



Village of Buffalo Grove

Landscape Maintenance Services

Bid and Contract Documents

Finance Department
2/7/2019

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INVITATION TO BID

Landscape Maintenance Services

The Village of Buffalo Grove (the “Village”) herein invites you to submit a bid for the maintenance of approximately **one hundred (100 acres)** of turf and landscaped areas at various sites located throughout the Village of Buffalo Grove, Illinois.

For information on how to receive a copy of the Bid Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids

TIMELINE

Friday, February 22, 2019

Due date for all questions regarding the Work
 (“Question Due Date”)

Tuesday, March 5, 2019

Bid Proposals due to the Village
 (“Bid Due Date”)

INSTRUCTIONS TO BIDDERS

QUESTIONS ON THE WORK

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org with the subject line “Landscape Maintenance Services”. All comments, concerns and questions regarding the Work must be received by the **9:30 AM CST** on the Question Due Date (defined above).

BID PROPOSAL DOCUMENTS

Each bidder must submit **three copies** of the following documents (collectively, the “**Bid Proposal**”):

1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Schedule of Prices **Exhibit B**;
3. Completed Reference List set forth on **Exhibit C**;
4. A list of the requested changes to the Contract citing the specific Article within the Contract and the specific change requested.

BID SECURITY

Along with the Bid Proposal, each bidder must submit with its Bid Proposal a bank draft, cashier’s check, certified check or bid bond equal to at least five percent (5%) of the Total Contract Price, as set forth in their Schedule of Prices (the “**Bid Security**”).

BID SUBMITTAL

Sealed Bid Proposals shall be delivered to the Village at the Office of the Village Clerk at 50 Raupp Boulevard, Buffalo Grove, Illinois 60089 on or before **9:30 AM** local time on the Bid Due Date. Each bidder shall deliver their Bid Proposal along with their Bid Security in a sealed envelope or box. The envelope or box shall be marked or endorsed:

VoBG-2019- 01 Bid for Village of Buffalo Grove, Illinois

Landscape Maintenance Services

NO WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the Village for a period of sixty (60) calendar days after the Bid Due Date.

QUALIFICATION OF BIDDERS

It is the intention of the Village to award the Work only to a bidder who furnishes satisfactory evidence that they have the requisite qualifications, capital, experience, facilities and ability to complete the Work successfully, promptly, and within the time frame set forth in these documents.

The Village reserves the right to make such investigations as it deems necessary to determine the qualifications and ability of any bidder. To that extent, all bidders agree to furnish to the Village any information and data requested by the Village in its investigation. Failure of a bidder to provide any information or data requested by the Village in its investigation will be grounds to reject that bidder from consideration for the Work.

INSTRUCTIONS TO BIDDERS

1. Bidders must inform themselves of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, building codes. No extra compensation will be given to any bidder who fails to apprise themselves of the conditions under which the Work is to be performed.
2. All changes requested by a bidder to the Contract must be submitted with their Bid Proposal.
3. Bidders shall be responsible, at their own expense, for all permits, business licenses and other licenses which may be required to complete the Work and required by local, county, state or federal government.

RESERVATION OF RIGHTS

The Village reserves the following rights regarding the bidding process:

1. The rights to accept the Bid Proposal that is, in the Village's sole judgment, the best and most favorable to the interests of the Village and the public.
2. To reject the lowest bidder.
3. To accept any item or any portion in any Bid Proposal from any bidder.
4. To accept and incorporate corrections, clarifications or modifications following the Bid Due Date when doing so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any bidder.
5. To waive irregularities and informalities in the procurement process or in any Bid Proposal; 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 bidders shall not rely upon, or anticipate, such waivers in submitting their Bid Proposal.
6. To disqualify any bidder that is found to have contacted the Village's personnel in any manner with regard to the Work.
7. The right to approve or disapprove of any or all subcontractors, or insist on no subcontractors, in connection with any Bid Proposal.
8. Reject any subcontractor from working on the Work if they are not listed in the Bid Proposal.
9. The Village shall hold the Bid Security from the two (2) lowest bidders until the Contract is signed for the Work.
10. Disqualify any bidder who requests changes to the Contract when such changes were not submitted with their Bid Proposal.

RESERVATION OF RIGHTS (cont.)

11. All Bidders are prohibited from making any contact with the any 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.

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the “Contract Statement”) has been executed by the below supplier, contractor or vendor (collectively the “Contractor”) in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

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 Contractor 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 Contractor 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 such tax 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 Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: 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/her Assistant, 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: _____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this ____ day of _____, 20__.

Print Name of Contractor

Signature

Print Title

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

EXHIBIT B – SCHEDULE OF PRICES
Landscape Maintenance Services

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 “Landscape Maintenance Services”, 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 (\$_____).

Notes:

- (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.**

EXHIBIT B – SCHEDULE OF PRICES - I. FINE MOWING & MAINTENANCE				
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	3.02	B		
Fire Station 27	1.33	C		
Jackson Drive Detention	2.69	D		
Metra/Pace Station	6.25	E		
Rolling Hills Retention	3.67	F		
Village Campus	4.54	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				
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	1.02	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	0.27	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	0.60	24		
Roslyn North Detention	1.29	25		
Roslyn South Detention	0.75	26		
Sterling Creek	2.32	27		
Vintage Retention	1.23	28		
Westchester Retention 1	2.42	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		
	100.16	Total One Year Cost		

EXHIBIT B – SCHEDULE OF PRICES - II. TURF FERTILIZATION AND WEED CONTROL			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Fire Station 25	0.92	A	
Fire Station 26	3.02	B	
Fire Station 27	1.33	C	
Jackson Drive Detention	2.69	D	
Metra/Pace Station	6.25	E	
Rolling Hills Retention	3.67	F	
Village Campus	4.54	G	
Village Green	2.36	H	
Tier 2 Service Areas			
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	1.02	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	0.27	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	0.60	24	
Roslyn North Detention	1.29	25	
Roslyn South Detention	0.75	26	
Sterling Creek	2.32	27	
Vintage Retention	1.23	28	
Westchester Retention 1	2.42	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	
	93.05	Total	

EXHIBIT B – SCHEDULE OF PRICES - III. TURF CORE AERATION & GYPSUM APPLICATION			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Fire Station 25	0.92	A	
Fire Station 26	3.02	B	
Fire Station 27	1.33	C	
Jackson Drive Detention	2.69	D	
Metra/Pace Station	6.25	E	
Rolling Hills Retention	3.67	F	
Village Campus	4.54	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			
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 Aptakasic 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	1.02	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	0.27	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	0.60	24	
Roslyn North Detention	1.29	25	
Roslyn South Detention	0.75	26	
Sterling Creek	2.32	27	
Vintage Retention	1.23	28	
Westchester Retention 1	2.42	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	
	100.16	Total	

EXHIBIT B – SCHEDULE OF PRICES - IV. SPRING CLEANUP			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Fire Station 25	0.92	A	
Fire Station 26	3.02	B	
Fire Station 27	1.33	C	
Jackson Drive Detention	2.69	D	
Metra/Pace Station	6.25	E	
Rolling Hills Retention	3.67	F	
Village Campus	4.54	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			
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	1.02	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	0.27	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	0.60	24	
Roslyn North Detention	1.29	25	
Roslyn South Detention	0.75	26	
Sterling Creek	2.32	27	
Vintage Retention	1.23	28	
Westchester Retention 1	2.42	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	
	100.16	Total	

EXHIBIT B – SCHEDULE OF PRICES - V. SEASONAL BED MAINTENANCE			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Fire Station 25	0.92	A	
Fire Station 26	3.02	B	
Fire Station 27	1.33	C	
Jackson Drive Detention	2.69	D	
Metra/Pace Station	6.25	E	
Rolling Hills Retention	3.67	F	
Village Campus	4.54	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			
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	1.02	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	0.27	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	0.60	24	
Roslyn North Detention	1.29	25	
Roslyn South Detention	0.75	26	
Sterling Creek	2.32	27	
Vintage Retention	1.23	28	
Westchester Retention 1	2.42	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	
	100.16	Total	

EXHIBIT B – SCHEDULE OF PRICES - VI. ANNUAL FLOWER BED MAINTENANCE			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Village Campus	4.54	G	
Village Green	2.36	H	
	6.90	Total	

EXHIBIT B – SCHEDULE OF PRICES - VII. FALL CLEANUP			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Fire Station 25	0.92	A	
Fire Station 26	3.02	B	
Fire Station 27	1.33	C	
Jackson Drive Detention	2.69	D	
Metra/Pace Station	6.25	E	
Rolling Hills Retention	3.67	F	
Village Campus	4.54	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			
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	1.02	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	0.27	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	0.60	24	
Roslyn North Detention	1.29	25	
Roslyn South Detention	0.75	26	
Sterling Creek	2.32	27	
Vintage Retention	1.23	28	
Westchester Retention 1	2.42	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	
	100.16	Total	

EXHIBIT B – SCHEDULE OF PRICES - VIII DORMANT/REDUCTION RENEWAL PRUNING			
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Year
Tier 1 Service Areas			
Fire Station 25	0.92	A	
Fire Station 26	3.02	B	
Fire Station 27	1.33	C	
Jackson Drive Detention	2.69	D	
Metra/Pace Station	6.25	E	
Rolling Hills Retention	3.67	F	
Village Campus	4.54	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			
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	1.02	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	0.27	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	0.60	24	
Roslyn North Detention	1.29	25	
Roslyn South Detention	0.75	26	
Sterling Creek	2.32	27	
Vintage Retention	1.23	28	
Westchester Retention 1	2.42	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	
	100.16	Total	

EXHIBIT B – SCHEDULE OF PRICES - IX LAKE SHORE MAINTENANCE				
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Week	Bid Amount One Year (30 weeks)
Tier 1 Service Areas				
Metra/Pace Station	6.25	E		
Rolling Hills Retention	3.67	F		
Tier 2 Service Areas				
Joseph Court Retention	0.82	14		
Ridgewood Retention	2.26	22		
Sterling Creek	2.32	27		
Vintage Retention	1.23	28		
Westchester Retention 1	2.42	29		
Westchester Retention 2	2.34	30		
	21.32		Total	

EXHIBIT B – SCHEDULE OF PRICES - X. LITTER AND DEBRIS REMOVAL				
Common Name	Approx. Turf Acre	Site ID Number	Bid Amount Per Week	Bid Amount One Year (52 weeks)
Metra/Pace Station	6.25	E		
Village Green	2.36	H		
Tier 2 Service Areas				
Buffalo Creek Nature Preserve	3.63	6		
	12.24		Total	

Total Service Costs

- I. FINE MOWING & MAINTENANCE \$ _____
- II. TURF FERTILIZATION AND WEED CONTROL \$ _____
- III. TURF CORE AERATION & GYPSUM APPLICATION \$ _____
- IV. SPRING CLEANUP \$ _____
- V. SEASONAL BED MAINTENANCE \$ _____
- VI. ANNUAL FLOWER BED MAINTENANCE \$ _____
- VII. FALL CLEANUP \$ _____
- VIII DORMANT/REDUCTION RENEWAL PRUNING \$ _____
- IX LAKE SHORE MAINTENANCE \$ _____
- X. LITTER AND DEBRIS REMOVAL \$ _____
- TOTAL COST FOR ALL SERVICES \$ _____**

EXHIBIT C – SUBCONTRACTOR AND REFERENCES

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)

EXHIBIT C – SUBCONTRACTOR AND REFERENCES (cont.)

REFERENCES

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

DESCRIPTION OF THE WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

GENERAL DESCRIPTION

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 Contractors 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 Map of Mowing Sites (Appendix A.) for locations. 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.

I. FINE MOWING & MAINTENANCE

1. 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 3.5 inches, cutting shall commence even if less than one cycle has elapsed since the last cutting.

Mowing shall be accomplished at least once at each site, every 7 calendar day period (“mowing cycle”). Mowing and Trimming at each site shall be completed the day it is started.

2. TRIMMING

Final trimming around permanent objects, such as buildings, curbs, curb lines, trees, posts, shrubs, fences, 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 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.

3. 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 Villages 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.

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.

4. FINAL APPEARANCE

All mowing shall be done in a professional manner as to prevent damage to the turf, trees, shrubs, buildings, and vehicles. All turf areas shall be mowed evenly as needed at 3.5 inches down to a height of 2.5 inches. Mowing shall be done in a neat and orderly manner so that the grass clippings are not blown onto roadway or sidewalk areas adjacent to the area being mowed. Mowing shall be performed so grass clippings are caught, picked up, and removed off-site by the contractor beginning with the first mowing of each year and continued to June 1 of each year. Grass clippings shall be left lying to further enrich the turf area after June 1 of each year. Starting September 1 of each year mowing shall again be performed so grass clippings are caught, picked up, and removed off-site by the contractor. However, should weather or other conditions warrant, excessive grass clippings may be required to be removed at the direction of the Supervisor of Forestry and Grounds. 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.

5. CONTRACTOR'S EQUIPMENT

Equipment List: Bidders shall include with their bid a list of their equipment that will perform work for the Village under the terms of the contract.

Mowing equipment shall be kept in good, safe operating condition, and conform to OSHA standards. The list of equipment shall be reviewed and once equipment is approved by the Village 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.

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.

6. LENGTH OF SERVICE

The Contractor shall accomplish mowing for thirty (30) consecutive cycles 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 4 mowing cycles based on the growing conditions. The mowing cycle unit price will remain valid throughout 2019. 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 3 Trimming.

7. MANPOWER REQUIREMENTS

Contractor Shall Supply at a minimum the following:

- a) One (1) Account Manager to communicate with the Supervisor of Forestry and Grounds or his designee (daily basis). Individual must be fluent in both written and spoken conversational English.
- b) One (1) Certified Landscape Technician (on staff)
- c) Sufficient Staff to complete all work in a timely fashion

Submitted with the bid documents and prior to the beginning of each season, the Contractor will supply a weekly work schedule that encompasses the entire landscape maintenance season. The work schedule shall include a listing of all manpower and equipment and their daily assignments.

On a weekly basis, the Contractor shall submit a Field Report to the Supervisor of Forestry and Grounds for all work performed during each period. The report shall note the dates all tasks were completed, amounts and types of products that were applied to Village sites (i.e. fertilizer, gypsum, mulch, etc.) Submittal of the Field Report may be sent via e-mail, or hand delivered. If the contractor fails to meet the schedule of tasks on a regular basis the Village will require this report on a daily basis.

The Contractor shall be responsible for any work that is not acceptable to the Village and shall be responsible for the correction of the condition within one working day of notification, at no additional cost to the Village.

