.** All litter shall be picked up before mowing all areas and disposed of properly at the CONTRACTOR'S expense. Pick up litter in all turf areas, in planting beds and in bush lines.
- **Trimming.** Line trimming shall be used to maintain all turf areas inaccessible to mowing equipment, including but not limited to, areas along walks, curbs, bed edges, lights, bollards, fences (caution adjacent to vinyl chain link), etc. Contractor shall promptly repair or replace any damage to Worksite features, including plants, caused by improper line trimming.
 - Grass blades shall be trimmed at approximately the same height as adjacent mowed turf. "Scalping" of the grass blade by line trimming equipment shall not be accepted.
 - At the interface of the infield edges with the grass area, the grass shall be trimmed in a neat line to meet the grass elevation and edge line.
 - Line trim inside and around soccer goals when installed on playing fields.

This work shall be paid for at the contract unit price per Each for Mowing and Trimming which shall include all labor, equipment, and materials necessary to complete the work.

- B. MOWING OF FIELDS 1-9.** The six baseball/softball, and 3 football/soccer fields shall be maintained at 2 inches, mowed twice per week during the playing per the Calendar of Operations Attachment B. Mowing of fields 1-9 shall take

place on Tuesday and again on Friday each week when mowing the entire site (weather permitting).

This work shall be paid for at the contract unit price per Each for Mowing Fields 1-9 which shall include all labor, equipment, and materials necessary to complete the work.

2.2 OTHER MAINTENANCE SPECIFICATIONS

The following maintenance operations shall be performed to these specifications and done according to the Calendar of Operations (Attachment B). Payment for these items shall be paid at the contract unit price for each occurrence and as detailed in Section III, Part 7 'Payments'.

- A. **EDGING.** Work under this Section includes, but is not limited to, all operations required for edging landscape beds and mulched tree rings. All Work under this Section shall be completed according to the Calendar of Operations (Attachment B).
- Landscape Beds. A clean edge with vertical face and uniform 2.5-inch depth shall be maintained. Bed lines shall conform to the original design or as specified by Owner. Owner shall be notified at least 48 hours prior to performing this Work to allow time for layout of revisions to bed lines. Mulch shall first be raked away from the edge and toward the center of the bed. Any turf or debris generated shall be removed from site, except that any soil shall be shaken and returned to the bed. After edging, mulch shall be evenly raked to the new edge.
 - Tree Rings. All mulched tree rings shall be circular in shape with the radius equidistant from the trunk of the tree. The size of the ring shall be proportional to the size of the tree's trunk. The ring shall be approximately 6 inches of radius per inch of trunk diameter, with a minimum radius of 28 inches and a maximum radius of 4 feet. The procedure specified for edging landscape beds shall be followed for edging tree rings. Work shall be completed without creating volcanos.

This work shall be paid for at the contract unit price Each for Edging which shall include all labor, equipment, and materials necessary to complete the work.

- B. **WEEDING AND CULTIVATION.** Work under this Section includes, but is not limited to, manual weeding of all landscape beds, walks, paths, and pavement. Work also includes all manual cultivation of mulched landscape beds and mulched tree rings. All Work under this section shall be performed as specified below and in conformance with the Calendar of Operations (Attachment B).

- **Manual Weeding.** All landscape beds, walks, paths, and pavement shall be maintained free of weeds. Manual weeding shall be in conjunction with chemical weed control measures.

Manual weeding shall be performed in such a manner as to remove the weed's entire root system and not solely top growth. Weeds killed by chemical weed control measures shall be promptly removed from site.

- **Manual Cultivation.** Upon completion, all mulched landscape beds shall appear level, fresh, and well maintained. Beds shall be cultivated with a steel rake or cultivating tool to evenly loosen and aerate the top 3 inches (minimum) of mulch. Beds shall be free of weeds prior to cultivation.

This work shall be paid for at the contract unit price Each for Weeding and Cultivation which shall include all labor, equipment, and materials necessary to complete the work.

