

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2018-047

AN ORDINANCE AWARDING THE 2018 VHAC LANDSCAPE MAINTENANCE BID TO ACRES GROUP FOR AN AMOUNT OF \$40,335.48; WITH AN ADDITIONAL CONTINGENCY AMOUNT OF \$4,664.52; FOR A TOTAL 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 way (ROWS); including lawn care and maintenance; and

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

WHEREAS, the 2018 VHAC Landscape Maintenance Bid was publicly opened on March 27, 2018 with the Acres Group Enterprises, Inc. of Wauconda, Illinois, submitting the lowest qualifying bid in the amount of \$40,335.48 with the option to renew the contract for two additional years with a 3% cost increase per year; and

WHEREAS, a contingency of \$4,664.52 will be available within the FY2018-19 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 2018 VHAC Landscape Maintenance Bid Contract to Acres Group at a price not to exceed \$45,000 within the 2018-19 Fiscal Year.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Acres Group in an amount not to exceed \$45,000 within the 2018-19 Fiscal Year for the 2018 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 2018-047.

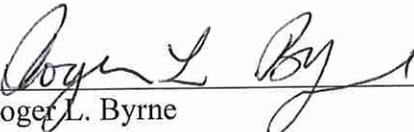
Dated the 3rd of April, 2018

Adopted by roll call votes as follows:

AYES: 5 – Takaoka, Hebda, Schultz, Marquardt, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Oppenheim



Roger L. Byrne
Village President

PASSED:04/03/2018
APPROVED:04/03/2018
ATTEST:04/04/2018



Mark Fleischhauer
Village Clerk



**CONTRACT FOR
VHAC Landscape Maintenance 2018
BETWEEN
THE VILLAGE OF VERNON HILLS
AND
ACRES GROUP**

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 Acres Group "Contractor", make this Contract as of the 4th day of April, 2018, and hereby agree as follows:

SCOPE OF SERVICES

The **CONTRACTOR** shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to mow turf-grass and perform other landscape maintenance tasks 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 – CONTRACT REQUIREMENTS

1.1 PERFORMANCE OF THE WORK

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

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

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

1.2 COMMENCEMENT AND COMPLETION DATES

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

1.3 REQUIRED SUBMITTALS

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

1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS

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

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

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

1.5. CONDITIONS AT THE WORK SITE

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

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

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

1.6 TECHNICAL ABILITY TO PERFORM

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

1.7 FINANCIAL ABILITY TO PERFORM

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

1.8 TIME

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

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

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

Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

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

PART 2 -- GENERAL REQUIREMENTS

2.1 ADMINISTRATION AND ADDITIONAL WORK

This contract will be under the direct administration of the DIRECTOR OF PUBLIC WORKS (hereinafter DIRECTOR) and detailed administration of the contract shall be provided by the 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.

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 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.

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 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.

2.4 PROTECTION OF UTILITIES

Mowing operations may be conducted in areas where electric, telephone, and cable television poles and wires exist. The CONTRACTOR shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage due to CONTRACTOR'S operations. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for any required work by the utility in the areas specified by this

contract, delays encountered by the CONTRACTOR in waiting for the utility to complete its work shall not be the responsibility of the CONTRACTOR.

2.5 LOCATIONS AND SCHEDULE OF WORK

The VHAC is generally located at 311 Nike Parkway. The extent of the grounds to be maintained is detailed on the Limit of Maintenance Map, Attachment B.

The site SHALL be mowed following the Calendar of Operations (Attachment C) 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 C) 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.

2.6 CONCURRENT OPERATIONS

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

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

2.7 WORKING HOURS

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

2.8 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.

2.9 LICENSES AND PERMITS

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

2.10 SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

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

The VILLAGE'S approval of any subcontractor, supplier, and subcontract shall not relieve CONTRACTOR of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this

Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of CONTRACTOR. Every reference in this Contract to "CONTRACTOR" shall be deemed also to refer to all subcontractors and suppliers of CONTRACTOR.

B. Removal of Subcontractors and Suppliers.

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

2.11 SEVERABILITY

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

2.12 LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

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

B. ACCIDENT NOTIFICATION

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

C. REPAIRS AND RESTORATION

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

2.13 EXECUTION OF CONTRACT

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

2.14 RECORDKEEPING AND WORK REPORTS

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

2.15 EQUIPMENT

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

2.16 EQUIPMENT STORAGE

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

PART 3 – SPECIFIC REQUIREMENTS

3.1 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 C). Landscape Maintenance shall be paid at the contract unit price for each item and as detailed in Section III, Part 6.3; 'Payments'.

- 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 and Softball field (Fields 1-6) turf shall be maintained at 2 inches throughout the growing season and as outlined below.
- Soccer and Football field (Fields 7-12) turf shall be maintained at 2½ inches throughout the growing season and as outlined below.
- Areas outside the playing fields shall be maintained at 2 1/2 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.

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 1-6. The six baseball/softball fields shall be maintained at 2 inches, mowed twice per week during the playing season (begins mid April and ends mid July) per the Calendar of Operations Attachment C. Mowing the baseball/softball fields shall take place on Tuesday and again on Friday each week when mowing the entire site (weather permitting). Before and after the playing season all playing fields shall be mowed once per week. No more than 1/3 of the grass blade shall be removed per cutting, unless otherwise specified by Owner.

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.

This work shall be paid for at the contract unit price per Each for Mowing Fields 1-6 which shall include all labor, equipment, and materials necessary to complete the work.