The Supervisor of Forestry and Grounds or designee has the right to shut down work designated in this contract, due to unsafe conditions, poor workmanship, or other reasons that do not meet contract or industry standards.

8. HOURS

The Contractor shall schedule his normal work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. 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 Sunday.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 5 Final Appearance.

14. 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.

15. 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.

16. 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.

17. DEFAULT PENALTY

The contractor will have one (1) workday from time of notification via e-mail to resolve issues. \$70.00 per hour per employee will be deducted from the monthly invoice for non-compliance of contractual duties that are subsequently completed by Village staff.

The Village reserves the right to void the contract if the specifications are not met.

Services II through X are optional services. The Village may elect to engage the Contractor to perform some or all these services.

II. TURF FERTILIZATION AND WEED CONTROL

This item shall consist of the complete fertilization and weed control at Tier 1 Service Areas. **ABSOLUTELY NO APPLICATIONS SHALL BE MADE AT ANY WELL HOUSE OR PUMP STATION.** This includes the use of fertilizers and weed control materials based on a three (3) cycle application of materials. The specifications for this work are listed below:

- a) All applicators shall be certified and licensed by the State of Illinois, under the Illinois Pesticide Act. Copies of the certificates shall be provided to the Village for inspection by February 13th of each contract year.
- b) The contractor shall be in complete compliance with the LAWN CARE PRODUCTS APPLICATION and NOTICE ACT, (415 ILCS 651).
- c) The chemical 2-4-D shall not be used in the formulation of the liquid fertilizer or weed control used by the contractor on any of the areas treated under this Contract.
- d) The contractor shall furnish all materials and equipment and perform all labor necessary to handle the liquid chemical fertilization and weed control applications in a timely and safe manner.
- e) All applications shall be performed on a designated schedule as agreed upon by the contractor and the Supervisor of Forestry and Grounds.
- f) The Village shall require samples of materials at the time of application to verify that minimum specifications are being met.
- g) The contractor shall notify the Village and shall supply Safety Data Sheets to the Village forty-eight hours in advance of applying chemicals to any of the locations. The contractor shall place warning flags on locations to be treated forty-eight hours prior to the actual application being made. After the applications have been completed, the contractor shall be responsible for the proper placing of warning signs at the areas treated. It shall also be the responsibility of the contractor to remove warning signs no earlier than 72 hours after application.
- h) After the application of any granular materials, it shall be the responsibility of the contractor to remove all granular material that may have been deposited on any sidewalks, paved areas, or curb lines.
- i) The contractor shall furnish written site evaluations within two (2) days after each application, at each location.
- j) The contractor shall maintain a weed-free environment in all turf, weed, and fertilized areas listed on Appendix A. It is the responsibility of the contractor to eradicate any invasive turf weeds by spot spraying throughout the season. This work shall be considered incidental to this item of work.
- k) The contractor shall guarantee the materials, workmanship, and equipment used to the complete satisfaction of the Village. If the Village is not satisfied with the results of the application of material, the contractor shall re-treat the unsatisfactory area at no additional charge to the Village. It shall be the responsibility of the contractor to verify weather conditions prior to the liquid applications to attempt to have no precipitation for at least twenty-four hours following liquid application.
- l) The contractor shall assume responsibility for all damage to all floral areas and decorative bushes from the application process including, but not limited to, damage caused by equipment failure or chemical damage.

TURF FERTILIZATION AND WEED CONTROL (cont.)

Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the contractor shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery (Material Safety Data Sheet). All material delivered must indicate a Hazardous Materials Warning Label, with the appropriate UN/NA identification number affixed. As specified by Federal regulations, the proper HMIS and NFPA labels must also be affixed. All Contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act for any materials supplied and covered by said Act.

Fertilizer and Weed Control Material and Application Specifications

ALL DRY FERTILIZATION AND ALL LIQUID WEED CONTROL (Minimums Required)

Early Spring Application (March 15 – April 15)

Fertilizer 24-3-7 plus Pendimethalin to deliver 1.5 pound Active Ingredient per acre crabgrass control.

Early Summer Application (May 15 – June 15)

Dry Balanced Fertilizer 28-3-10 (water-insoluble nitrogen at a rate of 50% or greater) at 1.0 lb N/1000

Broadleaf Weed Control	Tri-Power	Dicamba	.0078%
		MCPA	.0788%
		MCPP	.0315%

Fall Application (September 15 – October 15)

Dry Balanced Fertilizer 28-3-10 (water-insoluble nitrogen at a rate of 50% or greater) at 1.0 lb. N/1000

Broadleaf Weed Control	Tri-Power	Dicamba	.0078%
		MCPA	.0788%
		MCPP	.0315%.

III. TURF CORE AERATION & GYPSUM APPLICATION

The contractor shall core aerate and apply pelletized gypsum at each Tier 1 and Tier 2 Service Areas one (1) time per year September 15 through October 15.

This item shall consist of the aeration of the fine mowed areas at each site and the application of pelletized gypsum after core aeration. Gypsum application rate is to be 40 lbs/1,000 sq ft. Core aeration shall have a minimum core depth being three (3) inches, or deeper, depending on ground conditions at the time of aeration.

The gypsum shall be provided by the contractor, and the cost of the gypsum shall be considered incidental to the contract. The cost of the gypsum shall be calculated in with this maintenance item.

IV. SPRING CLEANUP

- a) All spring cleanup activities are to be completed no later than June 1 on all Tier 1 Services Areas. The following services shall be included with spring cleanup:
- b) Plant Inspection – All plant material shall be inspected for overall health. Any shrubs, perennials, or ground cover that has incurred any disease or winter damage (due to excessive cold or snow, road salt accumulation, or rodents) shall be evaluated.
- c) The contractor shall be responsible for all corrective pruning and maintenance measures required to initiate and promote healthy growth of said plant material.
- d) A report shall be directed to the Supervisor of Forestry and Grounds and direction of corrective measures shall be given by the Supervisor.
- e) Debris Removal – Removal of leaves and other debris accumulated over the winter month on turf, flower/shrub beds, tree rings, curb lines, and other areas.
- f) Edging & Cultivating – All tree rings, shrub/perennial/annual beds shall be edged to a minimum depth of 3” in order to provide a clear definitive border.
- g) Edging shall be done in such a manner that excess materials are removed and disposed of off-site by the contractor. All edging shall be performed manually around tree rings. Mechanical edging may be used around flower/shrub beds.
- h) Any existing mulch shall be cultivated at this time. The contractor shall repair all damage that occurs to the irrigation system as a result of edging operations.
- i) Bed Fertilization and Weed Control – Pertains to all tree rings, shrub/perennial/annual beds. Prior to mulch application, a balanced flowering plant fertilizer shall be applied at a recommended rate (i.e. Woodace 14-14-14, 3 lbs N/1000 sq ft.) Any pre-emergent weed control product shall be applied at this time. Any pre-emergent product applied must be applied per labeled directions per approval of Supervisor of Forestry and Grounds.
- j) Pruning – Pruning shall be done per correct horticultural practices on any shrubs, perennial, or ground covers. All shrub roses shall be thinned & pruned to a height of 15”.
- k) Mulch Replacement – After edging and cultivating all mulched tree rings and shrub/perennial beds, additional mulch shall be applied. Perennial beds shall have a minimum mulch depth of 2”, tree rings and shrub beds shall have a minimum mulch depth of 3”. Mulch shall be applied in a manner as to keep mulch off the soil crown of trees, shrubs, and perennials. All mulch shall be provided by the contractor. Only Twice Processed Premium Hardwood Mulch shall be used. Use of mulch MUST have prior approval of the Supervisor of Forestry and Grounds.

Estimated Mulch Needs

Based on square footage of perennials, shrub, and tree ring areas

Location	1" Depth	2" Depth	3" Depth	4" Depth
Village Owned Buildings	740	1,480	2,220	2,960
Gateway Signs	77	154	230	307
Estimated Cubic Yard Totals	1,829	3,659	5,489	7,318

All debris generated during Spring Cleanup shall be collected and disposed of off-site by the contractor.

V. SEASONAL BED MAINTENANCE

The following services shall be included after Spring Cleanup and through December 1 on all perennial, shrub, annual, and tree ring beds:

- a) **Weed Control:** Weed and debris removal shall be performed on a weekly basis in order to maintain a weed-free environment. This may be accomplished via hand removal or chemical application, which must coincide with existing plant material. Prior to any chemical application, the contractor must notify the Supervisor of Forestry and Grounds.
- b) **Tree Ring/Bed Edging and Mulch Cultivation:** Maintain a neat bed edge, cut a minimum of two (2) times per season to a depth of three inches. Cultivate (turn) mulch a minimum of two (2) times per season – First completion date of July 31; Second completion date of September 30. Excess materials are to be removed and disposed of off-site by the contractor. The contractor shall be responsible for all damage which occurs to the irrigation system as a result of edging equipment.
- c) **Plant Material and Pruning Maintenance:** This item shall consist of the complete pruning and trimming of all shrubs, ground cover, and perennials.
- d) **Pruning practices shall match specific plant material requirements.** Drop-crotch pruning practices shall be used extensively. Shearing type pruning practices will be allowed on only certain plant material as directed by Supervisor of Forestry and Grounds. Dormant/reduction renewal pruning practices shall be exercised during the winter months. (See dormant pruning)
- e) **Pruning practices shall also include the dead heading of spent flowers on shrubs, ground cover, perennials, and annuals.** All debris shall be disposed of off-site by the contractor.
- f) **Sucker Growth Removal:** This item shall consist of the removal of all unwanted side (up to 8') and bottom sucker growth that occurs on any ornamental tree (i.e. Crabapple, Tree Lilac, or Red Bud) or shade trees (i.e. Locust, Linden, Ornamental Pears). This shall be done on a need to basis. All debris generated shall be disposed of off site.
- g) **Maintenance of Non-Turf Areas:** A weekly inspection of all sidewalks, building entrances, curb lines, parking lots, stairs, and paver brick areas must be made to keep debris and weed free to maintain a neat appearance. This includes the removal, but not limited to dirt leaves, grass, mulch, and weeds growing in the sidewalk cracks. A non-selective post-emergent herbicide may be used for weed control in this application.

- h) Leaf Removal: Once leaves begin to fall, a weekly cleanup of the site to rid all leaves from turf, flower/shrub beds, and tree rings and parking lot areas shall be performed. Leaf removal shall continue until all trees have lost their leaves and the site is clear of all leaf accumulation.

VI. ANNUAL FLOWER BED MAINTENANCE

This item consists of the complete seasonal maintenance of all annual flower beds, raised planters, and pots at Tier 1 Service Areas.

Note: This item does not include any plant material installation or removal. (See Removal of Annual Plant Material)

Annual flower maintenance activities shall take place on the fifteenth day after the date of installation until the removal of annuals on a particular site. The Supervisor of Forestry and Grounds will notify the contractor of the dates these maintenance activities will begin at each site.

The contractor shall maintain a 100% weed-free environment, dead head annuals, edge beds, and fertilize plant material to maintain overall plant health.

Watering of all annuals installed shall be the complete responsibility of the contractor. Watering shall be scheduled in a consistent manner in order to maintain a healthy growing environment. This shall be determined by weather conditions and under the instruction of the Supervisor of Forestry and Grounds.

The contractor must supply all watering equipment and possess a mobile, powered watering unit. Many locations have no water sources available on site. It shall be the sole responsibility of the contractor to get water to those sites. Water is available, at no cost to the contractor, at the Public Works Complex for the sole purpose of watering Village-owned flower beds, planters, and pots. Where feasible, the use of Village owned quick-connects or building water sources are available per direction and approval by the Supervisor of Forestry and Grounds. The contractor must supply the quick-connect attachment.

VII. FALL CLEANUP

- a) Fall cleanup shall be performed to remove debris accumulated on turf, flower/shrub beds, tree rings, along walks, curb lines, and other areas. All fall cleanup activities shall be completed by November 20, or at the direction of the Supervisor of Forestry and Grounds. The following services shall be included with fall cleanup.

- b) Plant Inspection: All plant material shall be inspected for overall health. A report shall be provided to the Contract Administration. Direction for plant care shall be given by the Contract Administration.

- c) Debris Removal/Fall Plant Care: Removal of leaves and other debris from turf areas, flower/shrub beds, tree rings, curb lines, and other areas. Perennials, shrubs, and ground covers shall be cut back as required.

- d) Edging and Cultivating: All tree rings and flower/shrub beds shall be inspected. Shall edging & mulch cultivation be required, the contractor will do so at this time.

- e) Mulch Replacement: During fall cleanup, should any areas require the replacement of mulch, it shall be the responsibility of the contractor to apply mulch to those areas, per the direction of the Supervisor of Forestry and Grounds (see Mulch Replacement under Spring Cleanup).

- f) Removal of Annual Plant Material (End of Season): All annual plantings (beds, planters, pots not being planted with bulbs) shall be removed by the contractor on a date determined by the Supervisor of Forestry and Grounds.

The contractor shall be responsible for removing and disposing of all debris off-site.

VIII. DORMANT/REDUCTION RENEWAL PRUNING

This item consists of reduction renewal (dormant) pruning of all shrub (deciduous and evergreen) material present at each site (i.e. Viburnum, Cotoneaster, Burning Bush, Tuxus, Boxwood). This shall be done each year at each site December 1 thru March 30 per direction of the Supervisor of Forestry and Grounds.

IX. LAKE SHORE MAINTENANCE

METRA

This item shall consist of a complete and thorough cleanup of the Metra Station shores on a weekly basis, or as directed by the Supervisor of Forestry and Grounds, during the season from April 1 through November 30. This shall involve the removal of any debris in the lake within ten (10) feet of the shore and debris at the shore line.

Weed control of the lake shore stone area may be achieved via manual removal or use of an approved aquatic or ditch bank herbicide, per the approval of the Supervisor of Forestry and Grounds.

All debris generated from the lake shore maintenance operations shall be neatly collected and removed from the sites and disposed of off-site by the contractor

X. LITTER AND DEBRIS REMOVAL

The contractor shall be required to perform this activity on a year-round basis as detailed below.

Litter & Debris Removal Schedule:

April 1 – November 30

All locations completed on a daily basis, Monday-Friday, beginning at 7:00 am and ending no later than 3:00 pm

December 1 – March 31

Village Campus, Metra and Pace, Village Green on Monday, Wednesday, and Friday. Fire Stations and Well houses on Tuesday & Thursday.

