

## ROW AND MEDIAN MAINTENANCE CONTRACT

**ROW and Median Maintenance** (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and CityEscape Garden & Design LLC an Illinois Based contractor (hereinafter the “**Contractor**”) on this 1st day of April, 2022 (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**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

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.

Written requests for price revisions after the first two-year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 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 three (3) possible one (1) 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, fines or fees 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, and/or violation of any law or regulation 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 coverages for subcontractors shall be subject to all 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 coverages 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  
mskibbe@vbg.org  
ATTN: Director of Public Works

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

IF TO THE CONTRACTOR: City Escape Garden & Design, LLC  
3022 W Lake Street  
Chicago , IL 60612  
connie@cityescape.biz  
ATTN: Connie Rivera

**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 superintendent 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 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 affected 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,**  
an Illinois home-rule unit of government

**City Escape Garden & Design, LLC**  
[An Illinois LLC company]

By:   
Name: Dane Bragg  
Title: Village Manager

By:   
Name: Connie Rivera  
Title: Managing Member



Village of Buffalo Grove

# ROW and Median Maintenance

Bid and Contract Documents

### **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. The right to award the Bid in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to award to multiple contractors and to reject any or all bids.
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.



## **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 ten calendar days. Mowing, string trimming, and clearing sidewalks clippings at 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. MAINTAIN RIGHT OF WAYS, MEDIANS, CUL-DE-SACS, BUSHES, LANDSCAPED MEDIANS, AND CEMENT MEDIANS (SEE APPENDIX A FOR LOCATIONS)**

#### **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 4.5 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, Trimming, and clearing sidewalk of clippings 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.

Trimming along all fences that border each Right of Way must be done at the time of mowing. Most fences are along the sidewalks. Trimming of the weed growth that grows in the sidewalk cracks along all medians and Right of Ways is expected during each weekly mow.

### **CEMENT MEDIANS (SEE APPENDIX A FOR LOCATIONS)**

- a) Cement medians are raised curb areas outside the scope of the turf grass medians. Undesirable weeds grow from cracks between the pavement and the curb and the expansion cracks on the raised median portion. This growth needs to be string trimmed down three (3) times a year. See attached map for locations.
  - a. Seven (7) Days before Memorial Day
  - b. Seven (7) Days before Independence Day
  - c. Seven (7) Days before Labor Day

## 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, they 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 to the extent a tree would need to be replaced. The Village shall receive reimbursement 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 4.5 inches down to a height of 3.0 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. Contractor's equipment will be clearly labeled and easily identifiable. 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.

No equipment shall be fueled or oiled in grass areas. They should be moved to paved areas for this function. Spilled gasoline and oil kill's 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 twenty-eight (**28**) 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 six (**6**) mowing cycles based on the growing conditions. 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 2 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 mowing 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. weed control, 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 terminate the contract if the specifications are not met.

## II. WEED CONTROL

This item shall consist of the complete weed control of all turf areas. This includes the use of weed control materials based on a two (2) 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 upon request and prior to the start of the contract.
- 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 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 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 Contract Administrator.
- 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 and median 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.

**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.

## Weed Control Material and Application Specifications

## ALL LIQUID WEED CONTROL (Minimums Required)

**Early Summer Application (May 15 – June 15)**

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

**Fall Application (September 15 – October 15)**

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



### III. LANDSCAPED MEDIAN MAINTENANCE WITH SHRUBS (SEE APPENDIX A FOR LOCATIONS)

The following services shall be included on all perennials, shrubs, annuals, and trees within the Landscaped Medians and ROW's on Aptakistic Rd, Lake Cook Rd, and Weiland Rd.

- 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) **Mulch Cultivation & Replacement:** Maintain a neat bed edge. Cultivate (turn) mulch a minimum of two (2) times per season – First completion date of July 31; Second completion date of September 30. After the first cultivating of all Landscaped Medians, additional mulch shall be applied. These beds shall have a minimum mulch depth of 2". 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.
- c) 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.
- d) **Plant Material and Pruning Maintenance:** This item shall consist of the complete pruning and trimming of all shrubs, ground cover, and perennials.
- e) 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.
- f) 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.
- g) **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 offsite.
- h) **Fall Bed Cleanup:** Perform bed cleanup in all landscaped median locations. Cut back all perennials, shrubs, and ground covers. All fall cleanup activities shall be completed by November 20, or at the direction of the Supervisor of Forestry and Grounds. All debris generated shall be disposed of offsite.

### IV. SHRUB PRUNING and MAINTENANCE (SEE APPENDIX A FOR LOCATIONS)

- a) Shrubs shall be pruned three (3) times a year to maintain growth within space limitations, to maintain or enhance the natural growth habit, or to eliminate diseased or damaged growth. Shrubs shall be pruned to conform with the design concept of the landscape. All debris generated shall be disposed of offsite.
- b) 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.
  - a. Seven (7) Days before Memorial Day
  - b. Seven (7) Days before Independence Day
  - c. Seven (7) Days before Labor Day

**APPENDIX A – AREA MAPS**

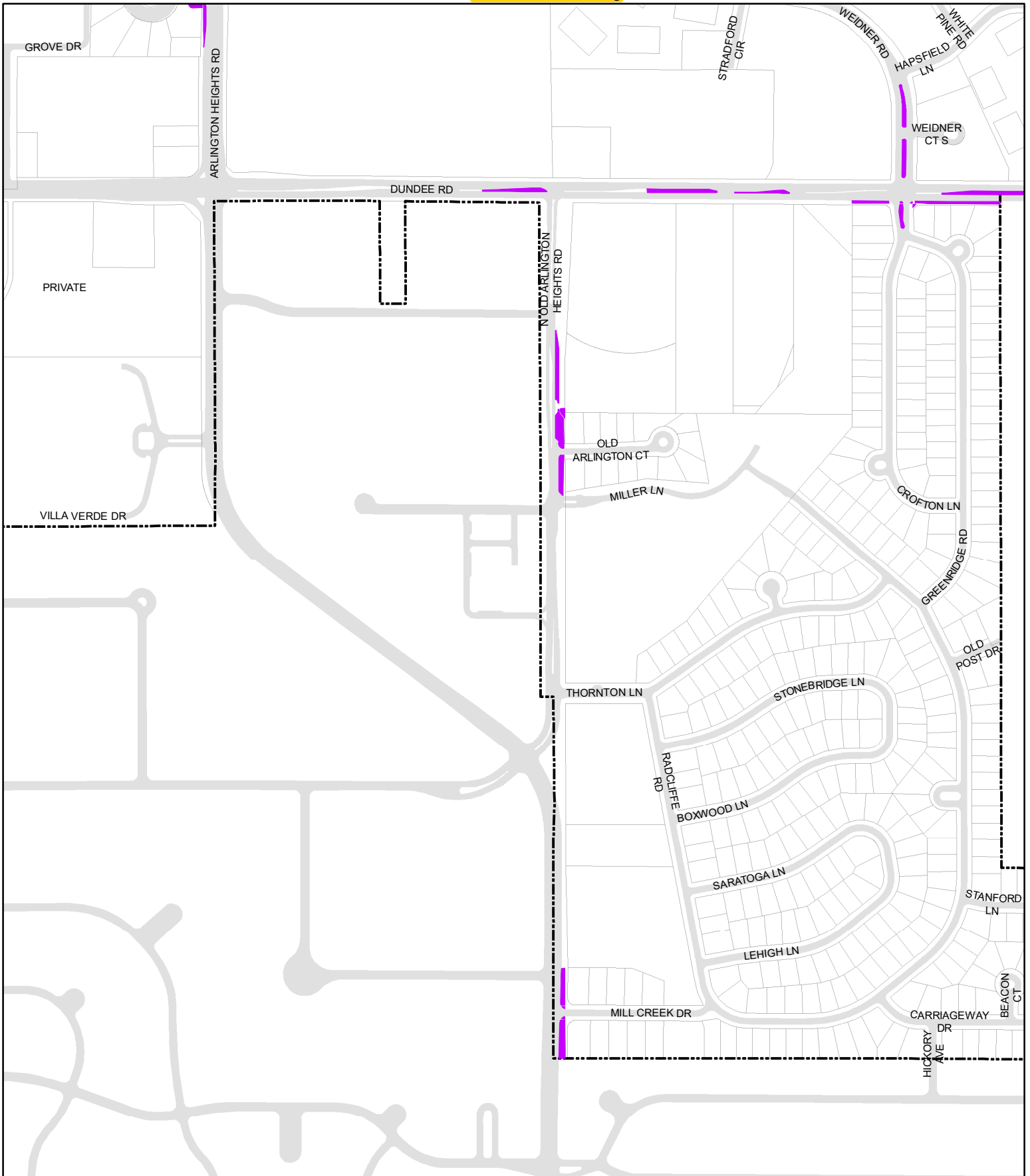
**A 1 – Median Mowing**

**A 2 – Cul-De-Sac Mowing**

**A 3 – Landscape Medians**

**A 4 – Cement Medians**

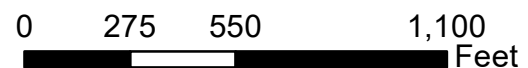
**A 5 – Shrub Pruning**



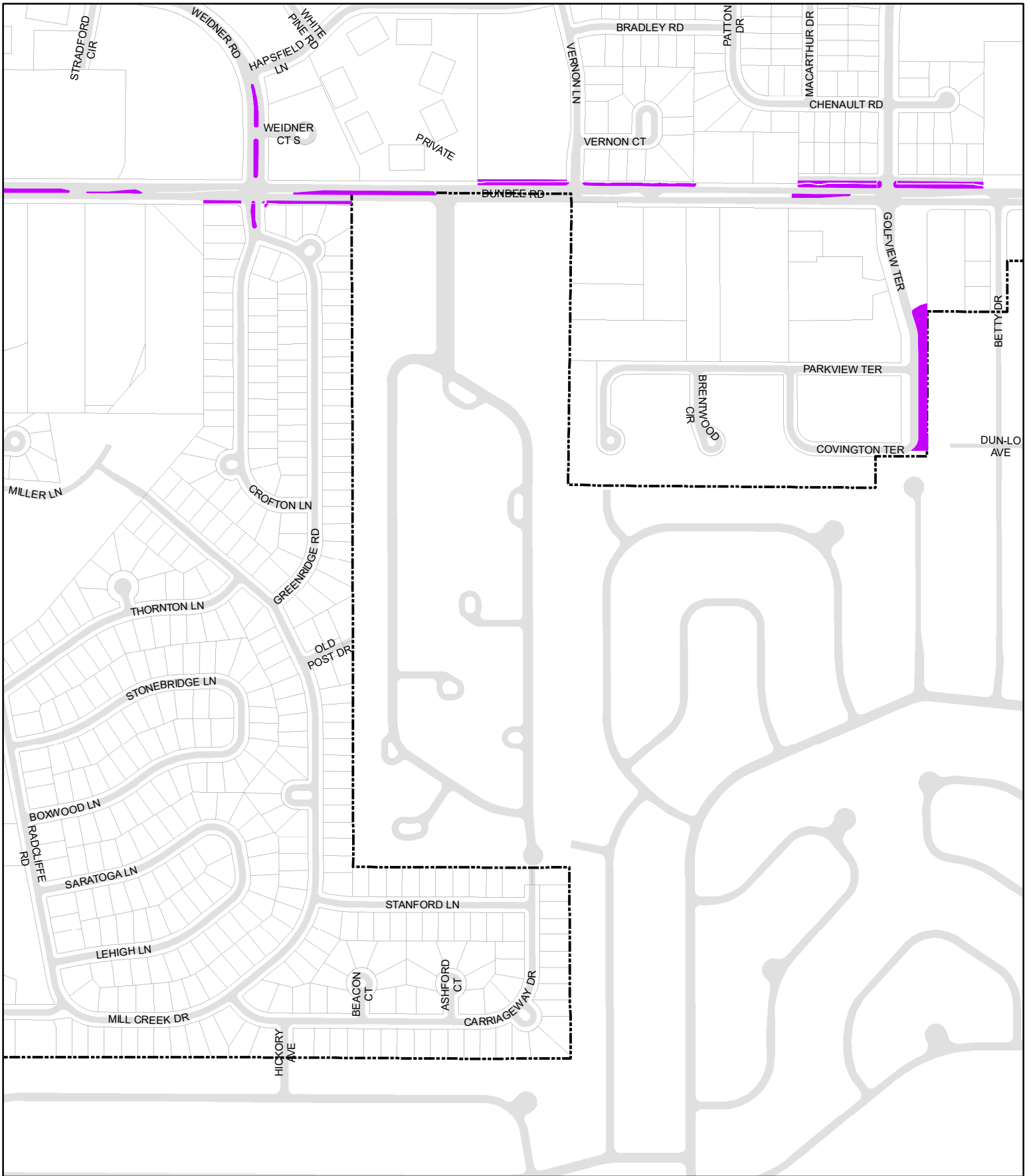
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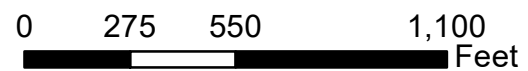


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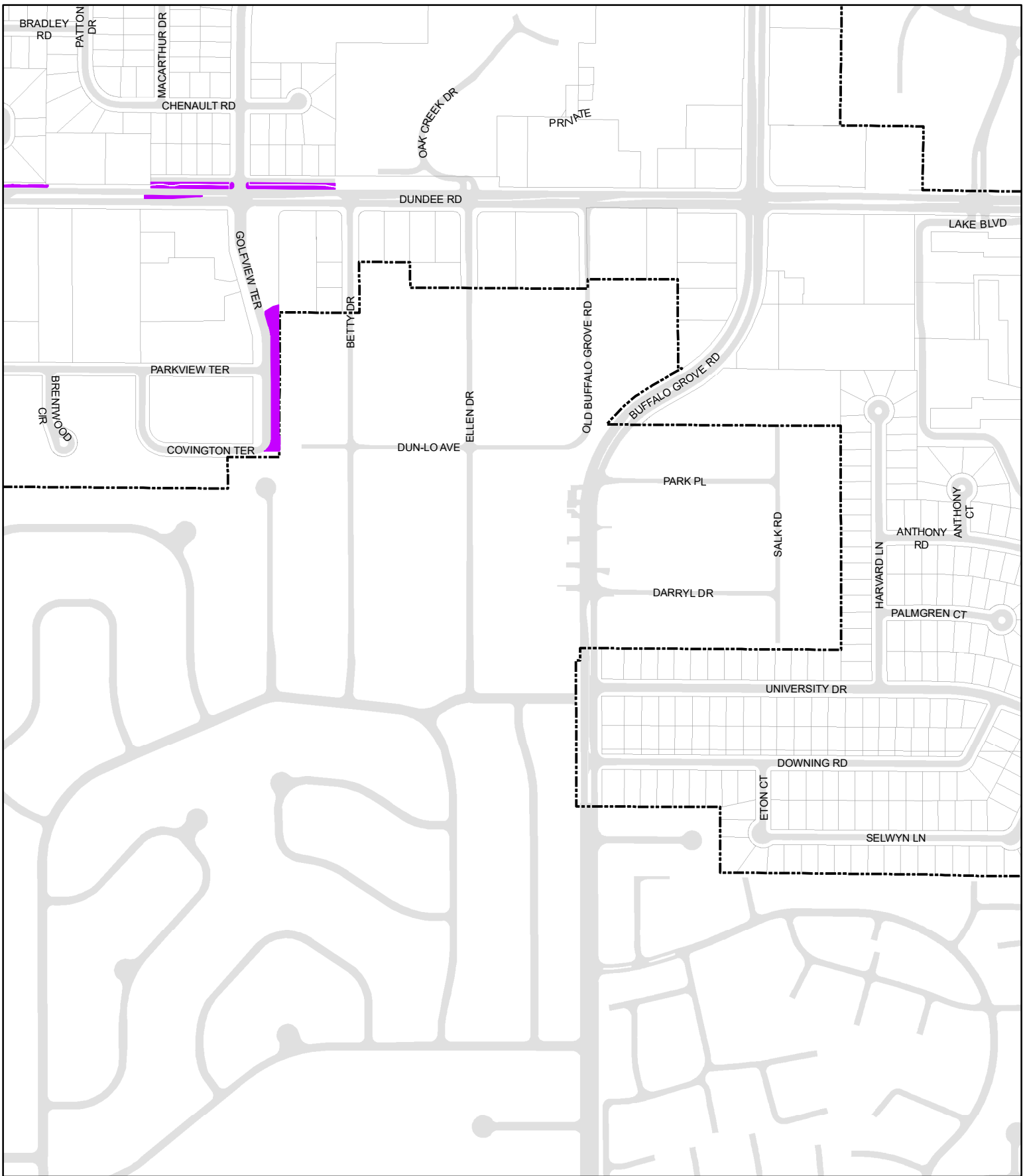
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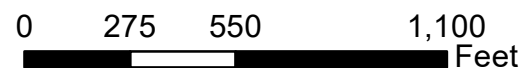


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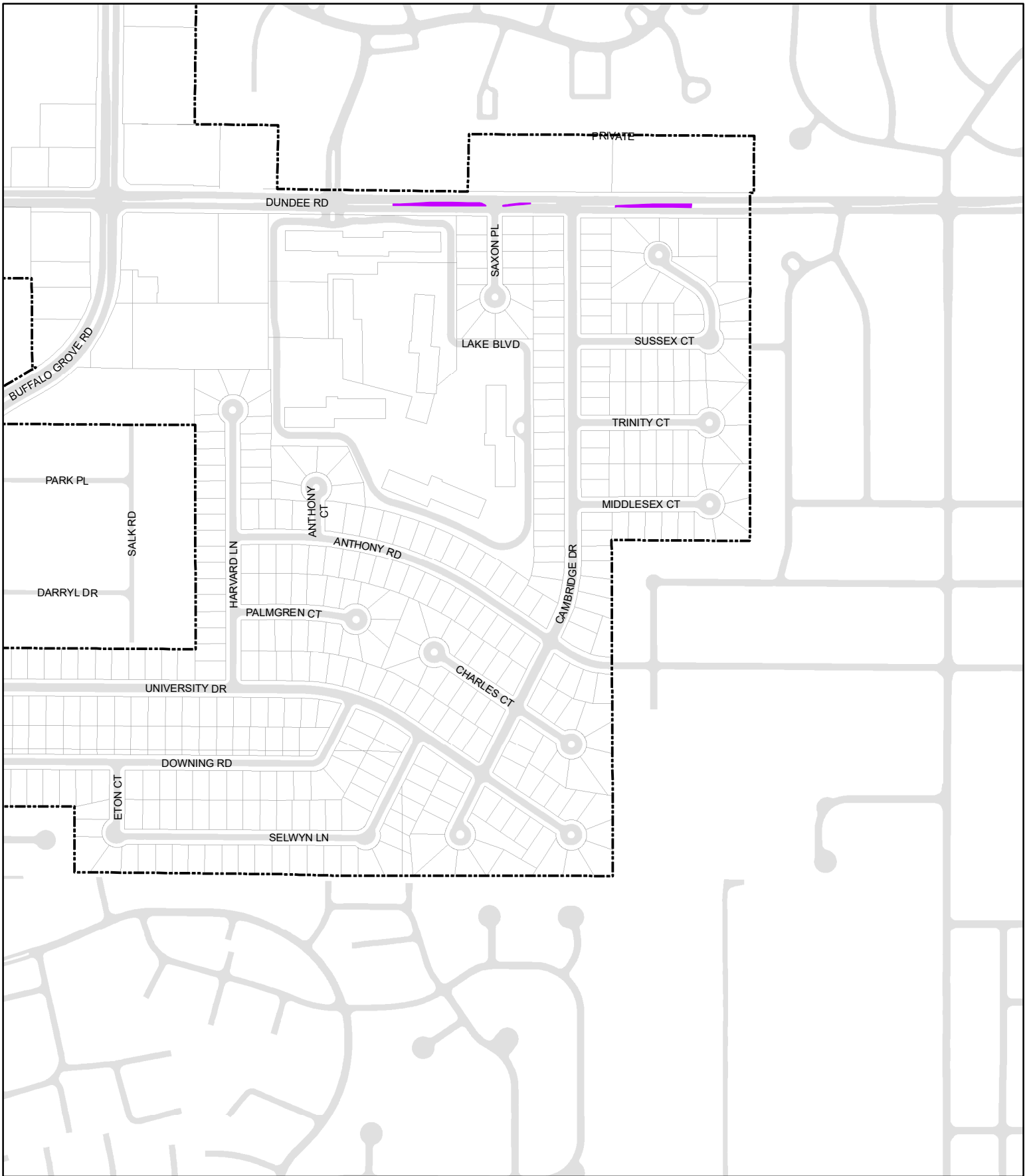
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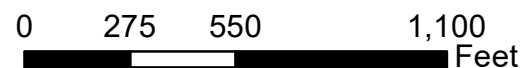
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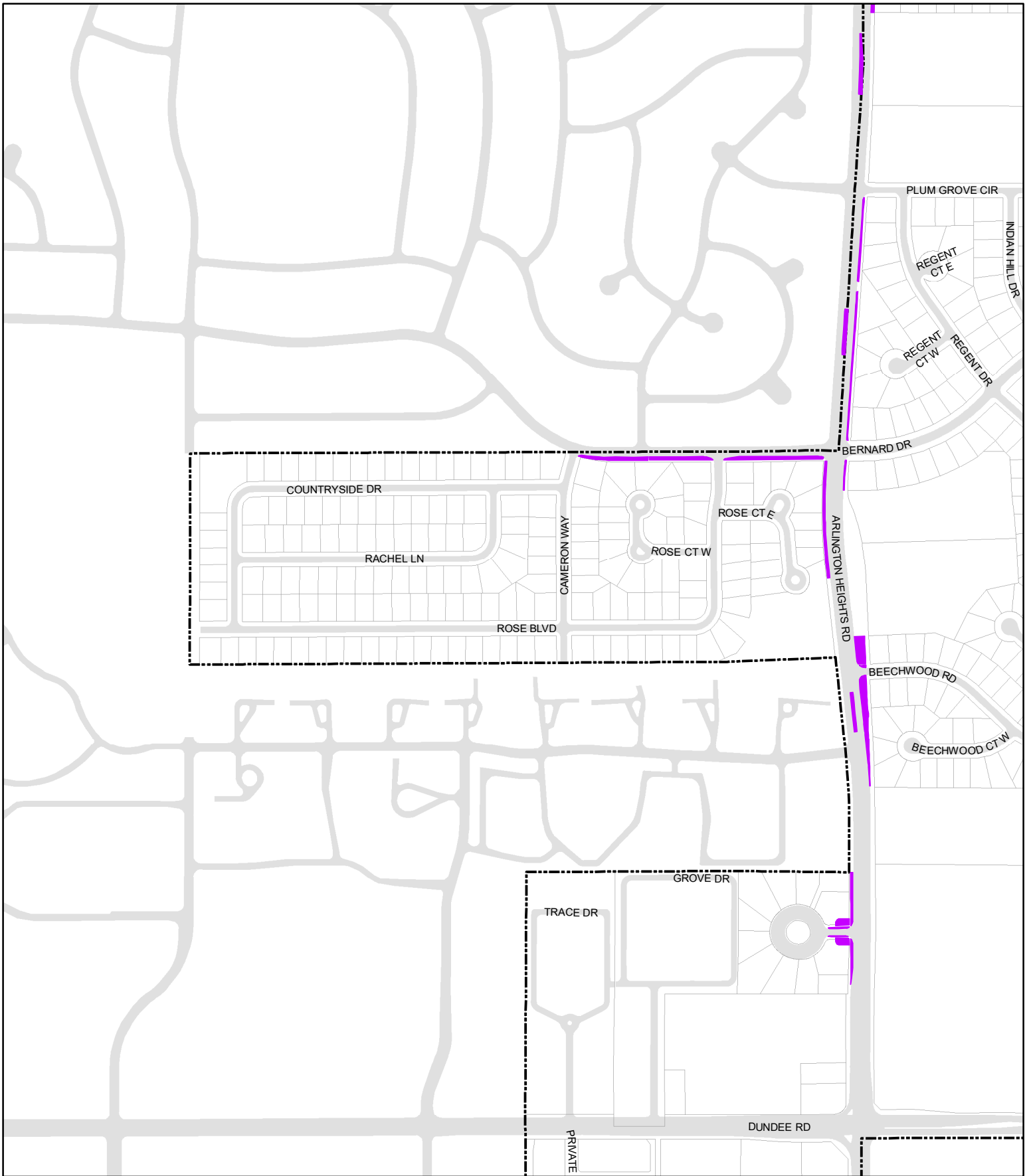
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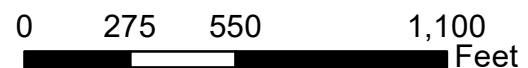
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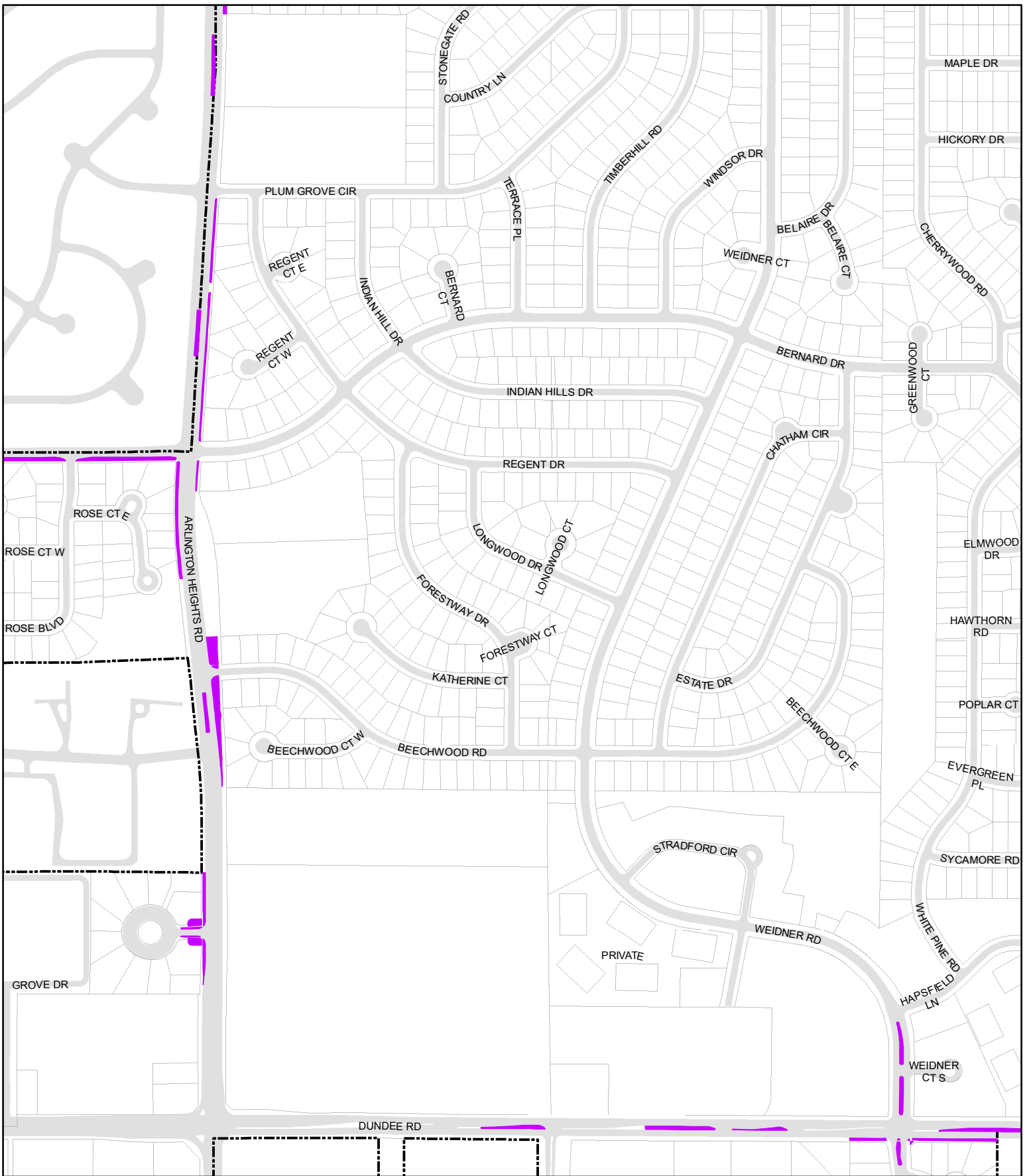
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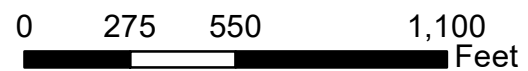


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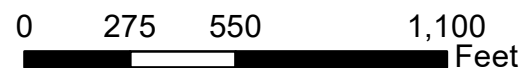


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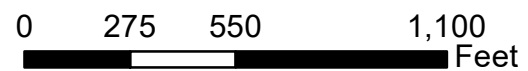


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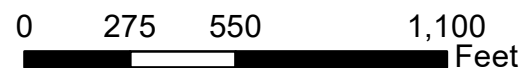


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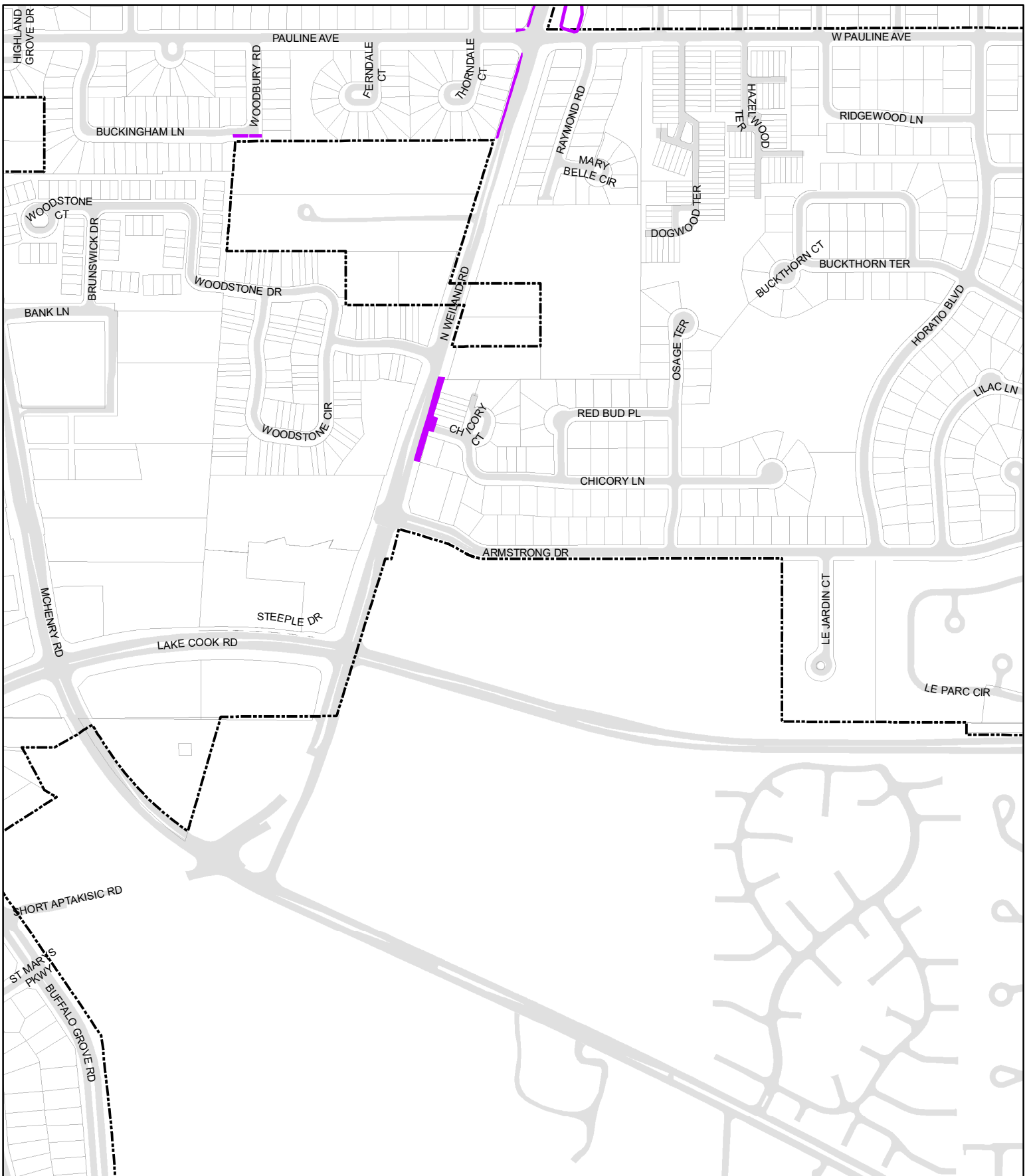
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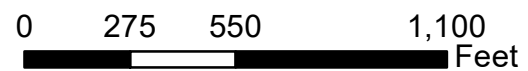