C. MOWING OF FIELDS 7-12. The six soccer-football fields shall be maintained at 2 ½" inches, mowed twice per week during the playing season (begins on April 20 and ends on September 2). Mowing the soccer-football fields shall take place on Tuesday and again on Friday each week when mowing the entire site (weather permitting). Before and after the playing season all playing fields shall be mowed once per week. No more than 1/3 of the grass blade shall be removed per cutting, unless otherwise specified by Owner.

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.

This work shall be paid for at the contract unit price per Each for Mowing Fields 7-12 which shall include all labor, equipment, and materials necessary to complete the work.

3.2 OTHER MAINTENANCE SPECIFICATIONS

The following maintenance operations shall be performed to these specifications and done according to the Calendar of Operations (Attachment C). 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 C).

- **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 C).

- 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 C).

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 C). 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, including water features, 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, water features, 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, water features, 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.

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 DIRECTOR or FORESTRY 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, 2018. 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 2018. 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 total, 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.

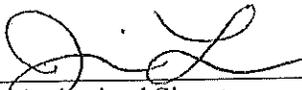
PART 5- SPECIAL PROVISIONS

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 Acres Group (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

Account Manager

Title

Acres Group

Company

March 27, 2018

Date

Certification of Substance Abuse Prevention Program

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


Authorized Signature

Account Manager
Title

Acres Group

Company

March 27, 2018

Date

PART 6 – FINANCIAL ASSURANCES

6.1 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.

6.2 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

7.1 CONTRACT PRICE

The VILLAGE shall pay to CONTRACTOR, in accordance with and subject to the terms and conditions set forth in this Part 7 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 8.3 of this Contract.

B. Use of Withheld Funds. The VILLAGE shall be entitled to retain any and all amounts withheld pursuant to Subsection 7.5A 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

8.1 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.

8.2 CONTRACTOR'S REMEDIES

If the VILLAGE fails or refuses to satisfy a final demand made by CONTRACTOR pursuant to Section 8.1 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.

8.3 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.

8.4 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

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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:

Acres Group
610 W. Liberty St
Wauconda, IL 60084

9.6 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.

9.7 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

ATTACHMENT A

Schedule of Unit Prices and Totals Worksheet

VHAC Landscape Maintenance 2018

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

<u>Item No.</u>	<u>Items</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
1.	Mowing and Trimming Entire Site	Each	30	\$ 652.16	\$ 19,564.80
2.	Mowing Fields 1 - 6	Each	14	\$ 320.99	\$ 4,493.79
3.	Mowing Fields 7 - 12	Each	23	\$ 320.99	\$ 7,382.66
4.	Edging	Each	3	\$ 519.69	\$ 1,559.07
5.	Weeding & Cultivation	Each	6	\$ 504.41	\$ 3,026.43
6.	Bed Pre-Emergent Herbicide	Each	1	\$ 178.33	\$ 178.33
7.	Bed Post Nonselective Herbicide	Each	2	\$ 127.38	\$ 254.75
8.	Spring and Fall Cleanup	Each	3	\$ 458.55	\$ 1,375.65
9.	Mulch Installation	Cubic Yard	100	\$ 25.00	\$ 2,500.00

TOTAL 2018 VHAC Landscape Maintenance Contract

\$ 40,335.48

Vernon Hills Athletic Complex Attachment B

1 inch = 500 feet



Limit of Maintenance



BID PROPOSAL

VILLAGE OF VERNON HILLS
PUBLIC WORKS DEPARTMENT

VHAC Landscape Maintenance 2018

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 2018 \$ 40,336.48

Percentage Increase for 2019 3 %

Percentage Increase for 2020 3 %

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.


Signature

Acres Group

Company Name

March 27, 2018

Date

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT Acres Group Principal, hereinafter called the Contractor, and _____ as Surety, hereinafter called the Surety, are held and firmly bound into the Village of Vernon Hills, Illinois, as obligee, hereinafter called the Village, in the amount of the Contractor and Surety bind themselves, their heir, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated the Village for:

VHAC Landscape Maintenance 2018

In accordance with Plans, Specifications, and Special Provisions prepared by the Village of Vernon Hills, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THESE OBLIGATIONS are such that, if the Contractor shall promptly and faithfully perform said Contract, then the obligation of his bond shall be null and void, otherwise it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alternation of extension of time made by the Village.
- B. Whenever the Contractor shall be, and is declared by the Village to be, in default under Contract, the Village having performed in the Village's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
 1. Complete the Contract in accordance with its terms and conditions
or
 2. Obtain a bid or bids for submission to the Village for completing the Contract on accordance with its terms and conditions, and upon determination by the Village and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Village and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract of Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less that balance of the Contract Price. The terms "balance of Contract Price" as used in this paragraph, shall mean the total amount payable by the Village to the Contractor under the Contract and any amendments thereto, less the amount previously paid by the Village to the Contractor. It is the intention of this undertaking that the total cost and expenditure by the Village shall not exceed the Contract Price.

- C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators, or successors of the Village.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Contractor and Surety shall pay to all persons, firms, or corporations having contracts directly with the Contractor or with Subcontractors all just claims due to them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS 21st DAY OF March, 2018.

IN THE PRESENCE OF:

Paul W. [Signature]
(Principal)

Witness

Patricia Ring

Vice President of Finance
(Title)

(Surety)

Witness

(Title)