All areas at each building/site are to be inspected and debris and litter shall be removed. This work is to include all medians, roadways, curb lines, parking areas, fence lines, sidewalks, planting beds, and turf areas.

All garbage and cigarette cans shall be emptied on a daily basis.

All litter collected shall be disposed of off-site by the contractor.

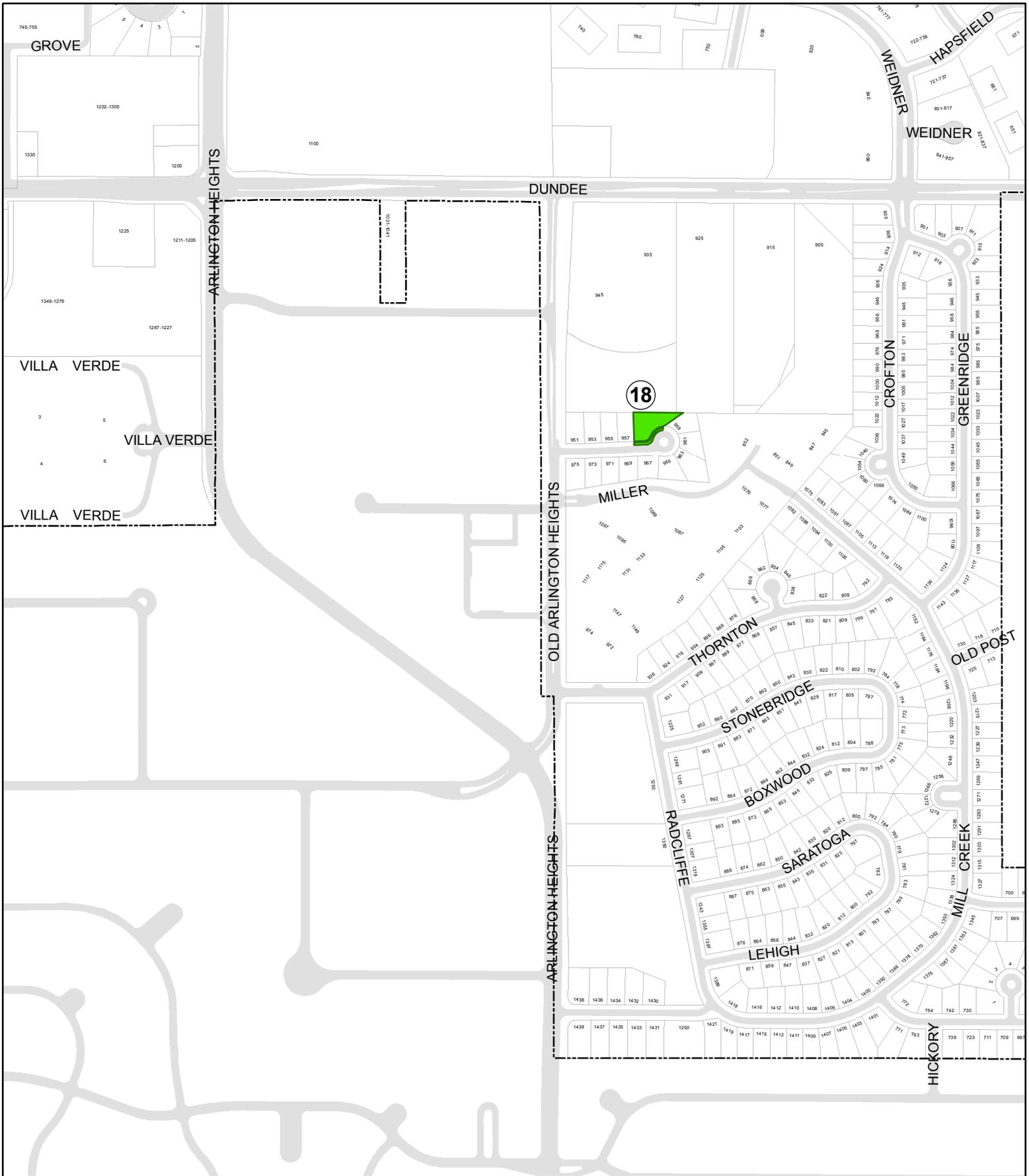
Contractor shall supply heavy duty leak-proof garbage bag liners.

Type of litter to collect (but not limited to) includes paper, metal, clothing, food, glass, wood, cigarette butts, and animal waste.

It shall be the responsibility of the contractor to keep all garbage and cigarette cans clean and odor-free.

Should a garbage can require cleaning, it shall be the responsibility of the contractor to do so per request of the Supervisor of Forestry and Grounds. Per direction of the Supervisor of Forestry and Grounds, the contractor shall set up a consistent daily schedule for each building/site.