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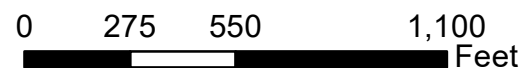
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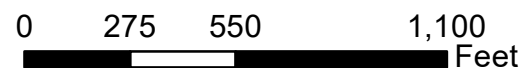
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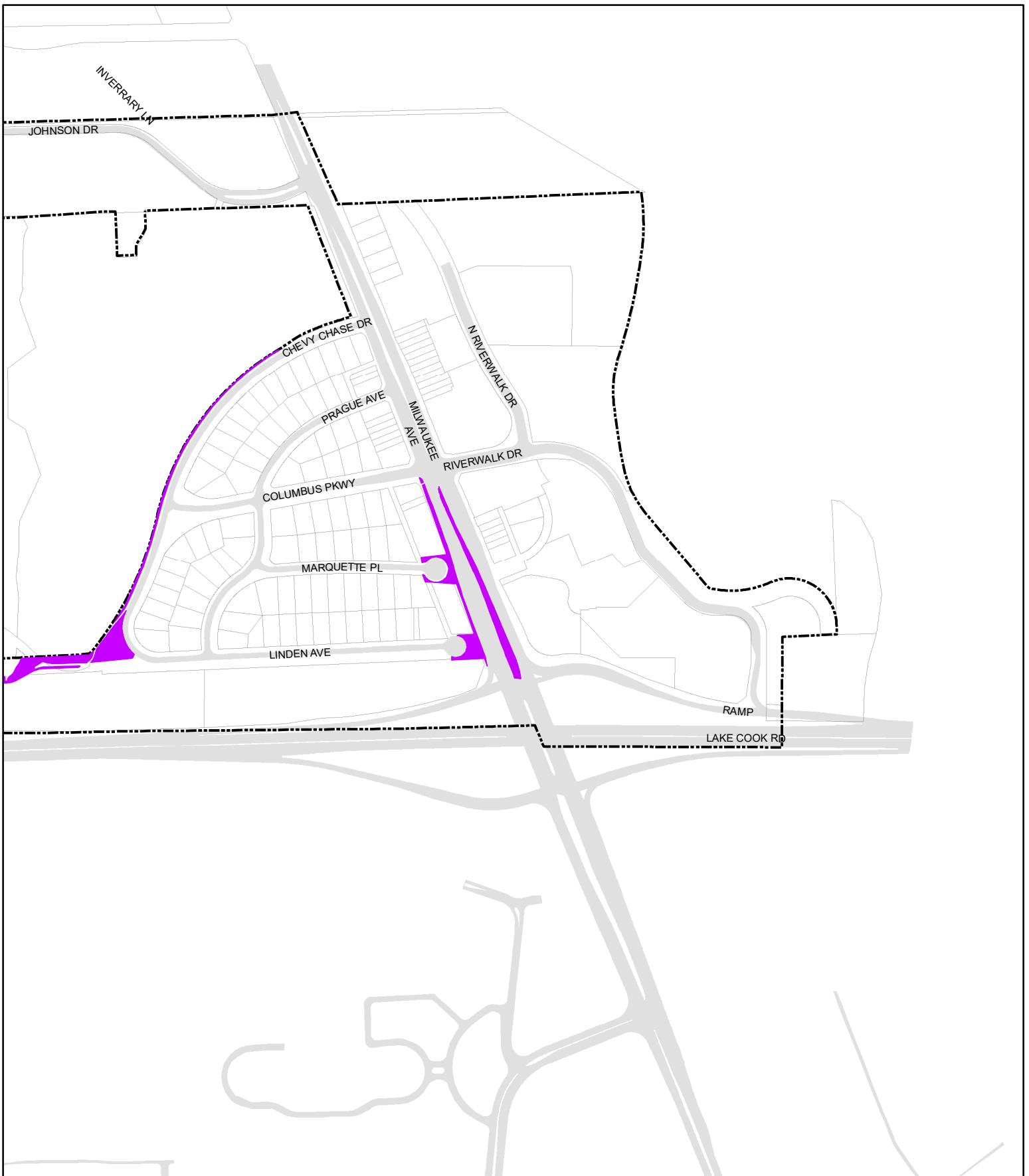
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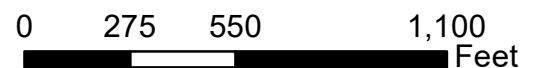
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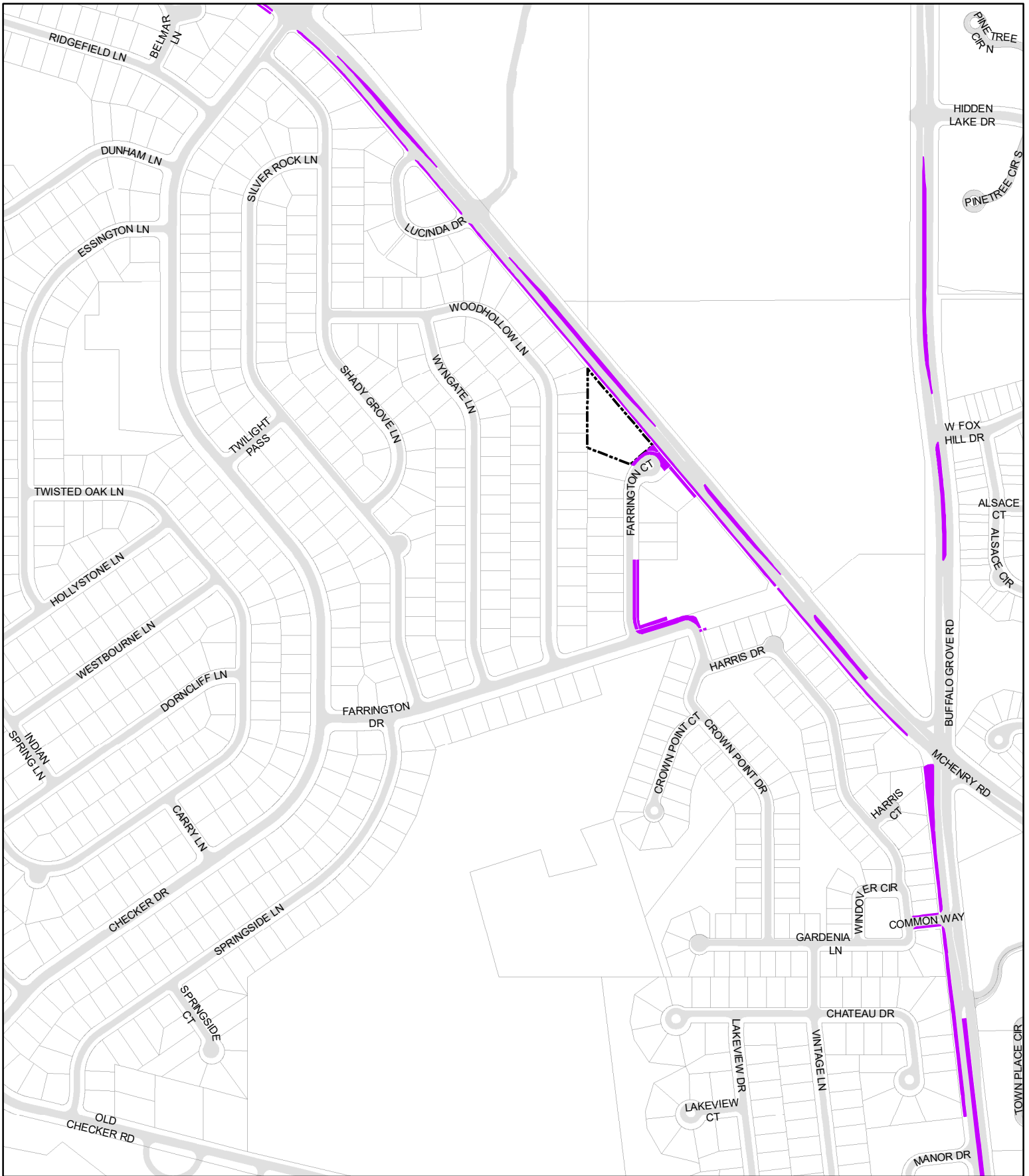
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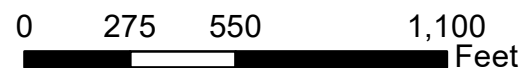


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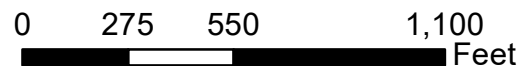
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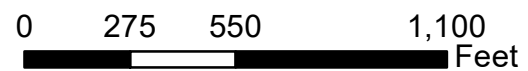


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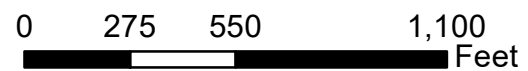


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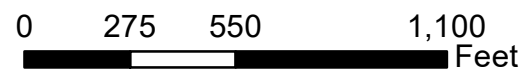
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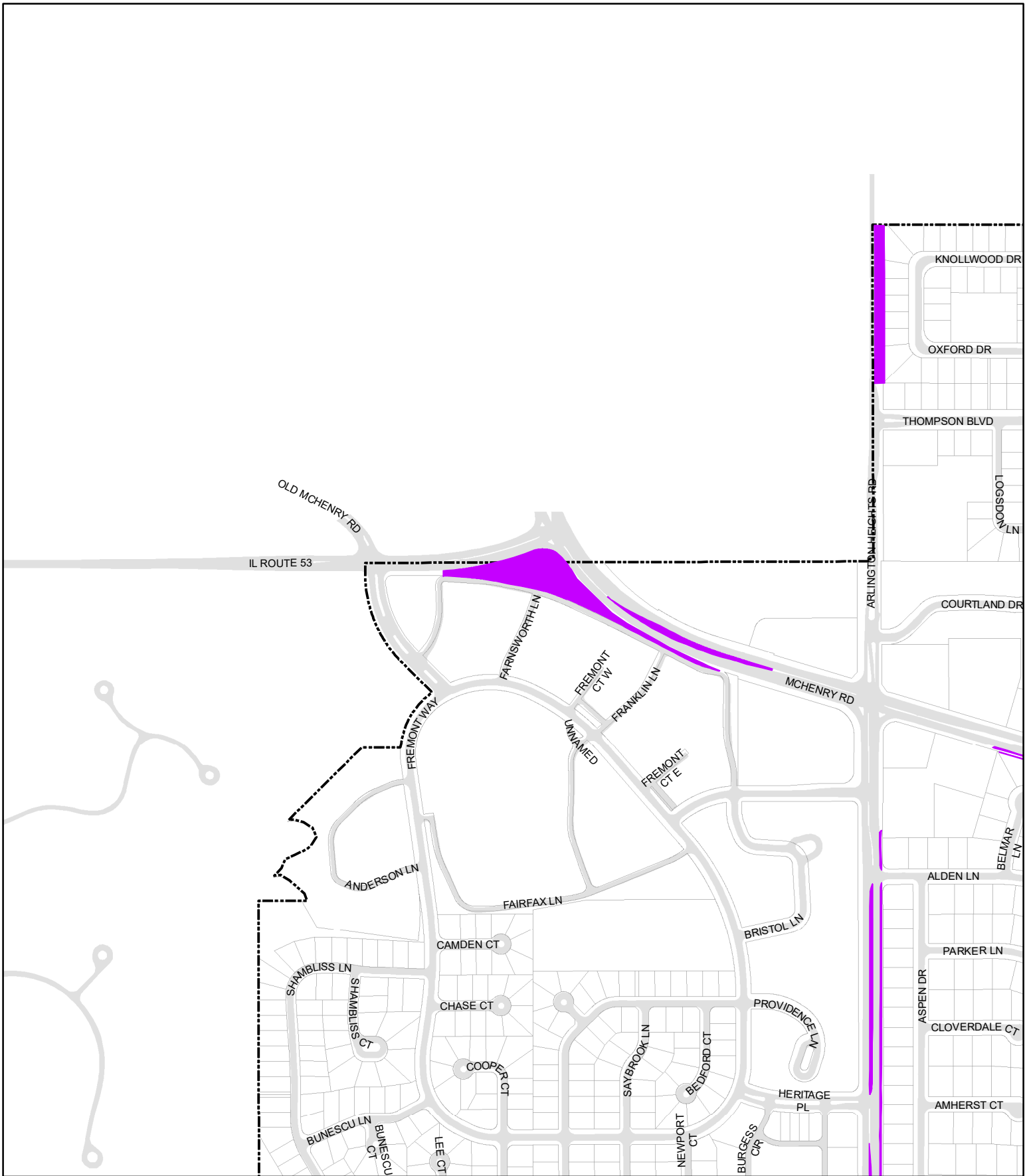
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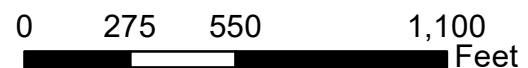




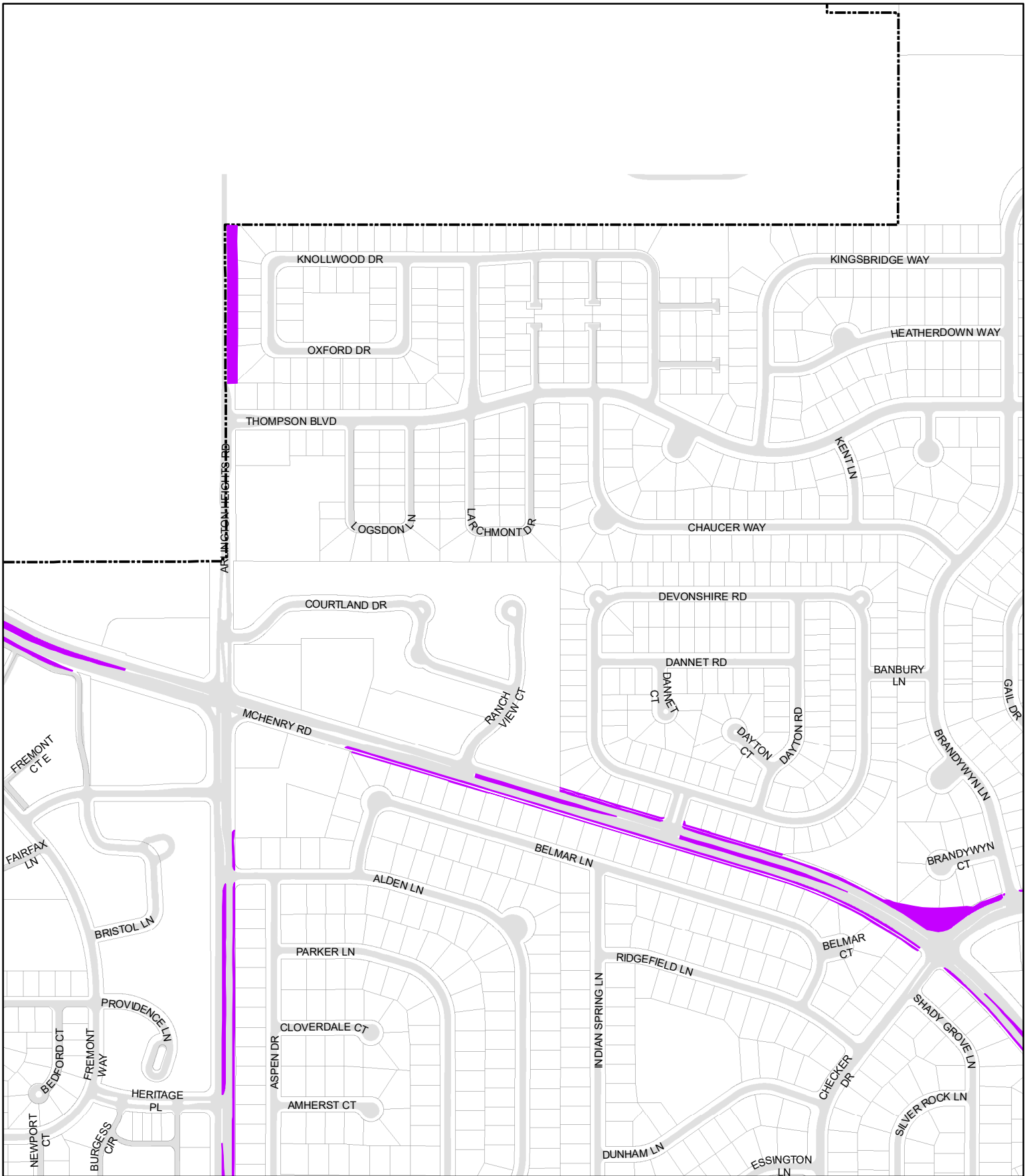
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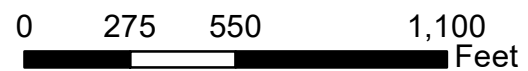


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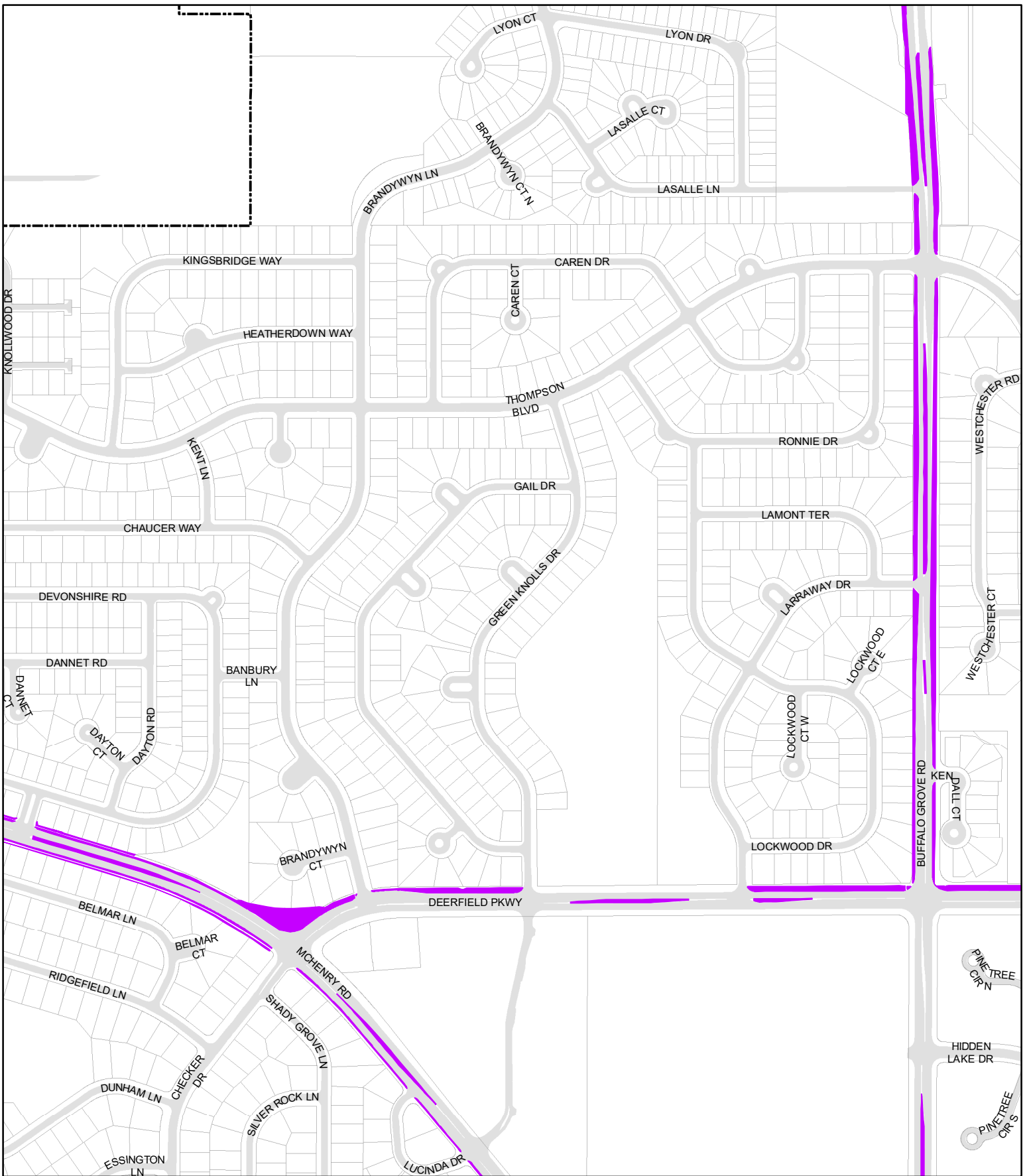


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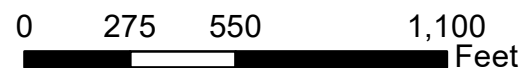


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■ Medians



Date: 1/20/2022

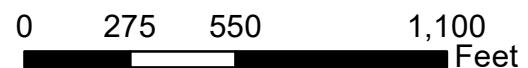


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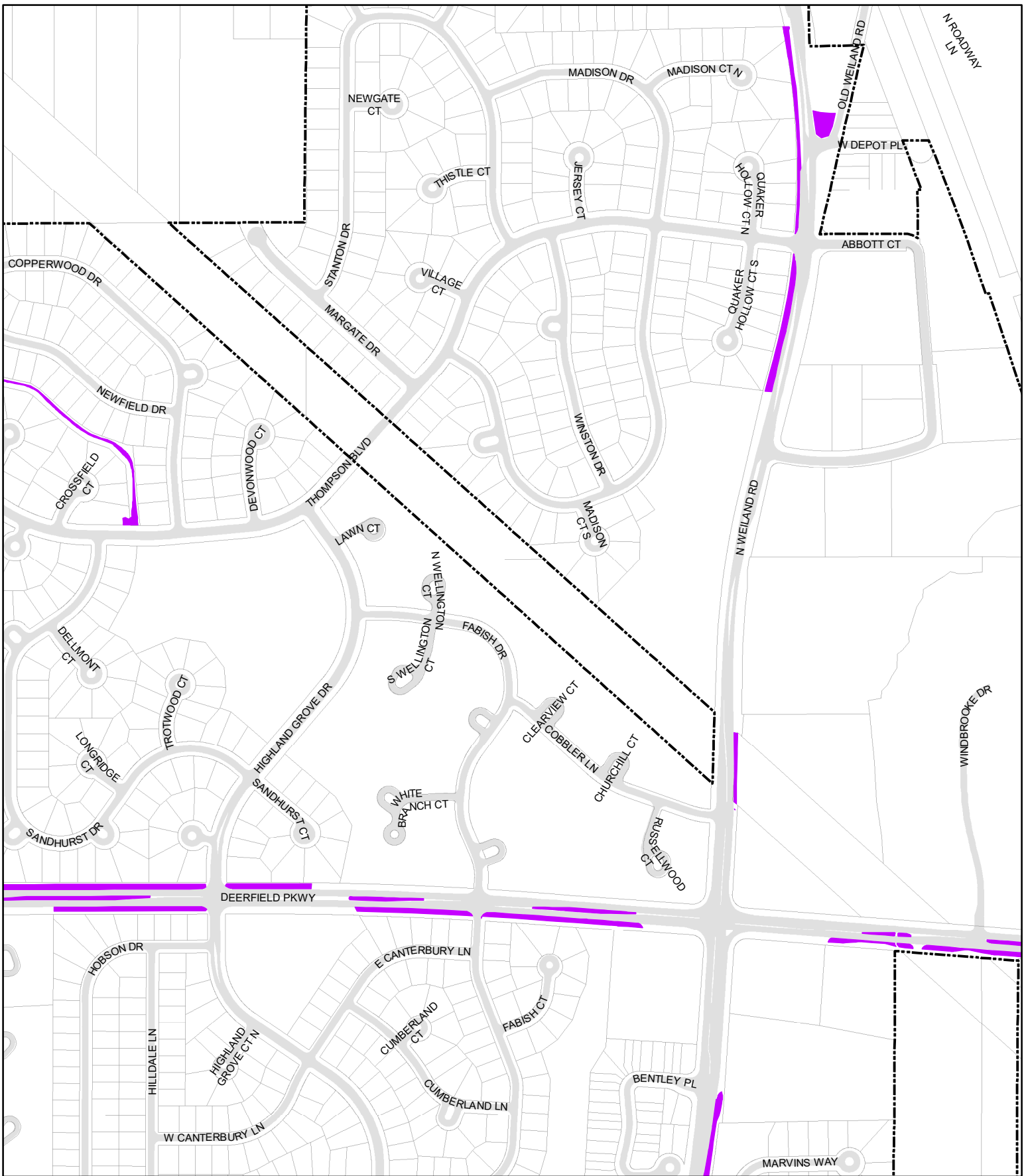
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■ Medians



Date: 1/20/2022

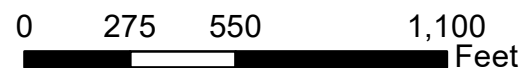


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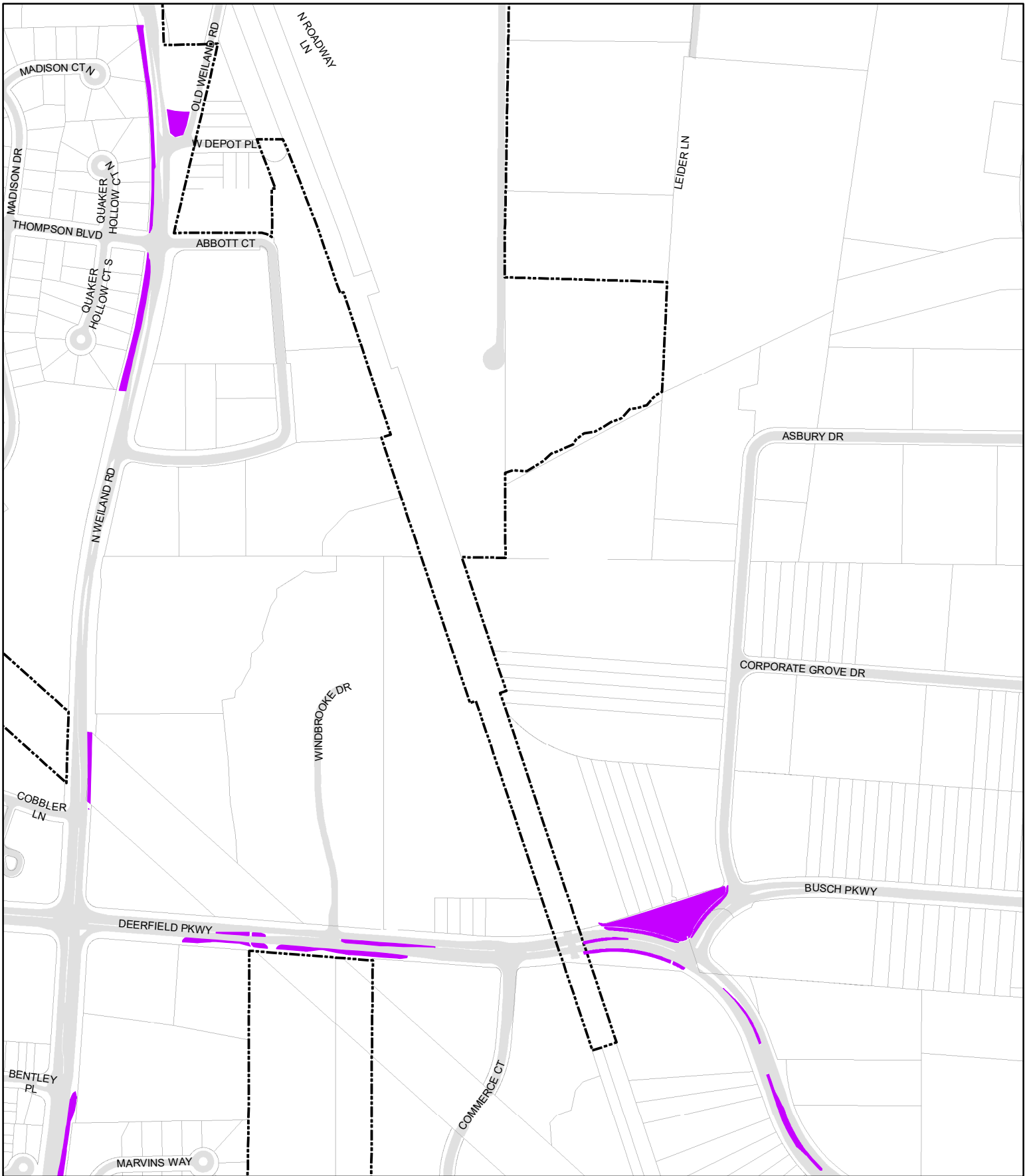
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■ Medians



Date: 1/20/2022

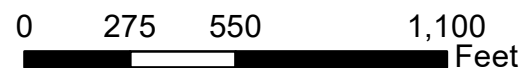


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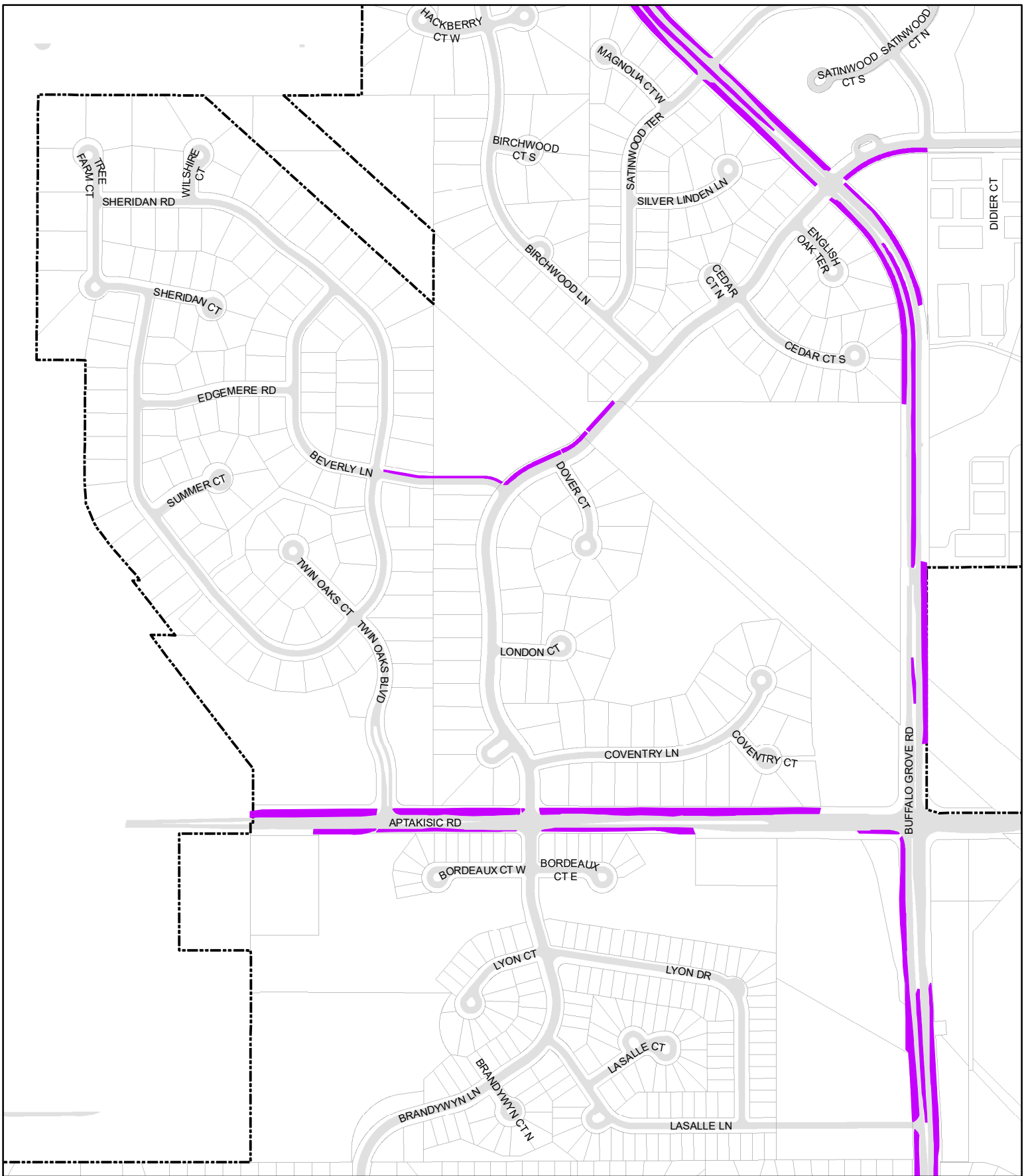
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 Medians



Date: 1/20/2022

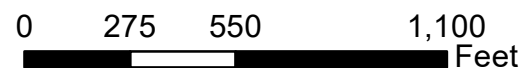


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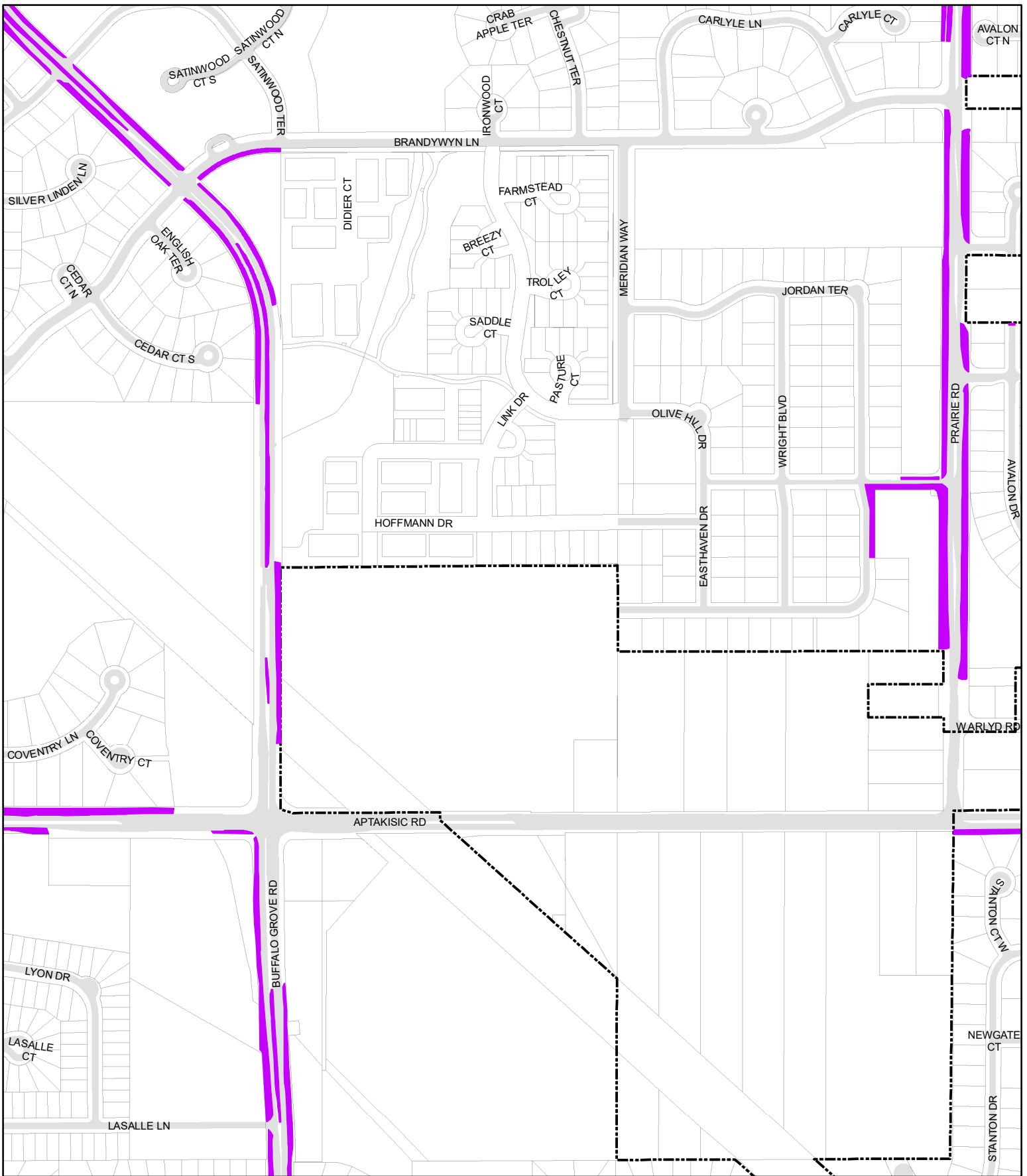
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Medians



