

VILLAGE OF VERNON HILLS

ORDINANCE 2017 – 022

AN ORDINANCE AWARDED THE 2017 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR RENEWABLE CONTRACT TO ETERNALLY GREEN LAWCARE FOR AN AMOUNT OF \$10,068.75 AND A CONTINGENCY NOT TO EXCEED \$5,000

THE 21st DAY OF MARCH 2017

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 29th Day of March 2017

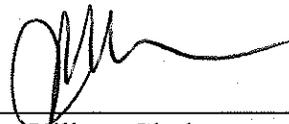
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, JOHN M. KALMAR, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON MARCH 21, 2017, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE 2017-022 AN ORDINANCE AWARDDING THE 2017 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR RENEWABLE CONTRACT TO ETERNALLY GREEN LAWNCARE FOR AN AMOUNT OF \$10,068.75 AND A CONTINGENCY NOT TO EXCEED \$5,000

THE PAMPHLET FOR ORDINANCE NO. 2017-022, INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY OF SUCH ORDINANCE WAS POSTED IN THE VILLAGE HALL, COMMENCING MARCH 29, 2017, 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 29th DAY OF MARCH 2017



John M. Kalmar, Village Clerk

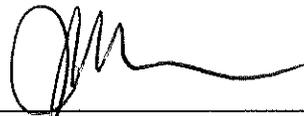
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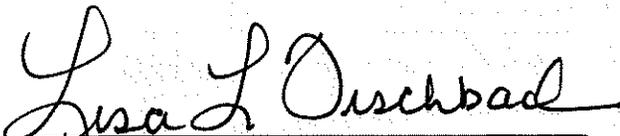
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, JOHN M. KALMAR, 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 2017- 022 AN ORDINANCE AWARDING THE 2017 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR RENEWABLE CONTRACT TO ETERNALLY GREEN LAWNCARE FOR AN AMOUNT OF \$10,068.75 AND A CONTINGENCY NOT TO EXCEED \$5,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 29, 2017 TO APRIL 9, 2017.

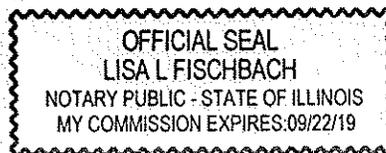


John M. Kalmar, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 29th DAY OF MARCH 2017



Notary Public



ORDINANCE NO. 2017-022

AN ORDINANCE AWARDING THE 2017 TURF WEED CONTROL & FERTILIZER SERVICES BID AND MULTI-YEAR RENEWABLE CONTRACT TO ETERNALLY GREEN LAWCARE FOR AN AMOUNT OF \$10,068.75 AND A CONTINGENCY NOT TO EXCEED \$5,000

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 way (ROWS); including lawn care and maintenance; and

WHEREAS, to do so efficiently and effectively, the Village contracts turf weed control and fertilizer services for turf fertilizing and turf grub control applications at 44 locations; and

WHEREAS, the Village received a total of two (2) sealed bids on March 14, 2017 for said Turf Weed Control & Fertilizer Services; at which time they were publicly opened; and

WHEREAS, Eternally Green Lawncare provided the lowest qualifying bid for the 2017 Turf Weed Control & Fertilizer Services at a base price of \$10,068.75; and

WHEREAS, the Village will have a contingency of \$5,000 available within the FY2017-18 budget account (0102047-520600) for any unanticipated expenses; and/or extreme weather conditions; and

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

WHEREAS, expenditures over \$20,000 require Board of Trustees approval.

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

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents for the 2017 Turf Weed Control & Fertilizer Services from Eternally Green Lawncare at a price not to exceed \$15,068.75 within the 2017-18 Fiscal Year.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Eternally Green Lawncare in an amount not to exceed \$15,068.75 per the attached bid tabulation in Exhibit A; and said contingency within the 2017-18 Fiscal Year.

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

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2017-022.

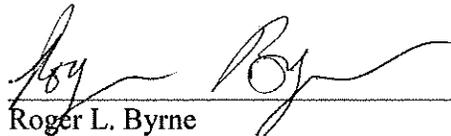
Dated the 21st of March, 2017

Adopted by roll call votes as follows:

AYES: 6 -- Grieb, Williams, Hebda, Koch, Schultz, Marquardt

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

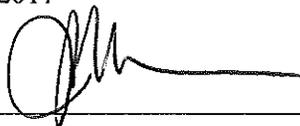


Roger L. Byrne
Village President

PASSED: 3/21/2017

APPROVED: 3/21/2017

ATTEST: 3/22.2017



John M. Kalmar
Village Clerk

ORDINANCE 2017-022

EXHIBIT A

BID TABULATIONS (SEE ATTACHED)

