

Finance Department
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2198
Phone 847-459-2525
Fax 847-459-7906

Landscaping Maintenance Services 2019 Addendum #2

TO: Prospective Respondents and Other Interested Parties

FROM: The Village of Buffalo Grove Finance Department

ISSUE DATE: February 14, 2019

SUBJECT: ADDENDUM #2

Note: This Addendum is hereby declared a part of the original bid documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the bid Documents for Landscape Maintenance Services

Q1. Can you provide me with copies of the previous bid results, bid packet and award of contract.

A1. The Village previously bid out these services with different quantities and services levels. While the Village will provide the requested information it should be noted that the services and quantities for the "ROW and Median Mowing" project are significantly different than those in the previous bid.(attached)

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #2. PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR RESPONSE.

RESPONDENT: _____

SIGNED: _____ DATE: _____

TITLE : _____

Village of Buffalo Grove
Finance Department

Landscaping 2017

Tabulation table with columns for Bid Opening: March 13, 2017 and various contractor names including A. M. Landscape Design LLC, Fleck's Landscaping, Gilio Landscape Contractors, Langton Group, Milieu Design Inc., On the Green Solutions, and Reliable Property Services.

Table with columns for Bid Bond, Signed Proposal Form, Signed Public Contract Statements, and Contract Modifications Requested, with Yes/No responses for each contractor.

Table with columns: Common Name, Approx. Turf Acre, Map ID Number, Bid Amount Per Week, Bid Amount One Year (28 Cuts).

Tier 1 Service Areas table listing items like Fire Station 25, Fire Station 26, Fire Station 27, Jackson Drive Detention, Metra/Pace Station, Rolling Hills Retention, Village Campus, Village Green, Well Station 1, Well Station 2, Well Station 6, Well Station 7.

Tier 2 Service Areas table listing items like Median/Right-of-Way, Amberleigh Detention, Barclay Bike Path, Birchwood Detention, Blue Ash Detention, Brandywyn Detention, Buffalo Creek Nature Preserve, Buffalo Grove Rd and Aptakisic Road Detention, Carlyle Detention, Com Ed, Deerfield Welcome Sign, Devonshire Retention, Elmwood Detention, Farrington Bridge, Joseph Court Retention, Knollwood Retention, Lucinda Retention, Mirielle Retention, Old Arlington Court Detention, Orchard Detention, Port Clinton and Buffalo Grove Road Fields, Prairie Grove Detention, Ridgewood Retention, River Oaks East, River Oaks West, Roslyn North Detention, Roslyn South Detention, Sterling Creek, Vintage Retention, Westchester Retention 1, Westchester Retention 2, White Pine Ditch, Winfield Detention, Avalon ROW, Edenvale ROW.

Tier 2 Service Areas - Cul-De-Sac Islands table listing items like Crab Apple Ter, Shambless Ct, Gail Dr, Cobblestone Ct, Acorn Pl, Chestnut Ter N, Chestnut Ter S, Chateau Ct, Farrington Dr, Lasalle Ln, Lyon Ct, Strathmore Ct, Blue Ash Dr.

Totals table for Tier 1 and Tier 2 Service Areas, showing Bid Amount Per Week, Bid Amount One Year (28 Cuts) for each year (Year 2, Year 3) and a Three Year Total Contract Cost.

Tier 2 Optional Service Areas - Cul-De-Sac Islands table listing Option 1, Cul-De-Sacs with Bid Amount Per Week and Bid Amount One Year (28 Cuts).

Totals table for Tier 2 Optional Service Areas, showing Bid Amount Per Week, Bid Amount One Year (28 Cuts) for each year (Year 2, Year 3) and a Three Year Total Contract Cost.

Red text indicates an error on the bid submittal



Finance Department
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2198
Phone 847-459-2525
Fax 847-537-7906
brobinson@vbg.org

NOTICE OF AWARD

Grayson Harms:
Reliable Property Services
5440 Willow Road, STE 122.
Waunakee, WI 53597

3/21/2017

You are hereby notified of an award of contract as concerns the Landscaping 2017 Project as submitted in your proposal dated March 7, 2017, in an amount not to exceed \$149,377.00

Certificates of Insurance, Performance & Payment Bonds and Illinois Department of Insurance Certificates of Authority must be submitted prior to work commencing.

We would like to schedule a kickoff meeting as soon as possible to discuss setup and execution of the contract and performance monitoring of the work to be performed. Please call me to schedule this meeting when you have all the documentation in order.