Date: 1/20/2022

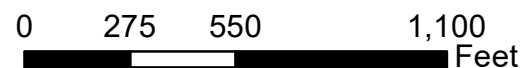


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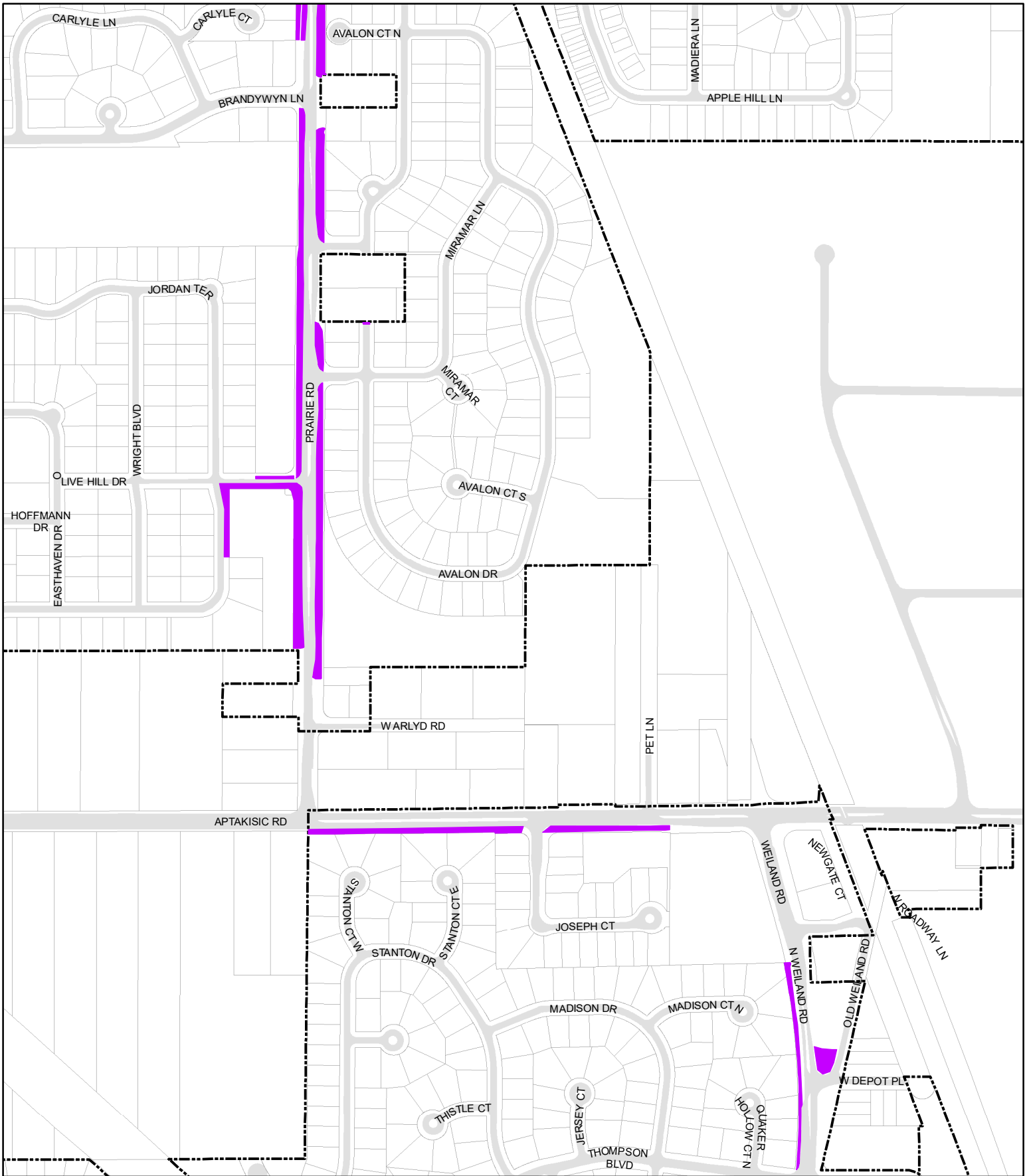
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■ Medians



Date: 1/20/2022

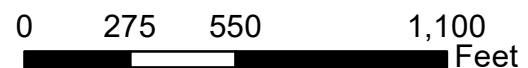


# Mowing Sites

## Page: 33



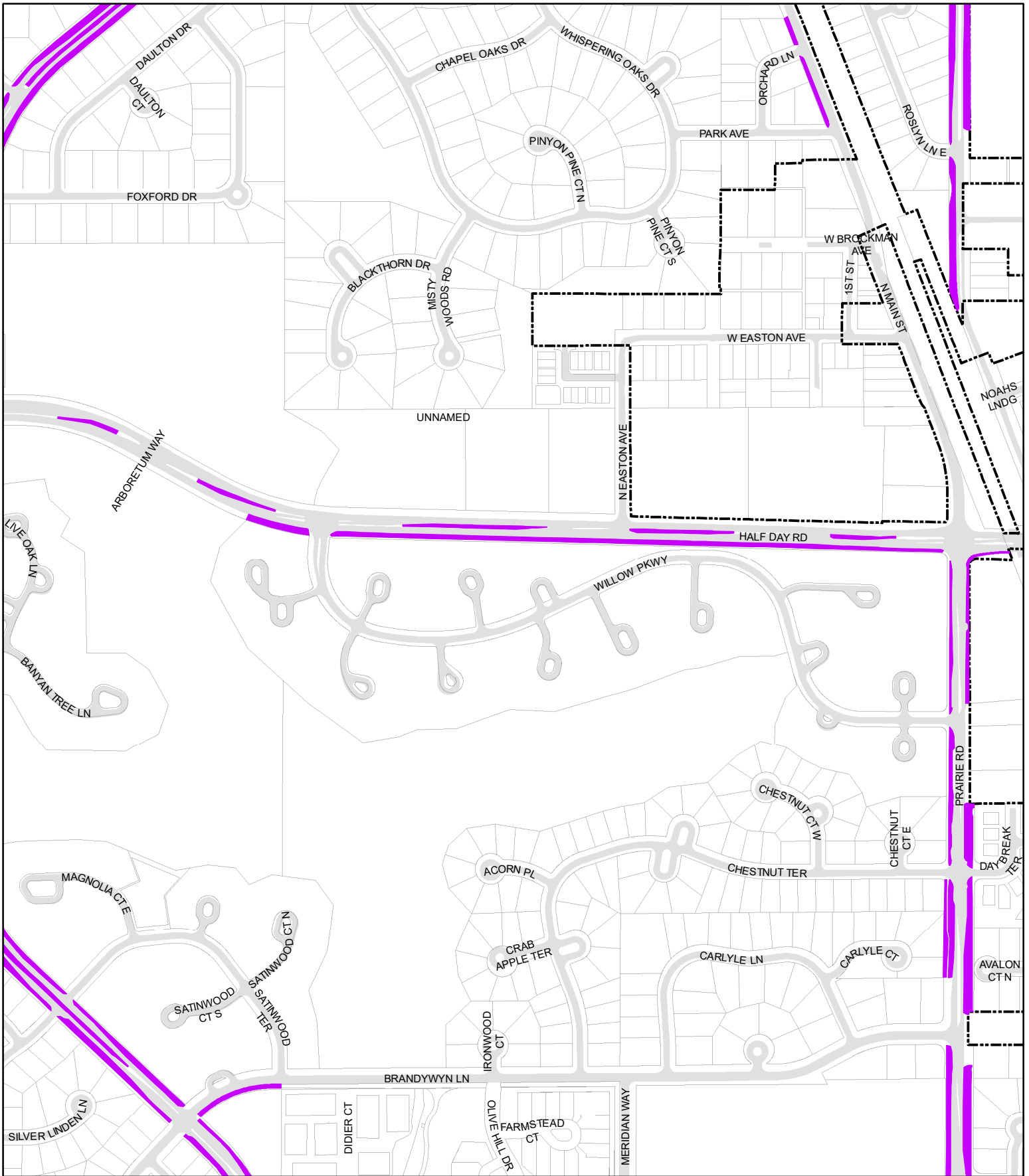
■ Medians



Date: 1/20/2022





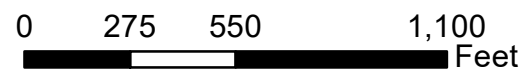


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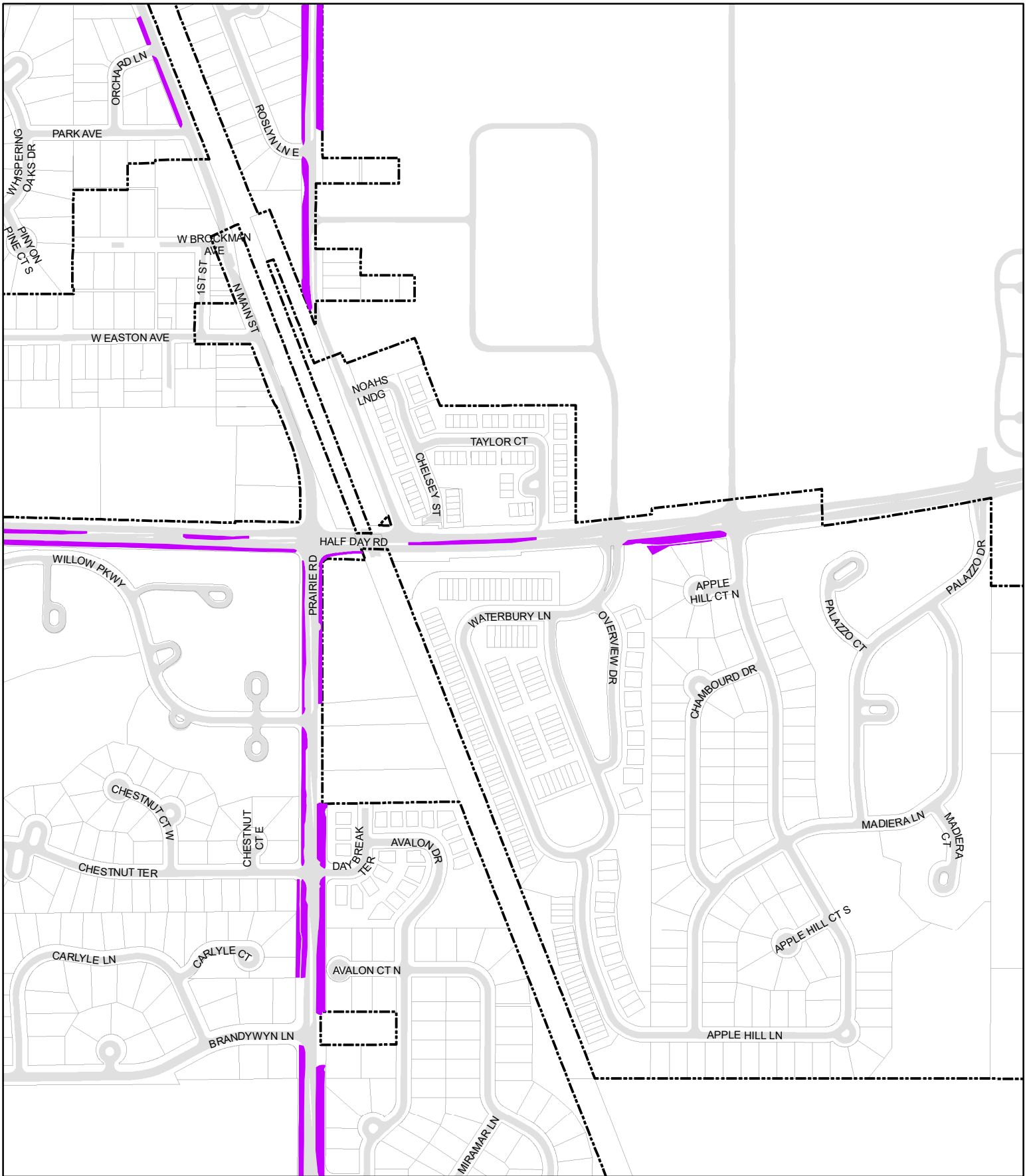
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■ Medians



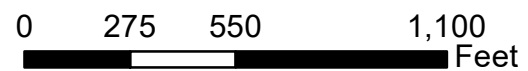
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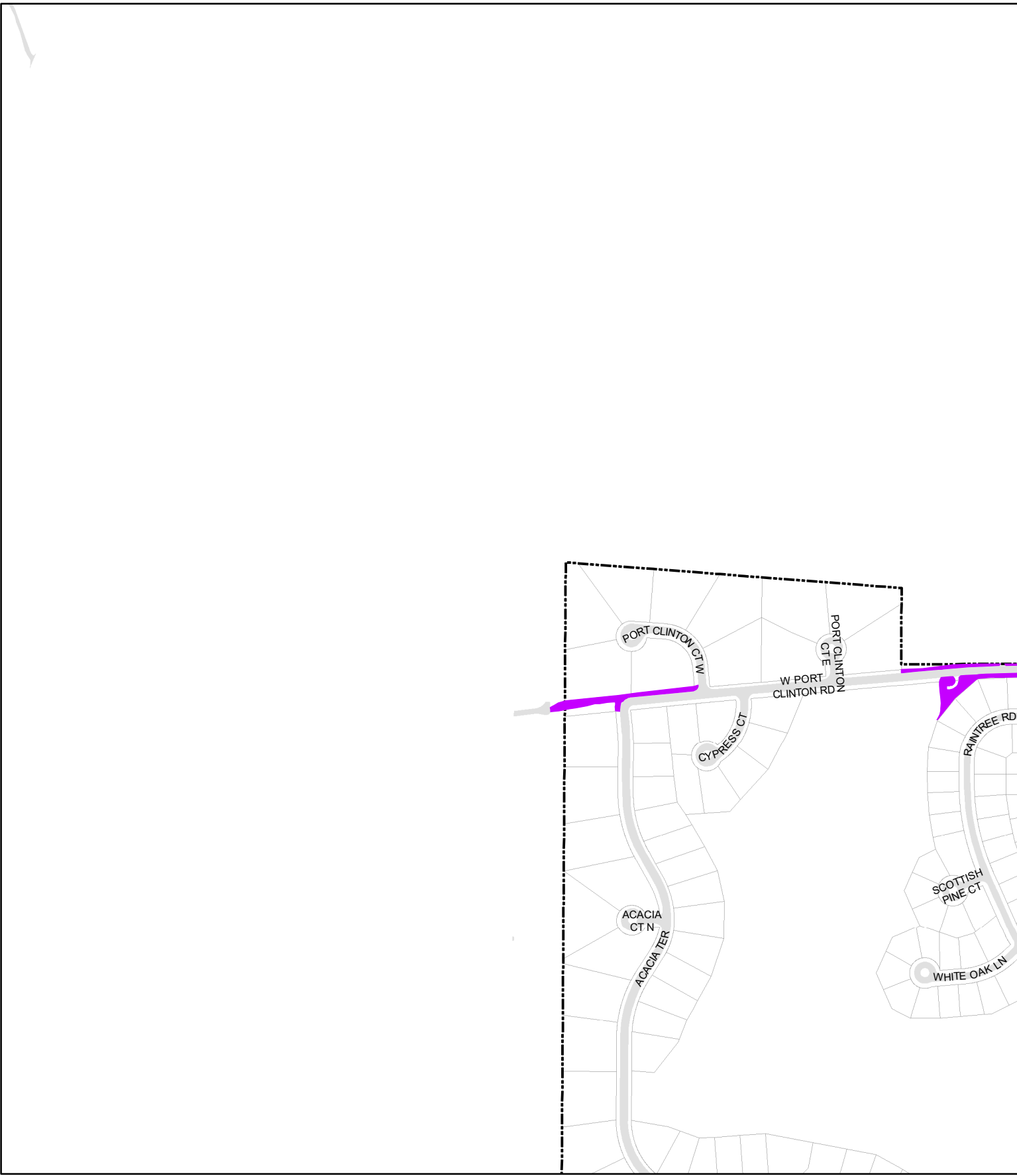
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Page: 37



Medians



Date: 1/20/2022

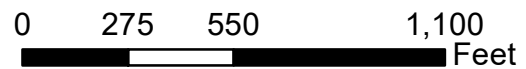


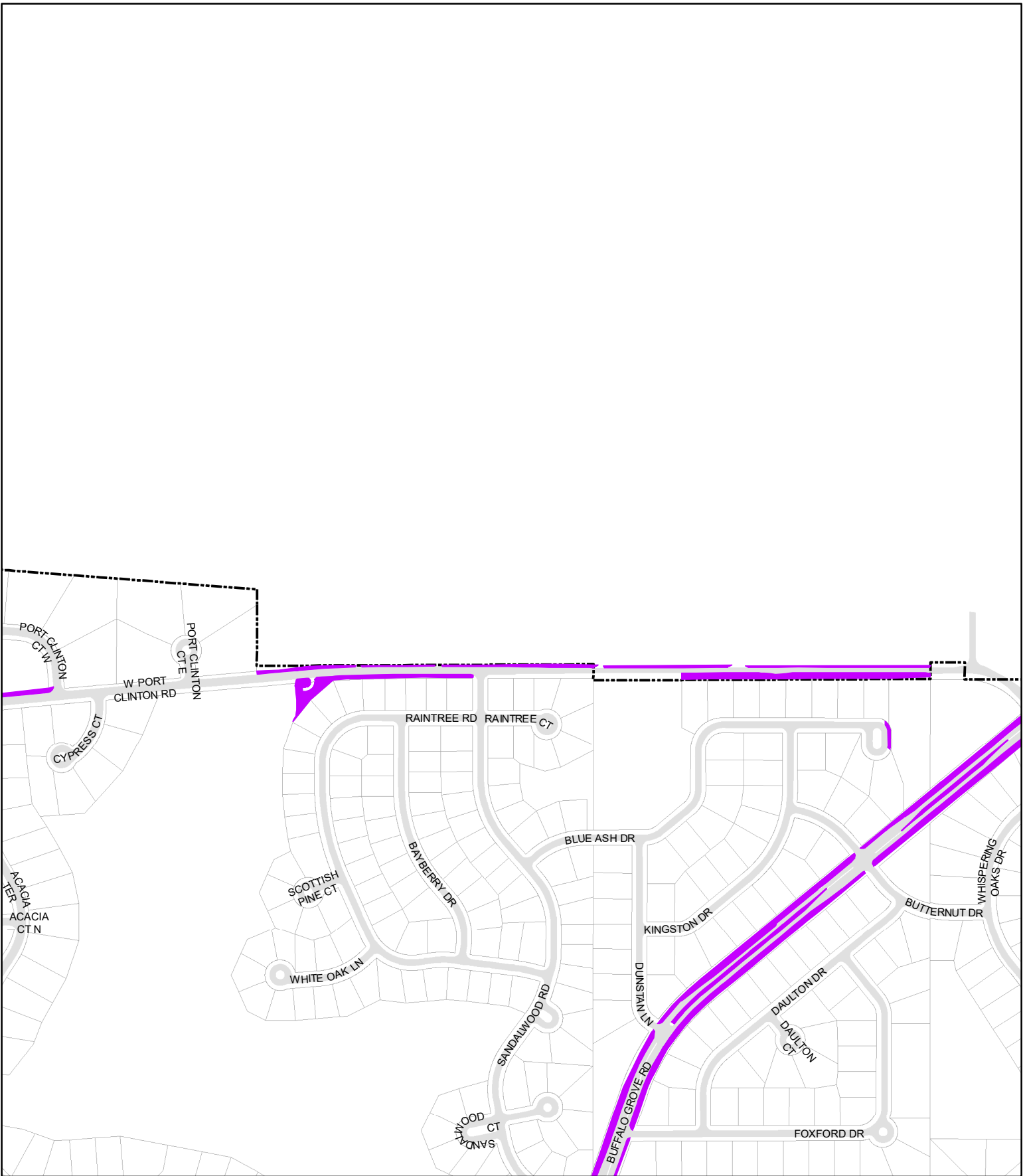
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Page: 38



 Medians

Date: 1/20/2022

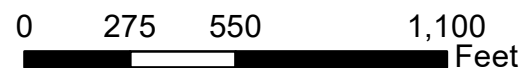




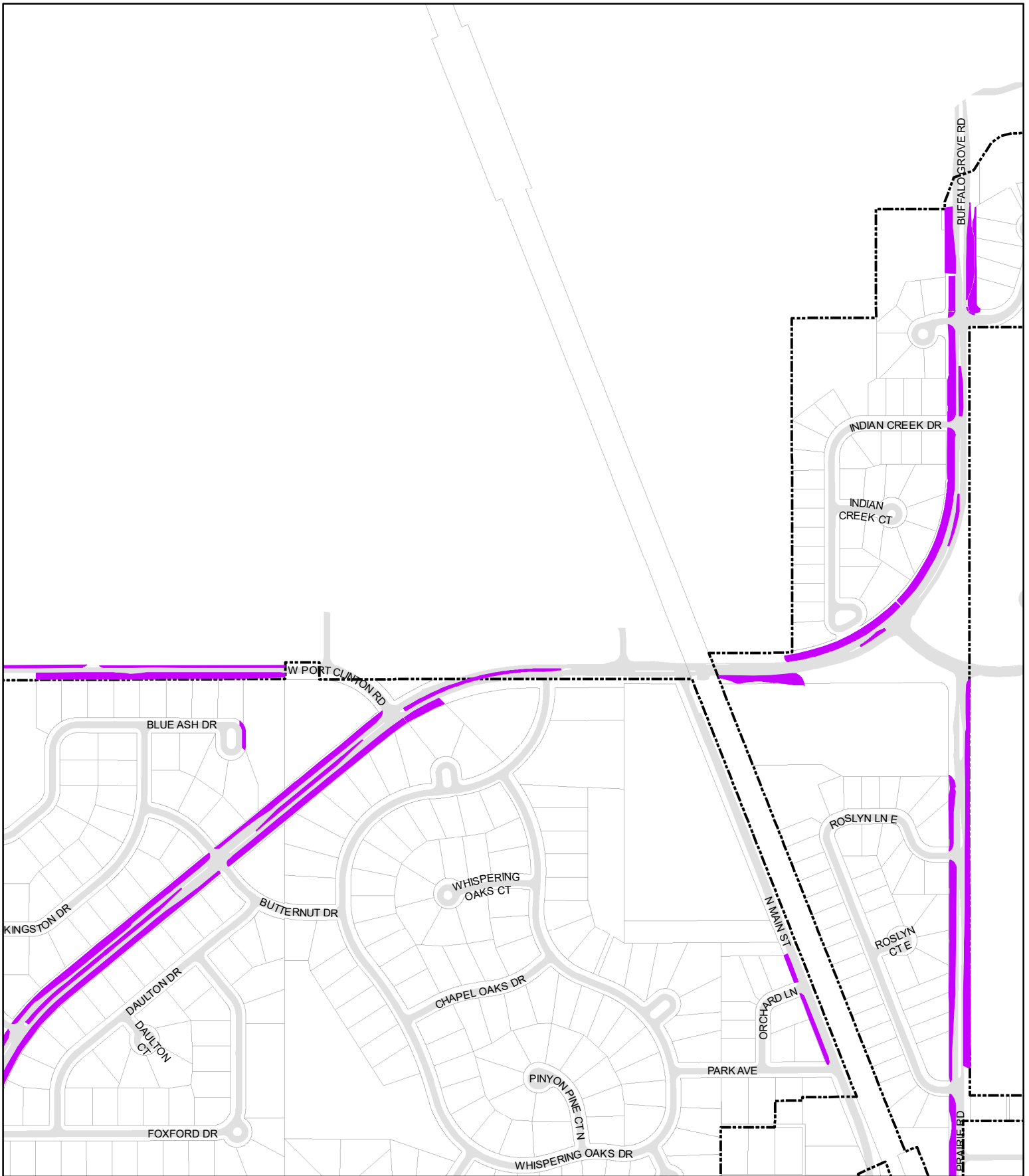
Mowing Sites  
Page: 39



■ Medians



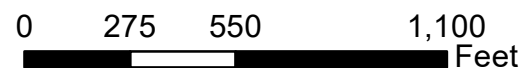
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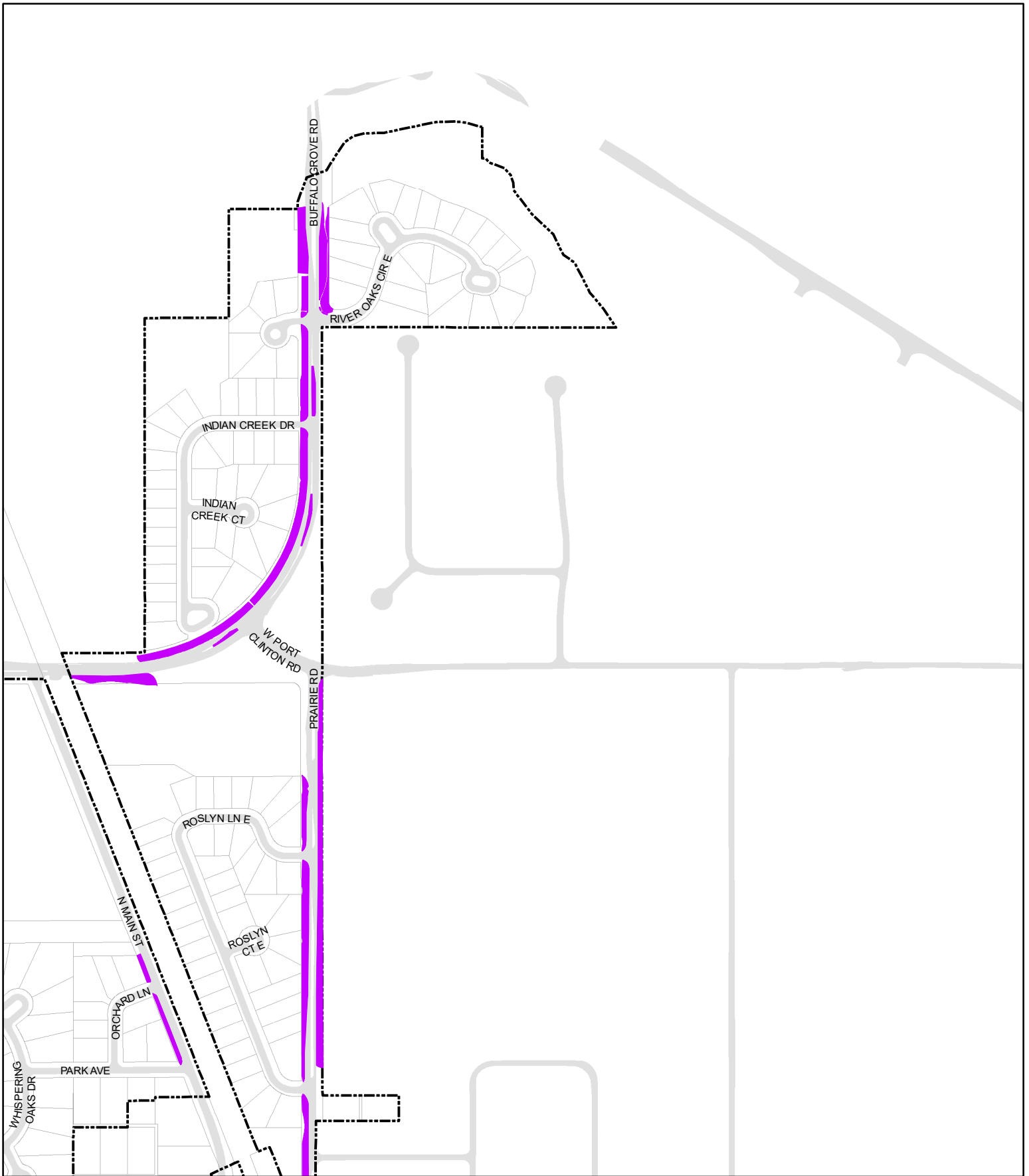
Mowing Sites  
Page: 40



Medians



Date: 1/20/2022

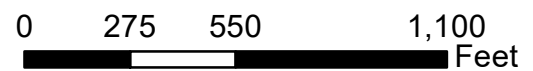


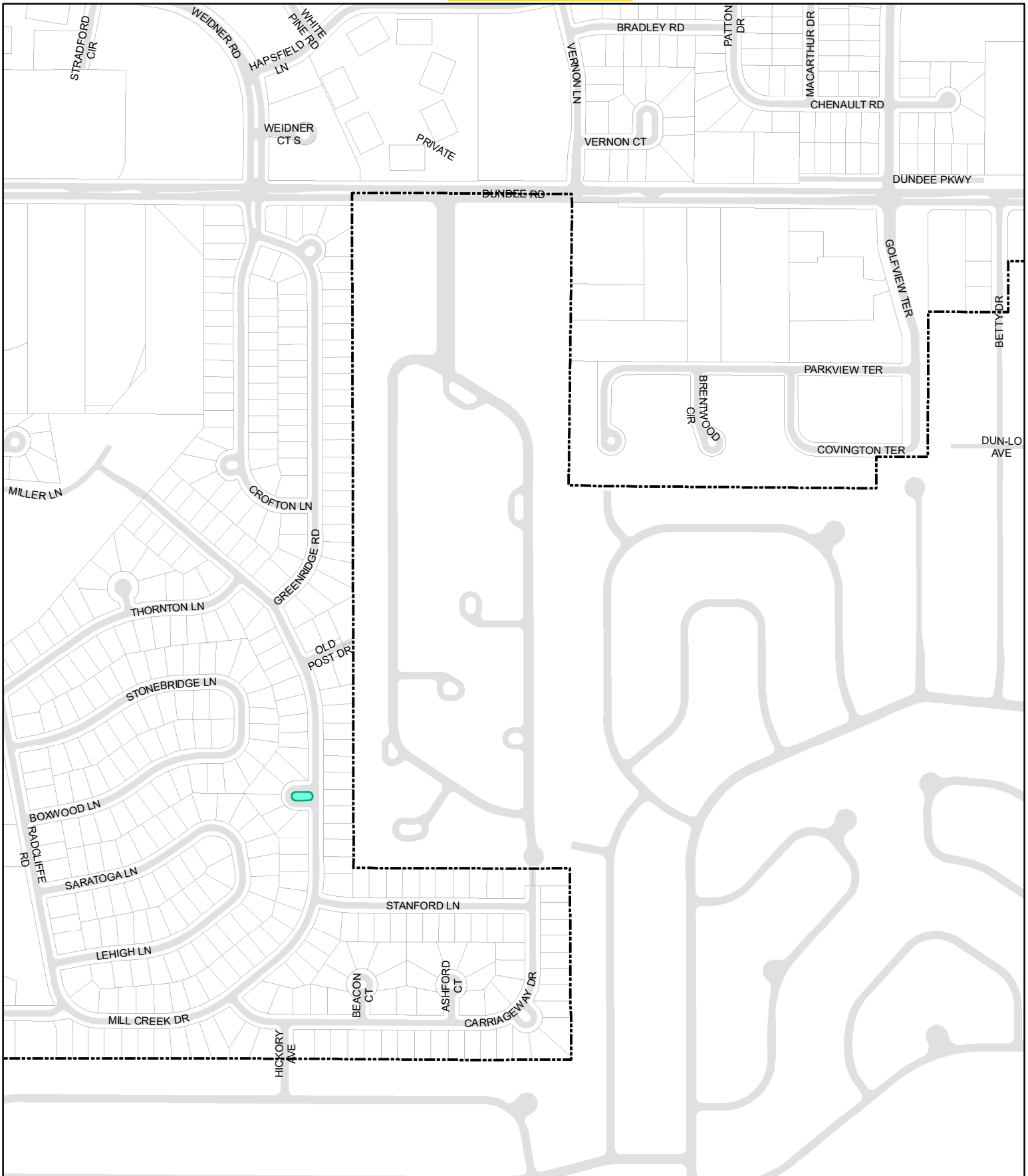
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Page: 41