CONTRACT FOR
TURF / FERTILIZER SERVICES OF VILLAGE PROPERTY 2017

BETWEEN
THE VILLAGE OF VERNON HILLS
AND
ETERNALLY GREEN LAWNCARE

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Village"), and ("Contractor"), make this Contract as of the 28 day of MARCH, and hereby agree as follows:

SCOPE OF SERVICES

The CONTRACTOR shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to apply approved herbicides and insecticides to turf-grass and perform applications of fertilizer to turf in certain specified areas as specified in this contract. Maintenance shall be conducted in the defined areas as described by the Village of Vernon Hills (hereinafter VILLAGE). The VILLAGE OF VERNON HILLS STREETS AND GROUNDS CREW LEADER or their authorized representative (hereinafter "STREETS & 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.

PART 1 – CONTRACT REQUIREMENTS

1.1 PERFORMANCE OF THE WORK

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

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

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

1.2 COMMENCEMENT AND COMPLETION DATES

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

1.3 REQUIRED SUBMITTALS

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

1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS

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

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

CONTRACTOR shall promptly notify the VILLAGE of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If CONTRACTOR fails to give such notice to the VILLAGE, then the subsequent decision of the VILLAGE as to which provision of

this Contract shall govern shall be final, and any corrective work required shall not entitle CONTRACTOR to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

1.5 CONDITIONS AT THE WORK SITE

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

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

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

1.6 TECHNICAL ABILITY TO PERFORM

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

1.7 FINANCIAL ABILITY TO PERFORM

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

1.8 TIME

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

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

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

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.9A above, the VILLAGE shall pay CONTRACTOR (1) such direct costs, excluding overhead, as CONTRACTOR shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as CONTRACTOR may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to the VILLAGE'S rights to withhold and deduct as provided in this Contract. Furthermore any payment by the VILLAGE made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the contract price set forth in the Bid Proposal unless such a payment is permitted by and granted under the terms and conditions set forth in Part 7.

PART 2 – GENERAL REQUIREMENTS

2.1 ADMINISTRATION AND ADDITIONAL WORK

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

2.2 WORK CREW SUPERVISION

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

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

2.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

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

2.4 PROTECTION OF UTILITIES

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

2.5 LOCATIONS AND SCHEDULE OF WORK

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

Turf Fertilizer- Granular Applications

Spring applications shall be completed between April 1st and April 15th
Late spring applications shall be completed between May 15th and June 15th
Summer applications shall be completed between August 15th and September 1st
Fall applications of fertilizer shall be completed between October 15th and November 15th

Turf Broadleaf / Grub Control Applications

Spring treatments of turf shall be completed between May 1st and May 21st
Fall treatments of turf shall be completed between August 15th and September 15th
Spot treatments will be applied in June, July, August, September, and October

Grub treatments will be paid per occurrence. Locations and timing of applications will be determined by the STREETS & GROUNDS CREWLEADER.

These general schedules are subject to change or modification in the discretion of the STREETS & GROUNDS CREWLEADER. These changes may be due to the weather, special VILLAGE events, grass height, or any other reason stated by the STREETS & GROUNDS 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 D) unless otherwise directed by the STREETS & GROUNDS 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.

2.6 CONCURRENT OPERATIONS

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

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

2.7 WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of **7:00 AM and 7:30 PM** Monday through Friday. Work on Saturdays must be approved by the STREETS & GROUNDS CREWLEADER. **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 STREETS & GROUNDS CREW LEADER.

2.8 CLEANUP AND DISPOSAL

Litter and other debris shall be removed from the work site prior to the operations at that specific area. Any debris resulting from operations pursuant to this contract shall be the responsibility of the CONTRACTOR to remove and dispose of properly.

2.9 LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE

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

2.10 SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

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

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

B. Removal of Subcontractors and Suppliers.

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

2.11 SEVERABILITY

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held

invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

2.12 LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

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

B. ACCIDENT NOTIFICATION

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

C. REPAIRS AND RESTORATION

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

2.13 EXECUTION OF CONTRACT

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

2.14 RECORDKEEPING AND WORK REPORTS

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

2.15 EQUIPMENT

Bidders shall give a description and size of equipment they propose to use (ride-on sprayer, back pack sprayer, mechanical fertilizer spreaders).