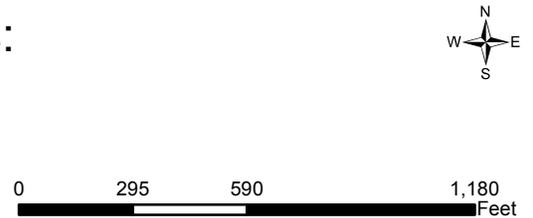
APPENDIX A – AREA MAPS

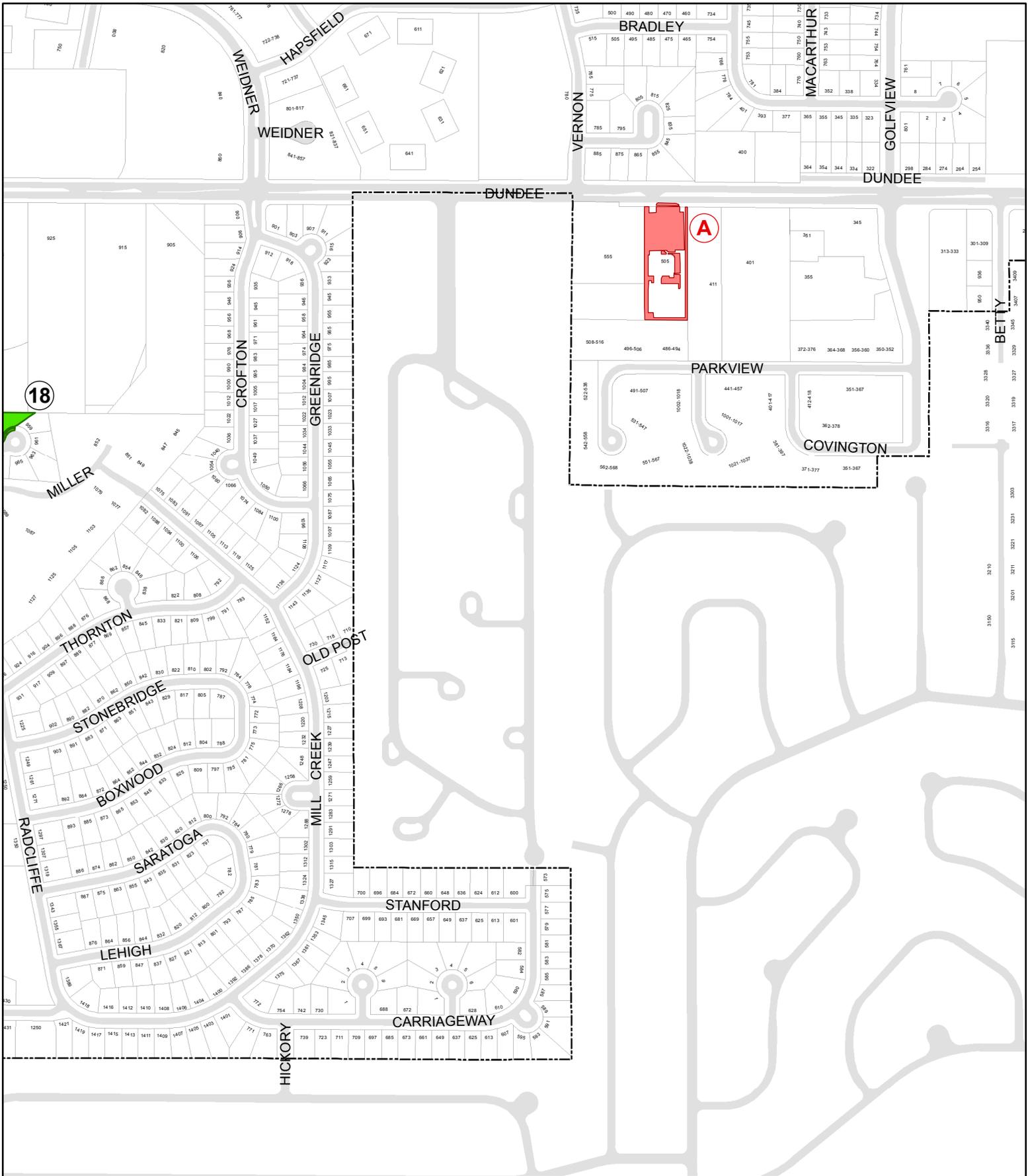


Landscape Mowing Sites: Page 1

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





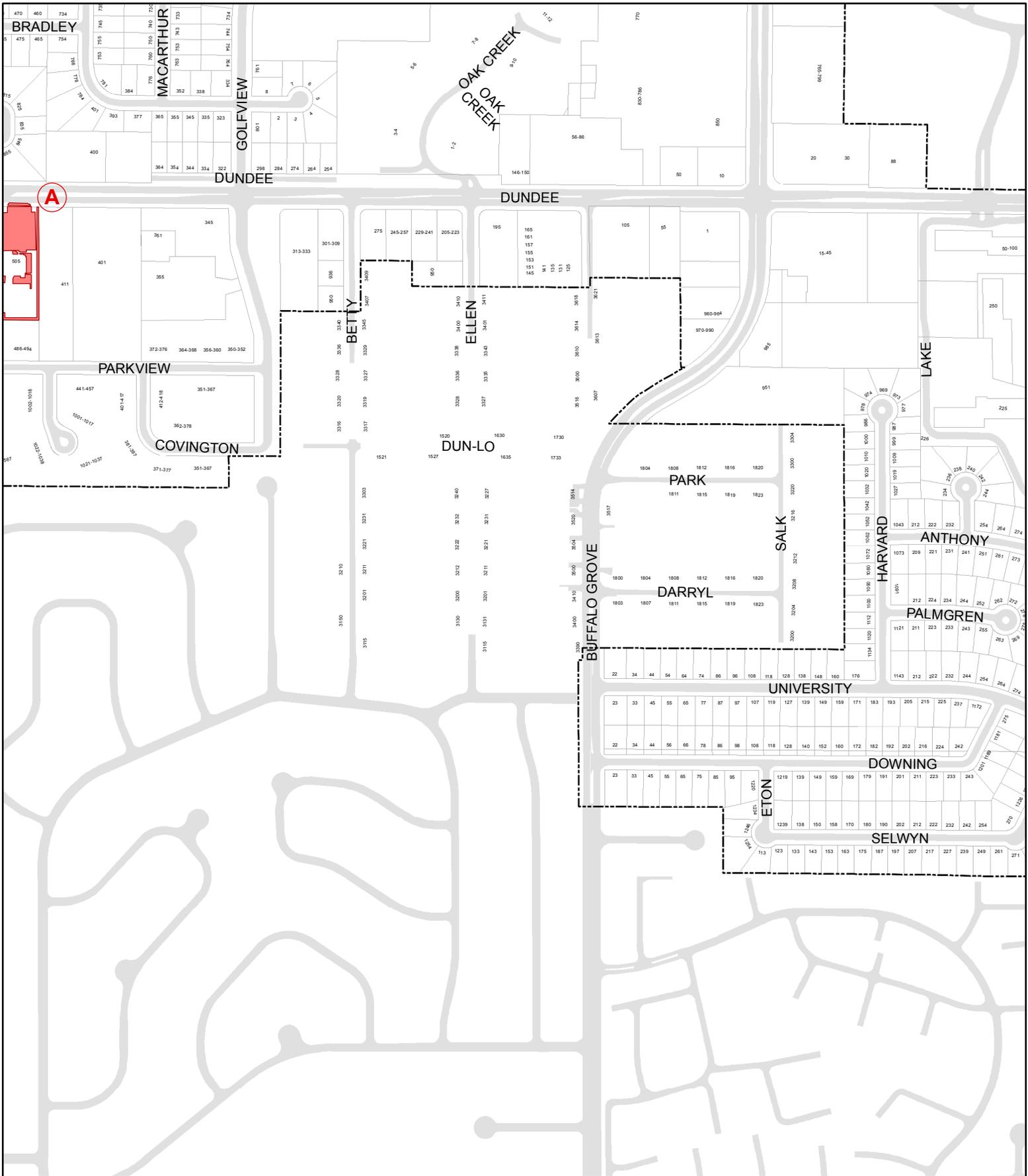
Landscape Mowing Sites: Page 2



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





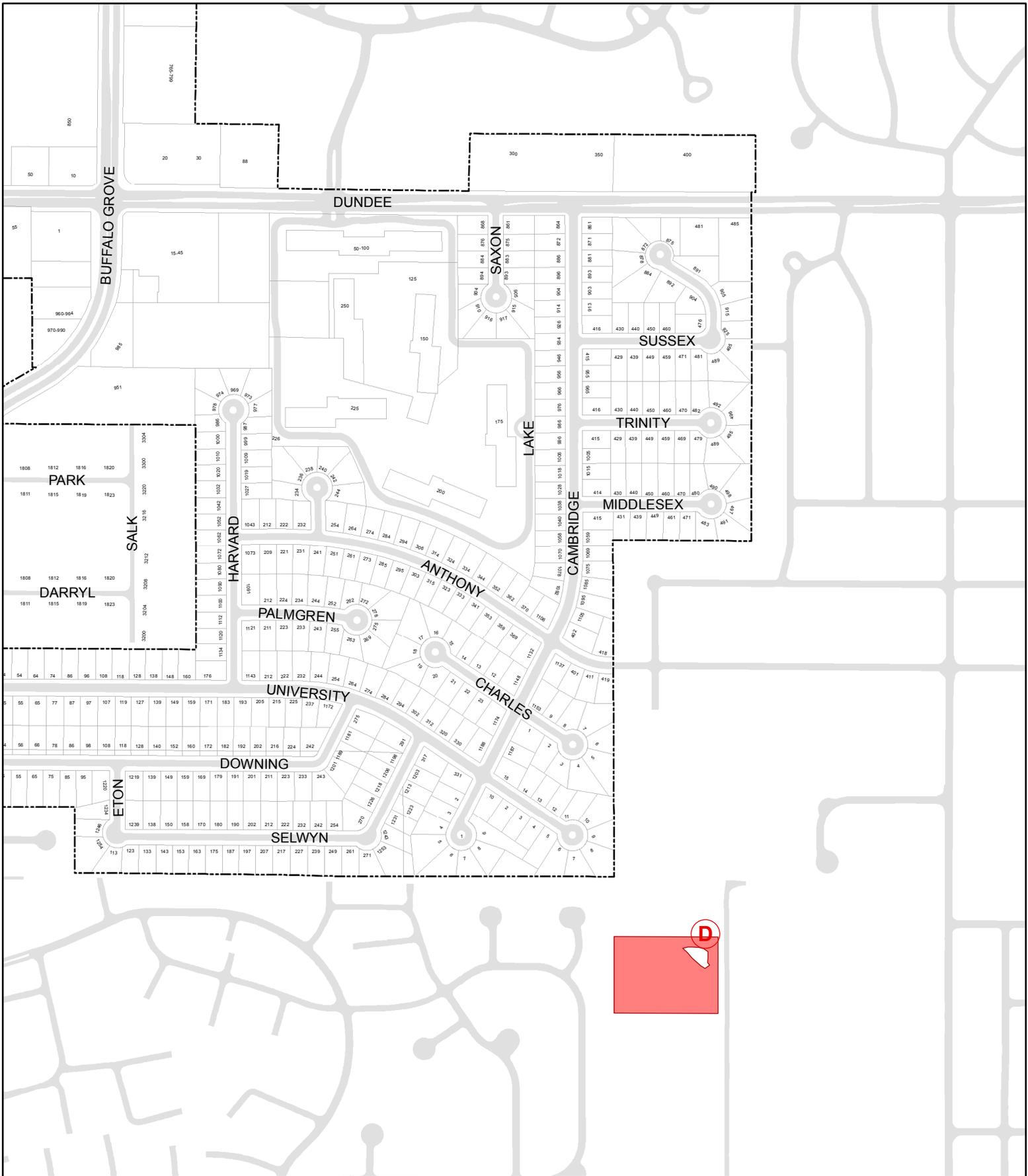
Landscape Mowing Sites: Page 3



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 4



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 5



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019

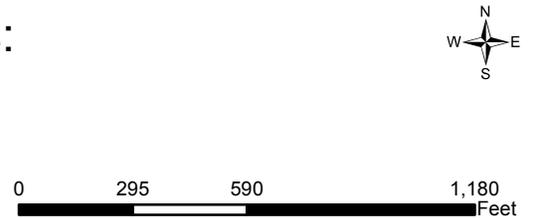




Landscape Mowing Sites: Page 6

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





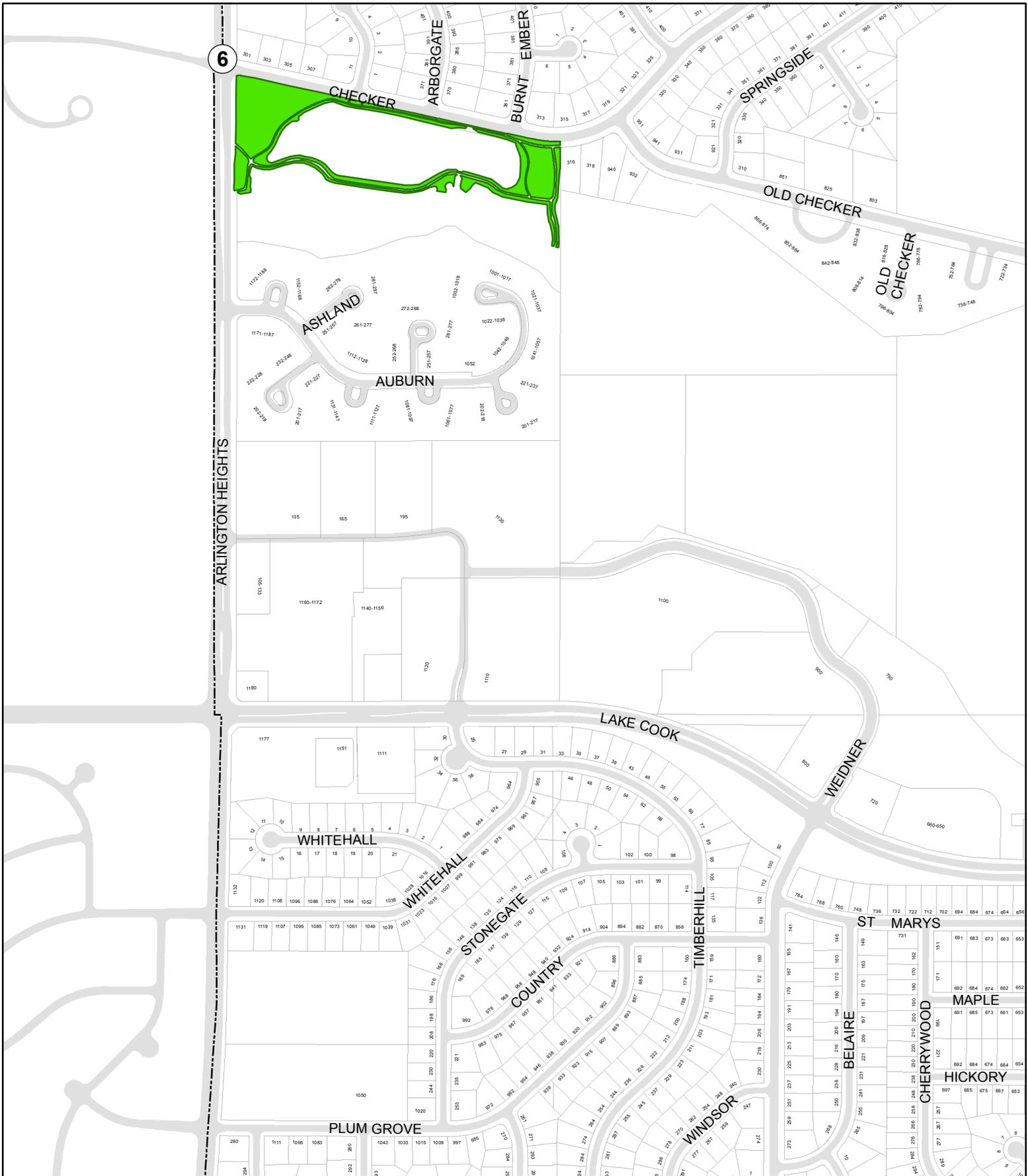