- C. LANDSCAPE BED PRE-EMERGENT SELECTIVE HERBICIDE APPLICATION.** All mulched landscape beds and tree rings shall be treated with a pre-emergent herbicide to prevent weed germination. Application shall be made immediately following spring cleanup to ensure effectiveness (see Calendar of Operations, Attachment B).

Material shall be as follows: Ronstar G (granular) or equal

This work shall be paid for at the contract unit price Each for Bed Pre-Emergent Herbicide as the type specified which shall include all labor, materials as specified, and equipment necessary to complete the work.

- D. LANDSCAPE BED POST-EMERGENT NONSELECTIVE HERBICIDE APPLICATION.** All mulched landscape beds and tree rings shall be treated with nonselective herbicide to control weeds. No dates for application are shown on the Calendar of Operations (Attachment B). Applications shall be scheduled by Contractor based on seasonal conditions and weed populations. Contractor shall notify Owner at least 24 hours in advance for approval prior to application.

Material shall be as follows: Roundup Pro or equal

This work shall be paid for at the contract unit price Each for Bed Post Non Selective Herbicide as the type specified which shall include all labor, materials as specified, and equipment necessary to complete the work.

- E. SPRING AND FALL CLEANUP.** Upon completion of Work under this Section, entire site, shall be free from litter, leaves, and other debris. Spring cleanup shall be completed as shown in the Calendar of Operations and before other Work commences. Spring cleanup shall include removal of all litter, leaves, leaf litter, and debris from all turf areas, pavement areas, curbs, walks, and landscape beds.

Fall cleanup shall be completed as shown in the Calendar of Operations and shall include removal of all litter, leaves, leaf litter, and debris from turf areas, pavement areas, curbs, walks, and landscape beds.

Stone Pickup- The contractor shall remove all stones greater than 1" in diameter from all playing fields as a part of each spring and fall clean up. The stones shall be removed from the site.

This work shall be paid for at the contract unit price Each for Spring and Fall Cleanup which shall include all labor, materials as specified, and equipment necessary to complete the work.

- F. **MULCH INSTALLATION.** The Village will provide the mulch and will have the mulch delivered to the site and placed in the parking lot areas. The Contractor shall distribute the mulch from the parking lots to the landscape beds and tree rings. Mulch shall be used to replenish existing mulched landscape beds and mulched tree rings at the direction of Owner, to provide an even 3" mulch thickness. The contractor shall be careful to not pile the new mulch against trees. Tree ring areas shall be kept flat, no "Volcano's".

This work shall be paid for at the contract unit price per cubic yard for Mulch Installation and shall include all labor, materials, and equipment necessary to complete the work.

2.3 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.

2.4 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. The CONTRACTOR shall not drive "Ride-On" type mowers on public streets from site to site unless said mowers are approved for roadway use. All workers shall wear a Class 3 safety vest when working on median islands or within the Right of Way.

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 an "arrow board" may be required at some locations.

2.5 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 DIRECTOR or FORESTRY CREW LEADER.

PART 3 – TERM OF CONTRACT

The initial term of this contract shall commence upon the execution of the contract and expire on December 31st, 2022. This contract places no obligation on the VILLAGE to appropriate funds for said work. It is understood by the CONTRACTOR that the designated items for landscape maintenance work listed in these specifications are for work to be completed during the calendar year 2022. 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 items specified.

Contract Period: The term of the contract may be extended for additional one year periods, up to (3) years, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall be adjusted each year by the percentage indicated on the Bid Proposal.

BID PROPOSAL

VILLAGE OF VERNON HILLS
PUBLIC WORKS DEPARTMENT

VHAC Landscape Maintenance 2022

The VILLAGE has designated Nine (9) items for the purpose of landscape maintenance work at the VHAC pursuant to this bid request. The amount of landscape maintenance to be performed each year is conditioned upon the total amount of funds budgeted for landscape maintenance in each fiscal year.

For the purpose of comparing bids, the amount bid on each separate item will be compared to other bids on that same item and/or through comparison of the total bid for all items combined. Additionally, bids will be compared based upon percentage increase proposed for each additional year the contract may be extended.