We look forward to working with you and your staff and request that you submit the required documentation to my office as soon as possible so as not to delay the start date.

If you have any questions please let me know.

VILLAGE OF BUFFALO GROVE

Brett Robinson
Purchasing Manager

Cc: Mike Skibbe, Tom Milas

Village of Buffalo Grove

Landscaping 2017

Bid and Contract Documents

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INVITATION TO BID
LANDSCAPING 2017

RECEIPT OF BIDS

Sealed bids for the Village of Buffalo Grove Landscaping 2017 are invited and will be received by the Village of Buffalo Grove (hereinafter referred to as the Village) at 50 Raupp Boulevard (Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than 10:00 A.M. Local Time on **Monday, March 13, 2017**. Bids will be publically opened and read aloud. Each Bidder shall be required to submit three paper copies of their respective bid in a sealed envelope or box. Sealed envelopes or packages containing bids shall be marked or endorsed:

VoBG-2017-09 Bid for Village of Buffalo Grove, Illinois
LANDSCAPING 2017

GENERAL DESCRIPTION OF WORK

The following invitation for bid involves mowing and trimming various sites within the Village of Buffalo Grove.

PRE-SUBMISSION MEETING

It is recommended that Contractors attend a pre-submission meeting at **9:00 a.m. Local Time on Tuesday, February 28, at 9:00 AM** at the Buffalo Grove Village Hall at 50 Raupp Blvd, Buffalo Grove, Illinois. During the pre-submission meeting, the Village will provide an overview of the bid documents and field questions.

QUESTIONS

All comments or concerns regarding this Invitation to Bid shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org. All such e-mails must contain "Landscaping 2017" in the subject line of the e-mail. This will allow for responses to go to all Contractors in the event that the question is relevant to all those involved.

All questions must be received by **Monday, March 6, 2017 at 9:00 a.m. Local Time**. It is strongly encouraged that questions be submitted in writing to the Village prior to the pre-submission meeting on **Tuesday, February 28, at 9:00 AM** pursuant to the instructions above.

For information on how to receive a copy of the Bid Package contact the Office of the Village Clerk at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org

HOLDING OF BIDS

No Bid shall be withdrawn after **Monday, March 13, 2017**, at 10:00 AM without the consent of the Village, for a period of sixty (60) calendar days.

QUALIFICATION OF CONTRACTORS

It is the intention of the Village to award a contract only to the Contractor who furnishes satisfactory evidence that they have the requisite qualifications, capital, facilities and ability to enable them to complete the work successfully, promptly, and within the time named in the Contract Documents.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Contractor to perform the work, and the Contractors shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Bids if the evidence submitted by, or investigation of such Contractor fails to satisfy the Village's expectations.

RESERVATION OF RIGHTS

The Village reserves the right to accept the Contractor's submission that is, in the Village's judgment, the best and most favorable to the interests of the Village and the public; to reject the lowest bid; to accept any item in the Contractor's submittal or a portion thereof; to reject any and all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Contractor's submission when to do so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Contractor should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Bid.

INSTRUCTIONS TO BIDDERS

1. Bid to be made on Schedule of Prices form which is included in the Contract Documents.
2. Bid documents must be accompanied by an acceptable bid bond.
3. Public Contract Statements must be signed, notarized and submitted with the bid documents.
4. Bidders shall at the time of making its Bid, and as part of its Bid, submit a list of all the subcontractors and equipment suppliers with whom it proposes to contract, and the class of work or equipment to be performed or furnished by each. Such list shall not be added to, nor altered, without the written consent of the Village. The Village reserves the right to approve any and all subcontractors and no subcontractor shall be allowed to do work unless they are listed in the Bidder's Bid, or in a subsequent written statement to the Village.
5. Bidder shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Village shall be with the Bidder. Subcontractors shall be recognized only in such capacity.
6. The Village reserves the right to accept the Contractor's submission that is, in the Village's judgment, the best and most favorable to the interests of the Village and the public; to reject the lowest bid; to accept any item in the Contractor's submittal or a portion thereof; to reject any and all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Contractor's submission when to do so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Contractor should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Bid.
7. The bid security of the two (2) apparent low bidders for the Contract will be held until the contract is executed and approved and then returned to these bidders. The balance of the bid securities submitted will be returned within ten (10) calendar days after the opening of bids.
8. All bidders are prohibited from making any contact with the Village President, Trustees, or any other official or employee of the Village (collectively, "Municipal Personnel") with regard to the Work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any bidder that is found to have contacted Municipal Personnel in any manner with regard to the Work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.
9. Any bidder may be required by the Village to submit additional data to satisfy the Village that such bidder is prepared to fulfill the Contract, if it is awarded to them.

10. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the sites of the work, the structure of the ground, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed.
11. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matters or things concerning which the Contractor did not inform itself prior to bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other Contractor.
12. Contractor shall obtain, at its own expense, all permits and business licenses and all other licenses which may be required to complete the Work and/or be required by municipal, county, state, and federal regulations and laws.
13. Bidder shall provide with the bid response at least three (3) references from work performed within the last 3 years. References provided by local Illinois governments are strongly preferred.
14. Any additions, deletions or exceptions to the Specifications or Schedule of Prices may cause your bid to be disqualified

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed bidder/contractor hereby certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (bid or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Contractor/Bidder/Supplier

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 2017.

Notary Public

Notary _____ Expiration _____ Date _____

SCHEDULE OF PRICES

LANDSCAPING 2017

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

50 Raupp Blvd, Buffalo Grove, Illinois 60089

FULL NAME OF BIDDER: _____

MAIN BUSINESS ADDRESS: _____

PLACE OF BUSINESS: _____

The undersigned, declares that it has carefully examined the location of the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Bid is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "LANDSCAPING 2017", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

If this bid is accepted, and the undersigned fails to contract as aforesaid and to give the Bond for Faithful Performance required by the Special Conditions of the Contract and by law, and to provide all insurance as required by the Contract Documents within fifteen (15) calendar days after the date of the award of the Contract, the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

If awarded a contract under this Bid, the undersigned proposes to commence work at the site within fifteen (15) calendar days after the effective date of the Notice to Proceed.

BID SECURITY

Accompanying this Bid is a _____

in the amount of _____ Dollars

(\$ _____).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least five percent (5%) of the Total Base Bid.

SCHEDULE OF PRICES

LANDSCAPING 2017

Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Week	Bid Amount One Year (28 Cuts)
Tier 1 Service Areas				
Fire Station 25	0.92	A		
Fire Station 26	2.98	B		
Fire Station 27	1.33	C		
Jackson Drive Detention	2.71	D		
Metra/Pace Station	6.25	E		
Rolling Hills Retention	5.41	F		
Village Campus	4.71	G		
Village Green	2.36	H		
Well Station 1	0.38	I		
Well Station 2	2.20	J		
Well Station 6	1.62	K		
Well Station 7	2.90	L		
Tier 2 Service Areas				
Median/Right-of-Way	52.59	Varies		
Amberleigh Detention	1.75	1		
Barclay Bike Path	1.87	2		
Birchwood Detention	2.05	3		
Blue Ash Detention	1.07	4		
Brandywyn Detention	1.97	5		
Buffalo Creek Nature Preserve	3.63	6		
Buffalo Grove Rd and Aptakisic Road Detention	0.79	7		
Carlyle Detention	0.97	8		
Com Ed	16.46	9		
Deerfield Welcome Sign	0.19	10		
Devonshire Retention	1.71	11		
Elmwood Detention	0.96	12		
Farrington Bridge	1.44	13		
Joseph Court Retention	0.82	14		
Knollwood Retention	1.20	15		
Lucinda Retention	0.38	16		
Mirielle Retention	2.97	17		
Old Arlington Court Detention	0.32	18		
Orchard Detention	0.44	19		
Port Clinton and Buffalo Grove Road Fields	3.24	20		
Prairie Grove Detention	3.17	21		
Ridgewood Retention	2.26	22		
River Oaks East	0.80	23		
River Oaks West	0.69	24		
Roslyn North Detention	1.29	25		
Roslyn South Detention	0.75	26		
Sterling Creek	2.32	27		
Vintage Retention	1.51	28		
Westchester Retention 1	3.71	29		
Westchester Retention 2	2.34	30		
White Pine Ditch	6.54	31		
Winfield Detention	0.83	32		
Avalon ROW	0.02	33		
Edenvale ROW	0.06	34		
			Subtotal A.	

SCHEDULE OF PRICES (cont.)