2.16 EQUIPMENT STORAGE

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

PART 3 – SPECIFIC REQUIREMENTS

3.1 Turf Spraying and Fertilizer Application Specifications

All turf spraying and Fertilizer Applications shall consist of the following operations (A-D) and performed to these specifications and as required by the Calendar of Operations (Attachment D). Turf applications shall be paid at the monthly contract unit price for each site and as detailed in Section III, Part 7 'Payments'.

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

sprayer will be used for these applications Spot spraying shall be completed in strict accordance to the Calendar of Operations (Attachment D).

- C. Turf Fertilization.** Properly fertilized and maintained turf will exhibit uniform growth and uniform green color throughout the growing season. Streaks, stripes, or chemical burn associated with improper application of fertilizer will not be accepted. Turf fertilizer shall be evenly applied at the specified rate using a commercial broadcast type spreader. All turf areas shall receive between 2-4 applications in accordance with the Calendar of Operations (Attachment D) and with the materials specified below.

Turf fertilizer and application rate shall be:

Particle Size: Mid size

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

1.0 lb. K / 1000 SF/APPLICATION

Note: A Pre-emergent fertilizer formulation is desirable for the first application to the turf. CONTRACTOR shall submit the name of the proposed products, supplier and formulation for approval.

Per Village ordinance, NO fertilizer containing Phosphorus shall be used.

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

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

3.3 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.

3.4 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.

3.5 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 STREETS & GROUNDS CREW LEADER.

PART 4 – TERM OF CONTRACT

The initial term of this contract shall commence upon the execution of the contract and expire on December 31st, 2017. 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 2 years. 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 (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 to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the previous calendar year.

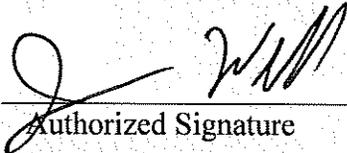
PART 5- SPECIAL PROVISIONS

Coordination of Contractors

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

Certification of Coordination of Contractors

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


Authorized Signature

President
Title

ETERNALLY GREEN LAWN CARE
Company

MARCH 28, 2017
Date

Certification of Substance Abuse Prevention Program

This certifies that ETERNALLY GREEN LAWN CARE (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.

J. W. M.
Authorized Signature

President

Title

ETERNALLY GREEN LAWN CARE
Company

MARCH 28, 2017
Date

PART 6 – FINANCIAL ASSURANCES

5.1 INSURANCE

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

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

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

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

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

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

5.2 INDEMNIFICATION

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

PART 7 – PAYMENT

6.1 CONTRACT PRICE

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

6.2 TAXES AND BENEFITS

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

6.3 PROGRESS PAYMENTS

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

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

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

D. Payments. Pursuant to this section CONTRACTOR may request partial payment of the contract price at the completion of each month of work starting after the end of the first month. The amount paid will be based on the amount of 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.

6.4 LIENS

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

B. Waivers of Lien. CONTRACTOR shall, from time to time at the VILLAGE'S request and in any event prior to Final Payment, furnish to the VILLAGE such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to

the reasonable satisfaction of the VILLAGE, that no lien against the Work or the public funds held by the VILLAGE exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

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

6.5 DEDUCTIONS

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

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

PART 8 – DISPUTES AND REMEDIES

7.1 DISPUTE RESOLUTION PROCEDURE

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

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

7.2 CONTRACTOR'S REMEDIES

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

7.3 VILLAGE'S REMEDIES

If it should appear at any time prior to Final Payment that CONTRACTOR has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or CONTRACTOR'S rights under this Contract, either in whole or in part, or has falsely

made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after CONTRACTOR'S receipt of written notice of such Event of Default, then the VILLAGE shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

7.4 TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE

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

PART 9 – LEGAL RELATIONSHIPS AND REQUIREMENTS

8.1 BINDING EFFECT

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

8.2 RELATIONSHIP OF THE PARTIES

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

8.3 NO COLLUSION

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

8.4 ASSIGNMENT

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

8.5 NOTICES

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

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

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

Eternally Green Lawn Care
9418 Corsair Rd.
Frankfort, IL 60438

8.6 GOVERNING LAWS

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

8.7 COMPLIANCE WITH LAWS AND GRANTS

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

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

8.8 TIME

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.

8.9 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 the VILLAGE and CONTRACTOR.

IN WITNESS WHEREOF, the VILLAGE 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: *Lynne DeCorda*
Title: *Executive Secretary*
Deputy Clerk

Attest/Witness

By: *Sara Malecki*
Title: *Office Manager*

VILLAGE OF VERNON HILLS

By: *[Signature]*
Title: *Village Manager*

CONTRACTOR

By: *[Signature]*
Title: *President*

STATE OF ILLINOIS)
) SS
COUNTY OF)