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 prices:

Total Bid for 2022 \$ 41,271.39

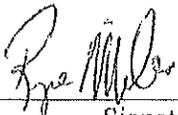
Percentage Increase for 2023 2.5 %

Percentage Increase for 2024 2.5 %

NOTE: Bidders MUST fill out the "Schedule of Unit Prices and Totals Worksheet" (Attachment A) for bid amount for each item. Bid will not be accepted without a completed worksheet.

ROYCE MILLES
Printed Name

GRUNDSTROM LANDSCAPE
Company Name


Signature

rmiles@grundstromlandscape.com
Email

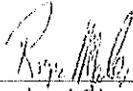
2-8-2022
Date

Coordination of Contractors

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

Certification of Coordination of Contractors

This certifies that GRUNDSTROM LANDSCAPE (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

President / Owner

Title

GRUNDSTROM LANDSCAPE

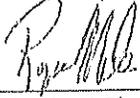
Company

2-8-2022

Date

Certification of Substance Abuse Prevention Program

This certifies that GRUNDSTROM LANDSCAPE (company name) has a written Substance Abuse Prevention Program, in compliance with the Drug Free Workplace Act.



Authorized Signature

President / Owner

Title

GRUNDSTROM LANDSCAPE

Company

2-8-2022

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 Chicago area in yearly contract amounts in excess of \$30,000 for a two (2) year period.

Failure to complete will result in rejection of bid.

1. Client Allstate Contact Person Jay Lynn
Phone # 847-402-3774 Number of Years serviced 25
- 2 Client Abbott Contact Person Lucas Wirtz
Phone # 224-214-8297 Number of Years serviced 3
3. Client Oracle Contact Person Rose Lopez
Phone # 224-795-3492 Number of Years serviced 15

Professional Landcare Network Info

The CONTRACTOR shall provide the VILLAGE with the names and contact phone numbers of the Certified Professionals that will be responsible for the administration and management of this contract.

- Certified Landscape Professional Rachael Williams Contact number 224-500-8332
- Certified Landscape Technician Royce Miles Contact number 262-321-1441

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 GRUNDSTROM LANDSCAPE 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: GRUNDSTROM LANDSCAPE & MAINTENANCE INC.

ROYCE MILES President/owner 262-321-1441
(Print Name) (Title) (Telephone)
29870 N. SKOKIE HWY 6 Lake Bluff IL 60044
(Address) (City) (State) (Zip)

Signature: *Royce Miles* Date: 2-8-2022

State of ILLINOIS County of Lake

Signed or attested before me on this 8th day of February, 2022

Christina Mannering
(Name of Person)

SEAL

Mannering
(Signature of Notary Public)



ATTACHMENT A

Schedule of Unit Prices and Totals Worksheet

VHAC Landscape Maintenance 2022

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

Complete Table as Indicated

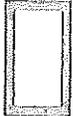
Item No.	Items	Unit	Estimated Quantity	Unit Price	Cost
1.	Mowing and Trimming Entire Site	Each	32	\$ <u>592.12</u>	\$ <u>18,947.84</u>
2.	Mowing Fields 1 - 9	Each	31	\$ <u>352.13</u>	\$ <u>10,916.03</u>
3.	Edging	Each	3	\$ <u>457.92</u>	\$ <u>1,373.76</u>
4.	Weeding & Cultivation	Each	6	\$ <u>710.00</u>	\$ <u>4,260.00</u>
5.	Bed Pre-Emergent Herbicide	Each	1	\$ <u>211.00</u>	\$ <u>211.00</u>
6.	Bed Post Nonselective Herbicide	Each	2	\$ <u>157.00</u>	\$ <u>314.00</u>
7.	Spring and Fall Cleanup	Each	4	\$ <u>437.19</u>	\$ <u>1,748.76</u>
8.	Mulch Installation	Cubic Yard	100	\$ <u>35.00</u>	\$ <u>3,500.00</u>
TOTAL 2022 VHAC Landscape Maintenance Contract				\$	<u>41,271.39</u>

ATTACHMENT B

DESCRIPTION OF WORK SITES/LOCATIONS

311 Nike Parkway, Vernon Hills, IL 60061

Vernon Hills Athletic Complex
Attachment C



Site Boundaries



Field Locations