LANDSCAPING 2017

Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Week	Bid Amount One Year (28 Cuts)
Tier 2 Service Areas - Cul-De-Sac Islands				
Crab Apple Ter	0.02	37		
Shambliss Ct	0.05	43		
Gail Dr	0.05	44		
Cobblestone Ct	0.01	35		
Acorn Pl	0.02	36		
Chestnut Ter N	0.05	42		
Chestnut Ter S	0.06	46		
Chateau Ct	0.02	40		
Farrington Dr	0.02	38		
Lasalle Ln	0.03	41		
Lyon Ct	0.02	39		
Strathmore Ct	0.18	47		
Blue Ash Dr	0.06	45		
			Subtotal B.	
		Subtotal A + Subtotal B	Total	
Tier 2 Optional Service Areas - Cul-De-Sac Islands				
Option 1. Cul-De-Sacs	3.66	varies		
			Total	

Do you agree with the Escalation clause in the General Conditions of the Contract?(page 25) _____ (Yes/No)

If the response to the above is **No**, then please complete the following:

2nd year contract option - the Bid Amount per Week shall be adjusted by _____. ____ percent (+/-).

3rd year contract option - the Bid Amount per Week shall be adjusted by _____. ____ percent (+/-).

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

Date

Phone

Legal Entity

E-mail

(Sign here)

(Print Name)

REFERENCE LISTING

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

PLANS AND SPECIFICATIONS

The Plans shall be understood to include the Appendices, Exhibits, and map sheets that are attached and which are incorporated hereby.

The Specifications shall be understood to include the specifications as set forth in the Village of Buffalo Landscaping 2016 Bid Specifications.

**VILLAGE OF BUFFALO GROVE
LANDSCAPING 2017
BID SPECIFICATIONS**

1. SCOPE OF WORK

A mowing schedule will be negotiated with the Contractor upon awarding the contract. Each morning by 8:00 A.M. the Contractor will email the Village of Buffalo Grove Supervisor of Forestry and Grounds (Supervisor of Forestry and Grounds) or his designee the Daily Mowing Checklist indicating which sites have been mowed the previous day and which sites are scheduled to be mowed that day. It is the Contractor's responsibility to adhere to the schedule and to ensure that all scheduled mowing is completed. A minimum of one member of the crew must have proficient communication skills (both written and oral) in English in order to communicate effectively with the Supervisor of Forestry and Grounds or his designee. The name of the foreman or supervisor of the Contractor crew shall be provided to the Village in writing, complete with a phone number for the Village to use in the event of an emergency situation. A Driver's Abstract and/or background check will be performed on all members of the Contractor's crew. The Village will inspect the sites after completed to determine acceptability. If the mowing does not comply with specifications, the Village will notify the Contractor. The Contractor will correct any unacceptable mowing at his/her own expense. No mowing of school sites on school days when children are present on grounds during recess, gym or lunch, see Schedule of Prices and Map of Mowing Sites (Appendix A.) for locations. Contractor must confirm Village's estimate of turf to be mowed with Village representative at pre-bid meeting prior to bidding. Allowances are made for adverse weather conditions but each site will be mowed once every seven calendar days. Mowing of each site will be completed on the day it is started. The Village reserves the right to notify the Contractor when mowing is not necessary due to weather that has been too dry, wet, cold, or when special circumstances arise. If no mowing is done, no payment will be made.

2. MOWING

Trash and Debris – The entire site will be picked up. Trash and glass, any debris, such as light branches and twigs shall be disposed of by Contractor off site to an appropriate refuse facility before mowing begins and not disposed of in Village refuse cans. Paper trash and other litter must not be mowed so as to detract from the site.

Any heavier limbs downed by storms or other causes may be the Village's responsibility. The Contractor will notify the Village of Buffalo Grove immediately if any large limbs or other damage is found.

Height of Cut – Mowers will be set at 3". In other words, mower settings should depend upon terrain being mowed to ensure a final grass height of 3". In no case shall more than 1/3 of the grass blade be cut at one time. The Supervisor of Forestry and Grounds or his designee shall have the right to check equipment for compliance. The Village reserves the right to adjust the height of cut. At the request of the Village, if the grass exceeds 4.0 inches, cutting shall commence even if less than one week has elapsed since the last cutting.

3. FREQUENCY OF MOWING

Mowing shall be accomplished at least once at each site, every seven calendar day period. Mowing and Trimming at each site shall be completed the day it is started.

4. TRIMMING

Final trimming around permanent objects, such as buildings, curbs, trees, posts, shrubs, fences, play equipment, bleachers and signs, shall be accomplished with suitable mechanical equipment (string trimmer) at the same cutting height as the rest of the turf areas. Trimming shall be completed weekly during each mowing cycle. Trimming shall include removal of any weeds, grass, or new growth coming from the trunk or base of a tree ("suckers") as needed, by hand or mechanical means, from around tree and shrub beds or rings. Trees and shrubs shall not be "barked" or damaged by the use of mowers, trimmers or other equipment.