Landscape Mowing Sites: Page 7



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019

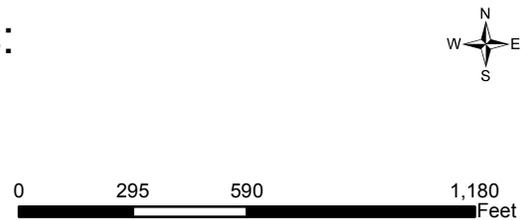




Landscape Mowing Sites: Page 8

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 9

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





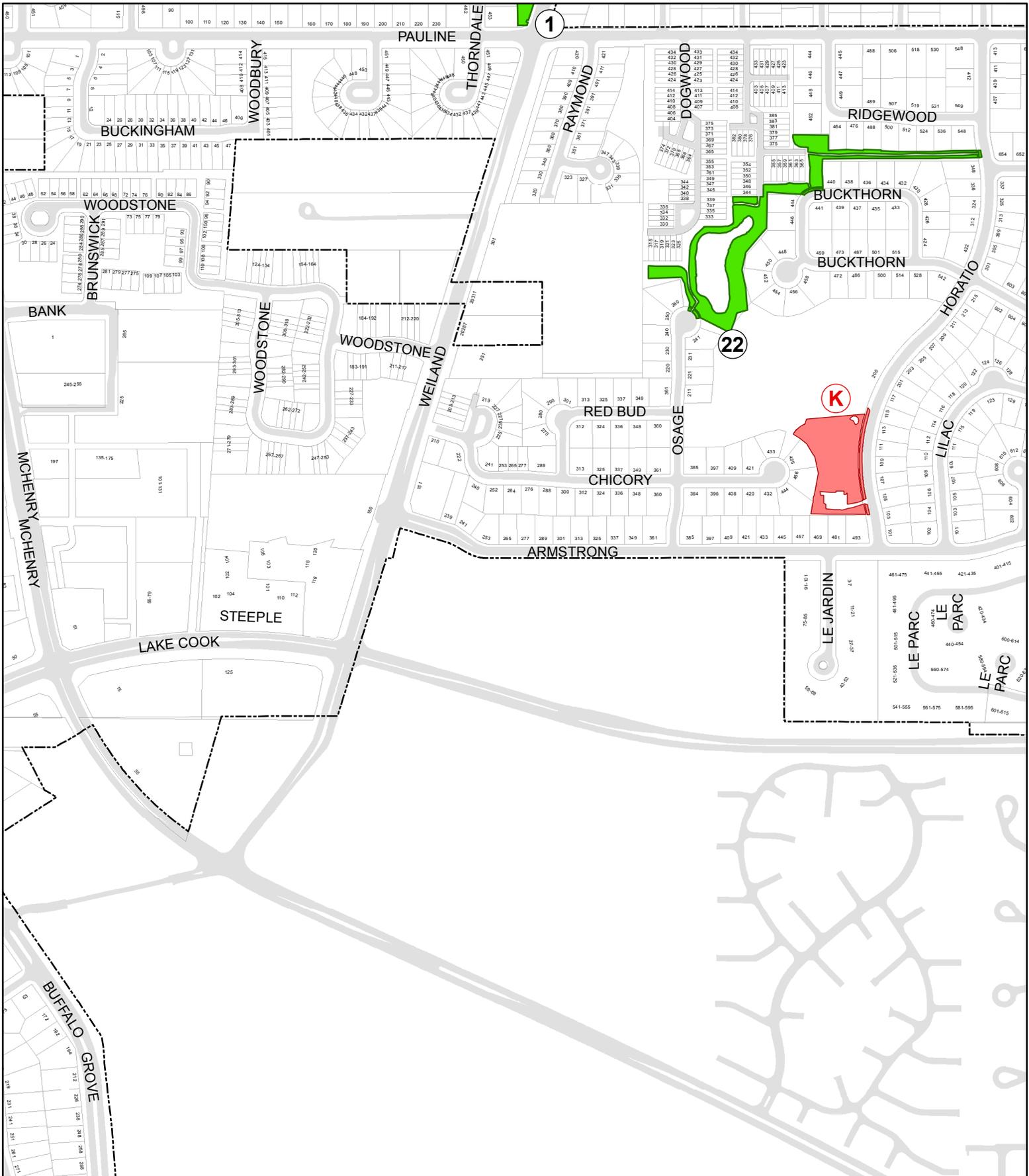
Landscape Mowing Sites: Page 10



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





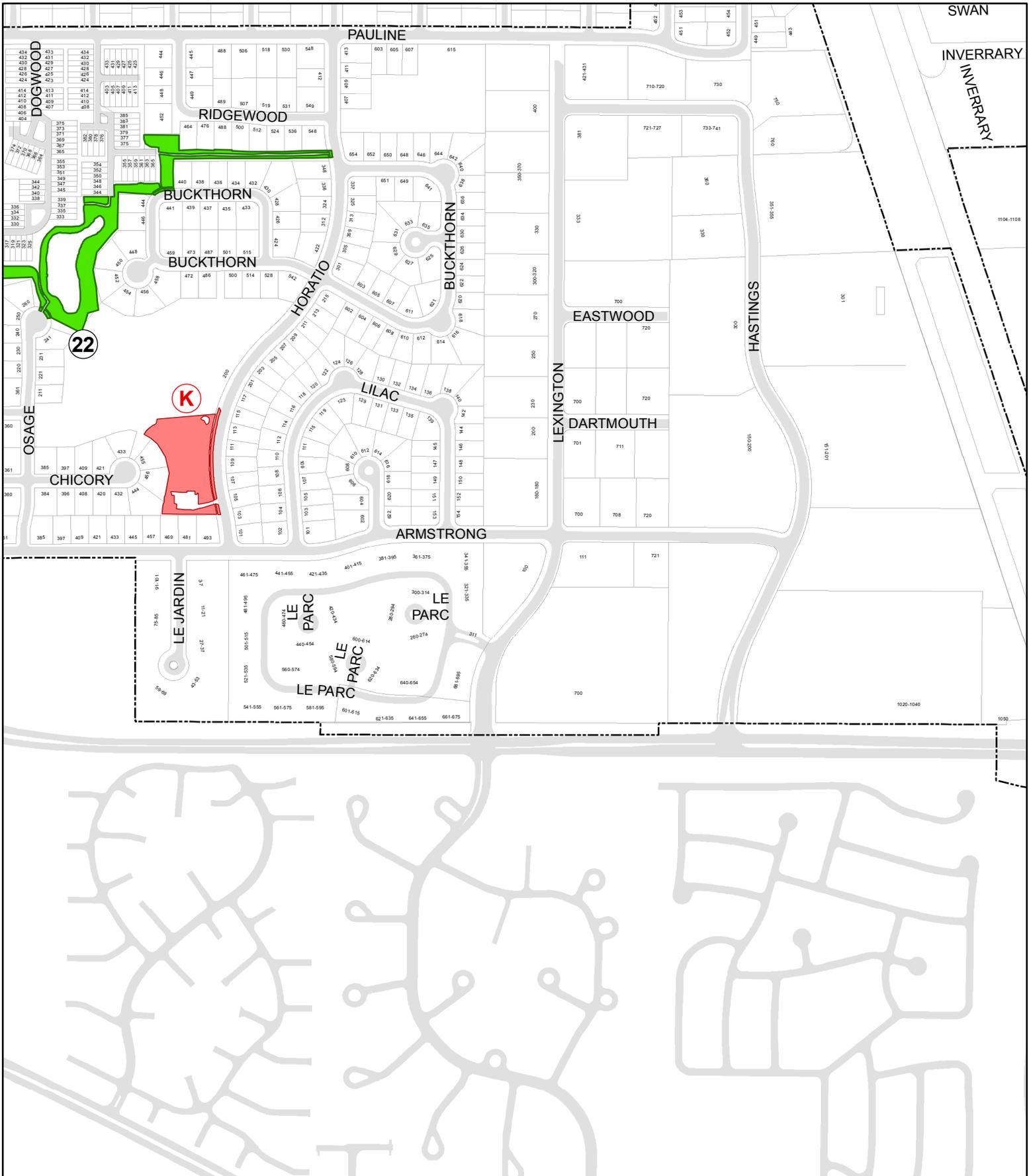
Landscape Mowing Sites: Page 11



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 12



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





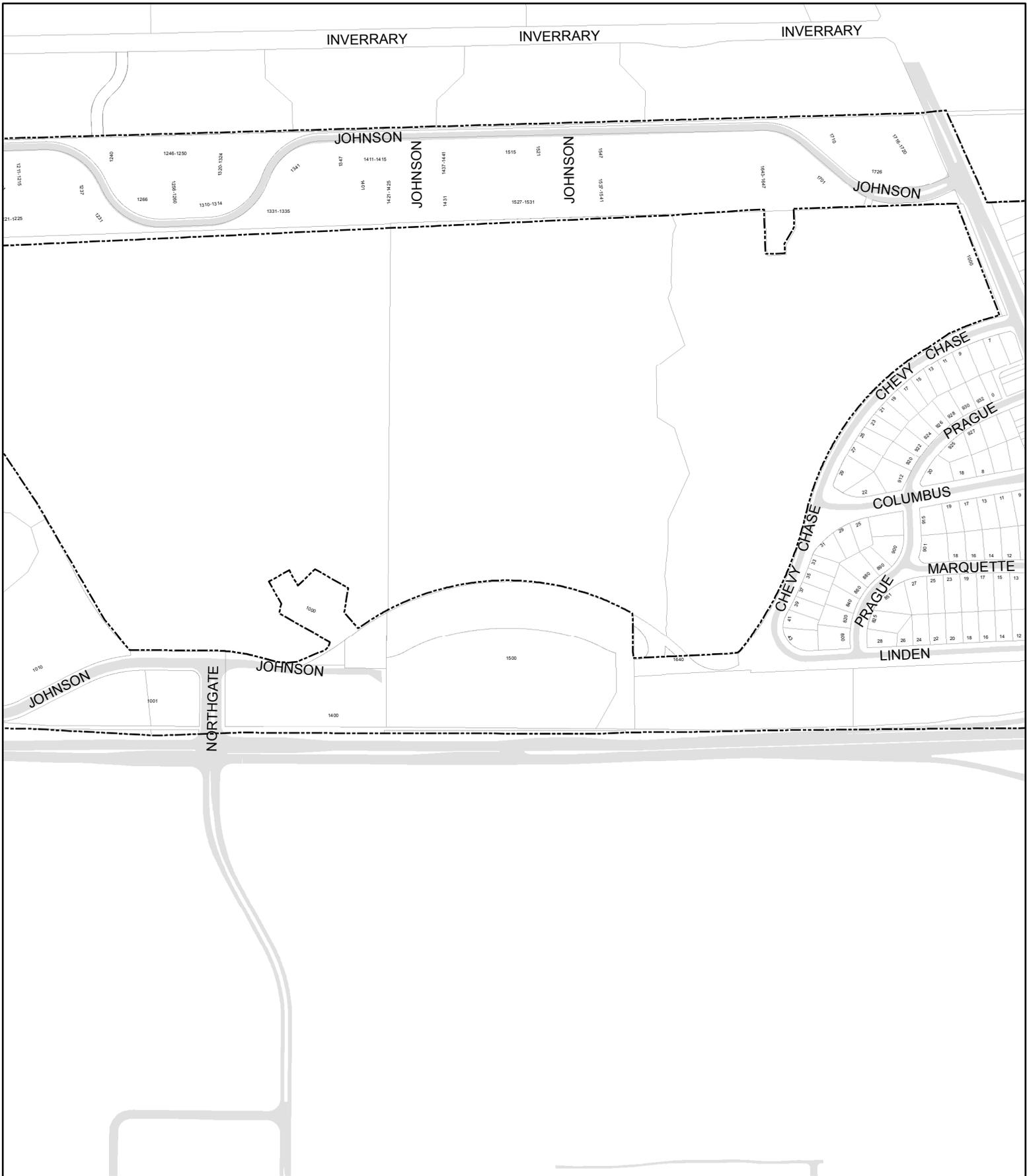
Landscape Mowing Sites: Page 13

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)