■ Medians

Date: 1/20/2022



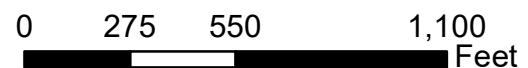


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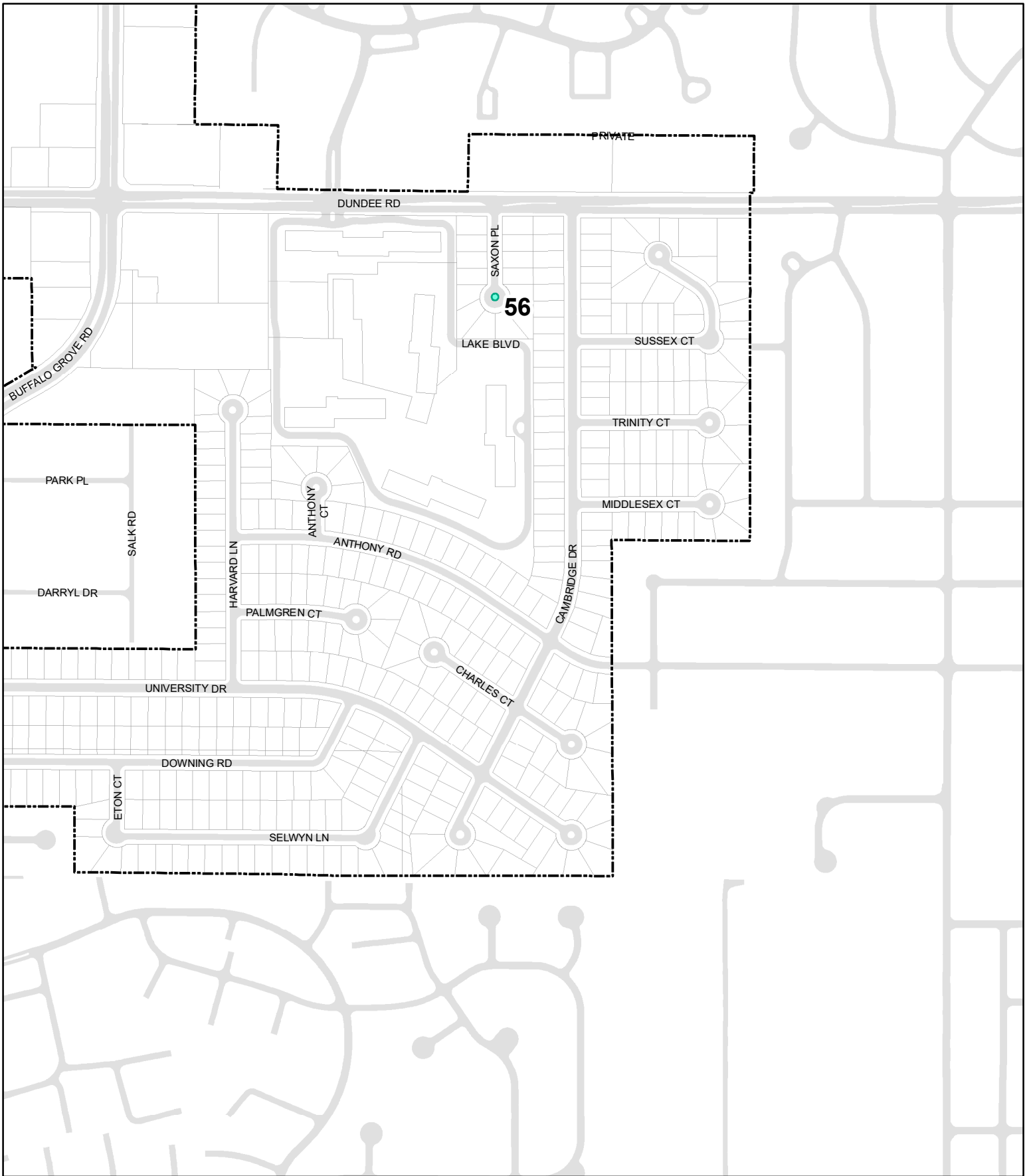
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 Cul-De-Sacs



Date: 1/10/2022



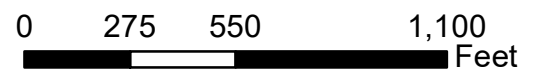
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## Page: 4



 Cul-De-Sacs

Date: 1/10/2022





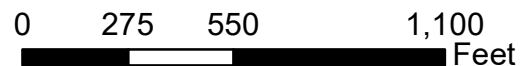


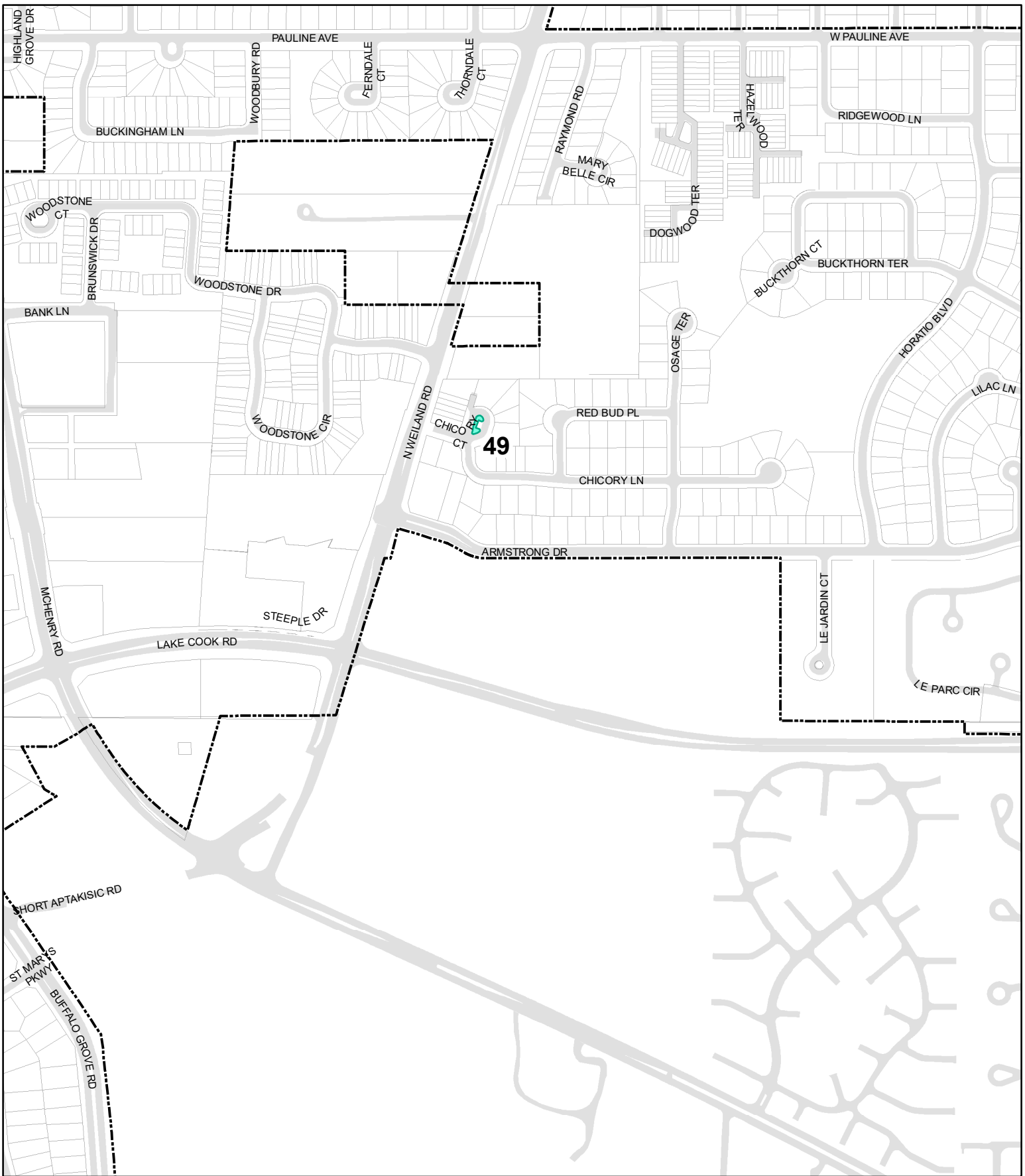
Mowing Sites  
Page: 5



 Cul-De-Sacs

Date: 1/10/2022



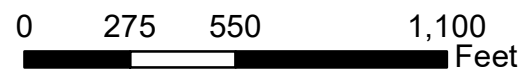


# Mowing Sites

## Page: 11



 Cul-De-Sacs



Date: 1/10/2022

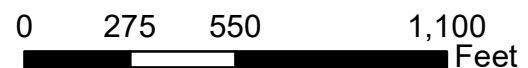


# Mowing Sites

## Page: 17



■ Cul-De-Sacs



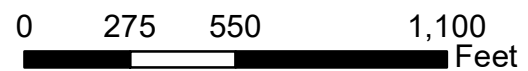
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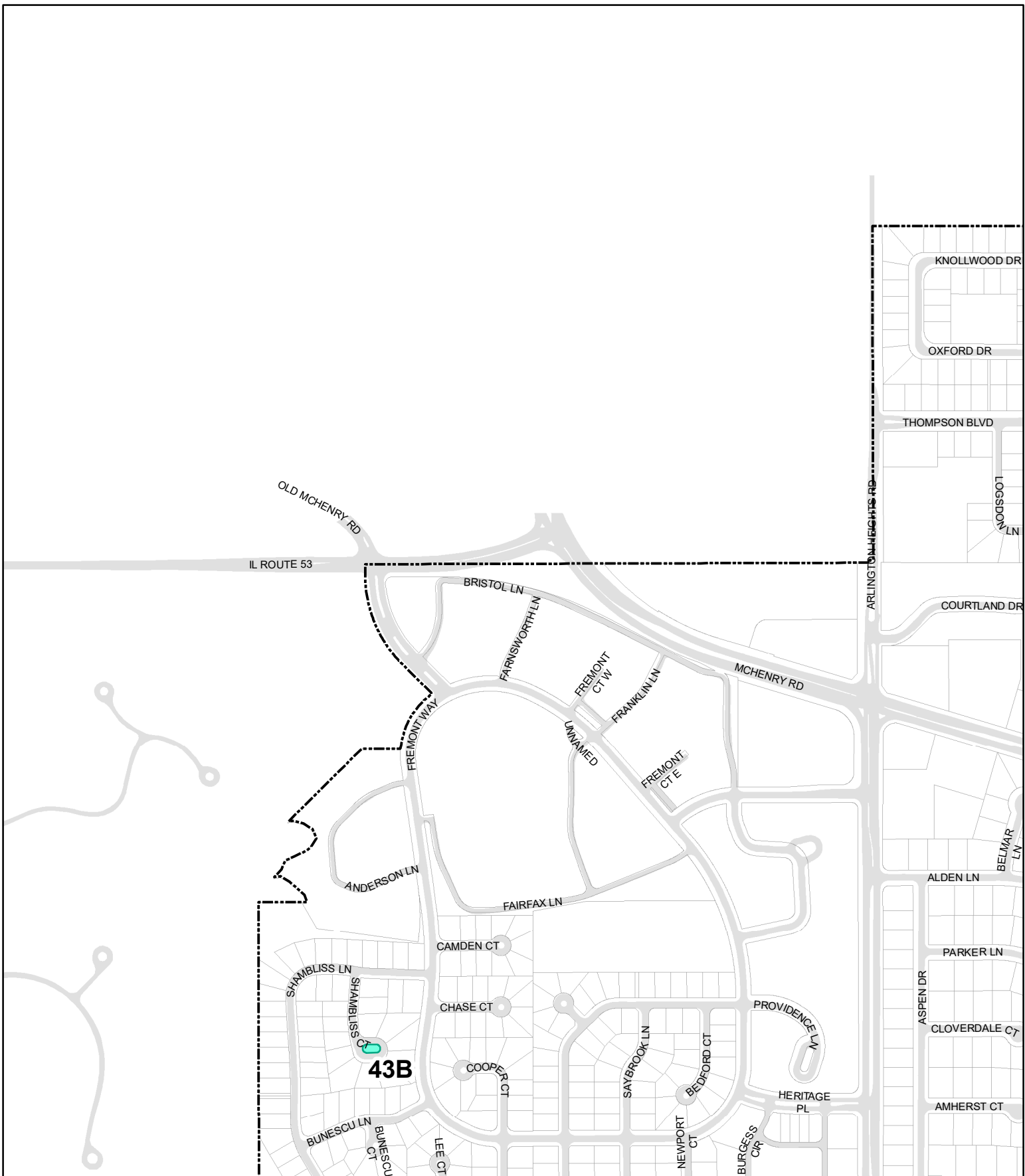
Mowing Sites  
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■ Cul-De-Sacs



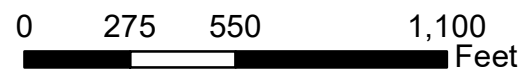
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Mowing Sites  
Page: 23



■ Cul-De-Sacs



Date: 1/10/2022

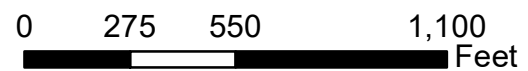


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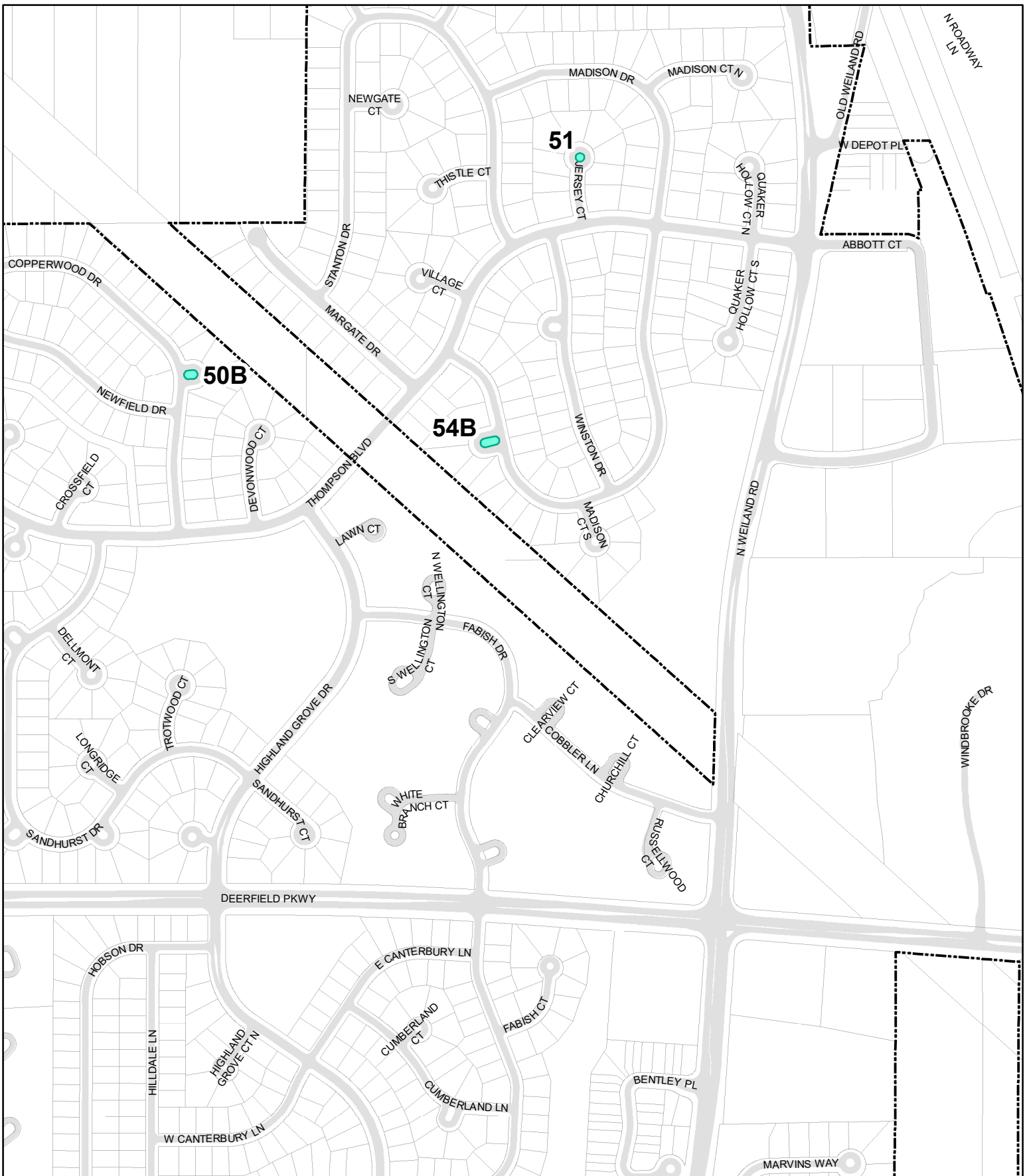
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 Cul-De-Sacs



Date: 1/10/2022

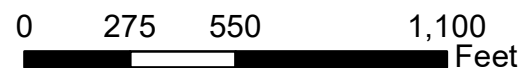


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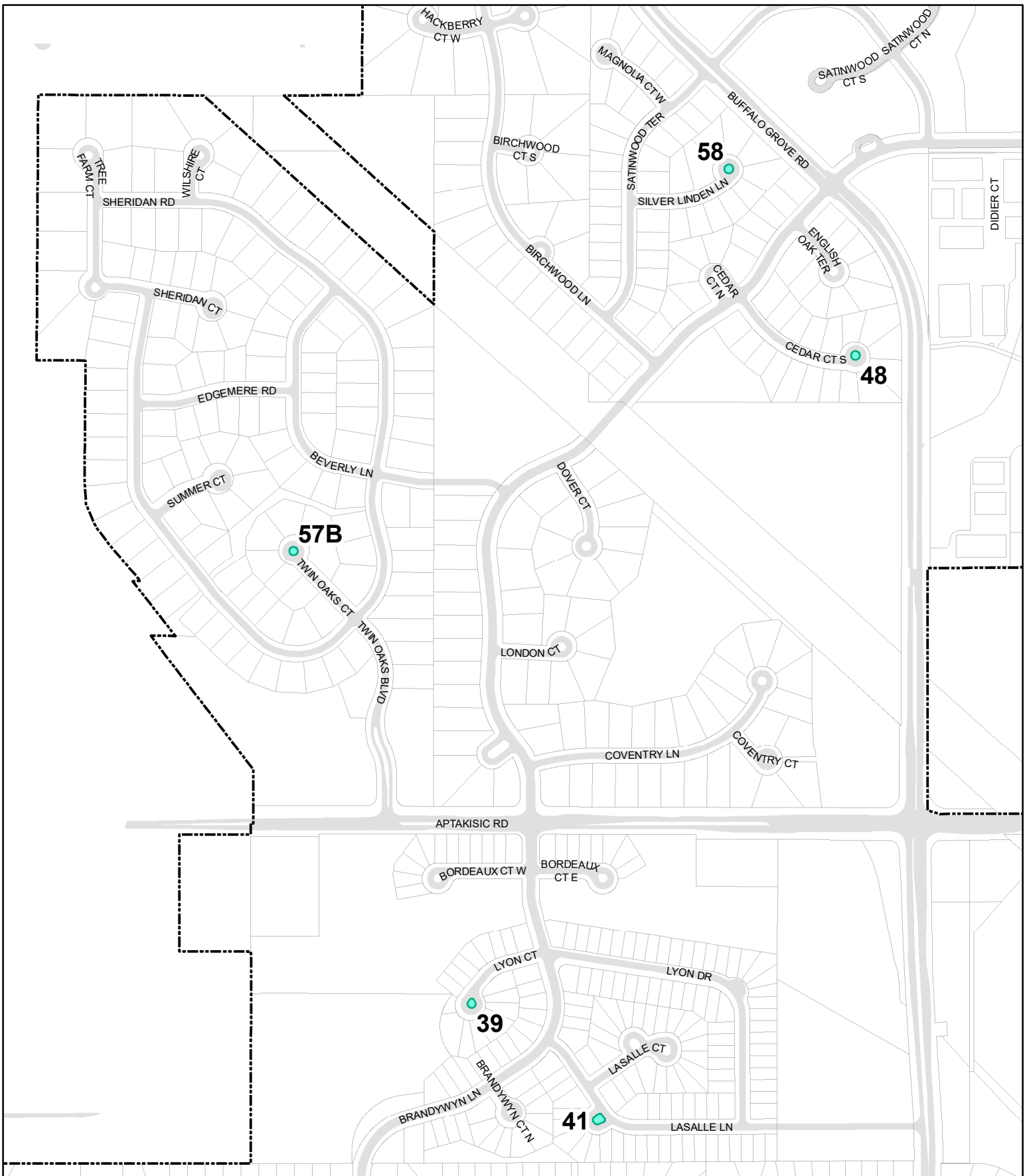
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■ Cul-De-Sacs



Date: 1/10/2022

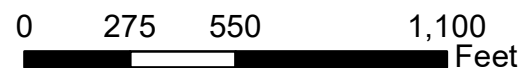


# Mowing Sites

## Page: 31

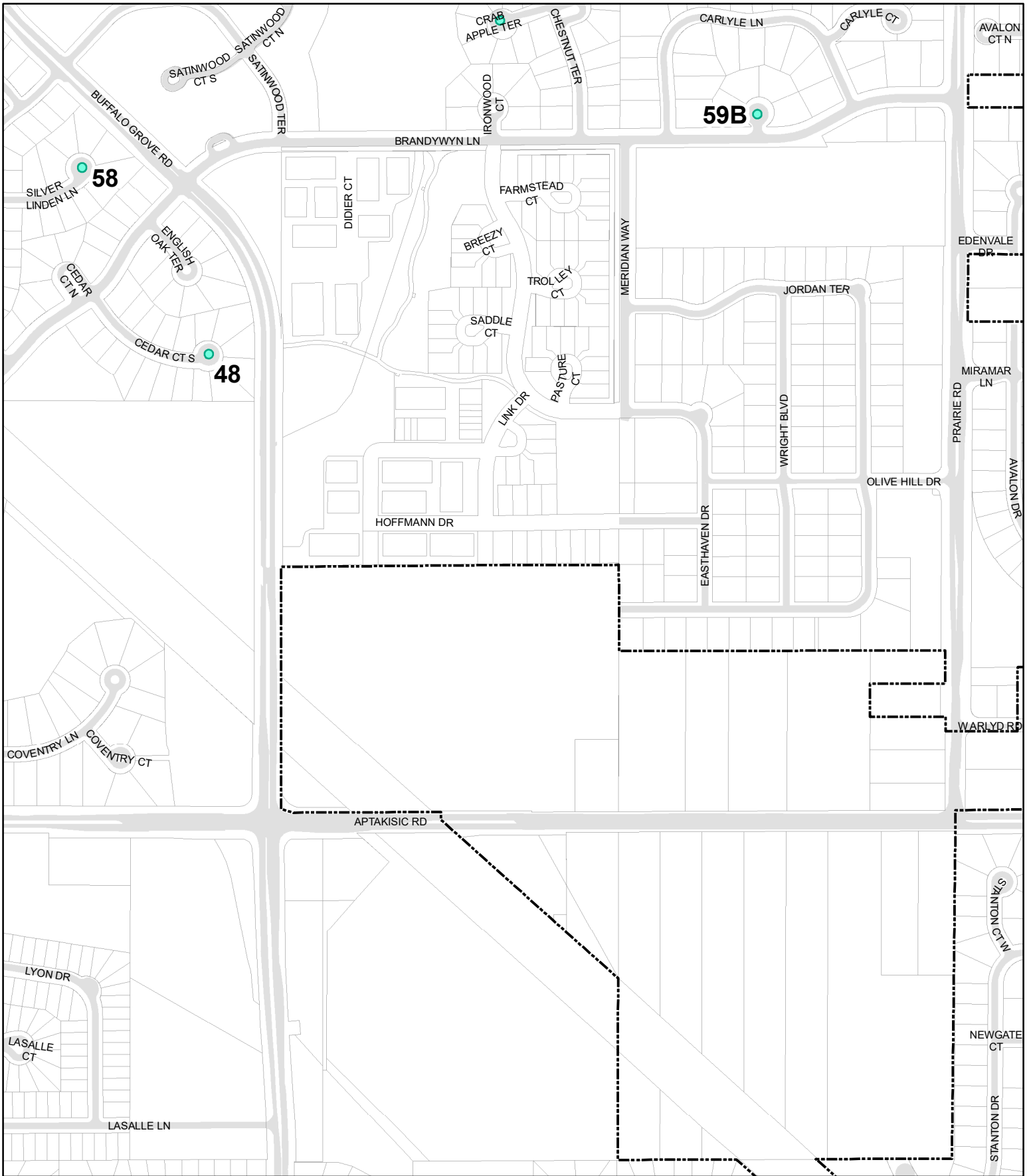


■ Cul-De-Sacs



Date: 1/10/2022



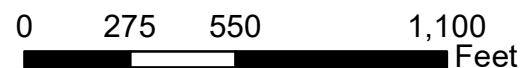


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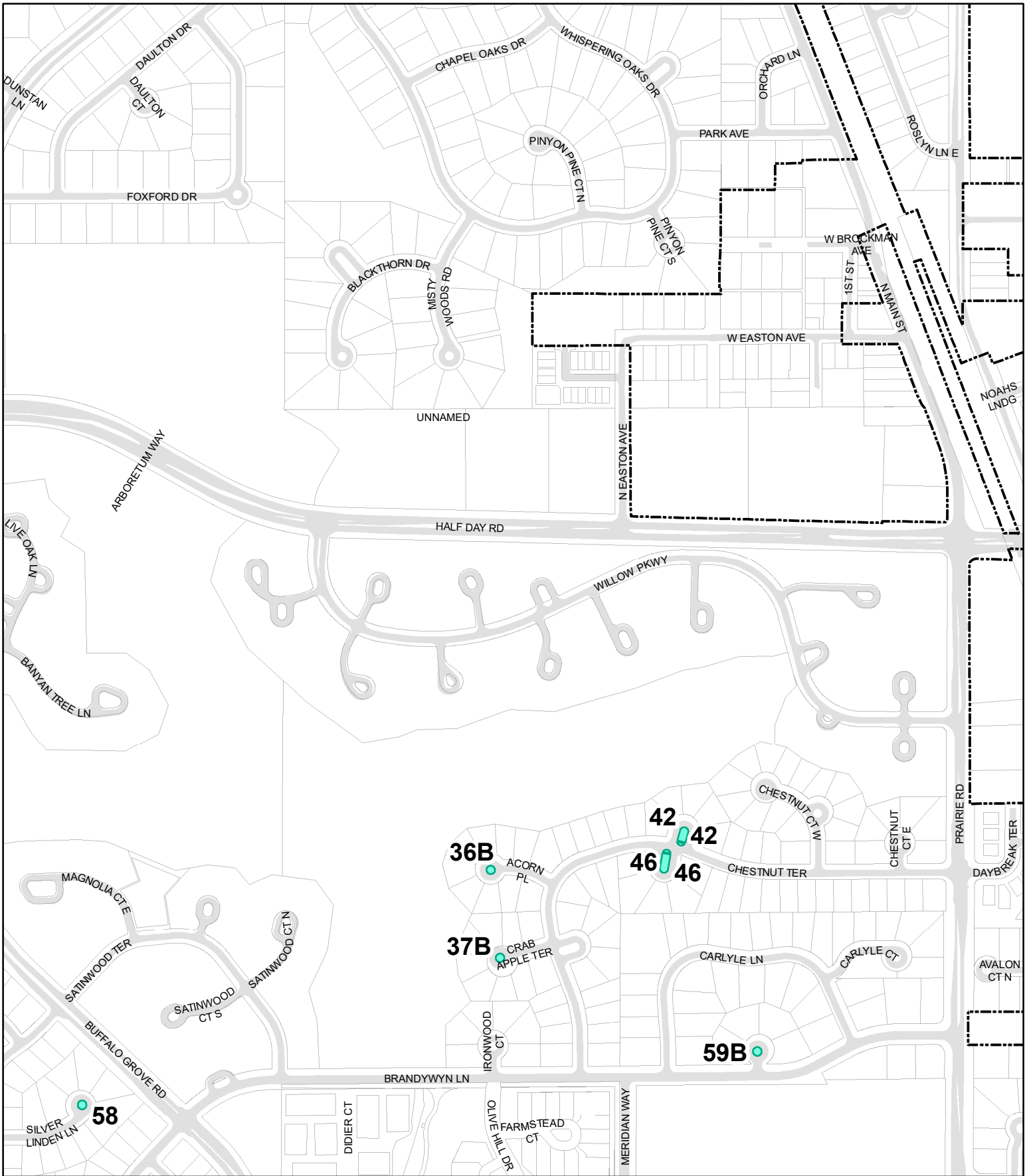
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■ Cul-De-Sacs



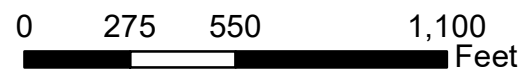
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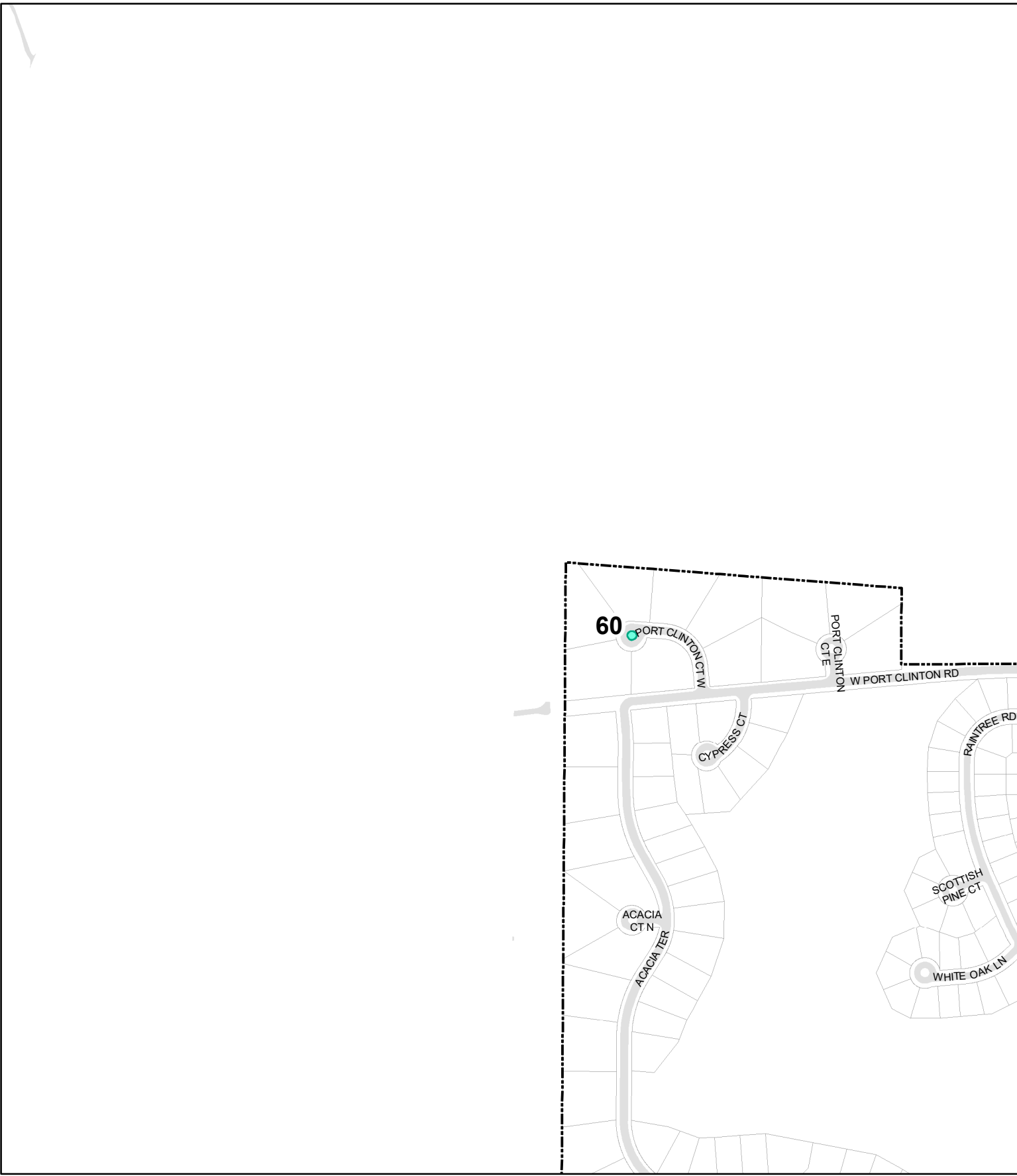
Mowing Sites  
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■ Cul-De-Sacs