5. TIER 1 SERVICE

Locations designated as Tier 1 Service areas, as shown on the attached map and as listed in the Schedule of Prices, shall have the following additional services performed.

- a) Each week weeds shall be removed from all mulch beds.
- b) Once every four weeks all mulch beds and sidewalks shall be edged. Sidewalks are to be swept clean immediately after edging.
- c) Once every eight weeks bushes and shrubs shall be trimmed as directed by the Supervisor of Forestry and Grounds or his authorized representative.
- d) Once each year as directed by the Supervisor of Forestry and Grounds or his authorized representative an Annual Spring Clean-up shall be performed. The Annual Spring Clean-up is to include cutting back perennials and ornamental grasses. Removing excess mulch and leaves from planting beds, and raking up small sticks and evergreen needles.

6. PERFORMANCE

The Contractor will not mow, walk or use any equipment on turf areas when frost is present, where standing water is present, or in areas saturated with water. Turf areas are considered saturated when water puddles in footsteps. If mowing cannot be delayed and Contractor has obtained the Village permission, the Contractor may use a smaller piece of equipment that will not cause "tracking" or other visible damage to the turf. Contractor will not operate equipment at speeds that exceed conditions that "knock down" the turf instead of cutting the grass blade.

Contractor will submit a list of proposed equipment to be used at each mowing site with their bid. The Village reserves the right to approve use of the appropriate equipment for each site.

If the Contractor damages any site he/she will immediately make all necessary repairs to return the site to its original condition. When the repairs are completed, the Contractor will notify the Village to inspect the site for acceptance. Any and all repairs for damage caused by the Contractor will be done at the Contractor's expense. If the Contractor is unable to make acceptable repairs within ten (10) calendar days, the Village will have the repairs completed and deduct the cost from monies owed to the Contractor. De-barking, girdling damage or ring-barking trees by striking the tree with a mower deck or excessive damage caused by a string trimmer may cause the contractor to be subject to a penalty of \$275 per tree affected.

7. FINAL APPEARANCE

Picking up or bagging of cut grass and raking of leaves will not normally be required. Mowing patterns shall be such that the clippings and mulches are evenly distributed, not wind-rowed into noticeable deposits. Grass clippings shall not be blown into planting beds, or tree rings. At no time shall the equipment be used that the grass clippings be discharged toward buildings or into public streets or roads. Grass clippings will not be allowed to accumulate on hard surface areas, such as sidewalks, playgrounds, paths, basketball courts, roads, parking lots, etc. Mowing patterns will be established and equipment operated so that the height of cut is uniform and no scalping occurs. Mowed areas shall be uniform in cut and trim appearance. Village shall reserve the right to require a follow-up mowing and trim at no additional cost to the Village, if the site is deemed to be not presentable to the public.

8. EQUIPMENT CONDITION

Mowing equipment shall be kept in good, safe operating condition, and conform to OSHA standards. A list of equipment shall be provided and approved by the Village. Once equipment is approved this will be the only equipment allowed to be used on the Village properties unless notice is given and new equipment is approved. Oil and gasoline shall not be leaked onto grass or other surfaces. All required guards and safety devices must be operating. Cutting blades must be kept sharp so that the grass is cut properly.

9. FUELING AND OILING

Mowers will not be fueled or oiled in grass areas. They should be moved to paved areas for this function. Spilled gasoline and oil kills grass. Any quantity of gas or oil spilled, within the Village Buffalo Grove premises, should be reported to the Supervisor of Forestry and Grounds immediately.

10. LENGTH OF SERVICE

The Contractor shall accomplish mowing for twenty-eight (28) consecutive weeks beginning in April. Final mowing shall be in the month of October or to be determined by the Village's representative and the Contractor. The Village reserves the right to add or delete up to 5 weeks based on the growing conditions. The weekly unit price will remain valid throughout 2017. During conditions when mowing may not be needed, Village may require visits for additional "finish" work, such as removal of tree suckers, trimming and weeding as specified in Section 4 Trimming.

11. HOURS

The Contractor shall schedule his normal work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except at sites with ball diamonds, at which the work shall be accomplished between the hours of 7:00 a.m. and 3:00 p.m. Village ordinance will not allow mowing to begin before 7:00 a.m. on weekday and 8:00 a.m. on weekends. Mowing operations can only be conducted on weekends with prior permission from the Supervisor of Forestry and Grounds between 9:00 a.m. and 3:00 p.m. on Saturday and 10:00 a.m. and 4:00 p.m. on Sunday.