Date: 1/22/2019

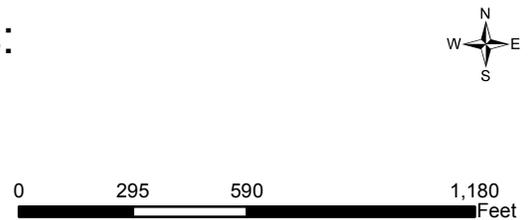


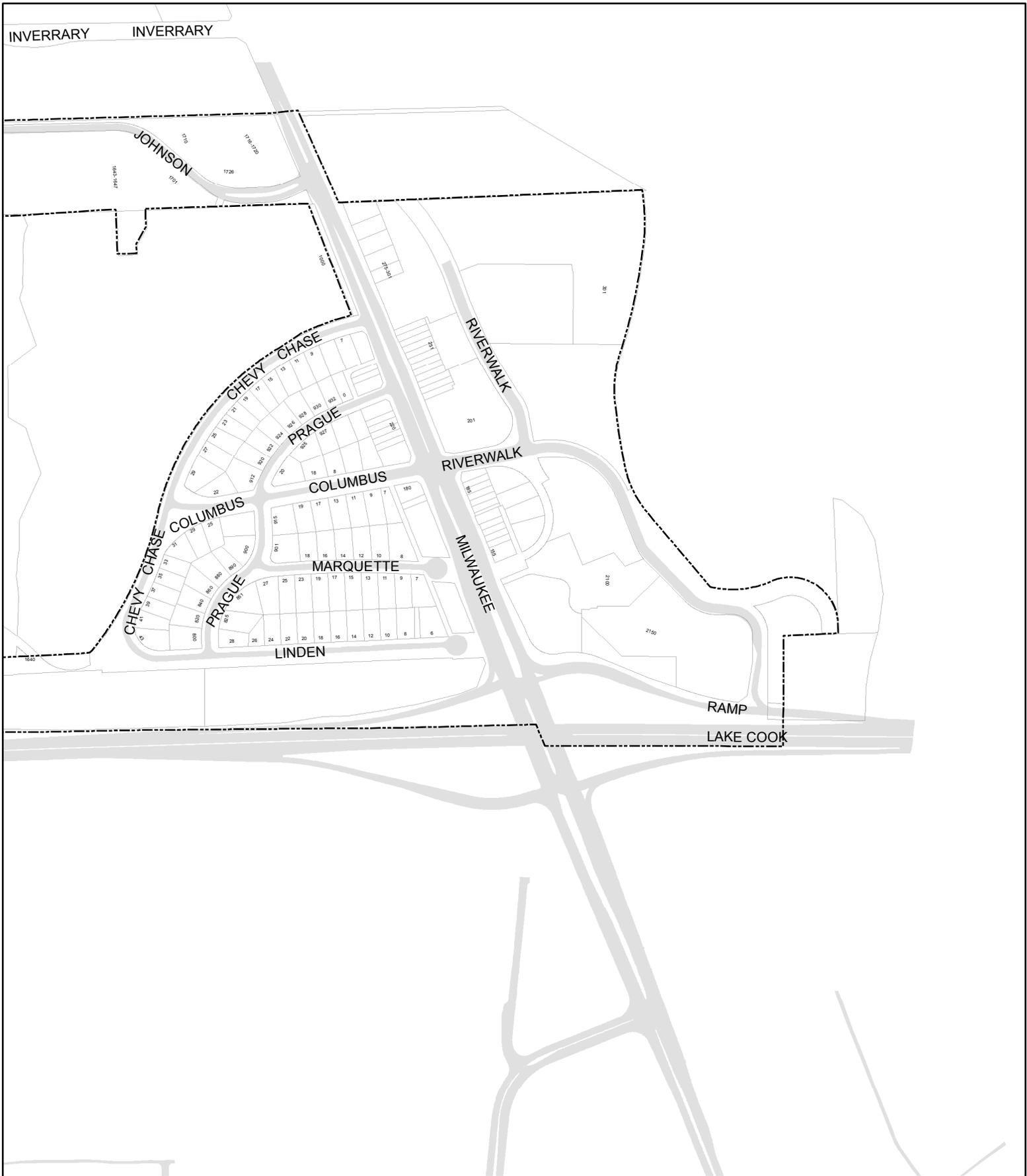


Landscape Mowing Sites: Page 14

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





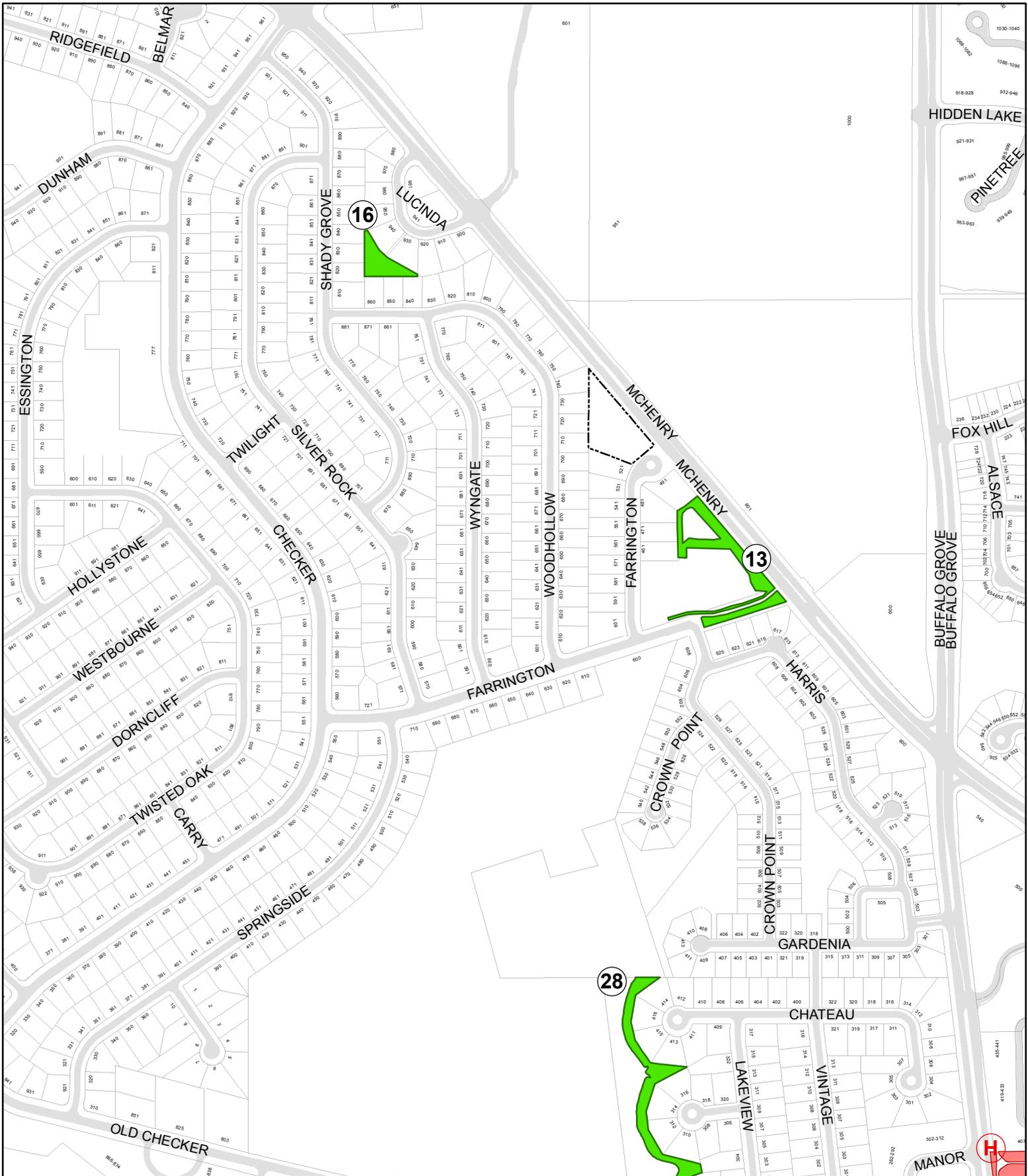
Landscape Mowing Sites: Page 15



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 17

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019

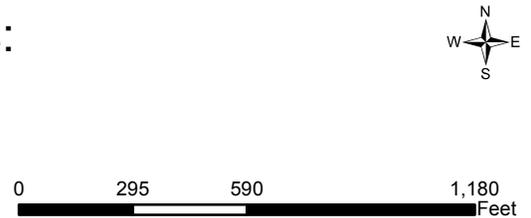




Landscape Mowing Sites: Page 18

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019

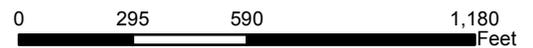


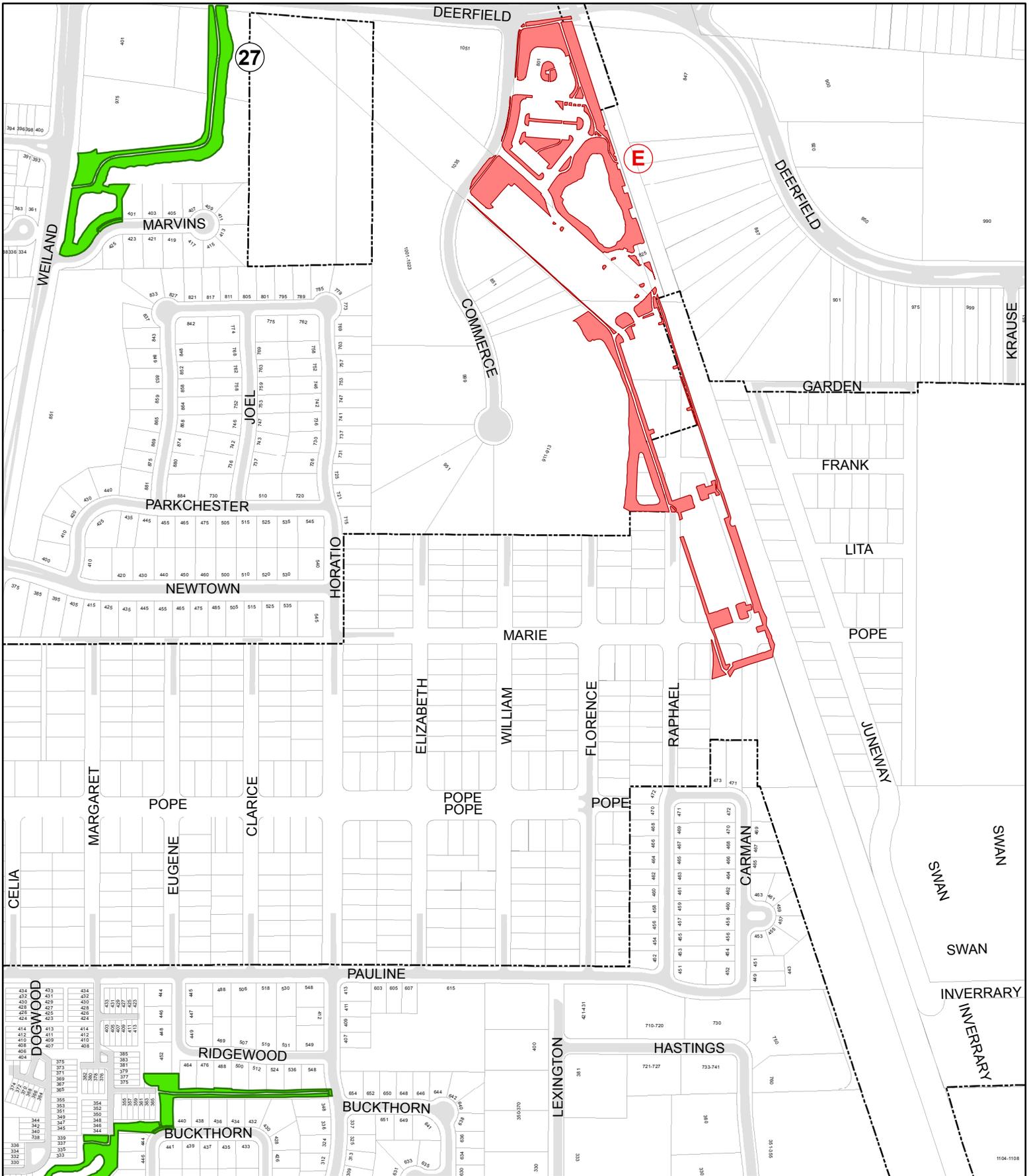


Landscape Mowing Sites: Page 19

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019

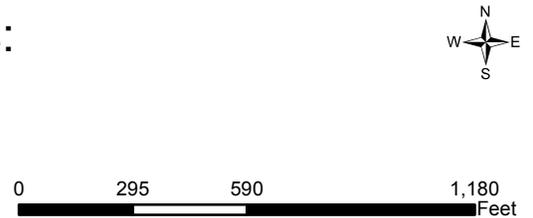




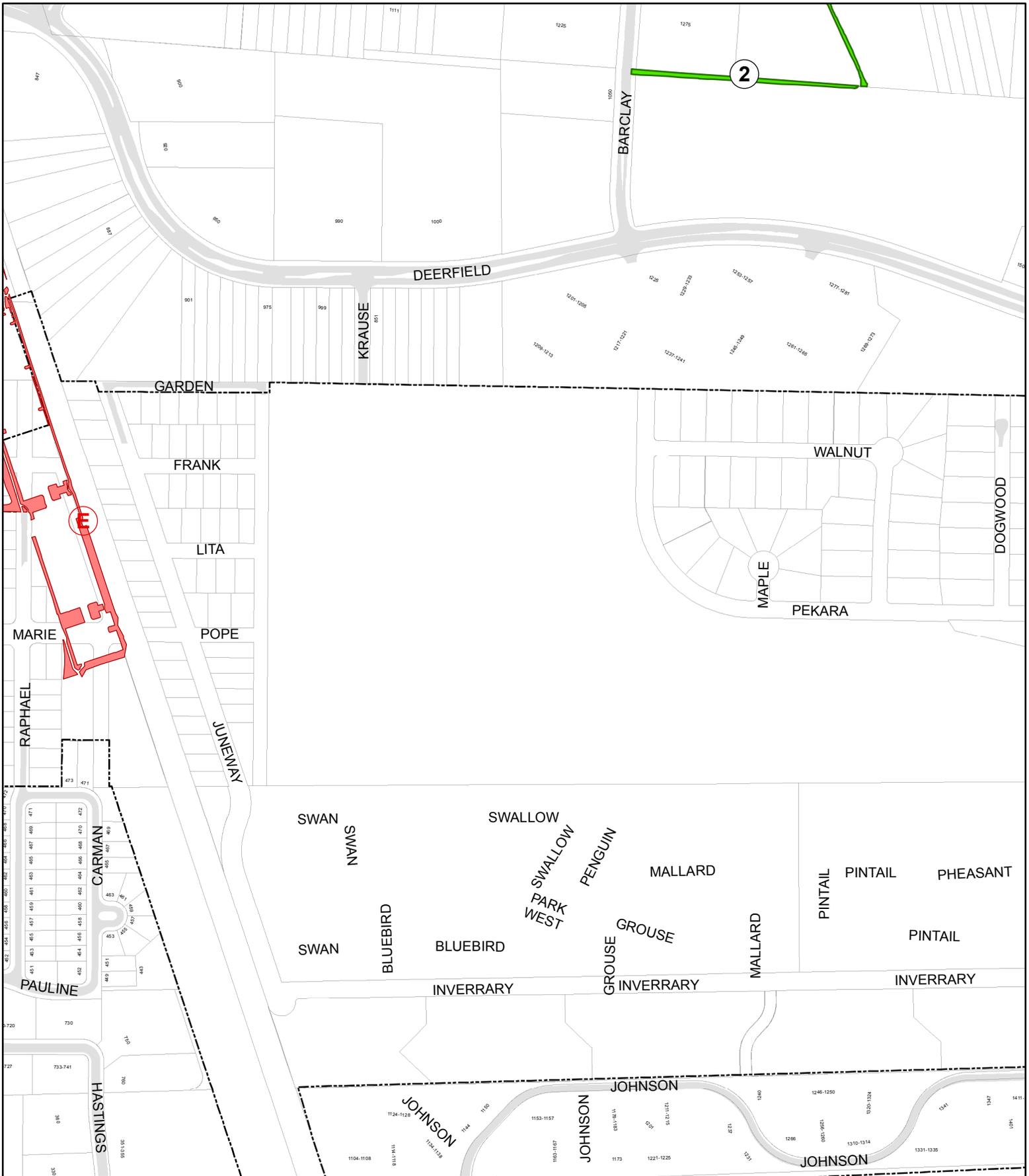
Landscape Mowing Sites: Page 20

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019



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Landscape Mowing Sites: Page 21



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





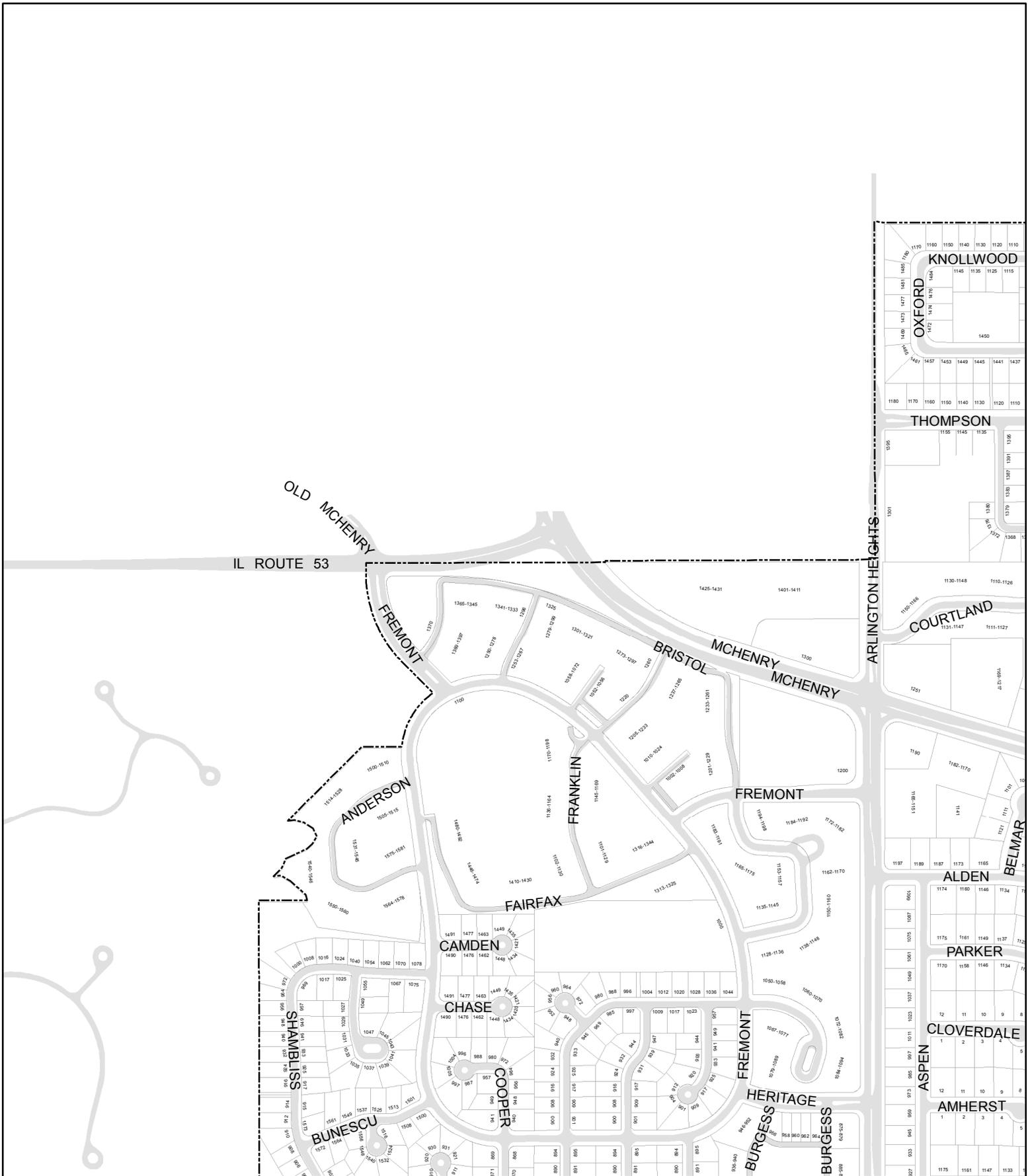
Landscape Mowing Sites: Page 22



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 23

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





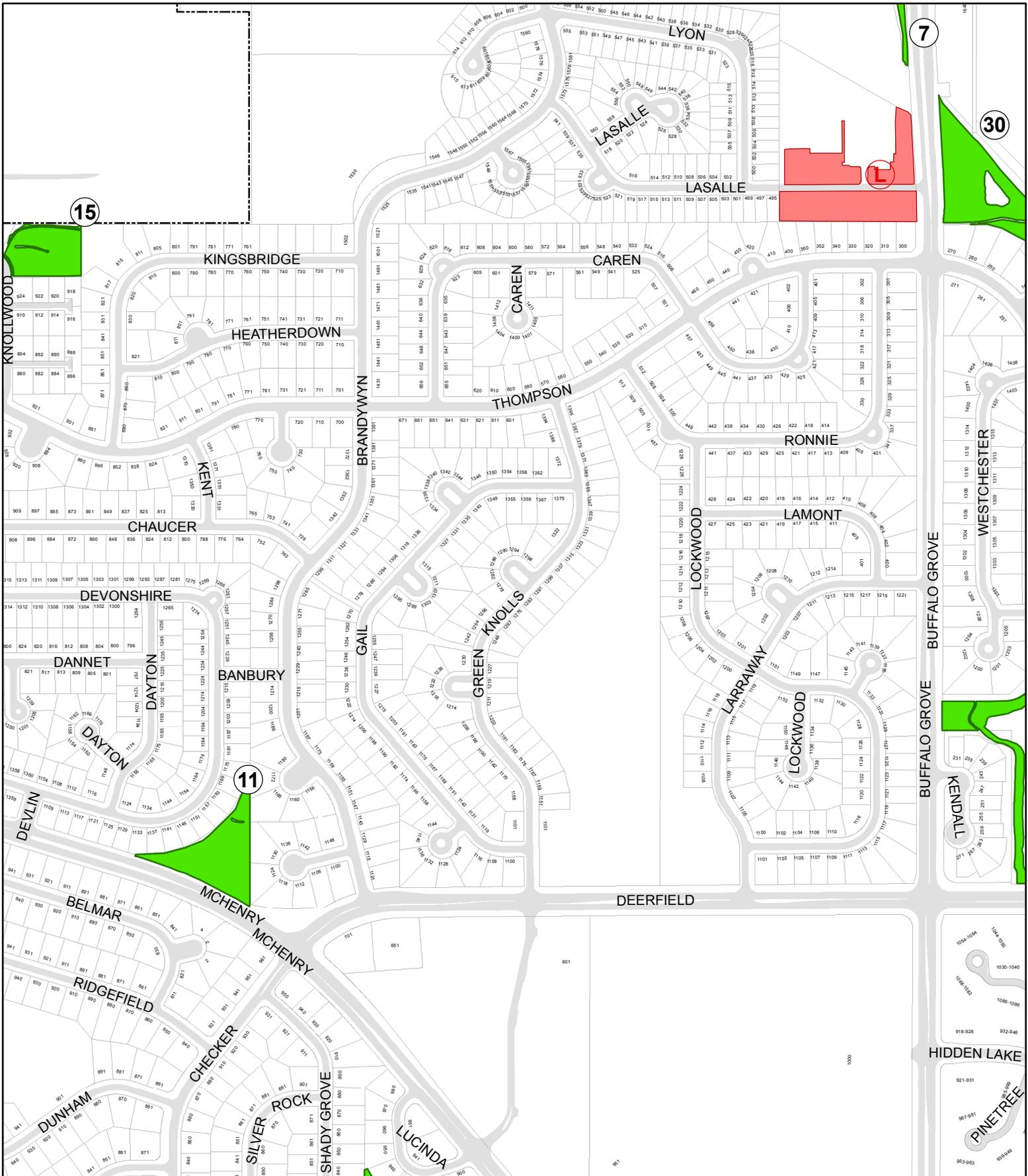
Landscape Mowing Sites: Page 24

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)