Date: 1/10/2022

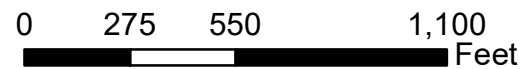


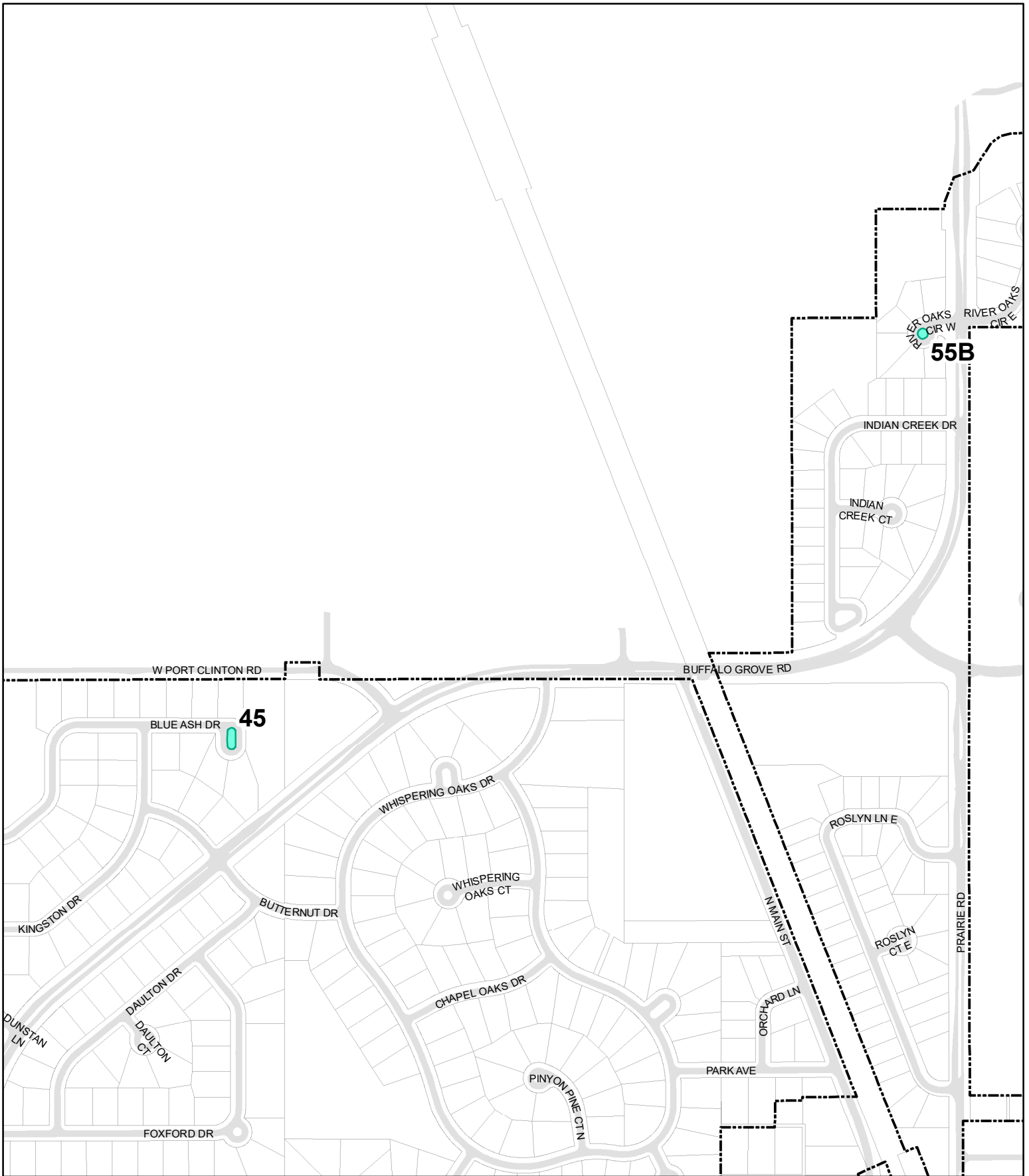
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 Cul-De-Sacs

Date: 1/10/2022

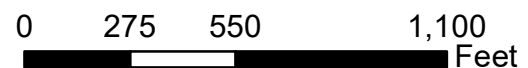




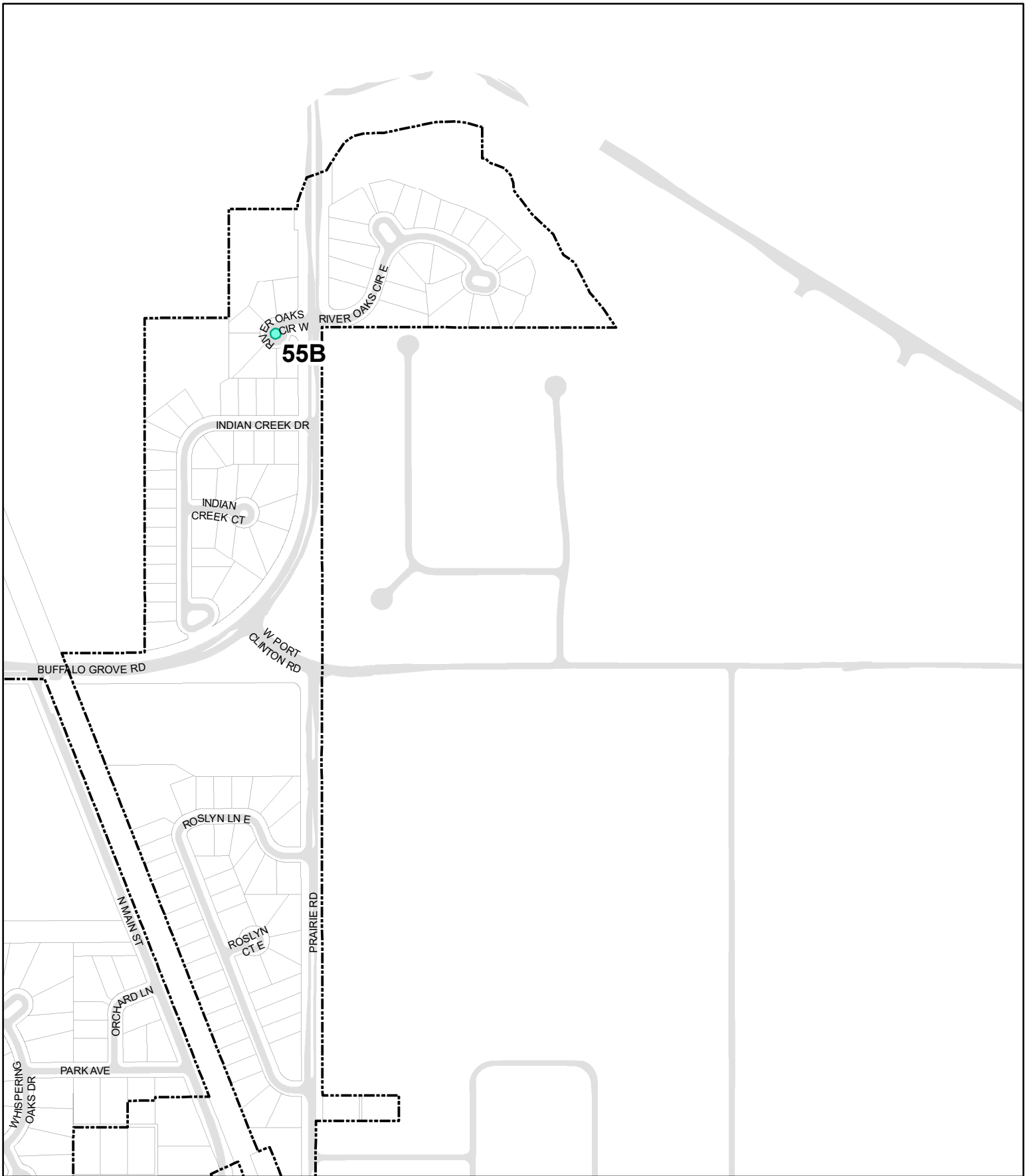
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 Cul-De-Sacs



Date: 1/10/2022

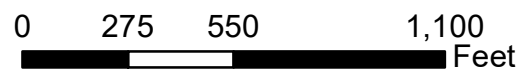


Mowing Sites  
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 Cul-De-Sacs

Date: 1/10/2022





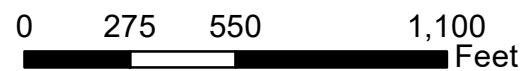


# Mowing Sites

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■ Landscaped Median



Date: 1/20/2022

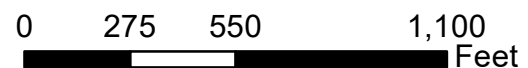


# Mowing Sites

## Page: 19

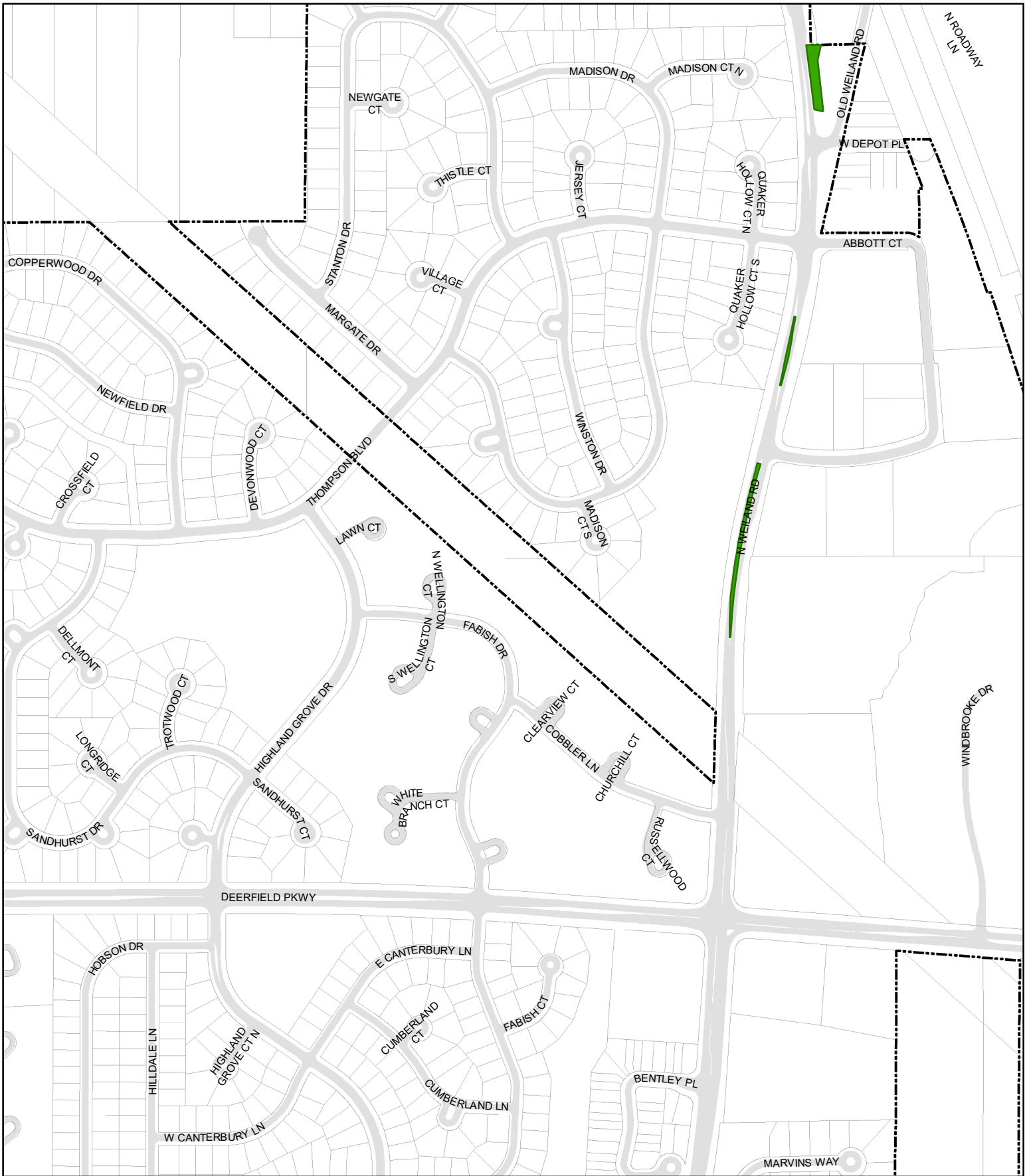


■ Landscaped Median



Date: 1/20/2022



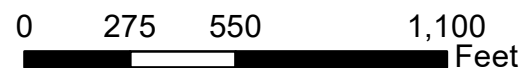


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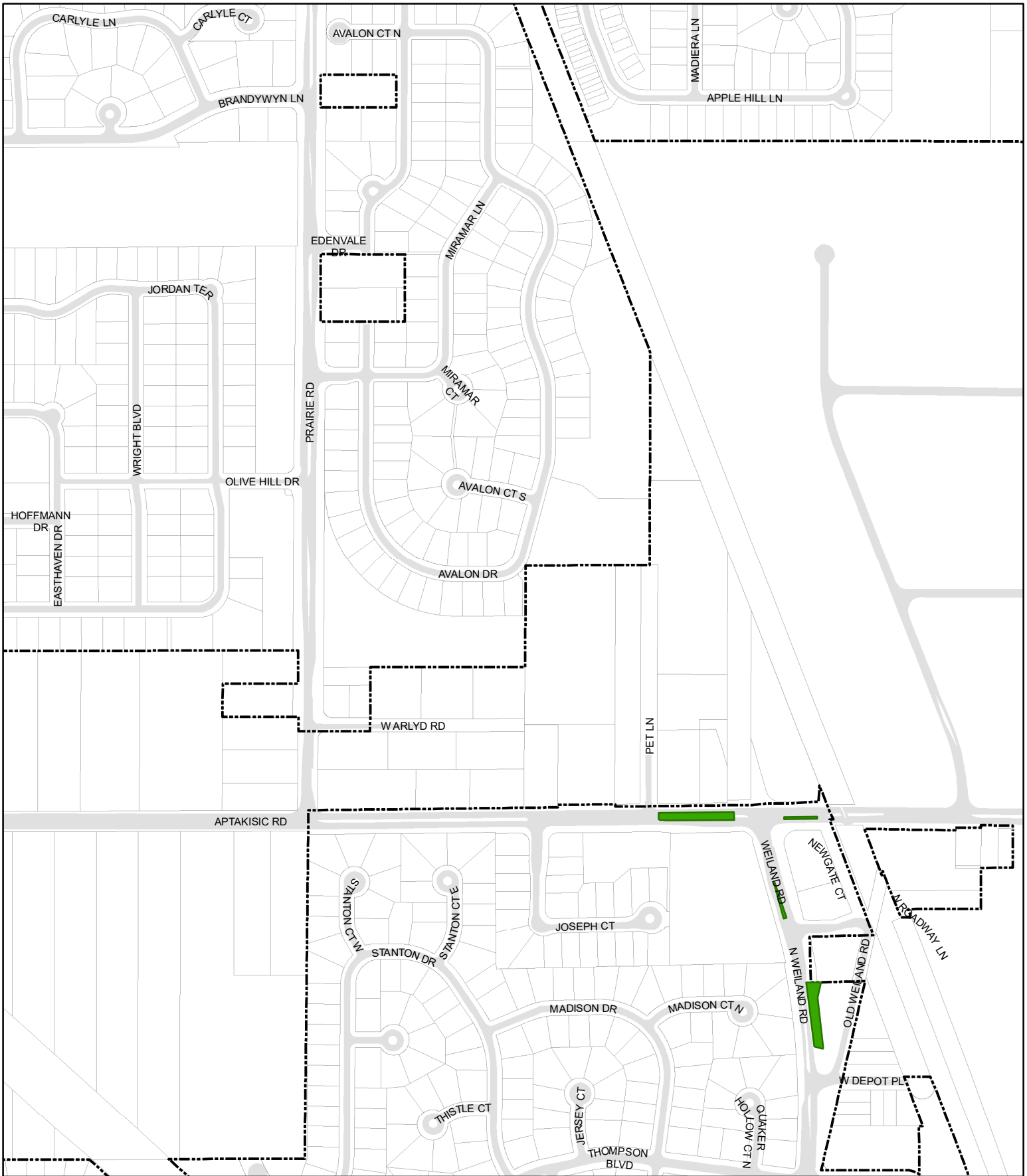
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■ Landscaped Median



Date: 1/20/2022

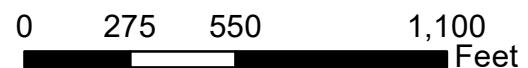


# Mowing Sites

## Page: 33



■ Landscaped Median



Date: 1/20/2022

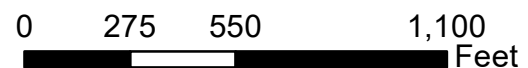


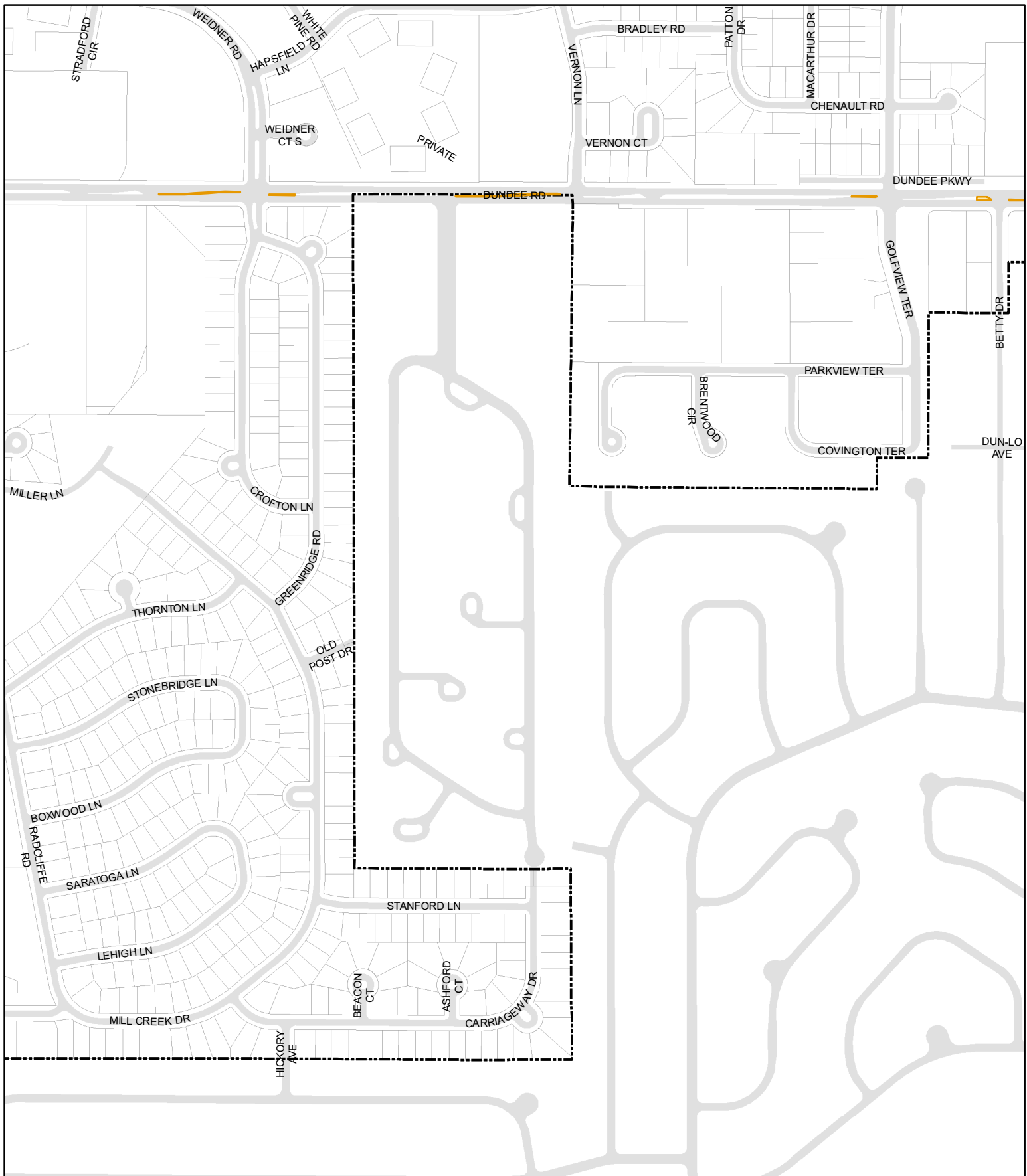
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 Cement Islands




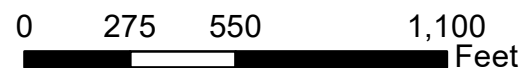


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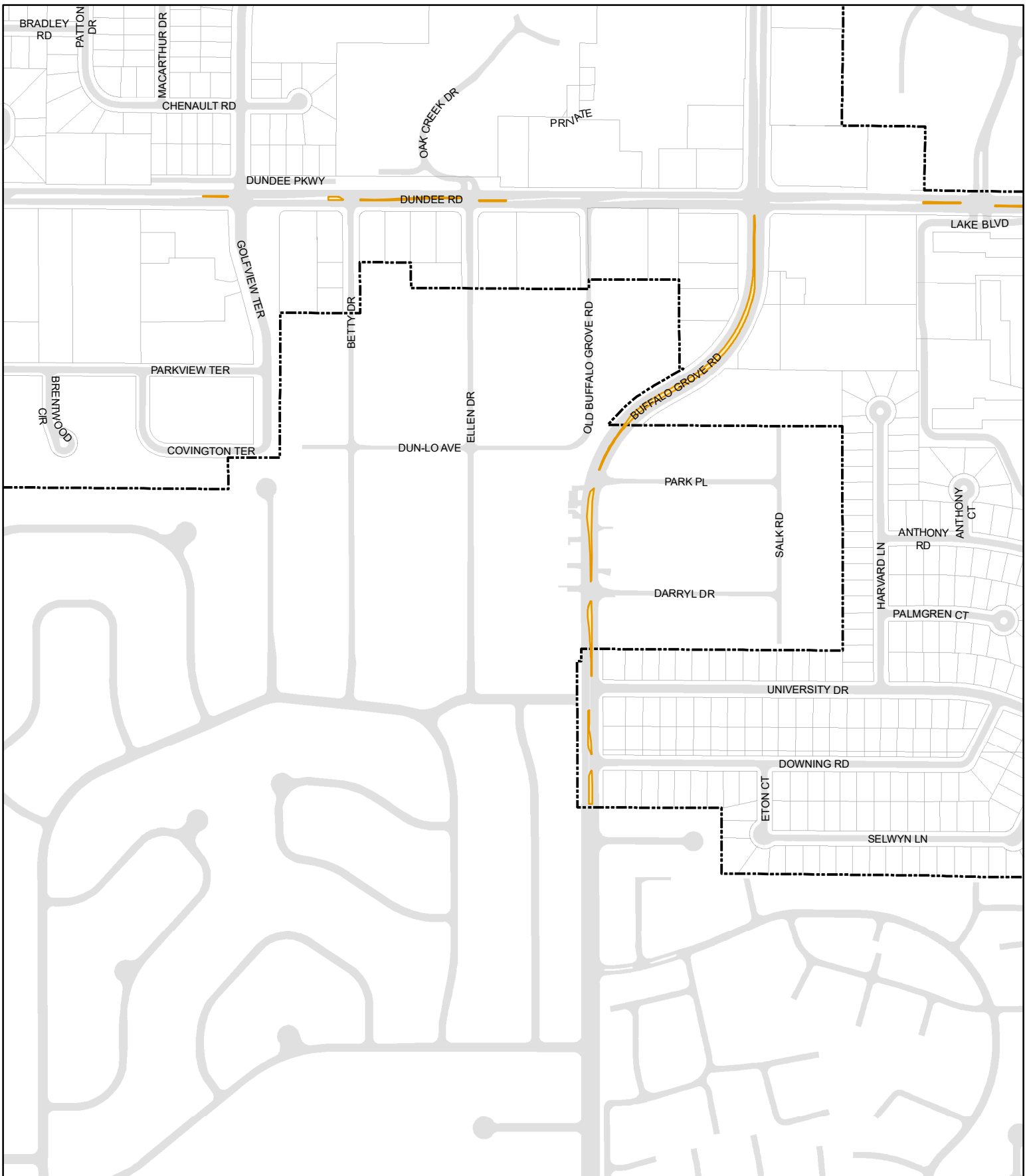
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 Cement Islands




Date: 1/20/2022

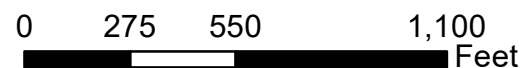


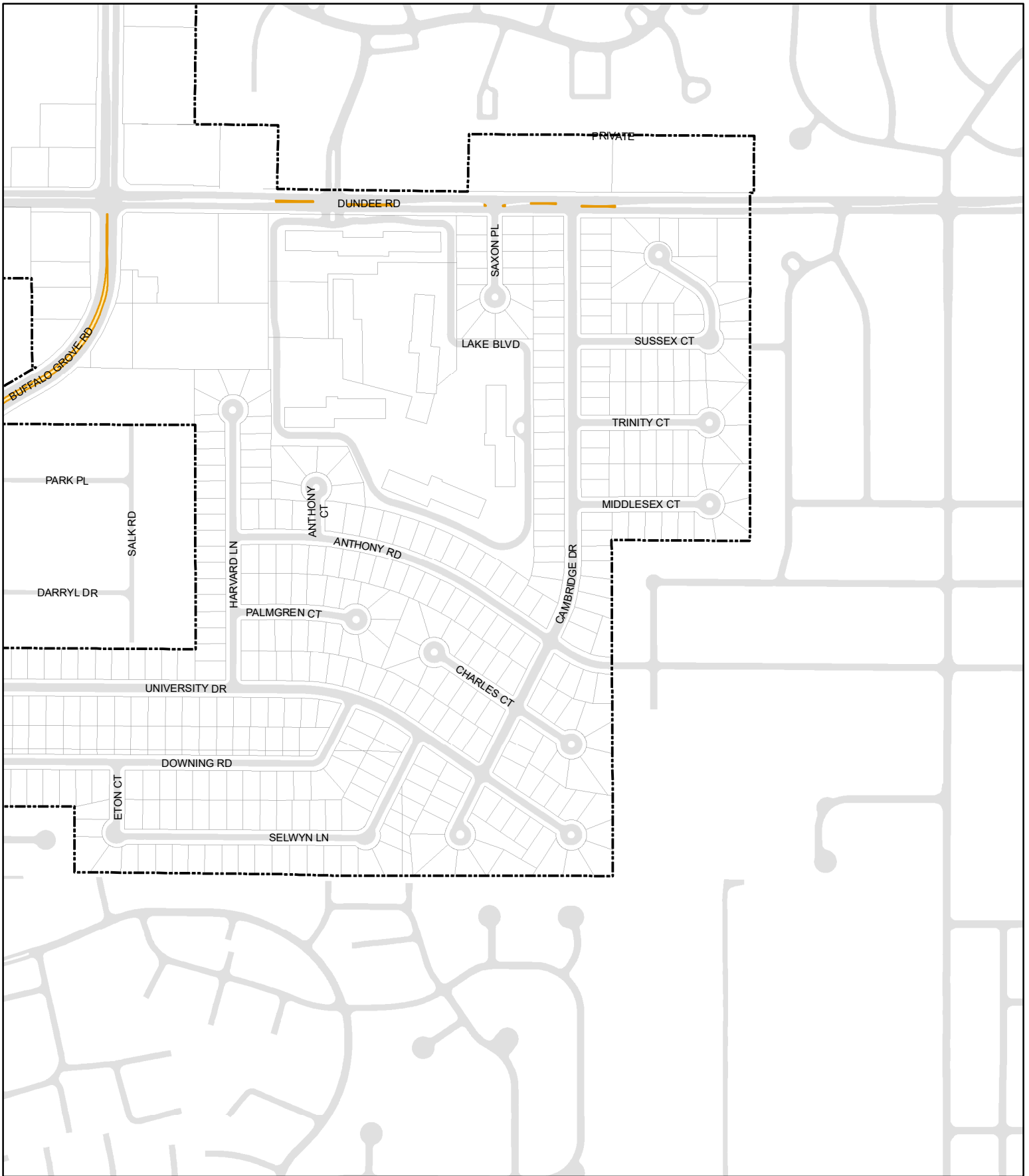
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Page: 3



 Cement Islands


Date: 1/20/2022

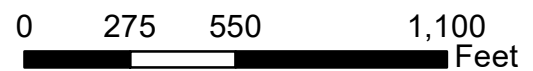




Mowing Sites  
Page: 4



 Cement Islands



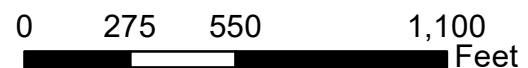
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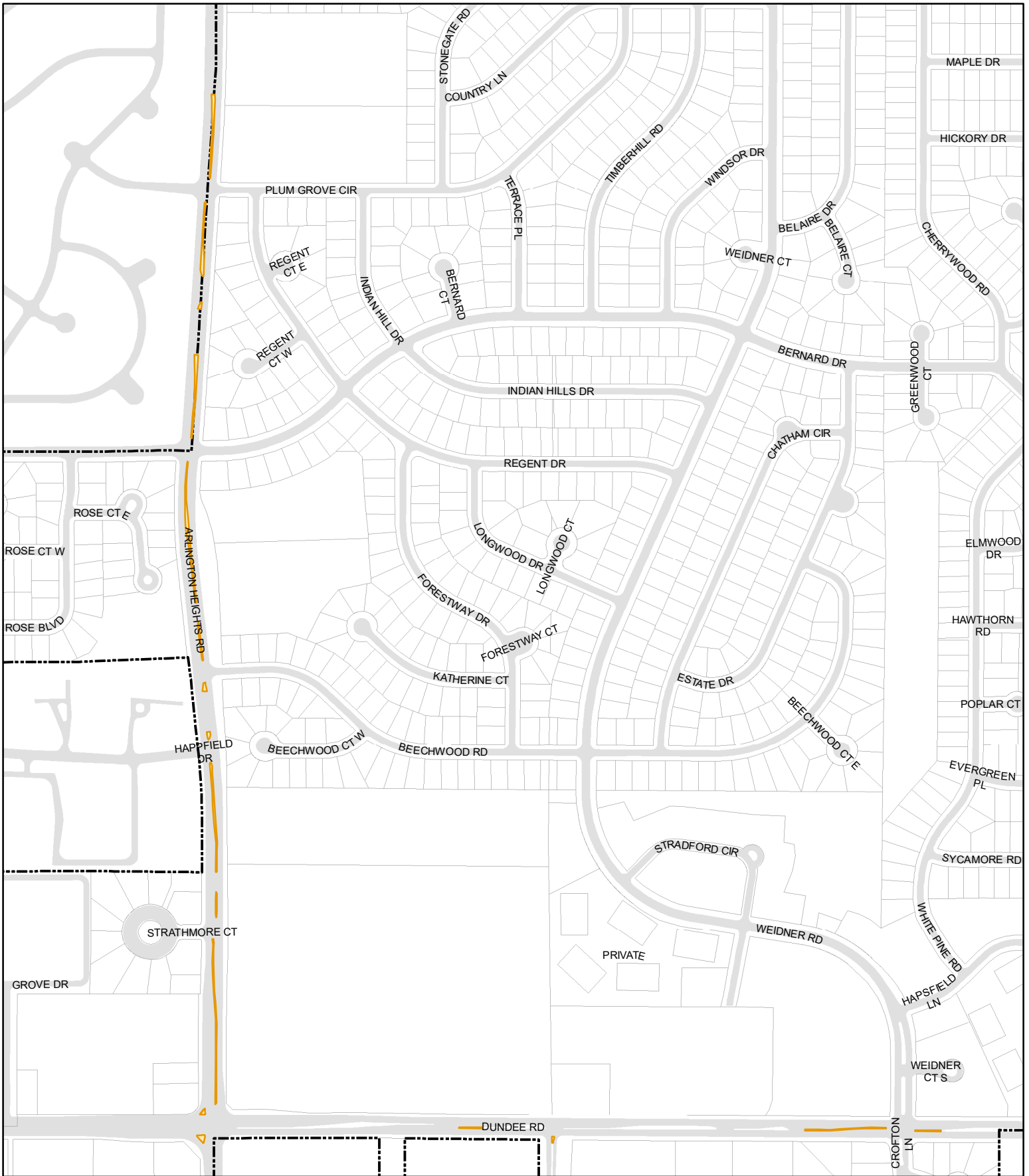
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Page: 5