12. INTERACTION WITH RESIDENTS

The Buffalo Grove Village gives priority of use to its sites to residents and visitors. The Contractor's vehicles and personnel shall be marked as to be easily identifiable by the residents and visitors. The work force of the Contractor shall be courteous to residents and visitors at all times. The work of the Contractor shall not interfere with scheduled events at a site and shall not, within reason, interfere with residents and visitors' enjoyment of a site. Any conflict or potential conflict between the work force and residents and visitors shall be reported to the Supervisor of Forestry and Grounds immediately. Rescheduling of work because of residents and visitors use shall not be grounds for failure to comply with frequency of service specified herein.

13. PUBLIC SAFETY

The Contractor shall not operate machinery in a manner that would in any way endanger residents and visitors. The Contractor shall be particularly careful to protect against injury from objects thrown by mowing equipment. Contractor will not operate any equipment on Village property with altered or missing guards or safety equipment.

14. PROTECTION OF UTILITIES

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 resulting from Contractor's operations.

15. LEAVES

Leaves shall be mulched no less than once a week. Mulching shall begin as soon as leaves begin to fall and continue until the end of the contract. Mulching of leaves shall be subject to all requirements of Section 7 Final Appearance.

16. CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the Village of Buffalo Grove. The Village reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of 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.

17. STORAGE AREA FOR TRUCKS AND ALL OTHER CONSTRUCTION RELATED EQUIPMENT AND MATERIALS

No overnight parking of trucks and other related equipment or materials will be allowed on Village streets. Parking of trucks and other related equipment or materials on other public property must be approved by the Supervisor of Forestry and Grounds or his authorized representative. Parking of any trucks, equipment, or materials on private property is prohibited, unless otherwise permitted by law.

18. ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of vehicles, persons and properties. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Supervisor of Forestry and Grounds or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Supervisor of Forestry and Grounds or his authorized representative to discontinue such practice. Contractor shall be responsible for all safety-related matters.

19. SUBLETTING OR ASSIGNMENT OF CONTRACT

If the Contractor sublets any part of the work to be done under the Contract, they shall not under any circumstances be relieved of its liabilities. All transactions of the Supervisor of Forestry and Grounds or his authorized representatives shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of its contract to any person, firm or corporation without written consent of the Village of Buffalo Grove Director of Public Works or his authorized representative.

20. GENERAL

The Contractor shall at all times have a competent person in charge of its work crew at the job site, to which the Village representative may issue directives. Such a person shall be authorized to accept and act upon such directives.

21. DEFAULT PENALTY

THE VILLAGE RESERVES THE RIGHT TO VOID THE CONTRACT IF THESE SPECIFICATIONS ARE NOT MET. THE CONTRACTOR WILL HAVE SEVEN (7) CALENDAR DAYS TO RESOLVE ISSUES BEFORE THE CONTRACT IS VOIDED. \$65.00 PER HOUR PER EMPLOYEE WILL BE DEDUCTED FROM THE MONTHLY INVOICE FOR NON-COMPLIANCE OF CONTRACTUAL DUTIES THAT ARE SUBSEQUENTLY COMPLETED BY VILLAGE STAFF.

GENERAL CONDITIONS OF THE CONTRACT

1. Contract Security

The Contractor shall furnish a Performance and Payment bond in an amount at least equal to 100 percent of the aggregate amount of the Contract as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

2. Contractor's Insurance

Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Indemnity/Hold Harmless Provision

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

2. Kotecki Waiver. In addition to the requirements set forth above, the Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

3. Retention of Payments:

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

4. Patent Fees and Royalties:

Contractor shall indemnify and hold harmless the Village and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

5. Request for Payment:

Contractor shall submit sworn Contractor's affidavit along with executed lien waivers with request for payment.

6. Certificate of Authority and Surety Certificate

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance (IDOI) for the bonding company that they are using.

The Contractor shall also furnish the Village with a current Certificate of Authority issued by the Illinois Department of Insurance (IDOI) for the insurance company that they are using.

7. Plans and Specifications

The Plans and Specifications and any work shown thereon shall be executed the same as if specifically mentioned herein and should any discrepancy between plans and specifications appear, the ruling of the Public Works Director on the interpretation thereof shall be final and binding.