Date: 1/22/2019





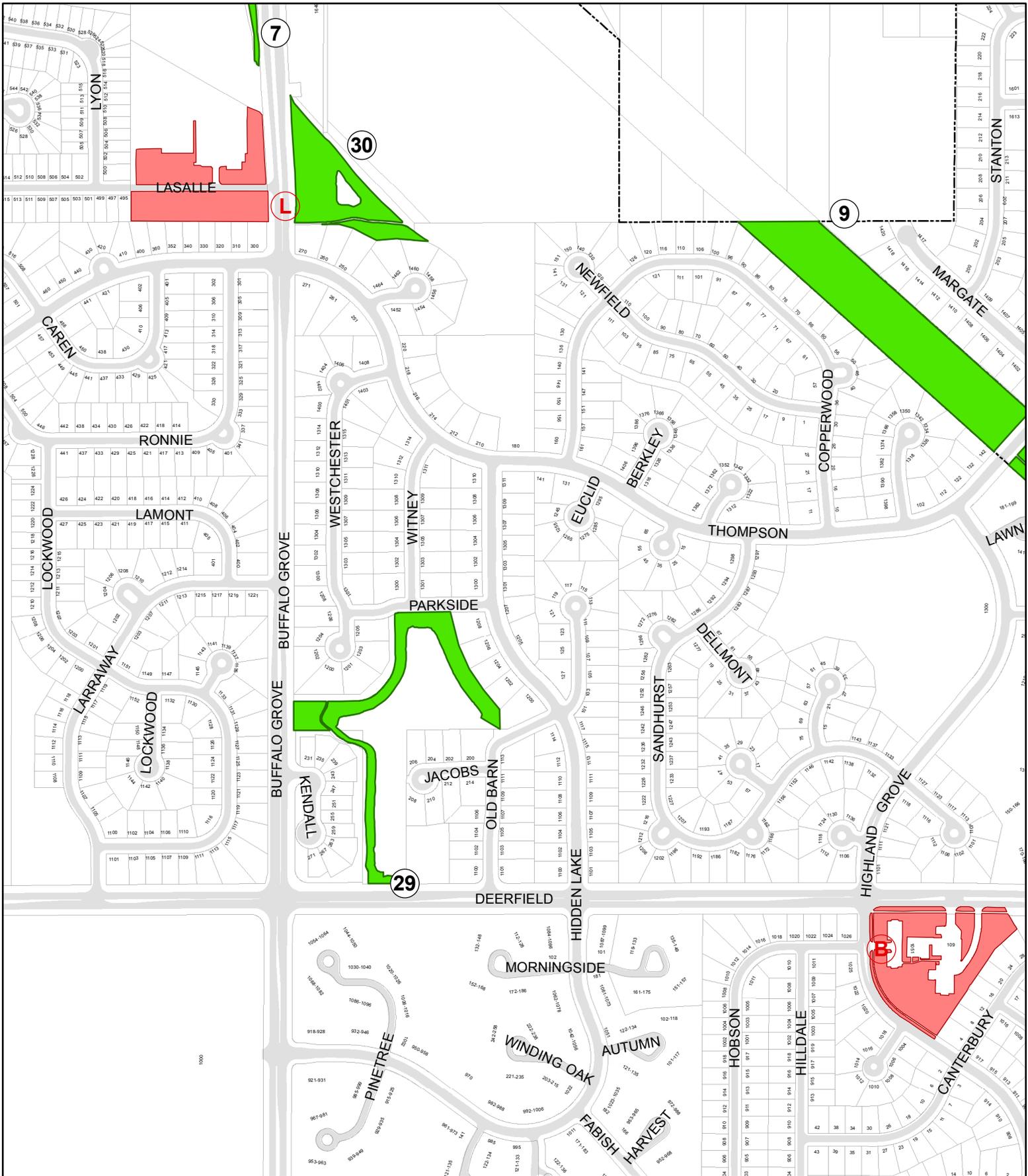
Landscape Mowing Sites: Page 25



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019



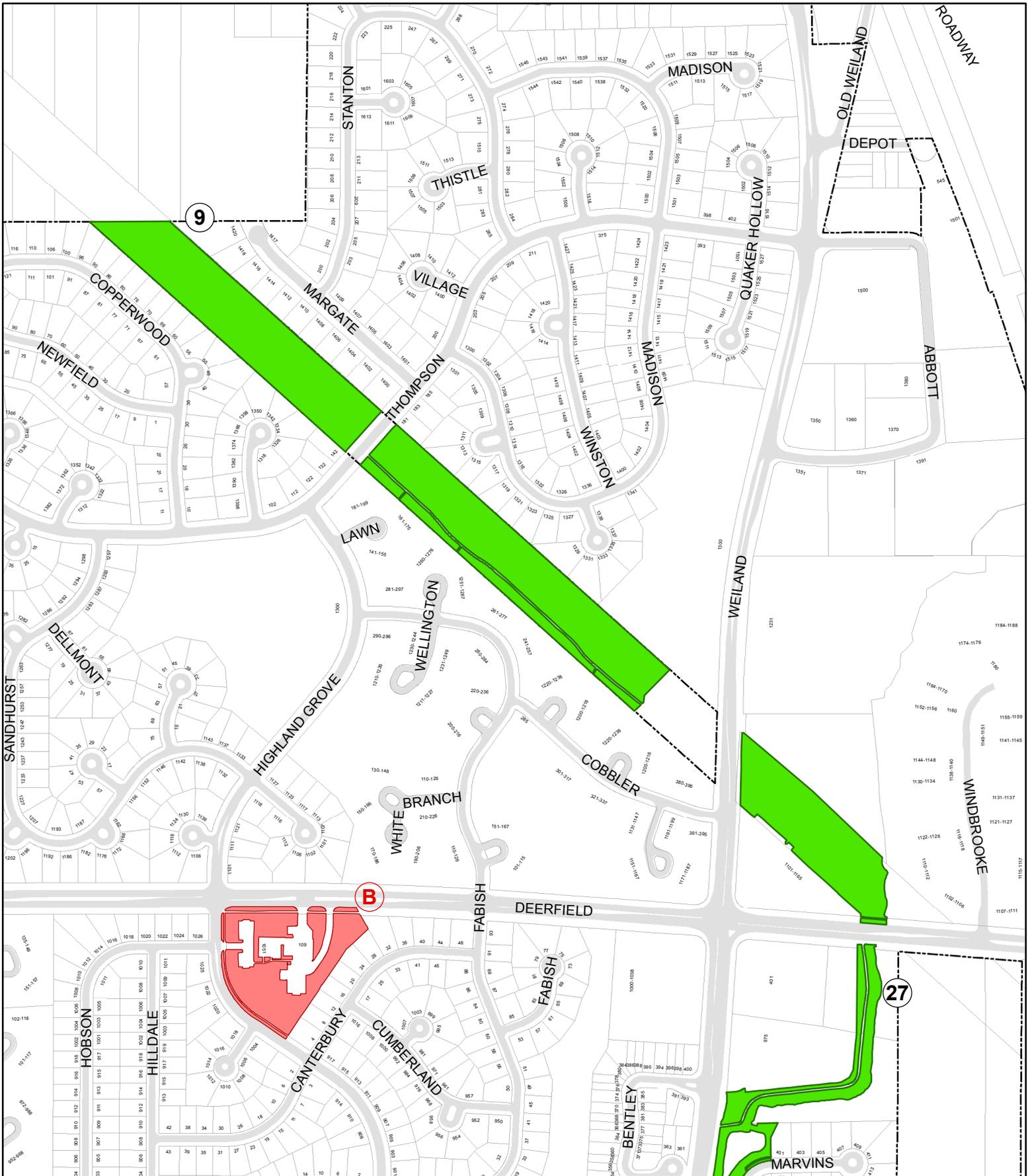


Landscape Mowing Sites: Page 26

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





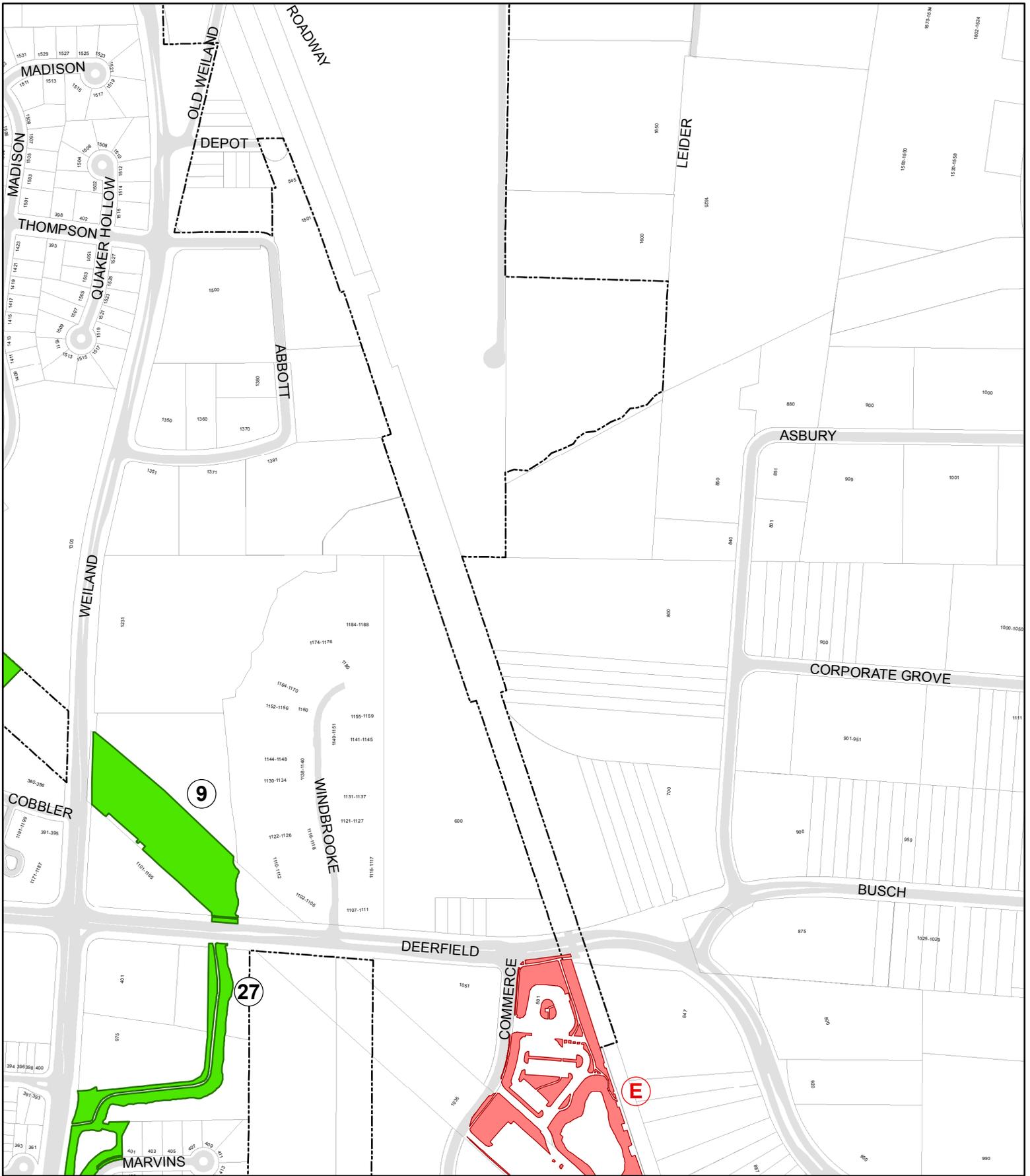
Landscape Mowing Sites: Page 27



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 28



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 29



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 30



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 31



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





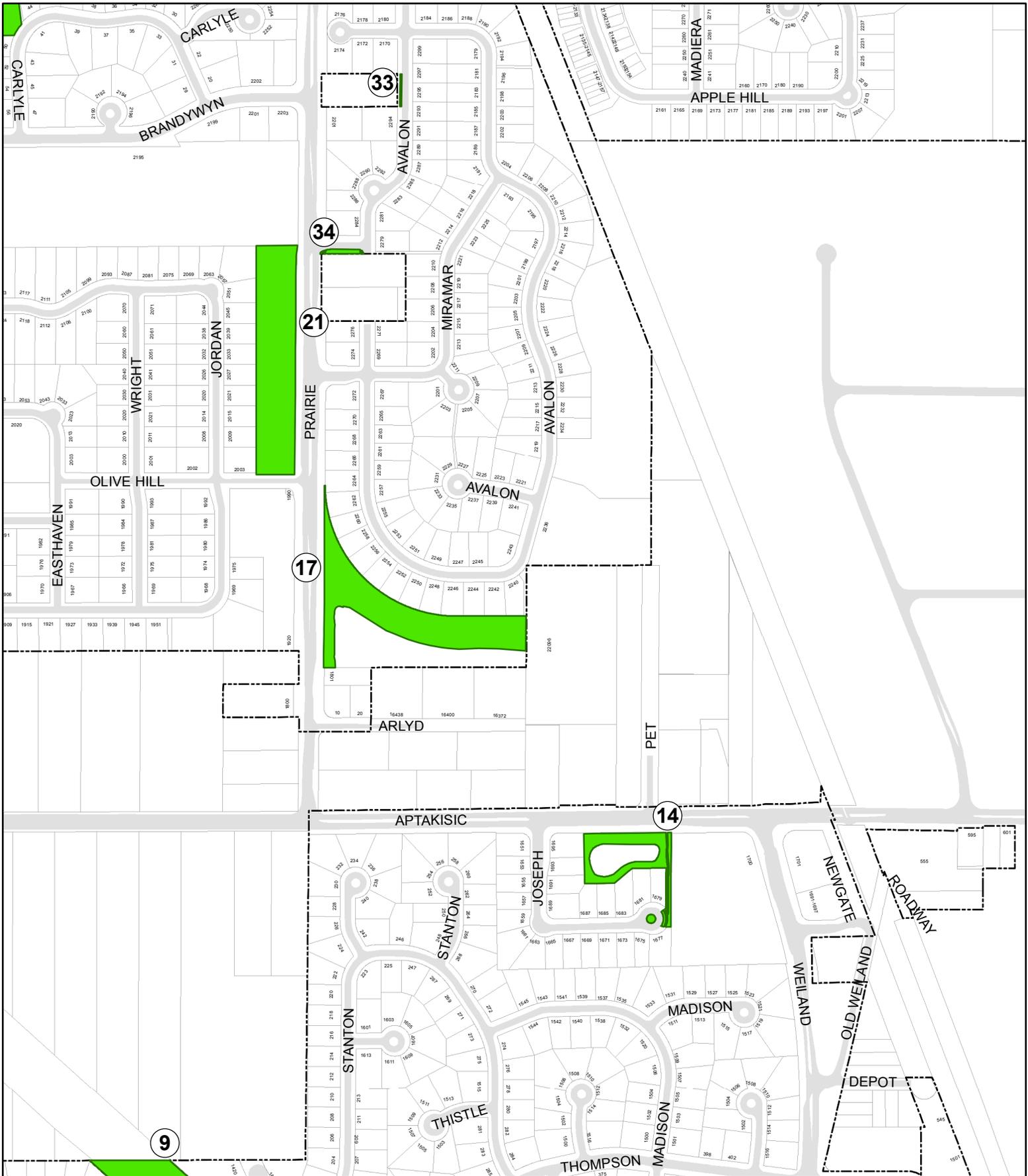
Landscape Mowing Sites: Page 32



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019



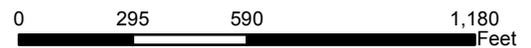


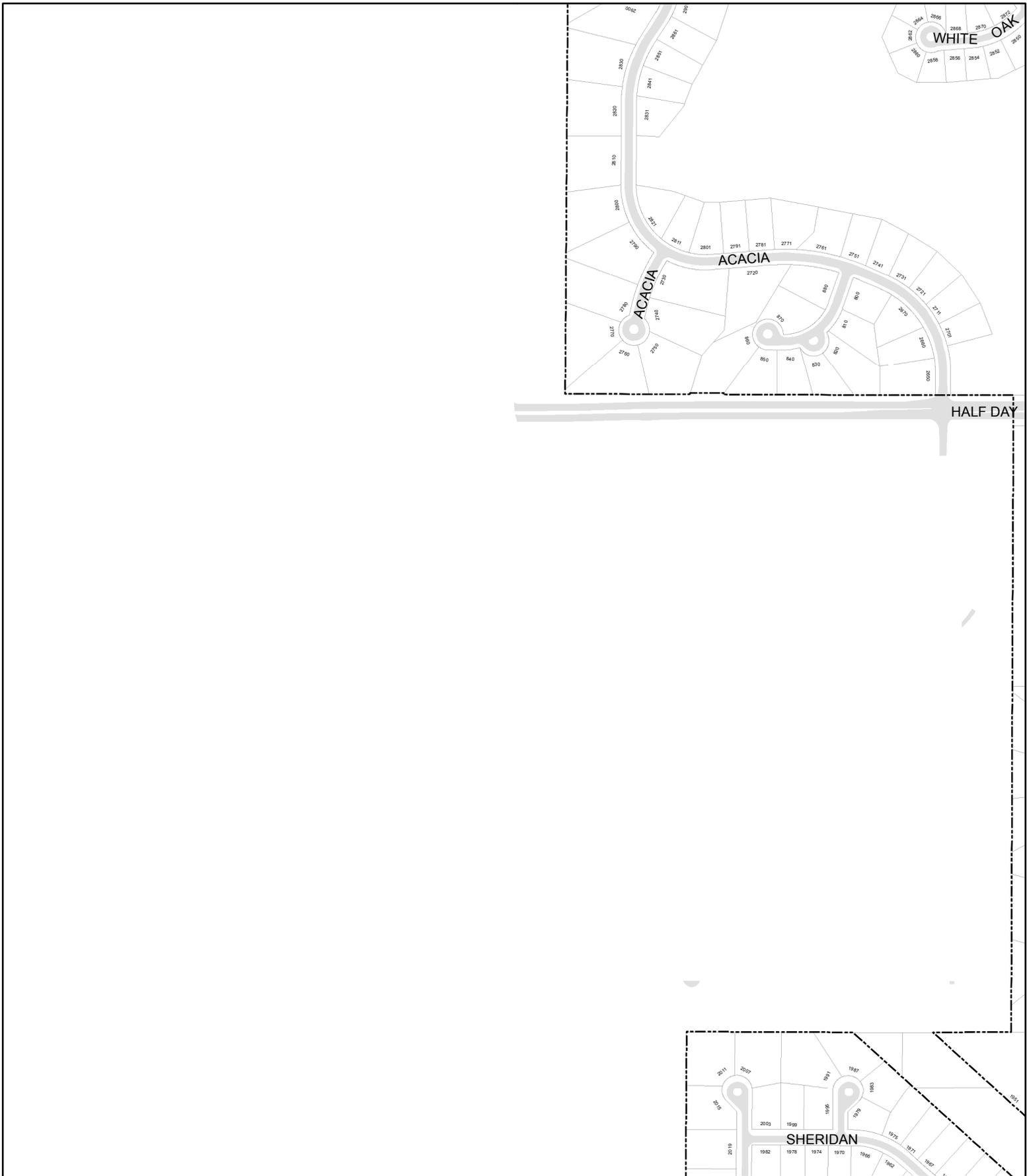
Landscape Mowing Sites: Page 33



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 34

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)



Date: 1/22/2019

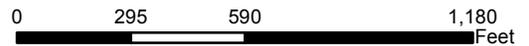




Landscape Mowing Sites: Page 35

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019

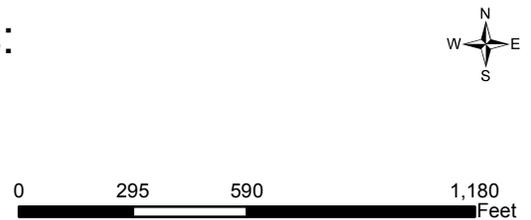


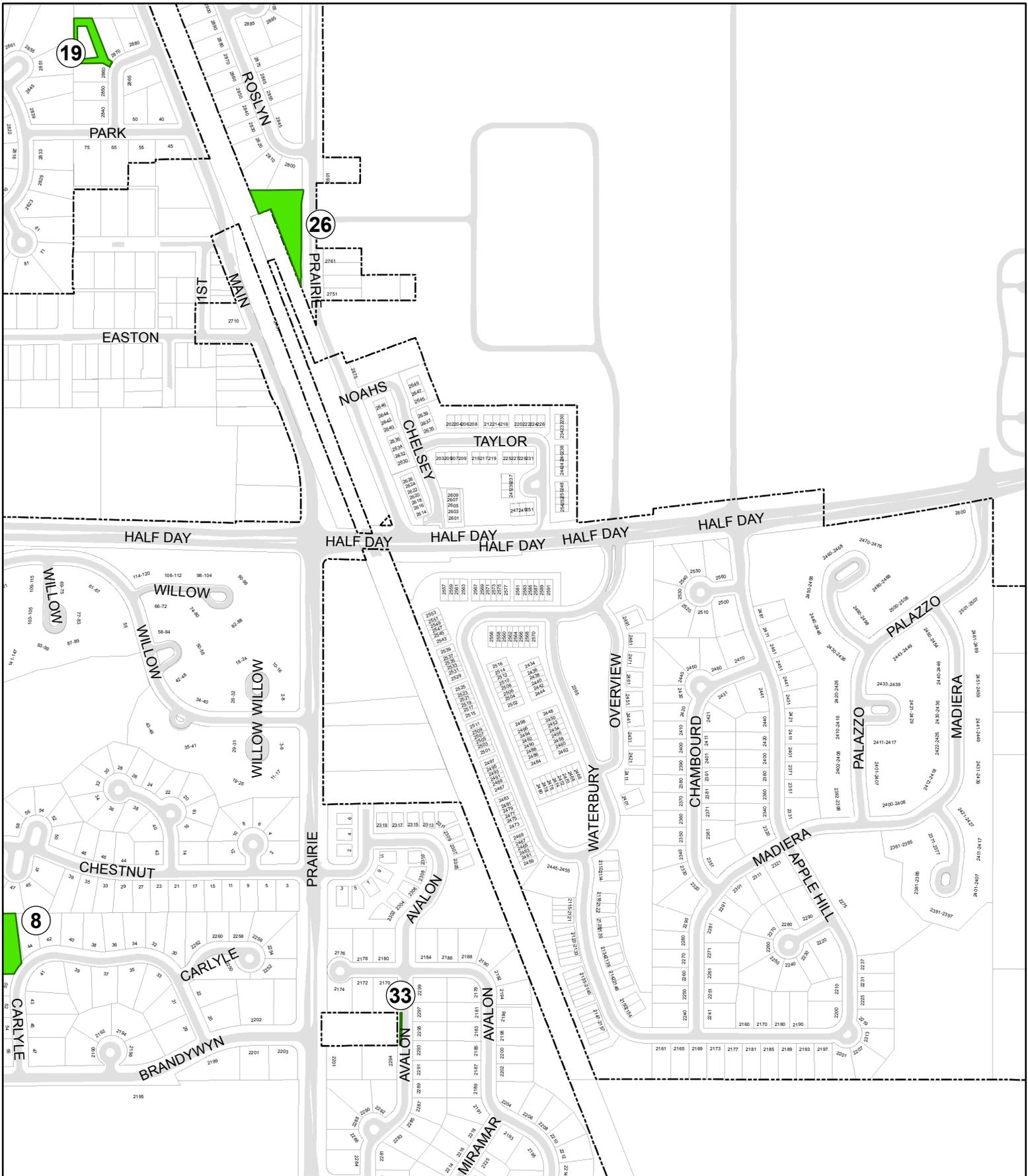


Landscape Mowing Sites: Page 36

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019



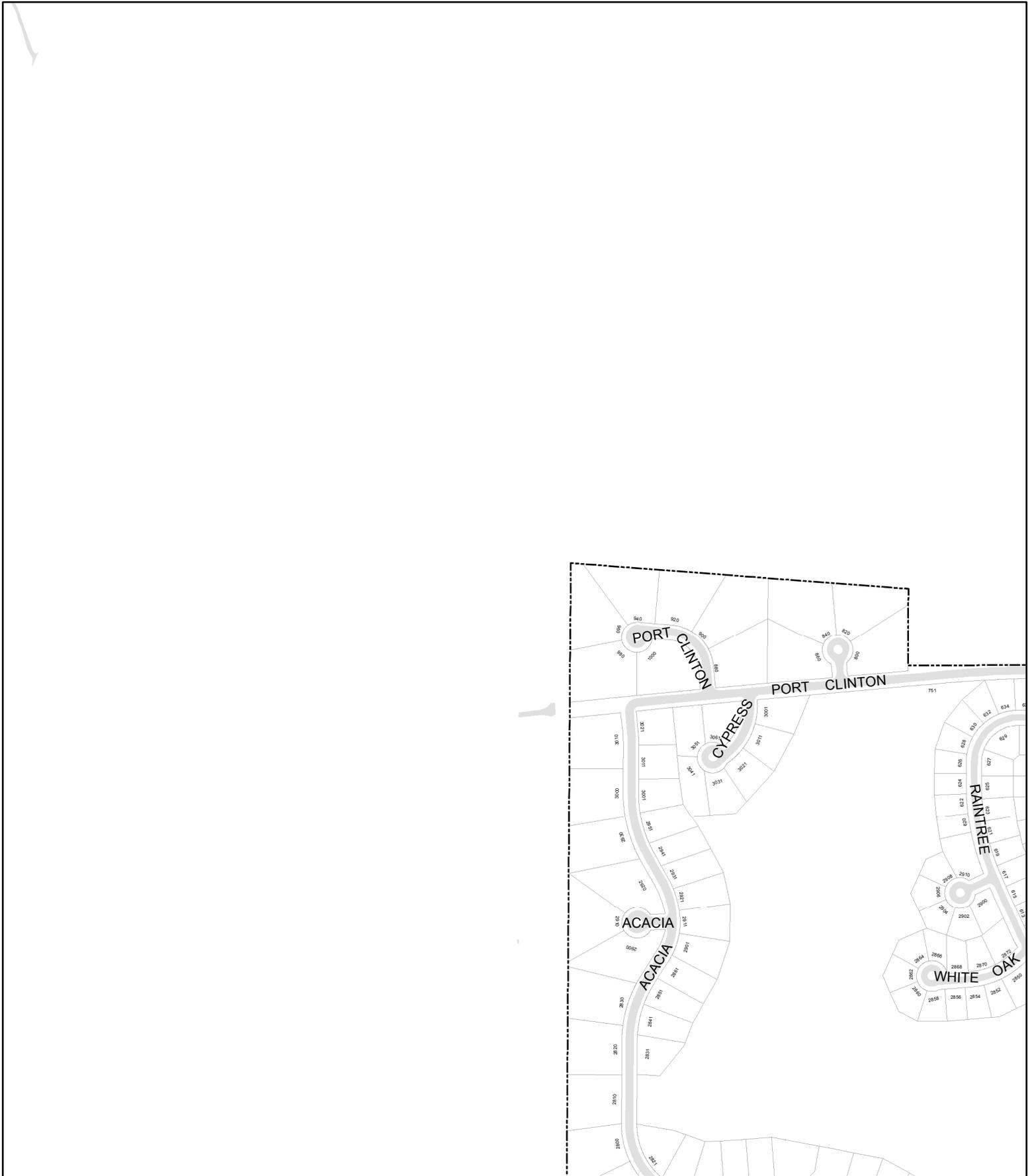


Landscape Mowing Sites: Page 37

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 38

- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)



Date: 1/22/2019





Landscape Mowing Sites: Page 39



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 40



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019





Landscape Mowing Sites: Page 41



- Tier 1 - Site (A-L) (Total Village Acreage: 31.8901 Acres)
- Tier 2 - Site (1-34) (Total Village Acreage: 68.2565 Acres)

Date: 1/22/2019



LANDSCAPE MAINTENANCE SERVICES CONTRACT

Landscape Maintenance Services (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ (hereinafter the “**Contractor**”) on this ____ day of _____, 2019 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work

Contract Exhibit B – Schedule of Prices

Contract Exhibit C – Performance and Payment Bond

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

Escalation

Written requests for price revisions after the first term shall be submitted at least sixty (60) calendar days in advance of the biennial 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 shall not exceed the CPI-All Urban Consumers, Chicago or 3% whichever is less.

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

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a contract for two (2) years with two (2) possible two (2) year extensions. 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) calendar days for the purpose of securing a new contract.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, 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:
 - a. 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 and non-contributory 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:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – 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 for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers 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 Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
mreynolds@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:brobinson@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works 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 portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, 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.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include 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.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village 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 this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The 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. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The 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.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work 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 the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to 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 FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- K. TERMINATION OF CONTRACT.** The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,

Company

By: _____
Name: Beverly Sussman
Title: Village President

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description of the Work]

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

[Insert Schedule of Prices]

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the "Principal") and _____ (the "Surety"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "Village"), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular ROW and Median Mowing contract between Principal and the Village dated __ day of _____, 20__, (hereinafter referred to as the "Contract"), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, 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 the Work thereunder 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.

IN WITNESS WHEREOF, we have hereunto set our hands and sea __ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.