 Cement Islands




Date: 1/20/2022

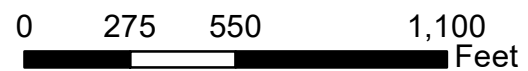


# Mowing Sites

## Page: 6



 Cement Islands



Date: 1/20/2022




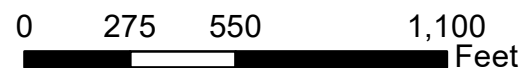


# Mowing Sites

## Page: 8



 Cement Islands




Date: 1/20/2022



# Mowing Sites


## Page: 9



 Cement Islands

Date: 1/20/2022

0 275 550 1,100 Feet




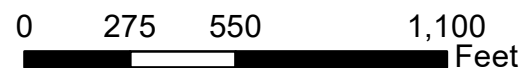


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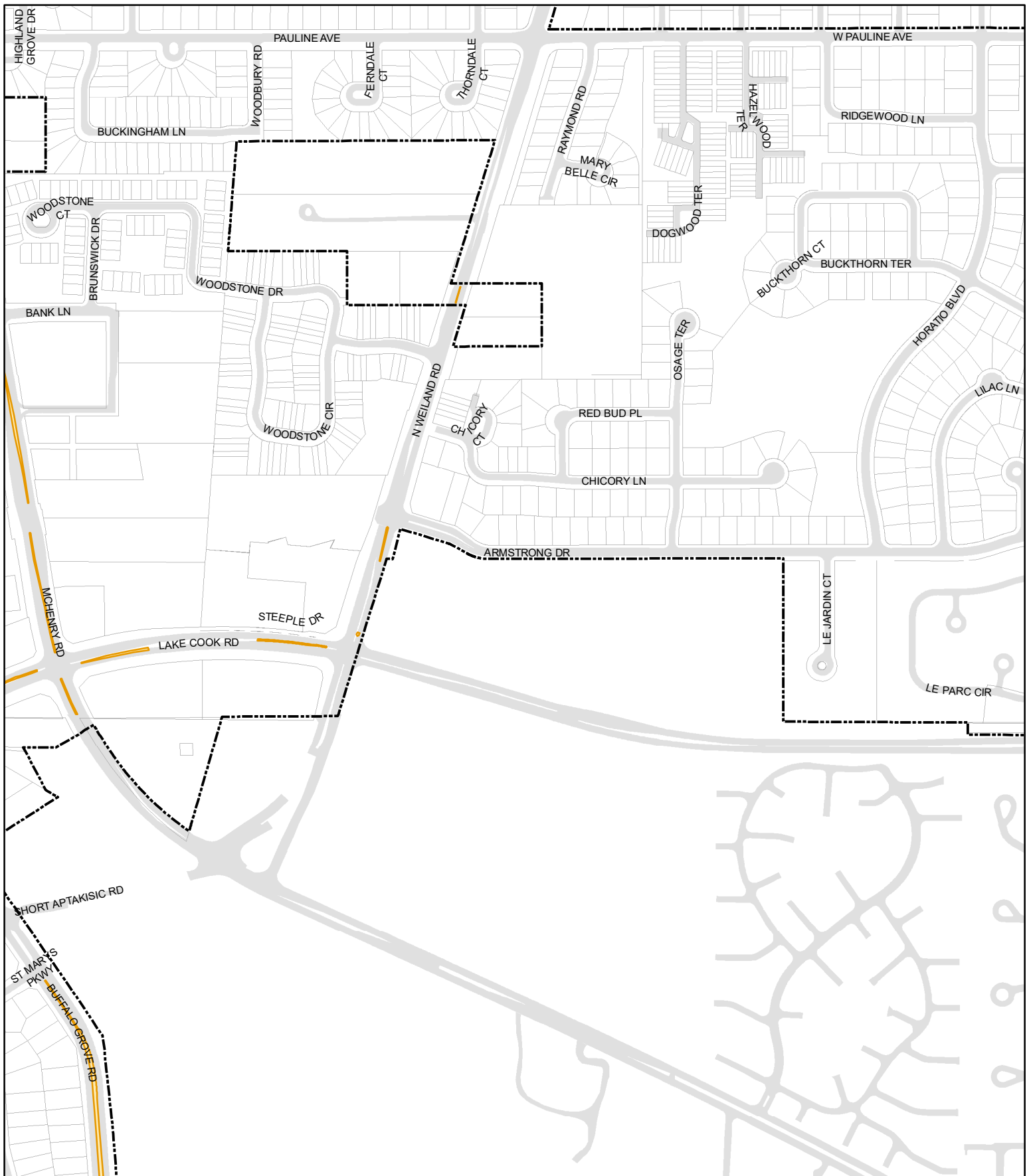
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 Cement Islands




Date: 1/20/2022

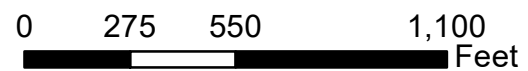


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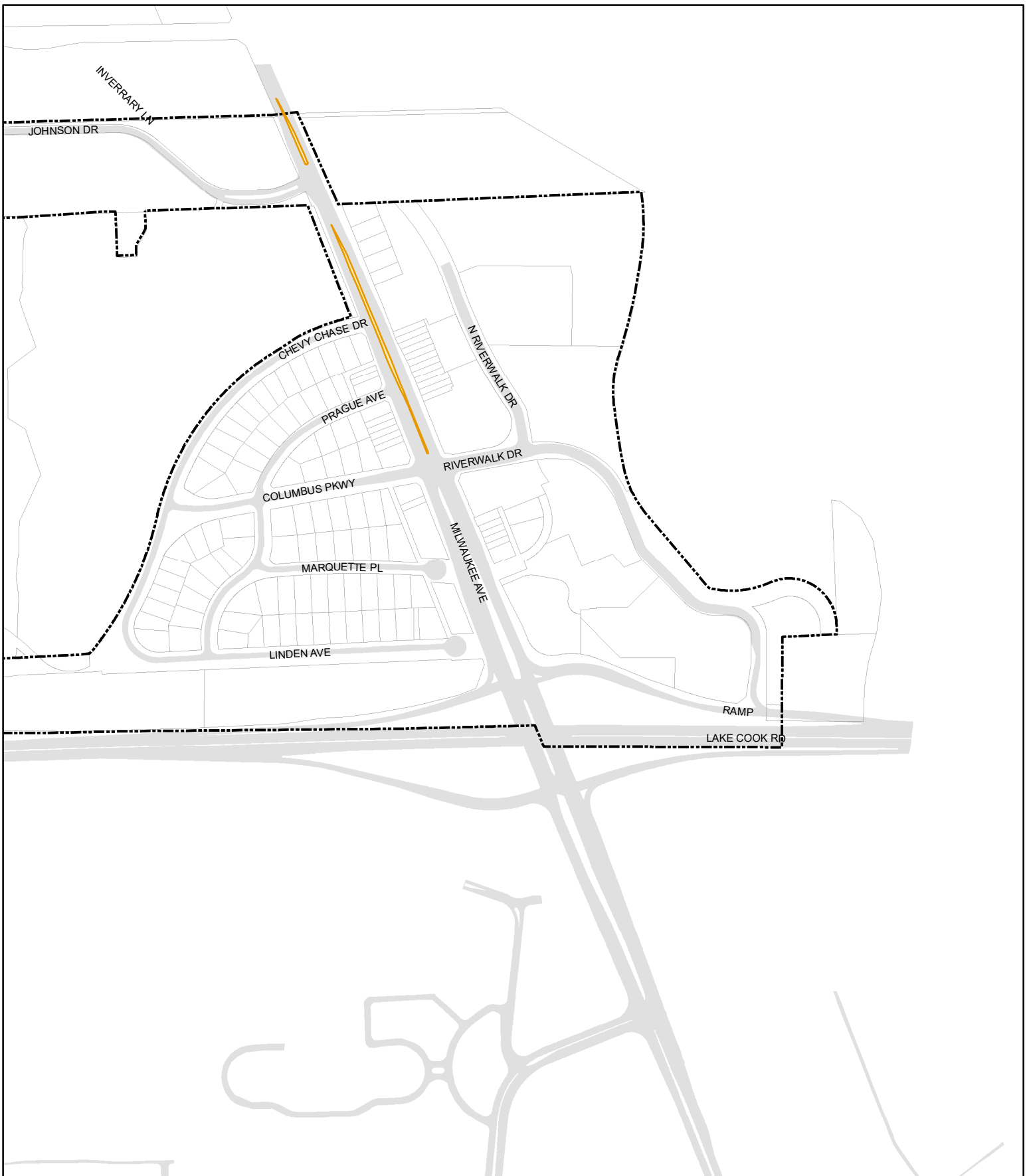
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 Cement Islands




Date: 1/20/2022



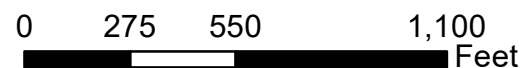
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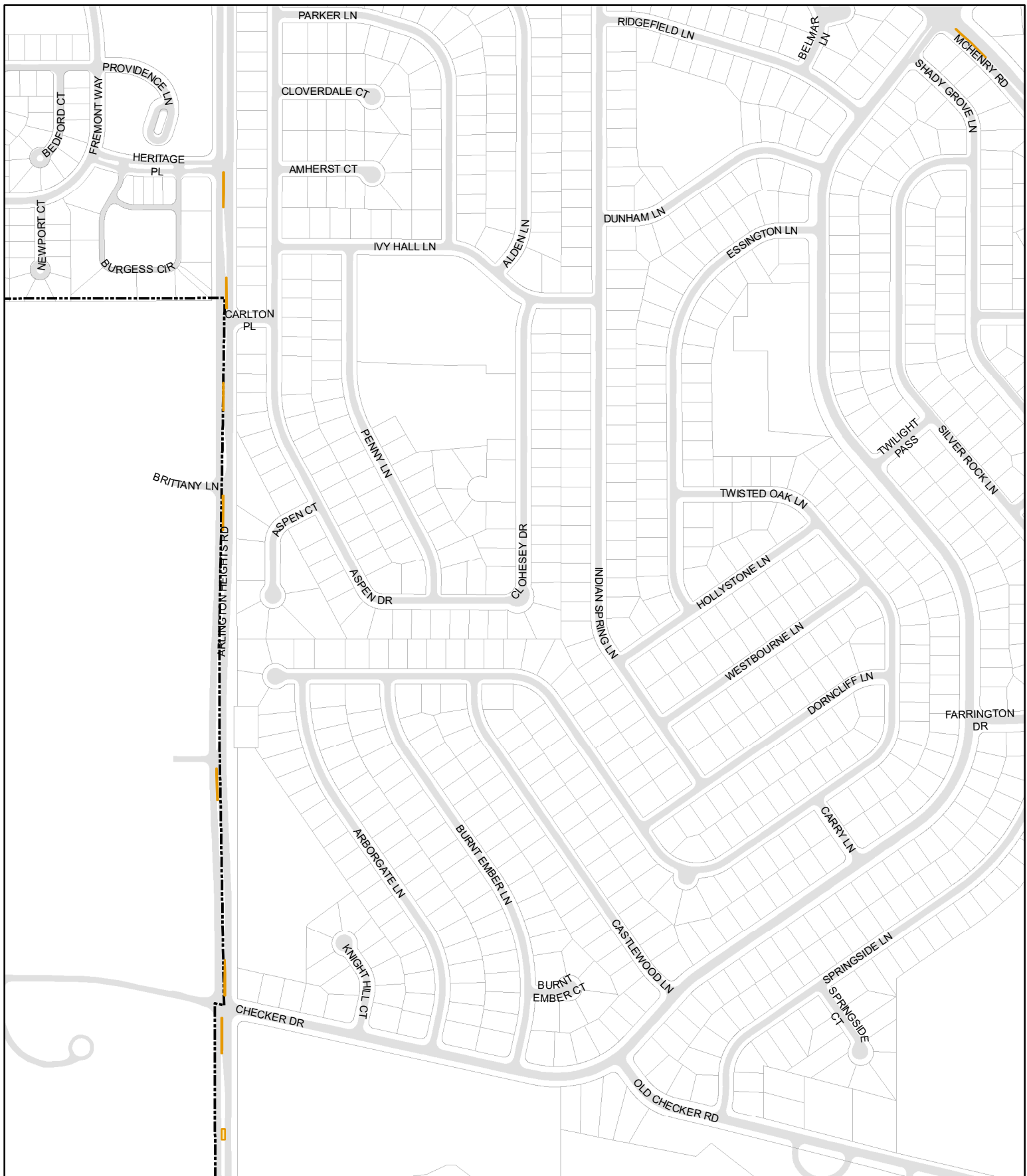
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 Cement Islands

Date: 1/20/2022



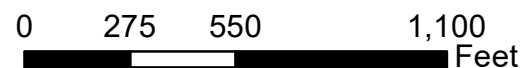


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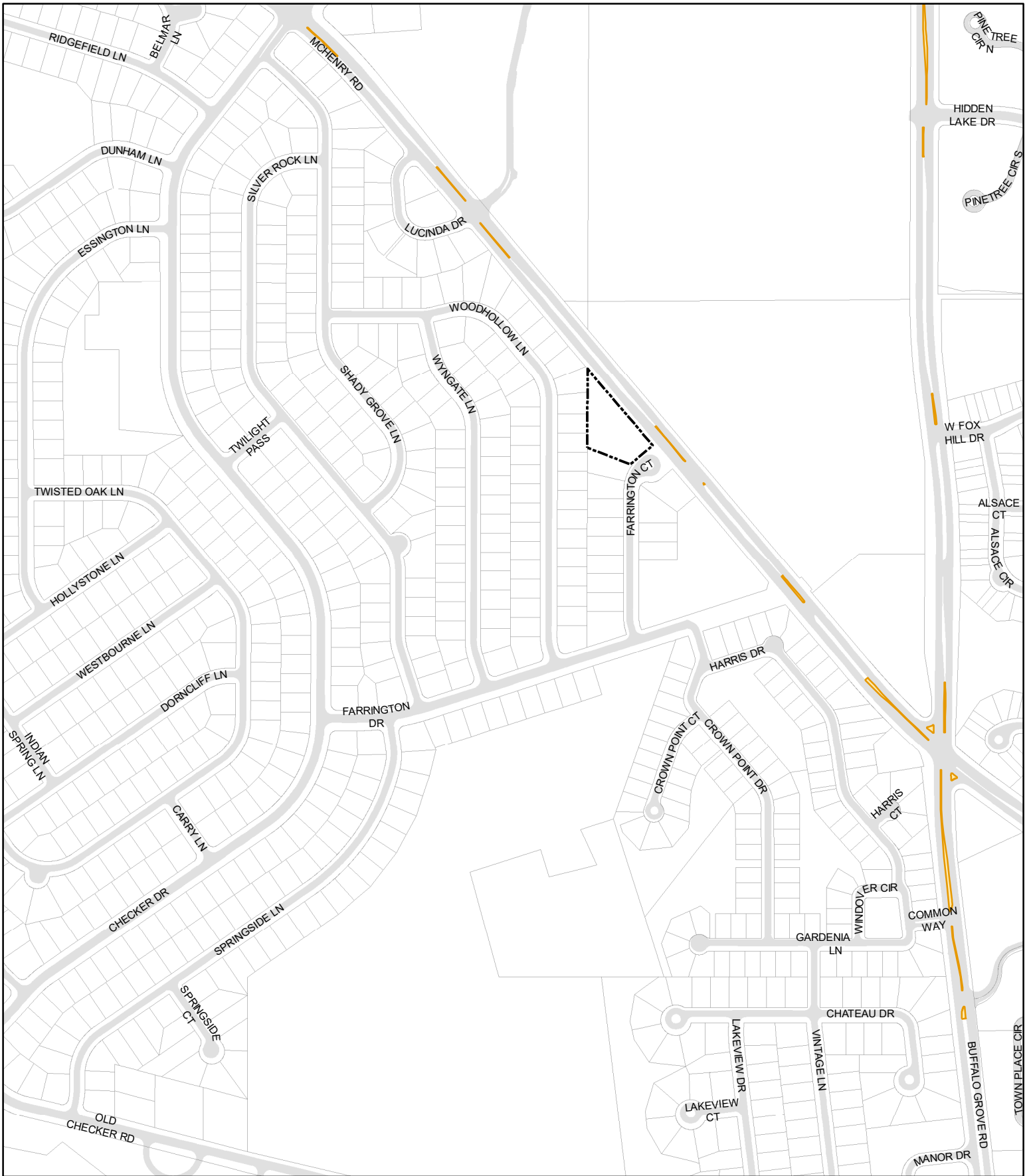
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 Cement Islands



Date: 1/20/2022

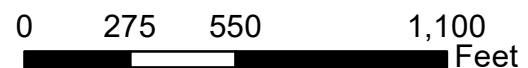


# Mowing Sites

## Page: 17



 Cement Islands




Date: 1/20/2022

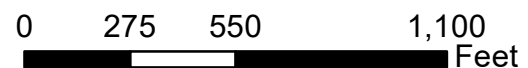


# Mowing Sites

## Page: 18



 Cement Islands



Date: 1/20/2022






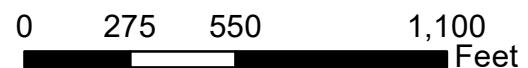


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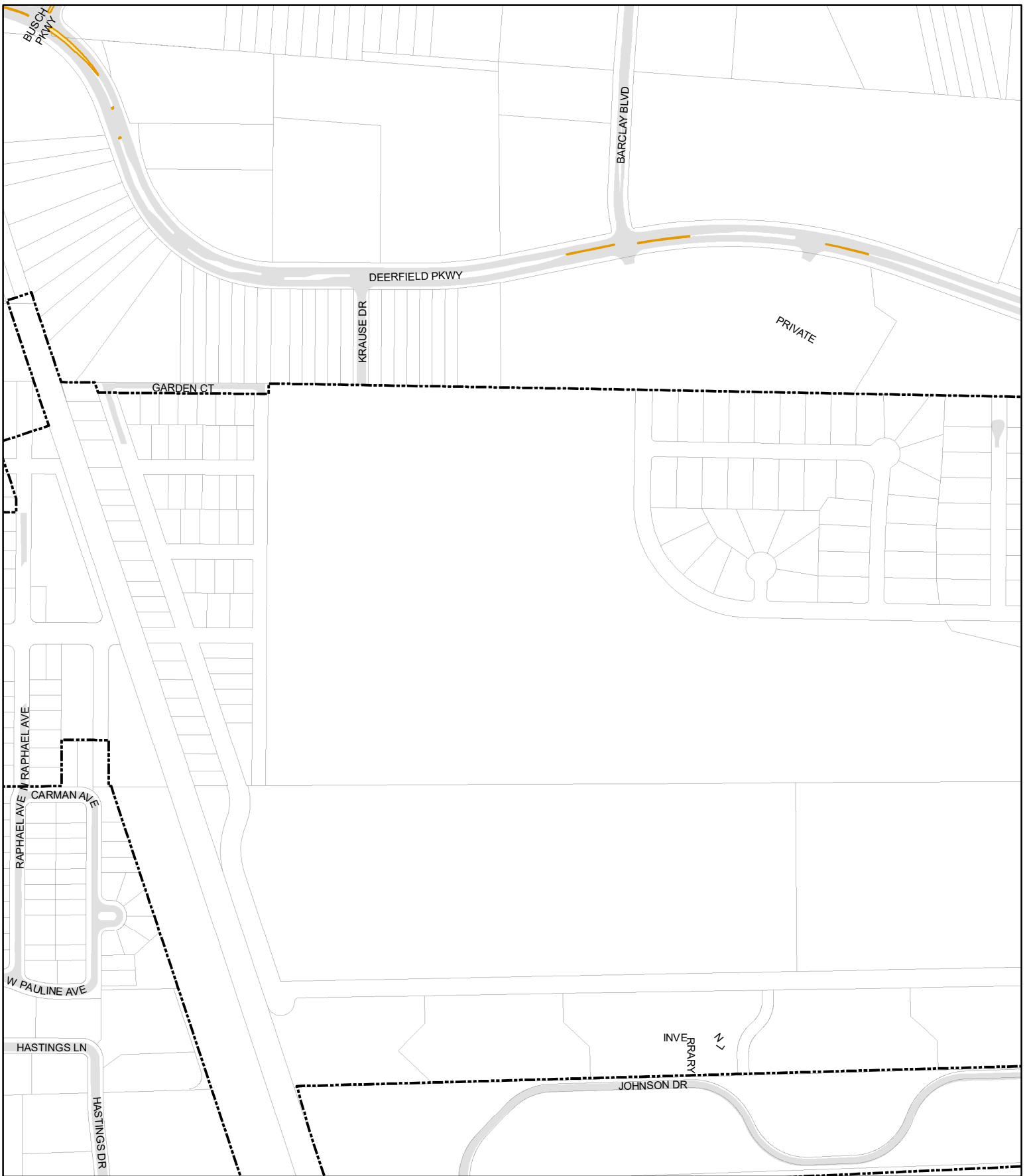
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 Cement Islands




Date: 1/20/2022

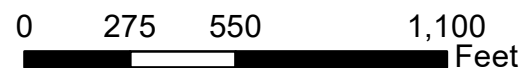


# Mowing Sites

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 Cement Islands




Date: 1/20/2022



# Mowing Sites


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 Cement Islands

Date: 1/20/2022

0 275 550 1,100 Feet




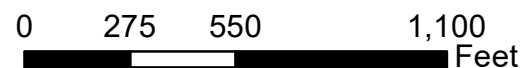




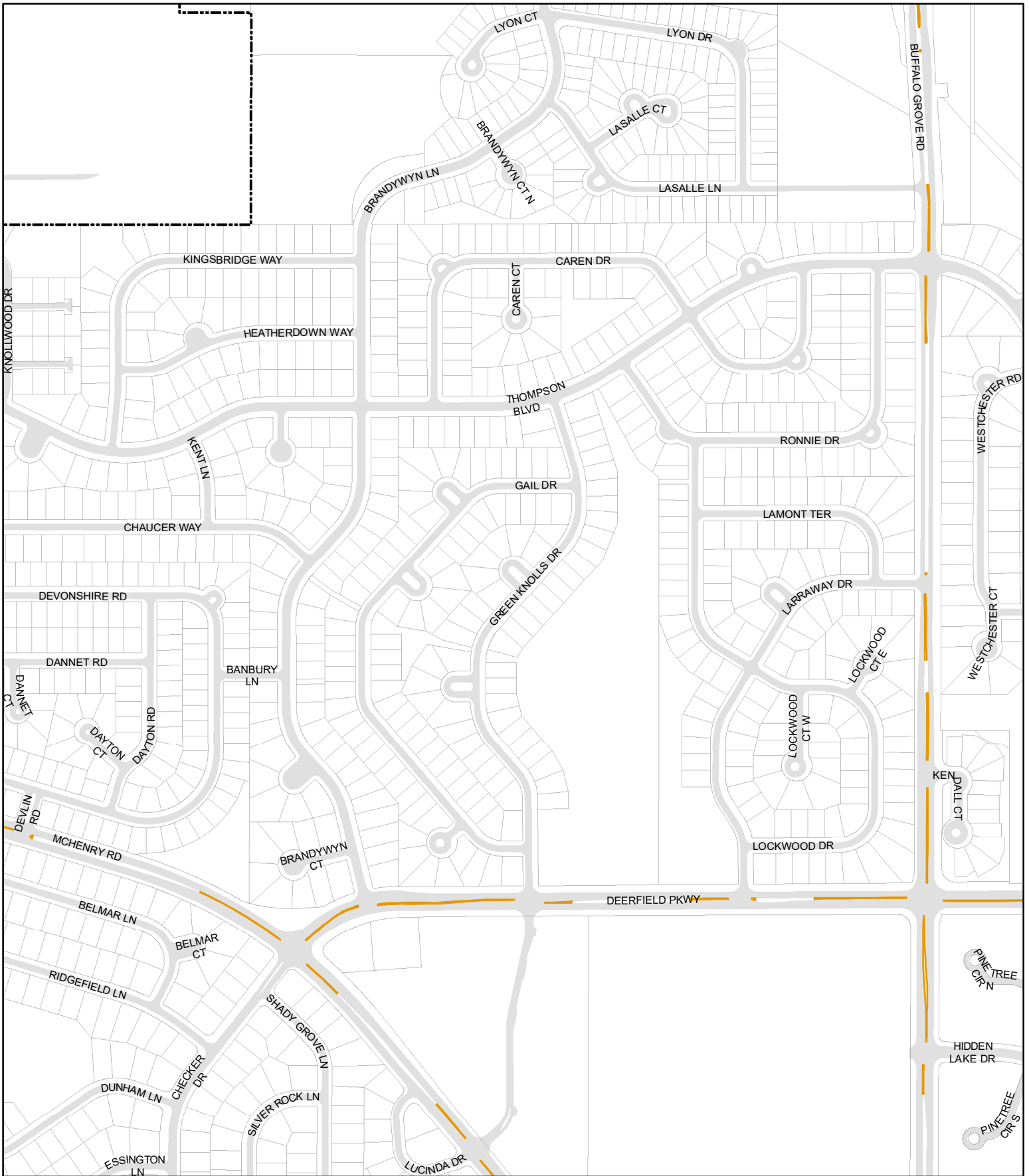
Mowing Sites  
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 Cement Islands




Date: 1/20/2022

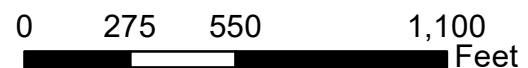


# Mowing Sites

## Page: 25



 Cement Islands




Date: 1/20/2022

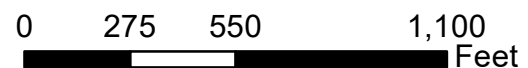


# Mowing Sites

## Page: 26

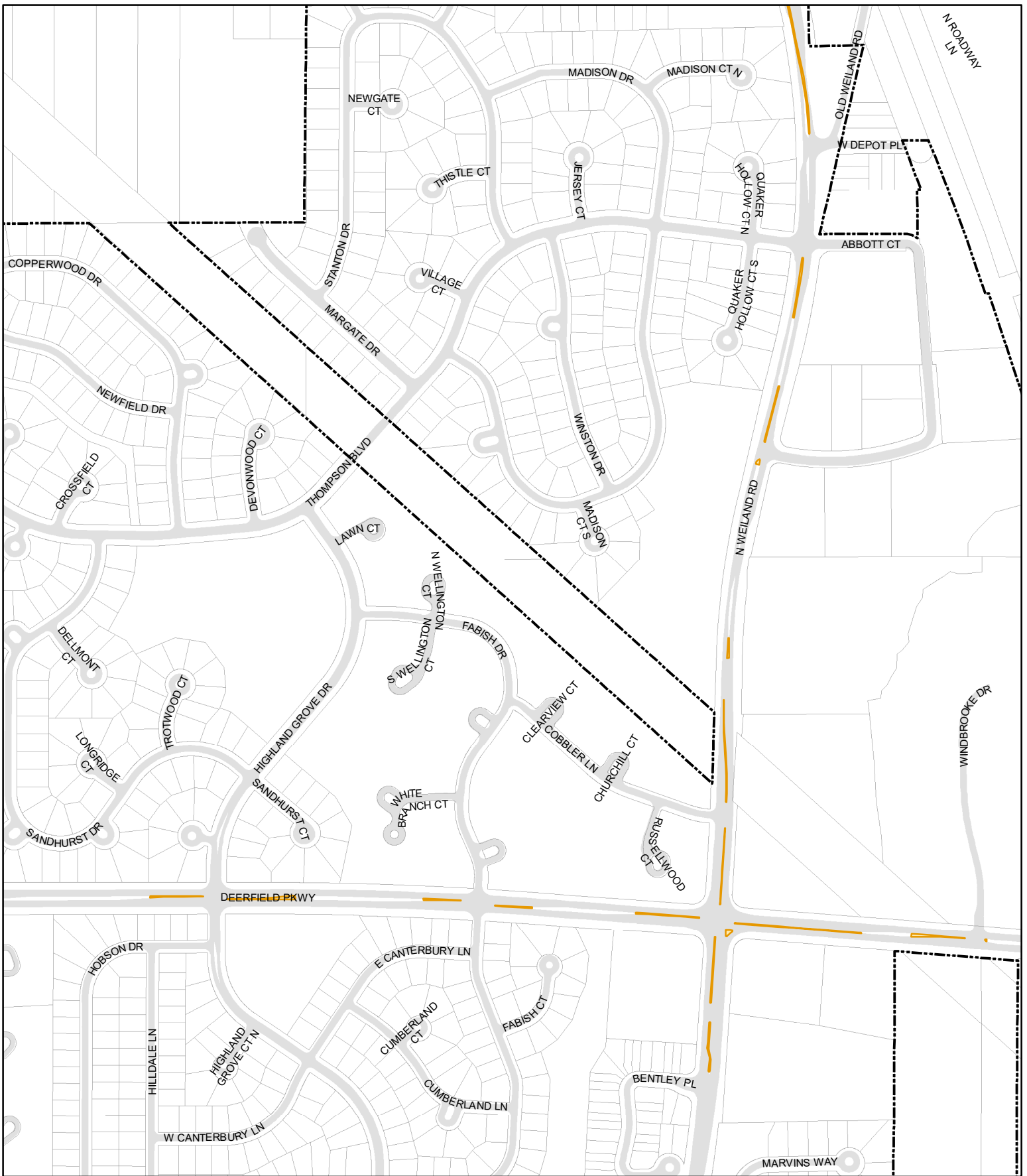


 Cement Islands



Date: 1/20/2022




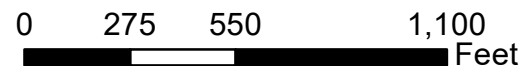


# Mowing Sites

## Page: 27



 Cement Islands




Date: 1/20/2022

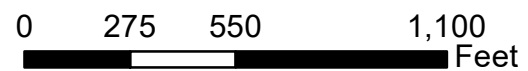


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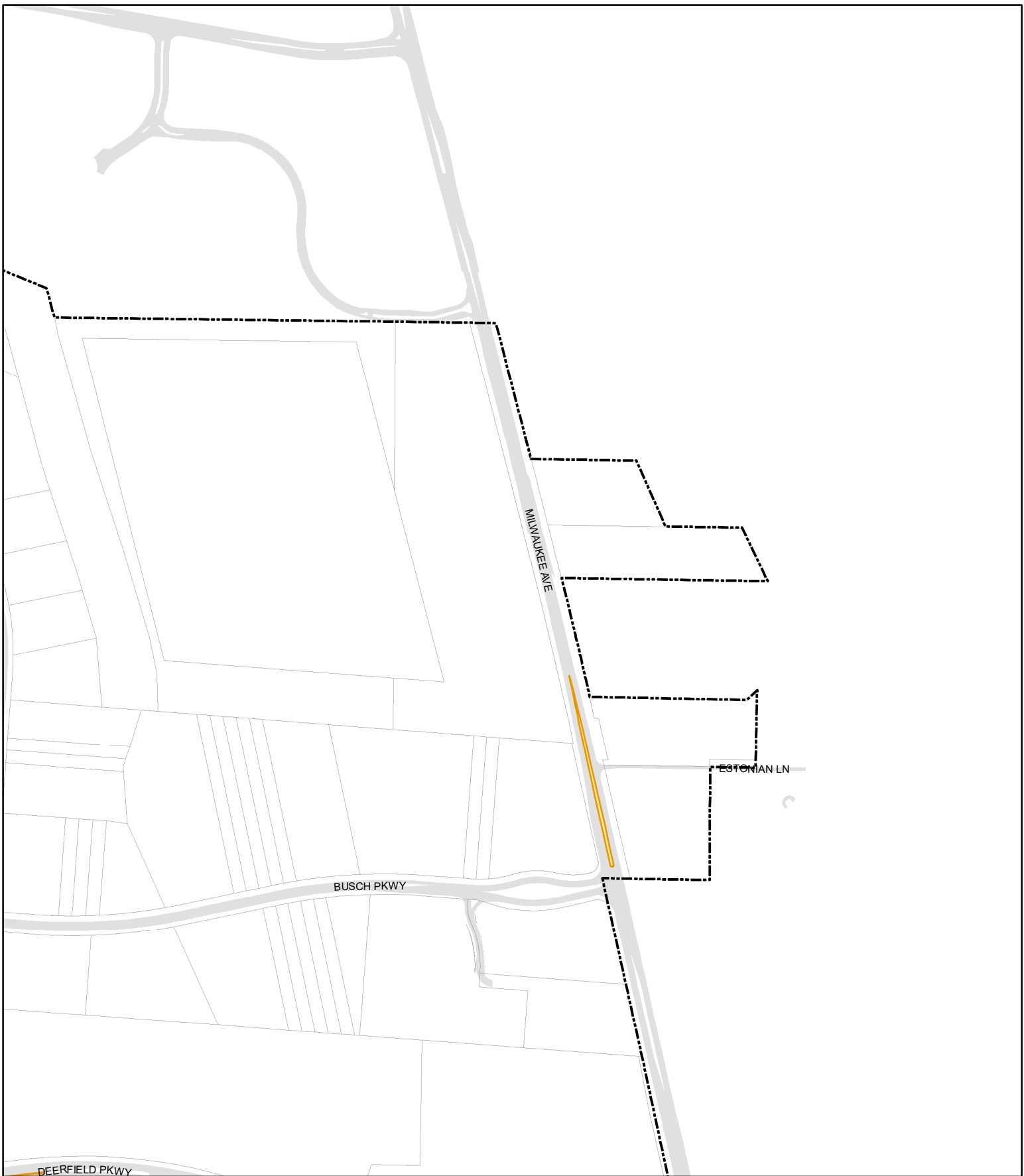
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 Cement Islands




Date: 1/20/2022



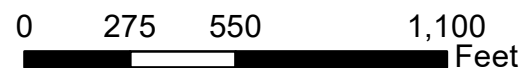
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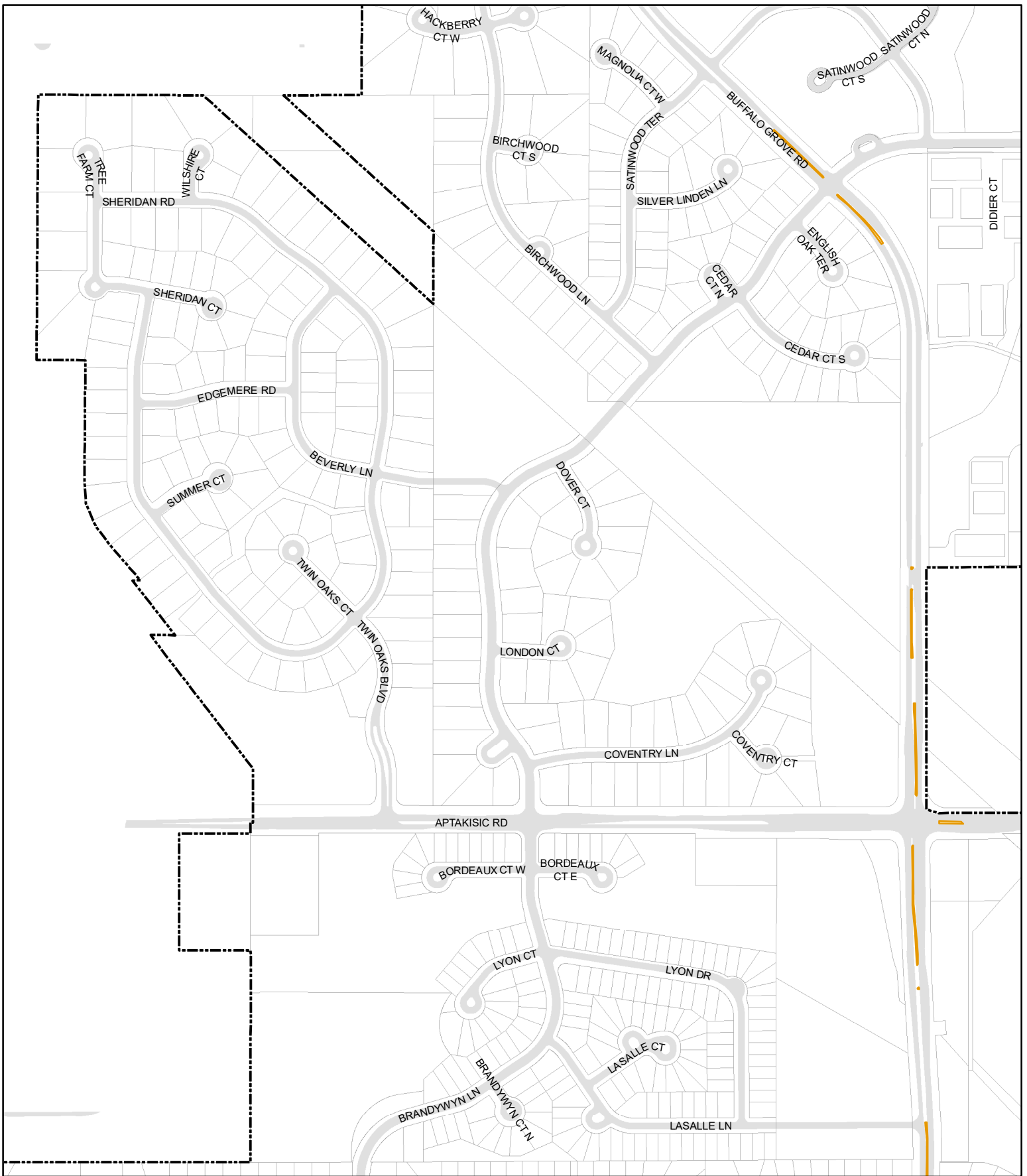
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 Cement Islands