It is the intention of these Plans and Specifications to provide for the maintenance work in a complete, thorough and workman-like manner. The Contractor to whom the work is awarded shall furnish all materials, labor, tools, appliances, appurtenances, and all things necessary to complete the work in accordance with these Plans and Specifications, and anything omitted that may be interpreted as reasonably necessary to such completion is to be merged in the prices bid for the maintenance.

8. Changes

- a) Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- b) Contractor may propose changes by submitting a request for change to the Village of Buffalo Grove Public Works Director (Public Works Director) or his designee, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation.
- c) Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation. On request, provide additional data to support computations
- d) Execution of Change Orders: Change order shall not be considered valid until executed by both the Village and the Contractor.

9. Extra Work

No claim whatsoever will be allowed the Contractor for changes, extra work or material not completed or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the Contractor is first ordered in writing by the Public Works Director, and the price therefore agreed to in writing.

Minor changes or small modifications in the specifications which may be made to suit some special condition or situation shall not be construed as a precedent for like changes at other times, nor shall such modifications be construed by the Contractor as removing the work from the classification given in the bid, and placing it under the category of "Extra Work".

10. Notice of Starting Work

The Contractor shall notify the Supervisor of Forestry and Grounds forty-eight (48) hours before beginning any work on this Contract, or of its intention so to do; in case of a temporary suspension of the work he shall give a similar notice before resuming same.

11. Sequence

The Supervisor of Forestry and Grounds shall have the power to direct the order and sequence of the work. On any major portion of the work, all accessories shall be set coincident with the main construction. Payment for major portion of the work may be withheld until proper completion of accessories.

12. Supervision

The Supervisor of Forestry and Grounds shall have override power to superintend and direct the work, and the Contractor shall perform all of the work herein specified, to his entire satisfaction, approval and acceptance.

13. Contractor's Representative

The Contractor shall have at all times a competent foreman or superintendent at the work site, who shall have full authority to act for the Contractor and to receive and execute orders from the Supervisor of Forestry and Grounds, and any instructions given to such superintendant or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

14. Workers

The Contractor shall employ competent staff and shall discharge, at the request of the Public Works Director, any incompetent, unfaithful, abusive or disorderly workers in its employ. None but staff expert in their respective branches of work shall be employed where special skill is required.

15. Termination of Contract

If, at any time, the Public Works Director shall be of the opinion that the work under this Contract is unnecessarily delayed and will not be finished in the prescribed time, or that the work is not being performed in a satisfactory manner, he will so notify the Contractor in writing. If the Contractor has not within seven (7) calendar days thereafter taken such measures, as will in the judgment of the Public Works Director, insure the satisfactory completion of the work under this Contract, the Village may notify the Contractor to discontinue all work under the Contract and proceed to terminate the Contract.

16. 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 Supervisor of Forestry and Grounds 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 that the reports are forwarded to any other interested parties.

17. Nonassignability

The Contractor shall not assign the contract or any part thereof, to any other person, firm, or corporation without the previous written consent of the Village. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract

18. Default

In the event of the Contractor's nonperformance or breach of the contract terms, the contract may be canceled, in whole or in part, upon the Village's written notice of default and the Contractor's failure to resolve such default within five (5) calendar days of the notice. The Contractor shall be liable to the Village for all costs incurred in completion of the contract per Section 20. Default Penalty

20. Delay

The Contractor shall not be liable in damages for delay in performance when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, or by any other circumstances which are beyond the control of the Contractor. Under such circumstances, however, the Village may, at its option, cancel the contract.

21. Non-Waiver Of Rights

No delay or failure by either party to enforce any of the provisions of the contract or to exercise any right therein granted shall be deemed a waiver thereof or limitation in any respect on the right of either party then and thereafter to enforce all provisions of this contract and to exercise any such right.

22. Construction Schedule

The Contractor is to commence work at the sites within fifteen (15) calendar days after receiving the Notice to Proceed.

23. Term

The Agreement shall be in effect for one (1) year from the date of award. The Village of Buffalo Grove reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, the Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

Trial Period

In the event the successful Bidder has not in the past performed satisfactory landscaping services for the Village, a purchase order will be issued for a trial period of up to six (6) weeks prior to the award of the contract in order for the Village of Buffalo Grove to evaluate their services.

24. Escalation

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the agreement.

PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____

as Principal, and _____

as Surety, are held and firmly bound unto _____ the full

and just sum of _____ Dollars

(\$ _____), lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, The Principal has entered into a certain written Contract, dated _____

day of _____, 2016, with the _____ for _____

_____, as described in the foregoing

Contract.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects will and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of construction of the work provided in said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____

day of _____, 2016.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

WITNESS:

(If Individual or Firm)

ATTEST:

(If Corporation)

_____(SEAL)

_____(SEAL)

Surety

ATTEST:

(Surety)

VILLAGE OF BUFFALO GROVE

CONTRACT
LANDSCAPING 2017

THIS CONTRACT, made this ____ day of _____, 201__, by and between the VILLAGE OF BUFFALO GROVE (hereinafter called the "Village") a Municipal Corporation acting through its President, and Board of Trustees, and Contractor whom is awarded the Bid, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Village has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvement, and the Village of Buffalo Grove did award the Contractor a contract for said improvements:

NOW THEREFORE, for and in consideration of their mutual promises, covenant undertaking and Contract, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

Contractor agrees, at its own cost and expense, to do all work and to furnish all the labor, materials, equipment and other property to do, construct, install, and complete all the works and improvements included, all in full accordance with and in compliance with and as required by the hereinafter specified Plans and Specifications and Contract Documents for said works and improvements, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein mentioned include all of the Contract Documents, including but not limited to the following:

1. Village of Buffalo Grove Bid Specifications
2. The General Conditions of the Contract
3. The Contract
4. The Plans
5. Public Contract Statements
6. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
7. Schedule of Prices
8. Any and all other documents or papers included or referred to in the foregoing documents all of which documents are on file in the OFFICE OF THE VILLAGE CLERK, 50 Raupp Boulevard, Buffalo Grove, Illinois, all said documents being hereby incorporated herein and made a part herein by reference the same as if set forth herein.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit price as set forth in the Schedule of Prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in the Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the Village, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Plans and Contract Documents and the requirements of the Village Public Works Director.

ARTICLE IV – CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part which follows it numerically except as may be otherwise specifically stated applies. Said component parts are the following:

1. General Conditions of Contract
2. Bid Documents, Plans and Specifications
3. Contractor's Bid (Schedule of Prices)
4. The Contract

This Contract is intended to conform in all respects to applicable statutes of the State in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V – CONTRACT TIME

Contractor shall and agrees to furnish and deliver to the Village fifteen (15) calendar days after date of award of this contract the Faithful Performance and Payment Bond and the Insurance Certificates and Policies of Insurance required of him by the provisions of Paragraph 2 of the General Conditions of the Contract, and to do, prior to starting work, all other things which are required of them by the Contract Documents as a prerequisite of starting work.

ARTICLE VI

The Village agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove mentioned, according to the terms and conditions hereinabove contained or referred to, for the prices aforementioned, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Plans and Specifications and Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove.

B. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

C. Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

ARTICLE VII – MISCELLANEOUS PROVISIONS (cont.)

D. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the “Act”). All purchases and payments made under the Act shall be made directly by and between each municipality and the successful bidder. The bidder agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other municipalities during the extended term of this Agreement.

Bidder and the other municipalities may negotiate such other and further terms and conditions to this Agreement (“Other Terms”) as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide other Municipalities with all documentation as required in the Invitation to Bid, and as otherwise required by the Village of Buffalo Grove, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other municipalities
- Certificate of insurance naming each additional municipality as an additional insured

AGREEMENT ACCEPTANCE

LANDSCAPING 2017

VoBG-2017-09

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [insert Agency name] ("Owner") this _____ day of _____, 20____.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

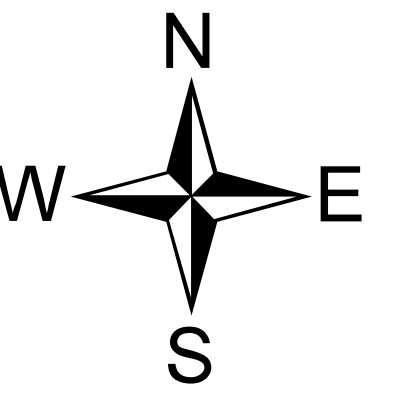
by: _____

Title: _____



Appendix A. Landscape Mowing Sites Village of Buffalo Grove

Last Updated: 1/18/2017



Legend

- Tier 1 - Site (A-L)
- Tier 2 - Median or Right-of-Way (Various)
- Tier 2 - Site (1-34)
- Tier 2 - Cul-De-Sac Islands (35-47)
- Option 1- Cul-de-sac Islands (159)