Date: 1/20/2022




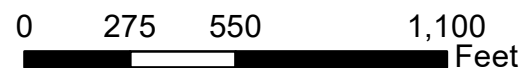


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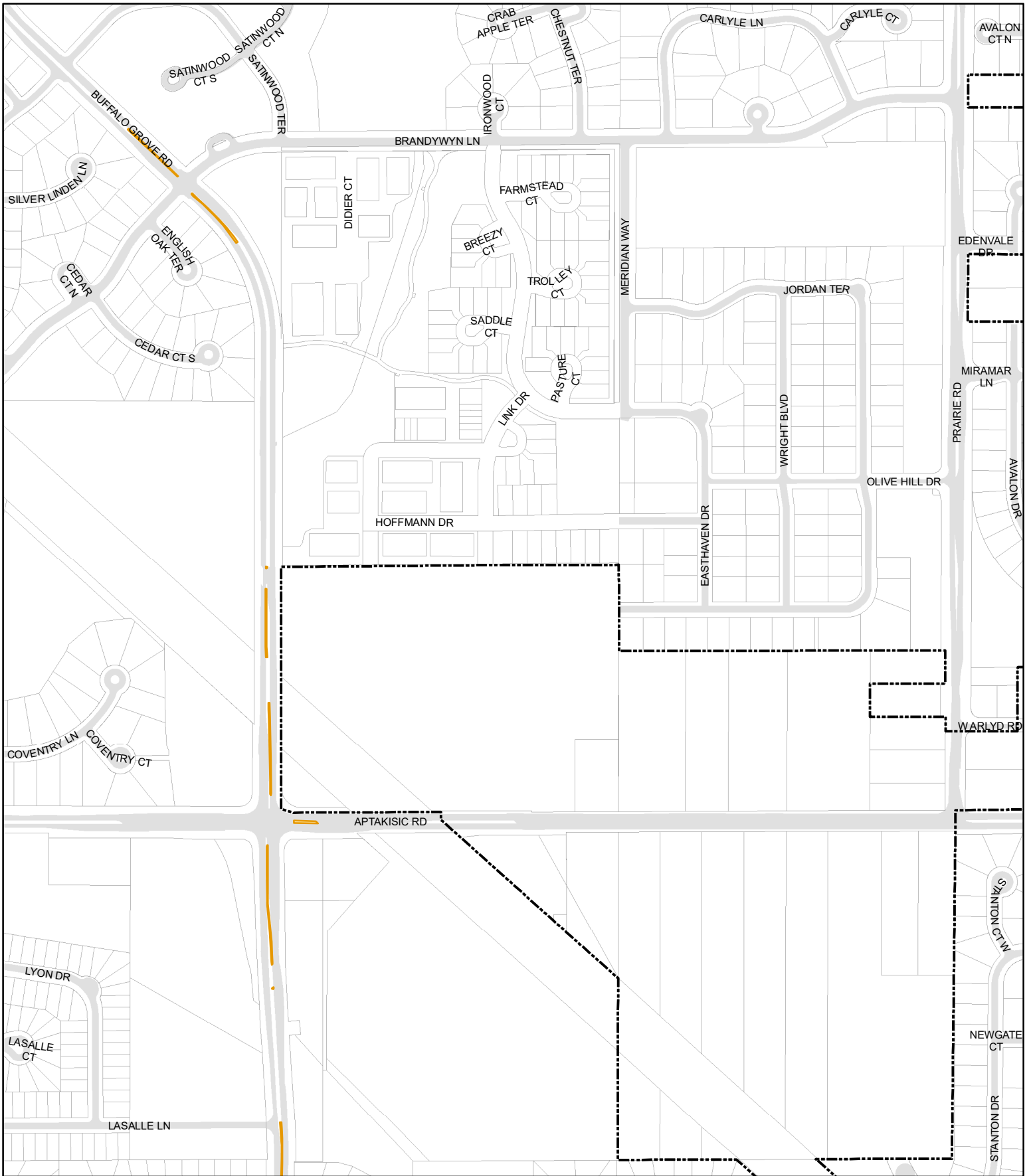
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 Cement Islands




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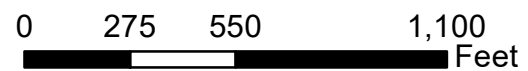


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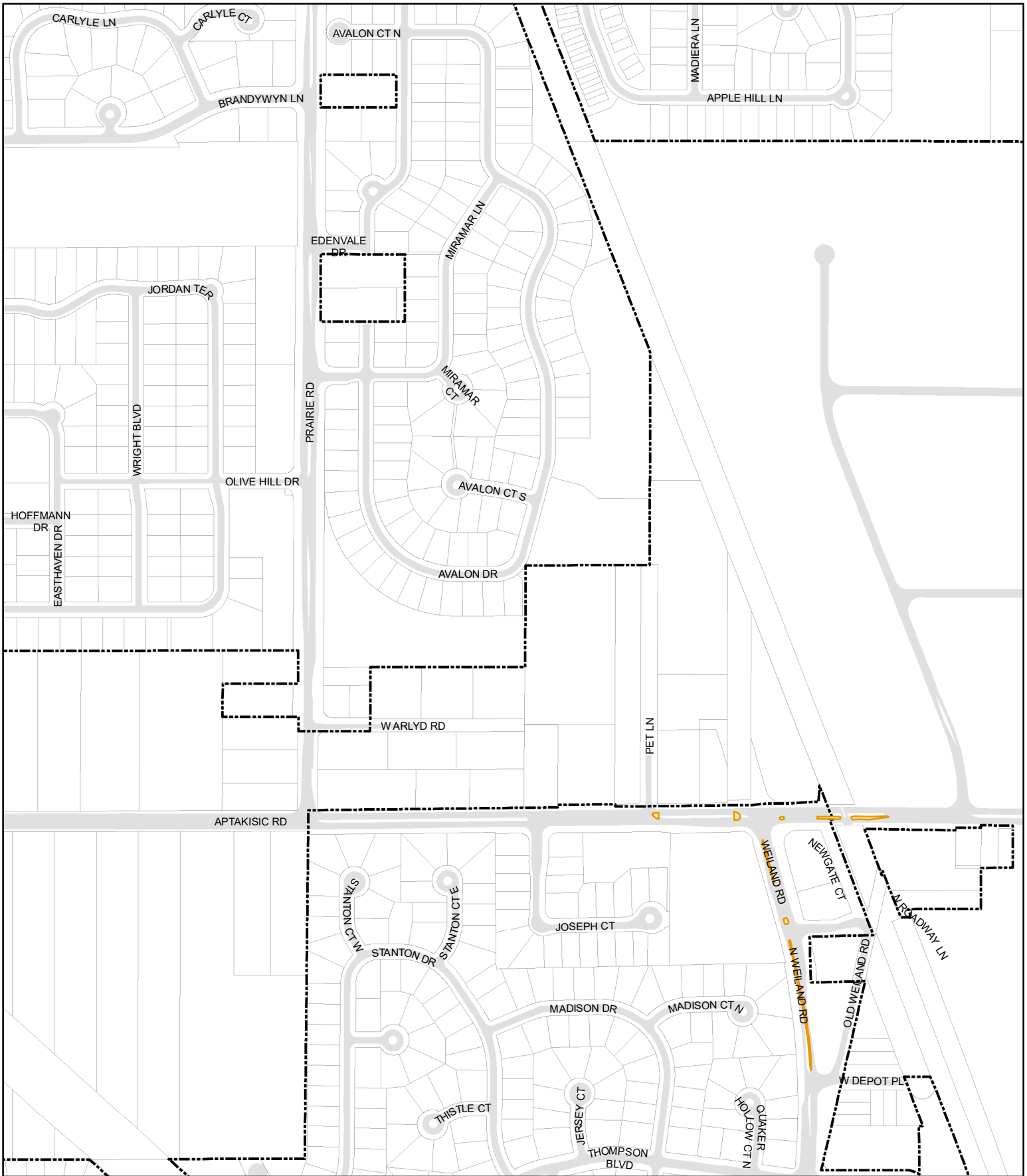
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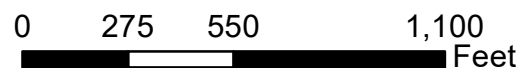


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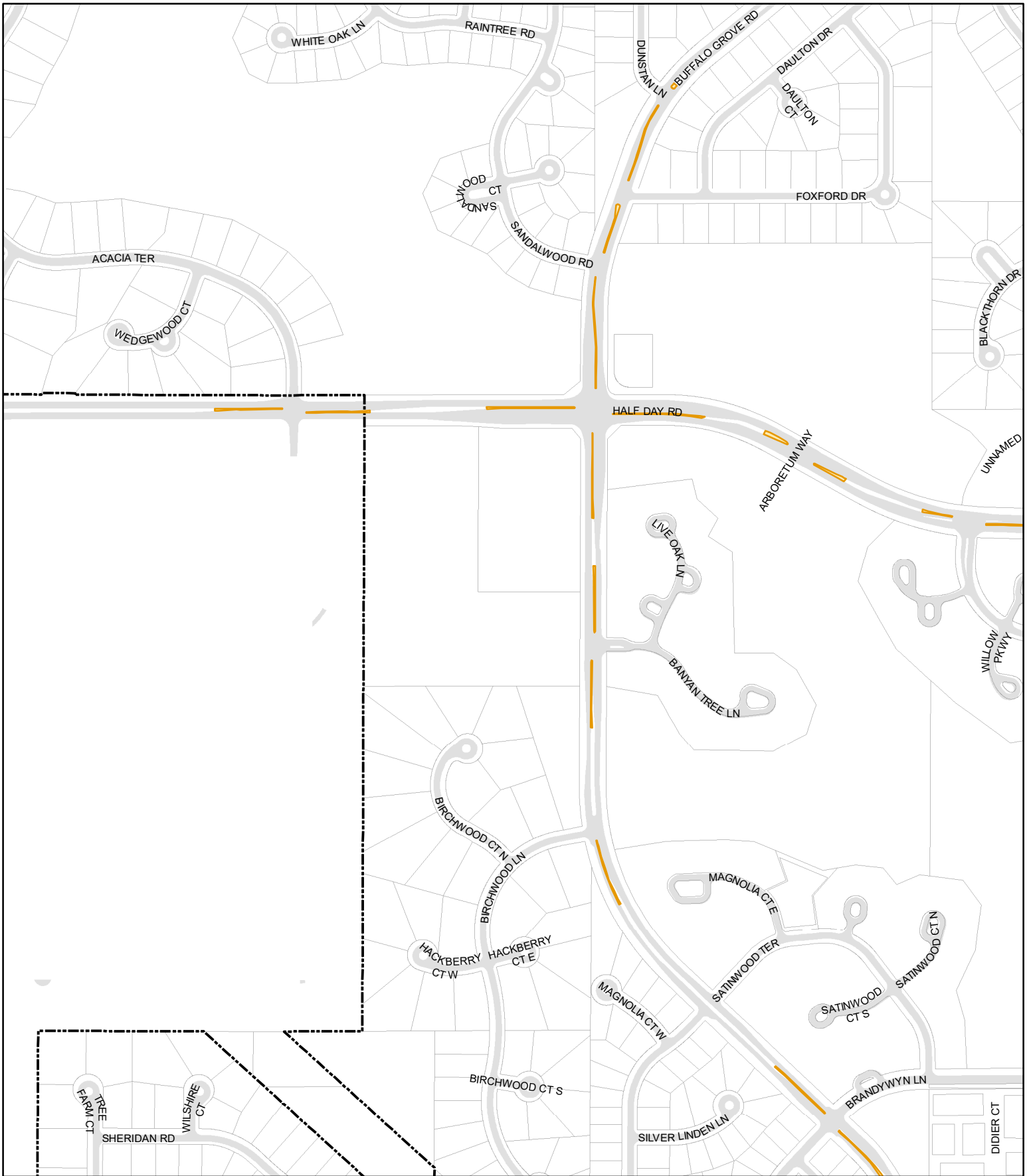
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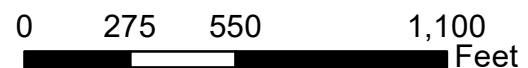
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Mowing Sites  
Page: 35



 Cement Islands




Date: 1/20/2022

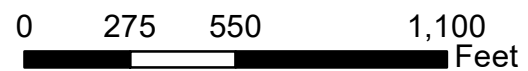


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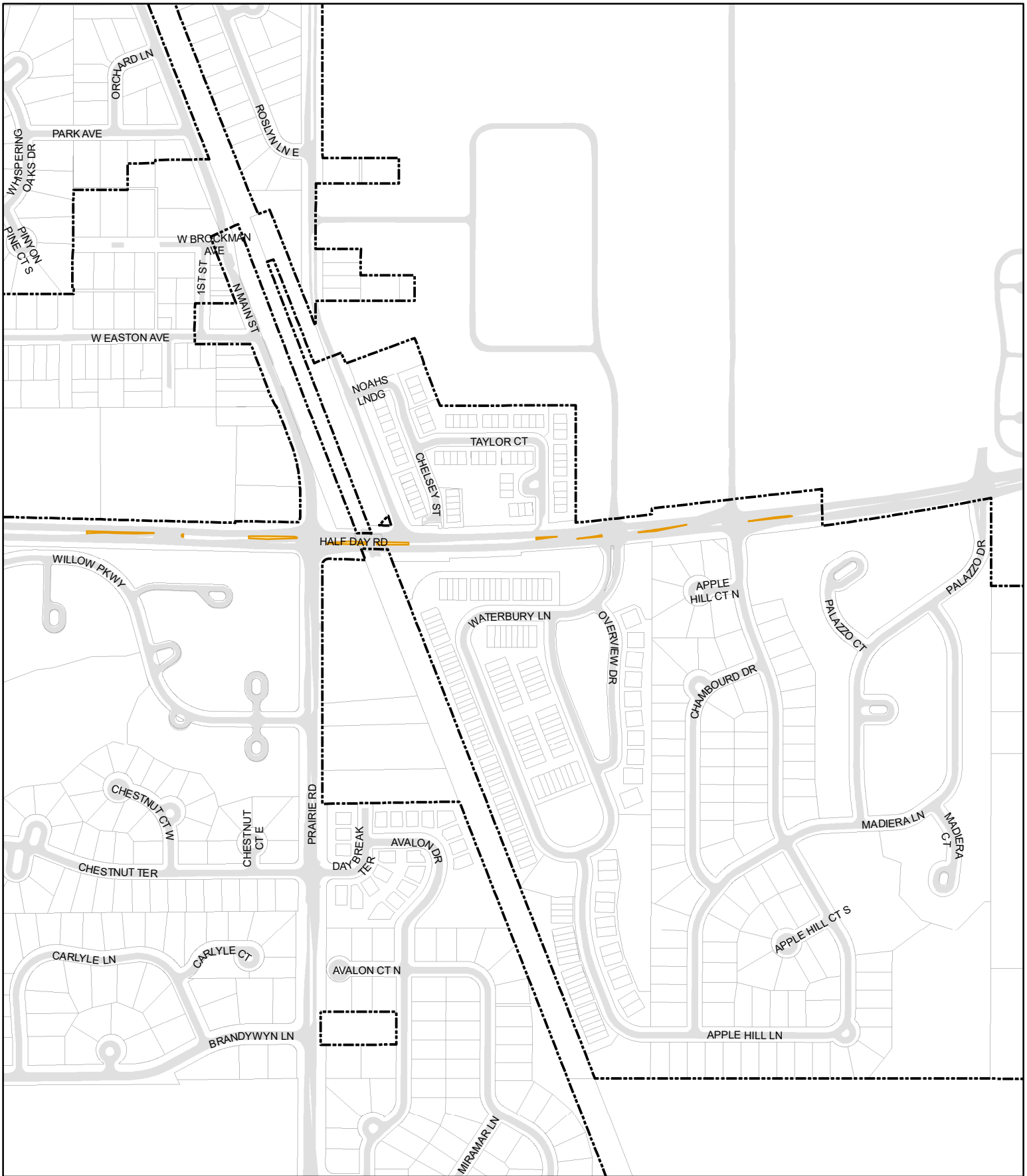


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Date: 1/20/2022




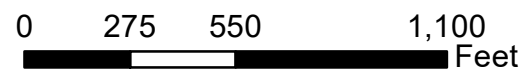


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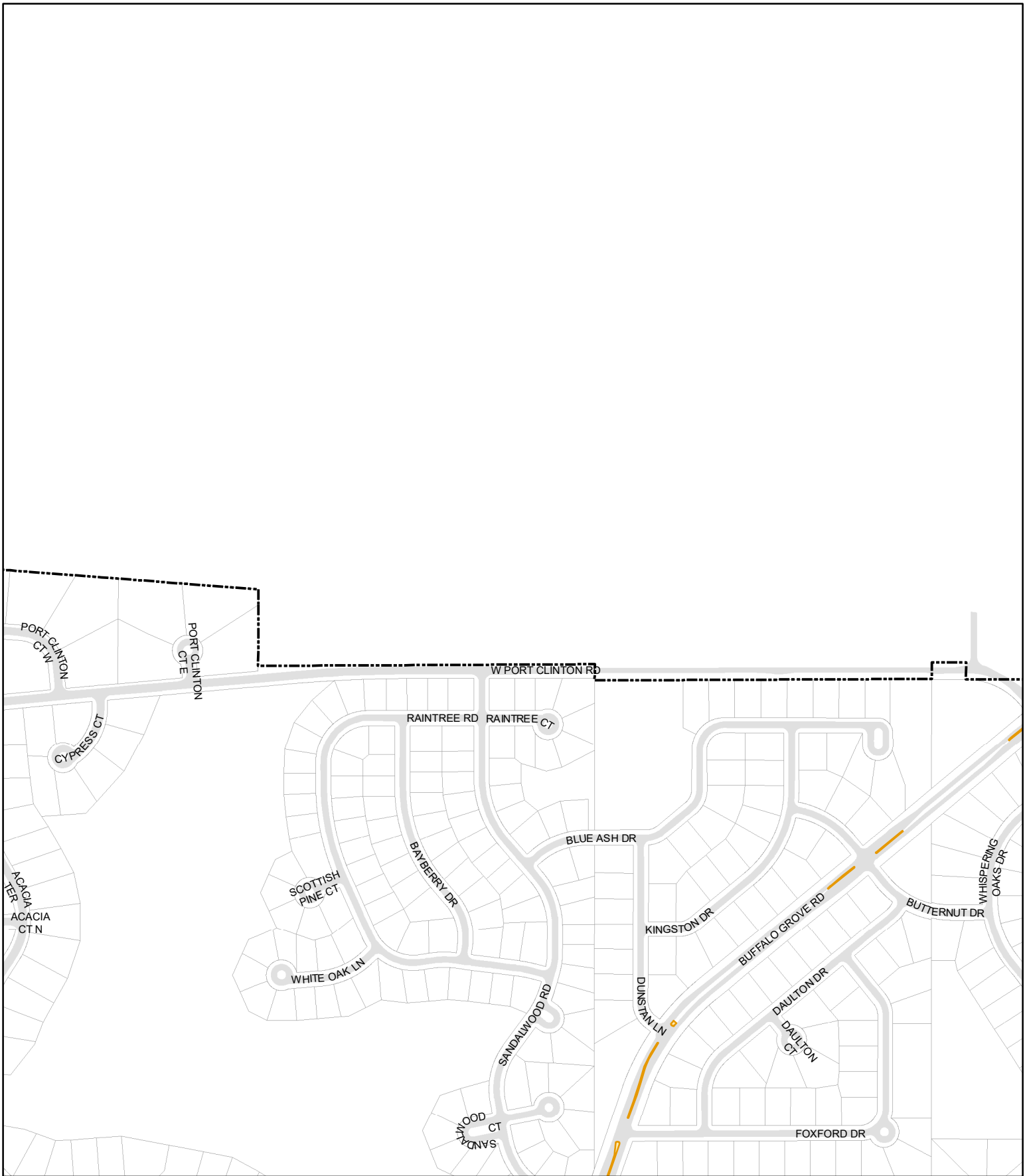
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 Cement Islands




Date: 1/20/2022

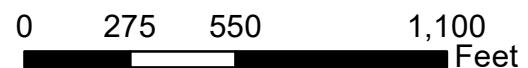


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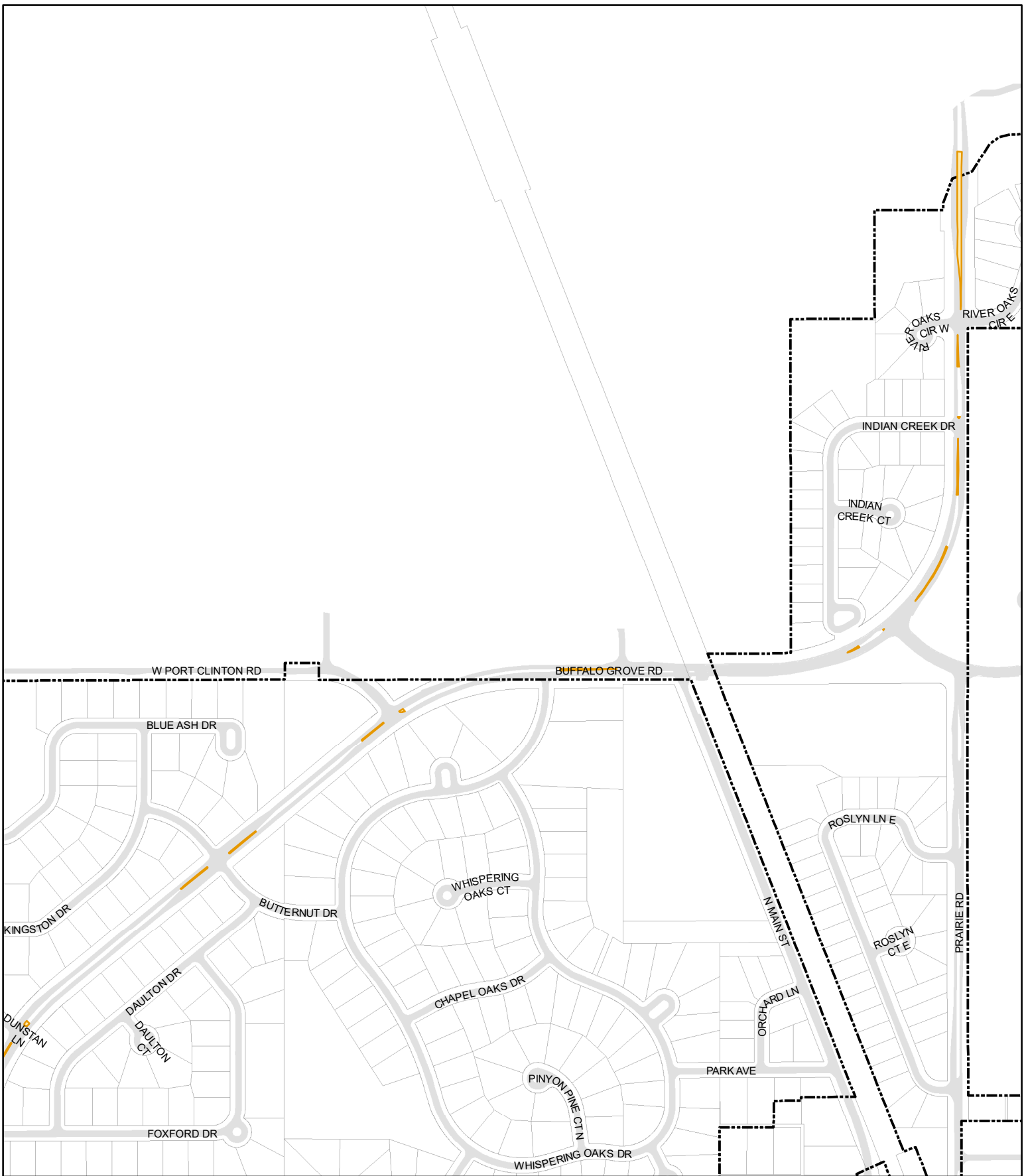
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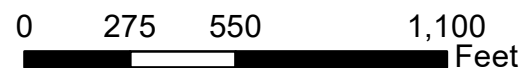


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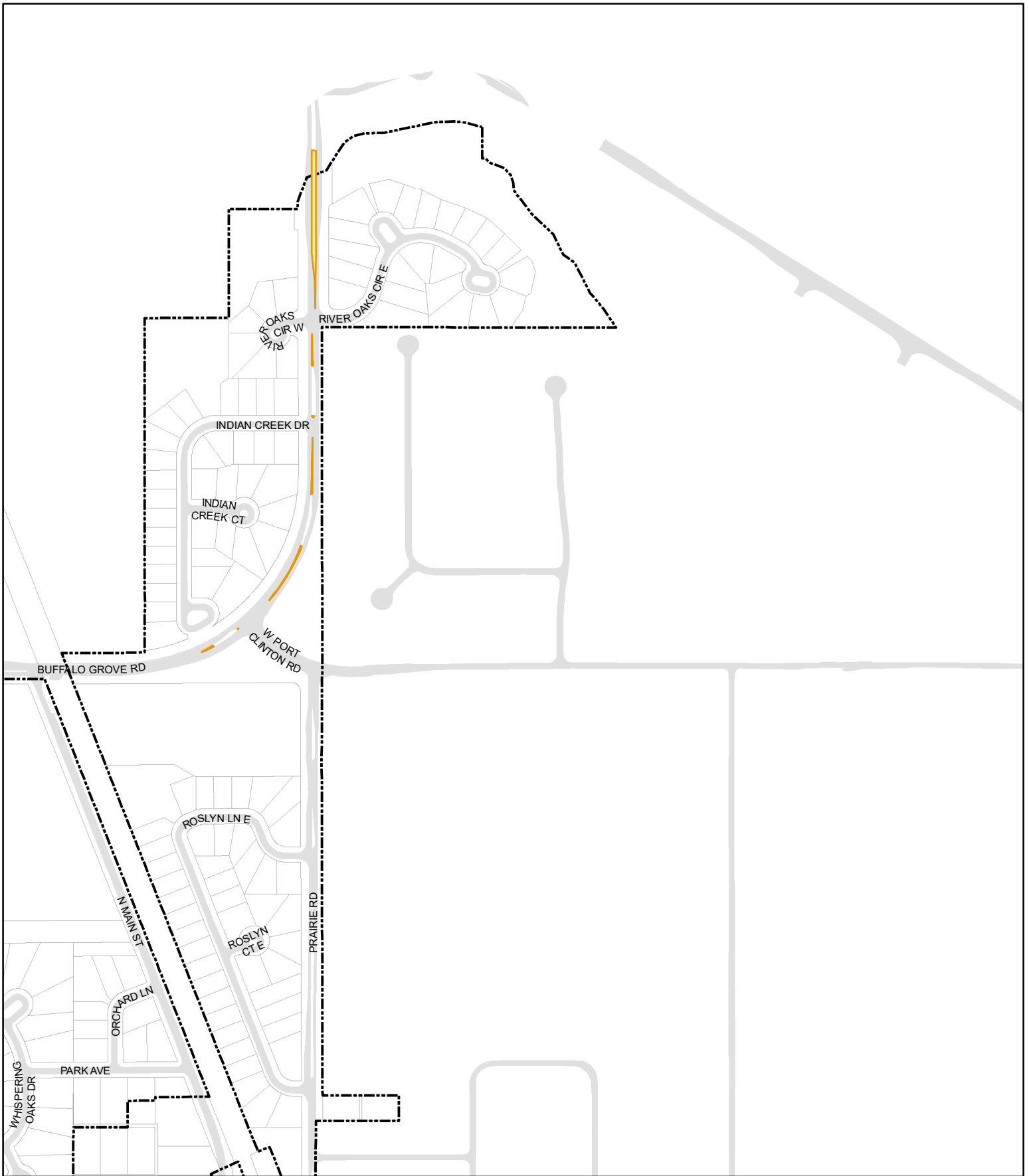
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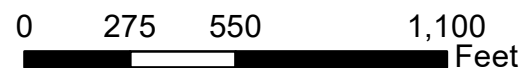


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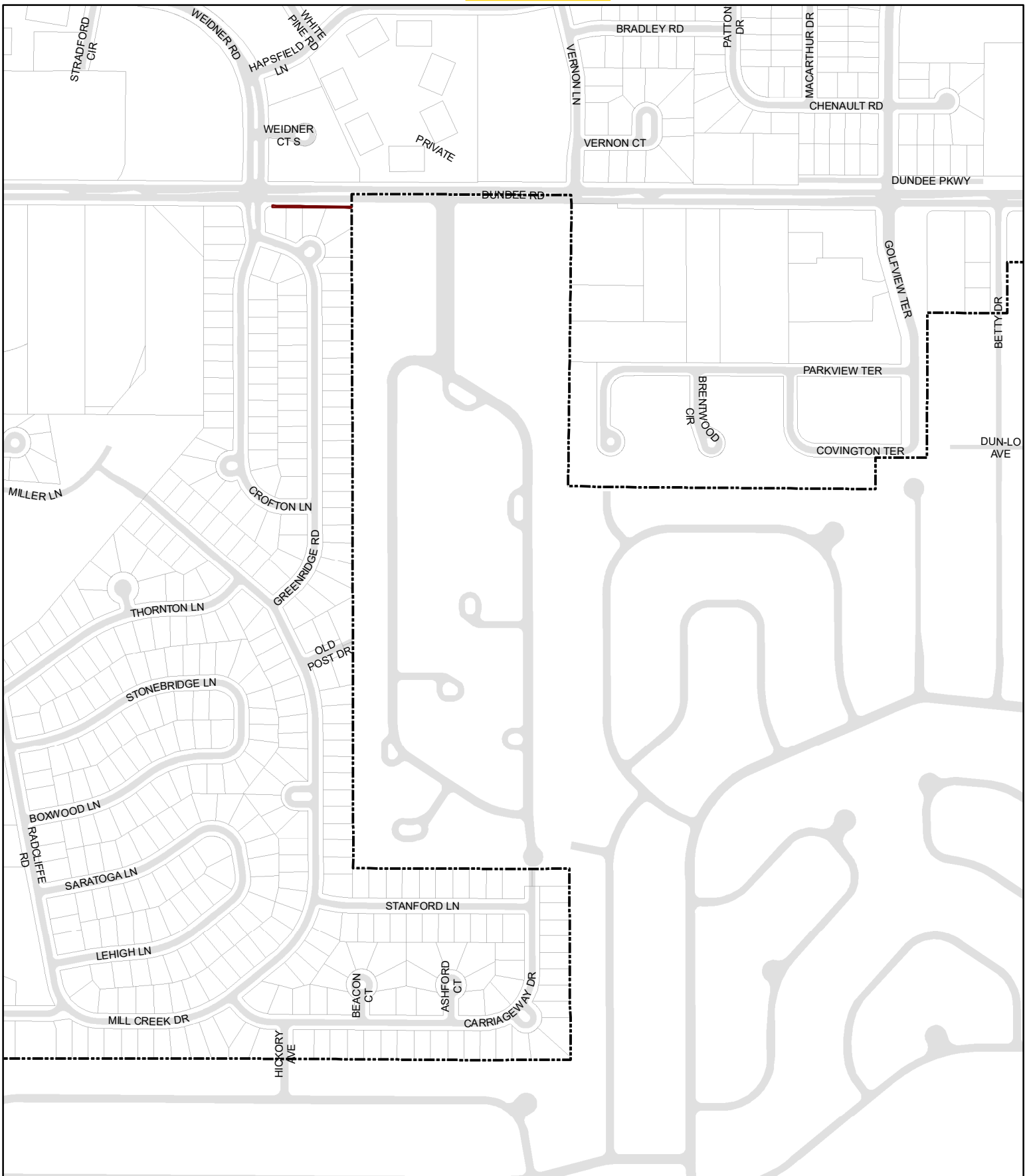
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 Cement Islands



Date: 1/20/2022

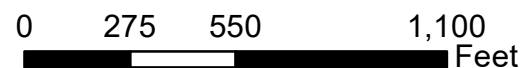


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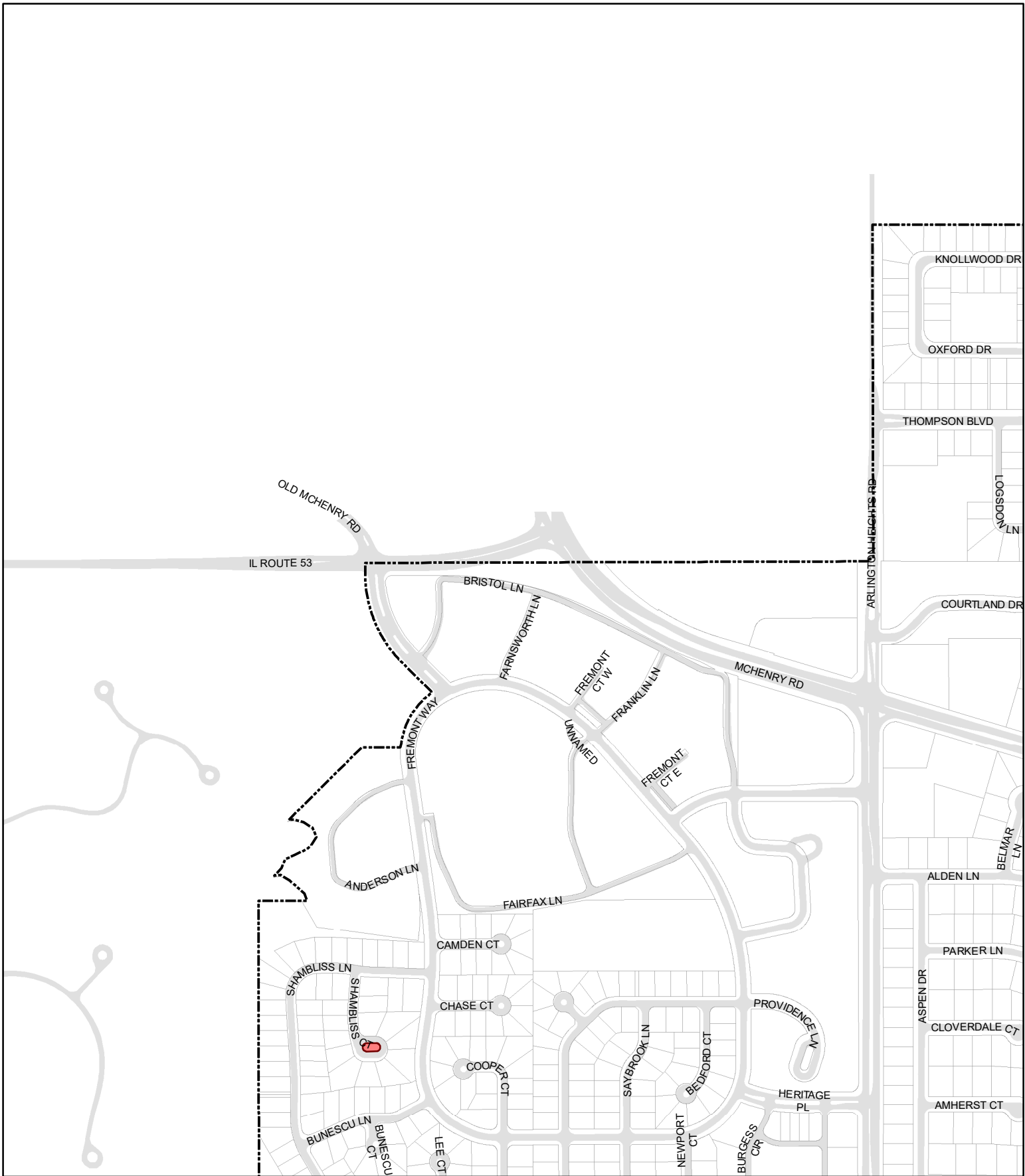
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 Bushes




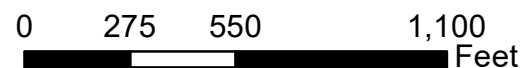
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Mowing Sites  
Page: 23



 Bushes




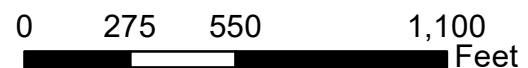
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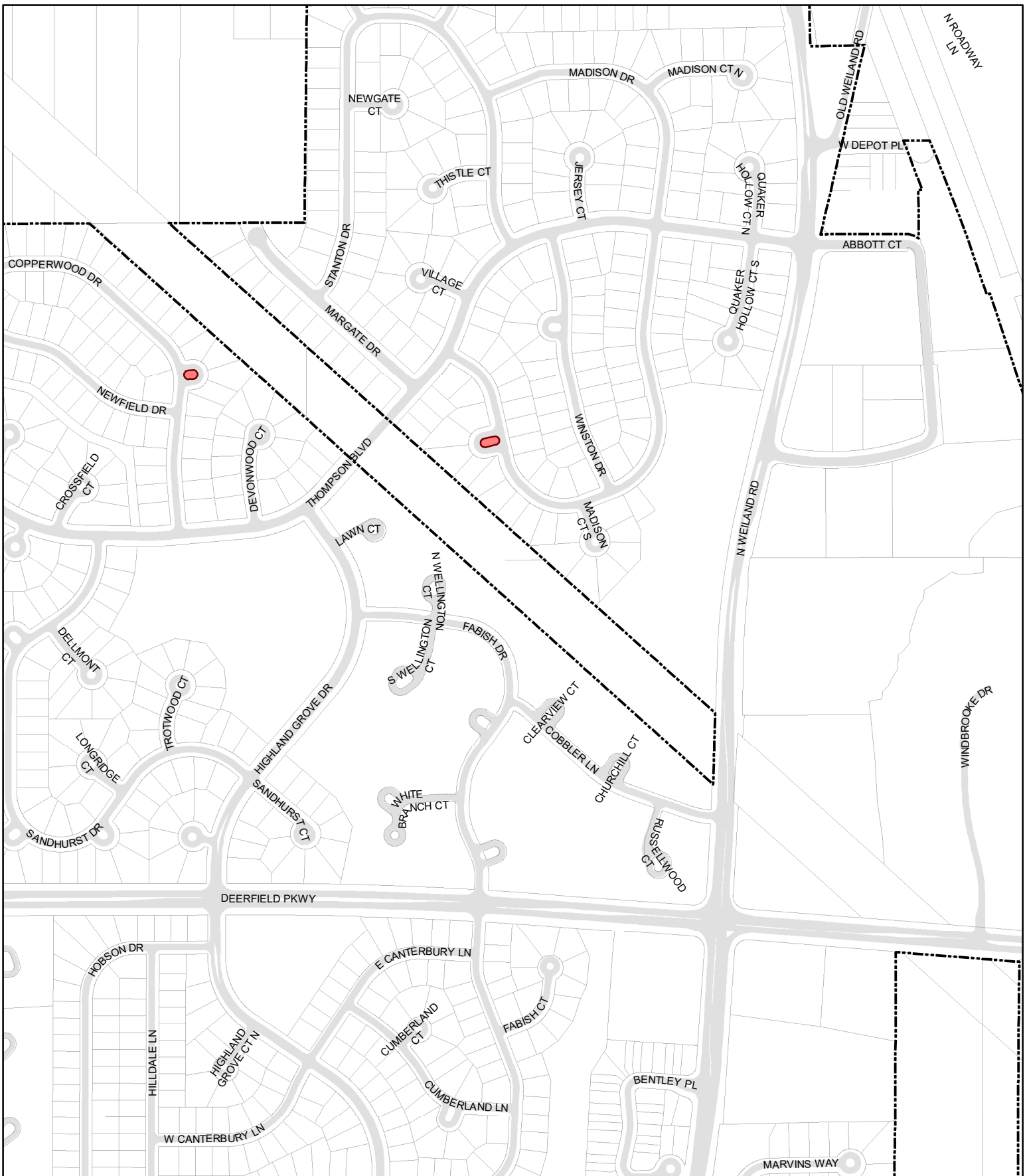
Mowing Sites  
Page: 24



 Bushes



Date: 1/20/2022

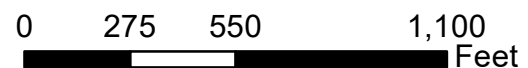


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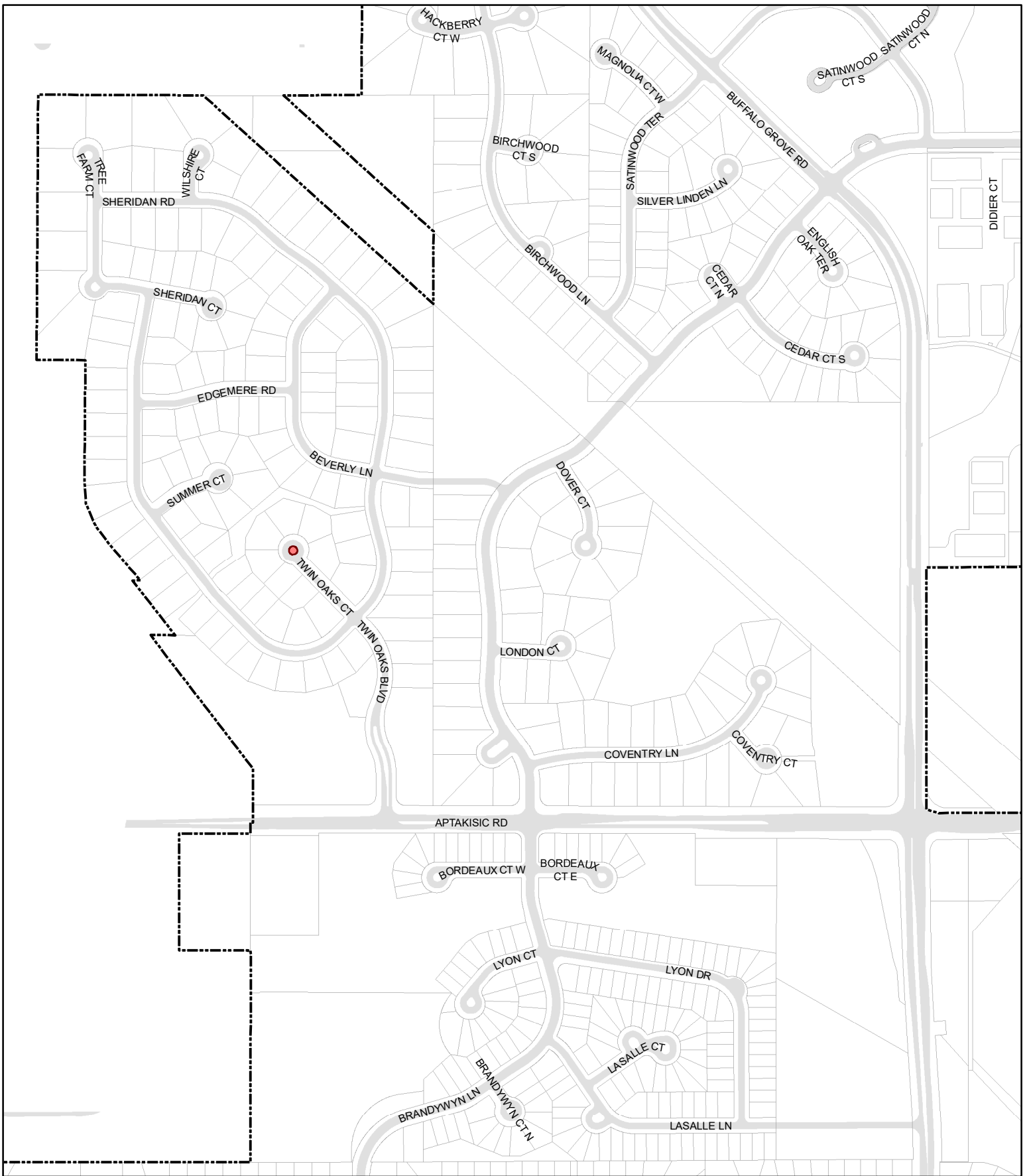


 Bushes



Date: 1/20/2022



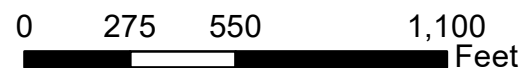


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## Page: 31



■ Bushes



Date: 1/20/2022

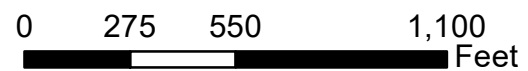


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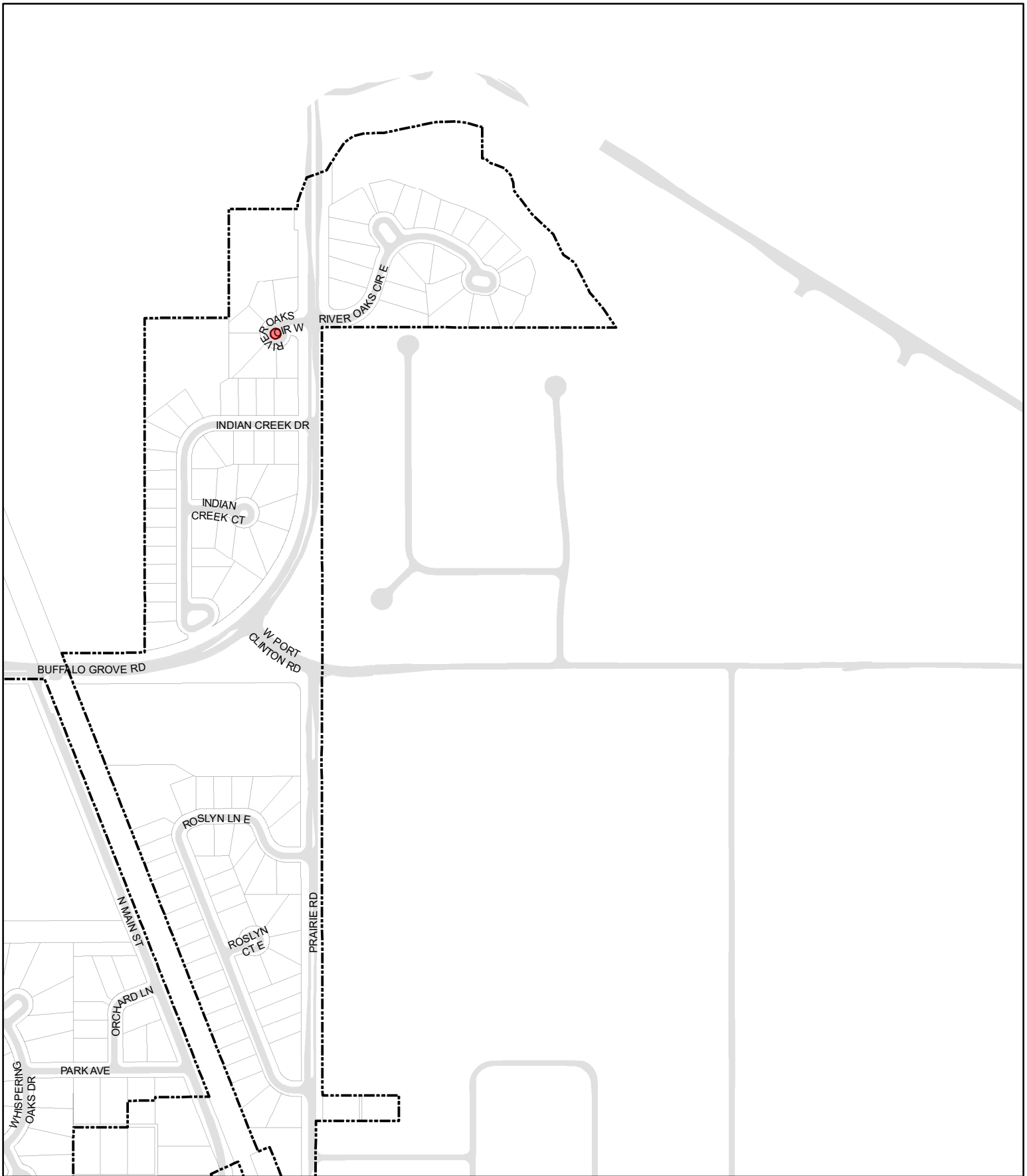
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■ Bushes



Date: 1/20/2022

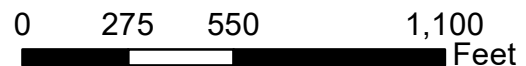


Mowing Sites  
Page: 41



 Bushes

Date: 1/20/2022



### 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: N/A

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this 9<sup>th</sup> day of February, 2022

City Escape Garden & DESIGN, LLC

Print Name of Contractor

Connie Rivere

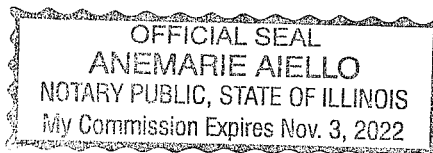
Signature

Managing Member

Print Title

Given under my hand and official seal, this 9<sup>th</sup> day of Feb, 2022

[Signature]  
Notary Public



### 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. <u>Tru-Green</u>	<u>Turf Herbicide</u>
2. _____	_____
3. _____	_____
4. _____	_____

#### ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) N/A (list each addendum number)

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

#### CONTRACTOR SIGNATURE and CONTACT INFORMATION

2.9.2022  
Date

773-438-7000  
Phone

City Escape GARDEN & Design LLC  
Legal Entity

Connie @ city escape . biz  
E-mail

Connie Rivera  
(Sign here)

Connie Rivera  
(Print Name)

### EXHIBIT B – SCHEDULE OF PRICES

ROW & Median Maintenance

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

50 Raupp Blvd, Buffalo Grove, Illinois 60089

FULL NAME OF BIDDER: City Escape Garden + Design, LLC  
 MAIN BUSINESS ADDRESS: 3022 W Lake St. Chicago, IL, 60612  
 PLACE OF BUSINESS: Chicago Area

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 Bid Bond in the amount of  
Four Thousand, Eight Hundred And Dollars (\$ 4,829.55 ).

Notes: Twenty-Nine,  $\frac{55}{100}$

- (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.

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

City Escape Garden And Design, LLC  
3022 W Lake St, Chicago, IL 60612

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

Village Of Buffalo Grove- Dept of Public Works  
123 Madison St  
Oak Park, IL 60302

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:**

Five Percent (5%) of Bid Amount

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT** (Name, location or address, and Project number, if any):

BID 2022-05 Village of BG R.O.W and Median Maintenance Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of February

2022

*Connie Pinere*

City Escape Garden & Design LLC

(Principal)

*Managing Member*

(Title)

*[Signature]*

(Witness)

*[Signature]*

(Witness)

**THE CINCINNATI INSURANCE COMP**

(Surety)

*[Signature]*

(Title)

John Brandt, Attorney in Fact

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

John P Brandl; Jim Kulp and/or Samuel P. Brandl

of Mundelein, Illinois their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

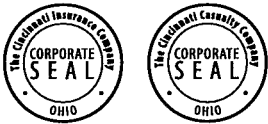
Any such obligations in the United States, up to  
Ten Million and No/100 Dollars ( \$10,000,000.00 ).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO )SS:  
COUNTY OF BUTLER )

Stephen A. Ventre

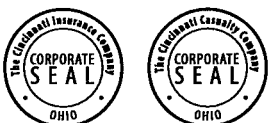
On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett  
Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_,



Ed H.



**EXHIBIT B – SCHEDULE OF PRICES (CONT.)**

<b>EXHIBIT B – SCHEDULE OF PRICES</b>				
<b>Common Name</b>	<b>Approx. Acre</b>	<b>A. Number of Services Per Year</b>	<b>B. Bid Amount Per Service</b>	<b>C. Total cost Per Year AxB = C</b>
A. 1 - Median Mowing	52.80	28	\$ 2,760.00	\$77,280.00
A. 2 - Cul-De-Sac Mowing	1.04	28	\$ 75.00	\$ 2,100.00
A. 3 - Landscaped Medians	1.00	28	\$ 142.00	\$ 3,976.00
A. 4 - Cement Medians	6.65	3	\$ 405.00	\$ 1,215.00
A. 5 - Shrub Pruning		3	\$ 340.00	\$ 1,020.00
A. 6 - Weed Control all Turf Areas	53.84	2	\$ 5,500.00	\$11,000.00
<b>Total Cost</b>			<b>Total Cost</b>	<b>\$96,591.00</b>

**EXHIBIT C – SUBCONTRACTOR AND REFERENCES (cont.)**

**Contact Name:** See References sheets Attached

**Municipality/Business:** At End of Bid Submittal

**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:** \_\_\_\_\_

**Bidder Name: CityEscape Garden & Design, LLC**

**References Page**

- 1. ORGANIZATION: Village of Oak Park  
ADDRESS 201 South Blvd, Oak Park, IL 60302  
CONTACT: Robert Sproule Assistant Director of Public Works  
[rsproule@oak-park.us](mailto:rsproule@oak-park.us).  
PHONE: (708) 358-5704  
PROJECT/YEAR: Comp. Land Services – Village (2020-2022) possible extension  
Container Seasonal Display and Maintenance (2021-2022) possible Extension  
ACREAGE: Turf Mow + Maint. – 10.2 acres; Planting Bed Maint. – 3.4 acres
  
- 2. ORGANIZATION: City of Chicago-Dept of Aviation -O’Hare Airport  
ADDRESS: O’Hare H&R Plant, Chicago IL 60666  
CONTACT: Dorothy Izewski Coordinating Architect - Facilities  
[DOROTHY.IZEWSKI@cityofchicago.org](mailto:DOROTHY.IZEWSKI@cityofchicago.org)  
PHONE: (773)-686-7271  
PROJECT/YEAR: CLS Maintenance 2012- 2023  
ACREAGE: 112.27
  
- 3. ORGANIZATION: City of Chicago-Dept of Aviation -Midway Airport  
ADDRESS: 6201 S. Laramie Avenue, Chicago, IL 60638  
CONTACT: Felipe Najar- General Manager of Facilities  
[felipe.najar@cityofchicago.org](mailto:felipe.najar@cityofchicago.org)  
PHONE: (773) 838-0619  
PROJECT/YEAR: CLS Maintenance 2012- 2023  
ACREAGE: 34.45
  
- 4. ORGANIZATION: City of Chicago Department of Water Management  
ADDRESS 1000 E Ohio Street  
CONTACT: Donald Knusta, Chief Operating Engineer  
[Donald.Knusta@cityofchicago.org](mailto:Donald.Knusta@cityofchicago.org)  
\*Pump Stations under Don: Lakeview , Thomas Jefferson,  
Chicago Ave (Jane Burn Park), Cermak  
PHONE: (773) 517-7320 (mobile)

**PROJECT/YEAR:** Comp. Land Services – DWM Region VII (pump station and (2) Purification plants (2018-2023)  
**ACREAGE:** 75.50

5. **ORGANIZATION** Cook County Department of Facilities Management  
**ADDRESS** 118 North Clark Street- County Bld Room 1000, Chicago IL 60601  
**CONTACT:** BRIDGET PRICE Manager of Custodial Services  
Bridget.Price@cookcountyil.gov  
**PHONE:** (312) 603-4171 office ; (312) 898-4346 (cell)  
**PROJECT/YEAR:** Comp. Land Services – Central Zone -All courts and hospitals 2016-2020  
Comp. Land Services - South Zone – All courts, Harvey Clinic, Sheriffs Garage  
(2021-2023 with 2 possible extensions)  
**ACREAGE:** Turf Mow + Maint. – 29 acres (current contract)



**EQUIPMENT - CITY ESCAPE GARDEN & DESIGN.**

**I.- (5) EQUIPMENT LIST PAGE 13**

<u>Item</u>	<u>Model</u>	<u>Quantity</u>	<u>Model</u>	<u>Serial No.</u>	
60' Tractor Standon Mower	ExMark	1	Staros S Series	406642845	Leased
60' Tractor Standon Mower	ExMark	1	Staros S Series	406642853	Leased
60' Tractor Standon Mower	ExMark	1	Staros S Series	406642846	Leased
60' Tractor Standon Mower	ExMark	1	Staros S Series	406710904	Leased
60' Tractor Standon Mower	ExMark	1	Staros S Series	406642869	Leased
52" Stand on Mower	ExMark	1	Staros S Series	406503302	Leased
52" Stand on Mower	ExMark	1	Staros S Series	406822259	Leased
52" Stand on Mower	ExMark	1	Staros S Series	406822299	Leased
52" Stand on Mower	ExMark	1	Staros S Series	406710573	Leased
52" Stand on Mower	ExMark	1	Staros S Series	406907033	Leased
52" Mower	Bob cat	1	Kaw	S/N 993400701821	Own
52" Stand on Mower	ExMark	1	Staros S Series	316632560	Own
52" stand on. Mower	Bobcat			91252001211	Own
52" Stand-on Mower	QuickCat	1	KAW22 hp FX691V	S/N: 91252001583	Own
48" Walk Behind	Bobcat	1	ProMower	3400702773-	Own
48" Walk Behind	Bobcat	1	ProMower	3400702773-	Own
48" Walk Behind	Bobcat	1		SN not visible	Own
48" Walk Behind	Bobcat	1	ProMower	93400701830	Own
22" Toro Push Mower		1	Toro	4900725358	Own
22" Toro Push Mower		1	Toro	402709455	Own
22" Toro Push Mower		1	Toro	Serial No. not readable	Own
22" Toro Push Mower		1	Toro	405201861	Own
22" Toro Push Mower		1	Toro	404544419	Own

<u>Power Tools</u>		<u>Quantity</u>	<u>Model</u>	<u>Serial No.</u>	
Angle Grinder and blades	BOSCH		GWS13-50VSP	7060032672	Own
Articulated Hedge Trimmer	Echo	1	HCA-266	T47314016793	Own
Articulated Hedge Trimmer	Stihl		HS	524164899	Own
Articulated Hedge Trimmer	Echo	1	HCA-2620	315005696	Own
Articulated Hedge Trimmer	Echo	1	HCA-2621	V00315005677	Own
Blower Battery		1	BGA200	Sn 522820769	Own
Gas Blower	Stihl	1	BR350	518931040	Own
Gas Blower	Stihl	1	BR350	514035824	Own
Gas Blower	Stihl	1	BR350	517881449	Own
Gas Blower	Stihl	1	BR350	510315737	Own
Gas Blower	Stihl	1	BR351	517881439	Own
Gas Blower	Stihl	1	BR351	518931034	Own

**EQUIPMENT - CITY ESCAPE GARDEN & DESIGN.**

Gas Blower	Stihl	1	BR350	516123144	Own
Gas Blower	Stihl	1	BR350	501315708	Own
Gas Blower	Stihl	1	BR350	506699444	Own
Gas Blower	Stihl	2	BR351	521762717	Own
Gas Blower	Stihl	1	BR350	510728952	Own
Gas Blower	Stihl	1	BR350	509129201	Own
Gas Blower	Stihl	1	BR430	522169116	Own
Gas Blower	Stihl	1	BR430	523144517	Own
Gas Blower	Stihl	1	BR430	523144495	Own
Gas Blower-Battery operated		1	AR3000	981282073	Own
Hedge Trimmer	Stihl	1	HS 82	182429620	Own
Hedge Trimmer	Stihl	1	HS 56	252845655	Own
Hedge Trimmer	Stihl	1	HS 56	184077208	Own
Hedge Trimmer	Stihl	1	HS 56	184077193	Own
Hedge Trimmer	XXXXXX	XXXX	XXXX		Own
Hedge Trimmer	Stihl	1	HS 56	183024460	Own
Hedge Trimmer	Stihl	1	H-56	NO Serial number	label
Hedge Trimmer	Stihl	1	HS82T	182429635	Own
Hedge Trimmer	Stihl	1	HS82R24	185036157	Own
Hedge Trimmer	Stihl	1	HS82R24	185192993	Own
Hedge Trimmer	Stihl	2	HS82R24	185192980	Own
Hedge Trimmer	Stihl	1	HS82R24	185192985	Own
Hedge Trimmer	Stihl	1	HS82R24	185193005	Own
Hedge Trimmer	Stihl	1	HS82R24	185193017	Own
Hedge Trimmer	Stihl	1	HS82T	184076943	Own
Hedge Trimmer	Stihl	1	HS82T	182715702	Own
Hedge Trimmer	Stihl	1	HS82T	181176687	Own
Hedge Trimmer	Stihl	2	HS82R24	185192980	Own
Line trimmer	STIHL	1	TRIFS111	519441362	Own
Line trimmer	STIHL	1	FS111RX	520677104	Own
Line trimmer	STIHL	1	FS111RX	521996104	Own
Line trimmer	STIHL	1	FS111RX	521996099	Own
Line trimmer	STIHL	1	FS111RX	521467638	Own
Line trimmer	STIHL	1	FS111RX	522445959	Own
Line Trimmer	ECHO	1	SRM-230	T49514101539	Own
Line Trimmer	ECHO	1	SRM-230	T49514101594	Own
Line Trimmer	Stihl	1		518929464	Own
Line Trimmer	Stihl	1		515903058	Own
Line Trimmer	echo	1	SRM-230	T49514101538	Own
Line Trimmer	STIHL	1	TRI FS 111R	515903059	Own
Line Trimmer	Stihl	1		518929491	Own
Line Trimmer	Stihl	1		515564437	Own
Line Trimmer	Stihl	1		519441362	Own
Line Trimmer	Stihl	1		518929469	Own
Line Trimmer	STIHL	1	TRI FS 111R	518929471	Own
Line Trimmer	Stihl	1		522445959	Own
Line Trimmer	Stihl	1		521996101	Own
Line Trimmer	STIHL	1	TRI FS 111R	516288400	Own
Line Trimmer	Stihl	1	TRIFS111	518929469	Own

**EQUIPMENT - CITY ESCAPE GARDEN & DESIGN.**

Line Trimmer	Stihl	1	521996103	Own
Line Trimmer	Stihl	1	521996103	Own
Long Neck Trimmer	Stihl	1	T95515002581	Own
Long Neck Trimmer	Stihl	1	T95515002581	Own

**VEHICLES/TRAILERS**

2016 CHEVY SPARK		1	KL8CB6SA5GC551140	Own
2020 CHEVY SPARK		1	KL8CB6SA5LC421885	Own
2004 GMC STAKE TRUCK-Reg Cab		1	1GBJC34U94E309456	Own
2006 TRUCK #3 PU		1	3GCEC14X46G221535	Own
2009 Silveratdo Ext Cab TR#5		1	1GCCE19089E108789	Own
2009 Silveratdo PU TR# 7		1	1GCCE14X59Z219992	Own
2017 Siverado Stake Crew cab		1	1GB3CYCG9HF179874	Own
2014 Silverado DumpTruck RegCab (9')		1	1GB3CZCG0EF143413	Own
2015 Silverado PU Crew Cab		1	1GC1CUEG3FF164471	Own
2014 Siverado Dump Truck RegCab (11')		1	1GB3CZCG1EF130198	Own
2019 Silverado Ext Cab Dump Truck		1	1GB4CVCG1KF207371	Own
1991 GMC TOPKICK/WATER TRUCK		1	1GDM7H1J6MJ501733	Own
2017 Silverado PU Truck Reg cab		1	1GC0CUEG8HZ282867	Own
2015 Silverado Dump Crew Cab		1	1GB4CYCG6FF526708	Own
2019 Siverado PU Crew cab		1	2GC2CREG9K1152781	Own
2013 DumpTruck 2 Crew Cab		1	1GB4CZCG3DF197436	Own
2013 Fiat 2D Hatchbk-		1	3C3CFFAR0DT560349	Own
2015 Silverado PU Crew Cab		1	1GC1CUEG2FF144213	Own
2019 Siverado PU Crew cab		1	2GC2CREG4K1155975	Own
2019 Silvereado Ext Cab Dump Truck		1	1GB4CVCG1KF207371	Own
2021 Chevrolet 2500 Double Cab Pickup		1	1GC5YLE75MF204690	Own
2021 Chevrolet 2500 Double Cab Pickup		1	1GC5YLE72MF204310	Own
2021 Chevrolet 2500 Double Cab Pickup		1	1GC5YLE75MF204768	Own
2021 Chevrolet 2WD Reg cab		1	3GCNWAEF2MG340341	Own
2021 Chevrolet Silver Reg Cab		1	3GCNYAEK4MG324780	Own
TRAILER - FLATBED (T18)		1	1UK500J2171063176	Own
TRAILER - 2016 DISCOVERY (PULL)		1	ID9311422G1713561	Own
TRAILER -2018 DISCOVERY (PULL)		1	7g1h1142XJ1000204	Own
TRAILER -2019 DISCOVERY (PULL)		1	7G1BE1427LE005169	Own
TRAILER -2019 DISCOVERY (PULL)		1	7G1BE1428LE005181	Own
TRAILER - 2021 FLAT BED TRAILER		1	4P5CC2025M3052848	Own
TRAILER 2021 RHINO TRAILER 7X16 wedge		1	7NPRE1628ME001144	Own
TRAILER 2021 RHINO TRAILER 7X18 7000#		1	7NPRE1823ME001470	Own
TRAILER 2022 LEGEND TRAILER 7X15 7000		1	1L9BE1526N1317111	Own
TRAILER 2022 US CARGO TRAILER 7X16 11		1	5NHUTS622NW079409	Own
TRAILER 2021 PRIME CARGO 7x12		1	7NPRE1228ME001442	Own
TRAILER 2021 PRIME CARGO 7x12		1	7NPRE1222ME001839	Own
ARROW BOARD - TRAILER		1	5F11S1011D1000357	Own
ARROW BOARD - TRAILER		1	5F11S1011D1000360	Own
ARROW BOARD - TRAILER		1	5F11S1013E1001964	Own
ARROW BOARD - TRAILER		1	0093AB08	Own
PAC-VAN 20' CONTAINER-MID'		1		Own
PAC-VAN 20' CONTAINER-O'HA		1		Own
SKIDSTEER	Bobcat	1	ATF211618	Lease