VILLAGE OF GLENCOE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated as of the 19th of April, 2019, and is by and between the VILLAGE OF GLENCOE, an Illinois non-home rule municipal corporation ("Village"), and the Contractor identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s statutory and non-home rule powers, the parties agree as follows:

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The Village desires to engage the Contractor identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Contractor Name ("Contractor"): Milieu Landscaping, Inc.

Address: 48 E. Hintz Rd. Wheeling, IL 60090

Telephone No.: (847) 465-1160

Email: allison@milieuland.com

Project Name/Description: Annual landscape maintenance services for the Village of Glencoe

Agreement Amount: $41,250

B. Project Description. Landscape maintenance services for the Village of Glencoe.

C. Representations of Contractor. The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services that are set forth in the Exhibit B ("Services") in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Contractor. The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services.

B. Services. The Village seeks a Contractor to deliver comprehensive landscape maintenance services ("Service"). The Service will be carried out in a thorough and workmanlike manner. A detailed scope of services are laid out in Exhibit A and Exhibit B.

C. Commencement: Time of Performance. The Contractor shall commence the Services beginning upon April 22, 2019, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Contractor shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village,
but in no event later than the date that is 15 days after the Commencement Date ("Time of Performance"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Contractor shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

D. Engagement Term. The Agreement shall be in effect for one (1) year from the date of the award. The Village of Glencoe reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, the Village of Glencoe reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

The Contractor may increase the rates and charges that comprise the Agreement Price each year on the anniversary of the Commencement Date by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Naperville-Elgin, IL-IN-WI Core Based Statistical Area issued by the United States Department of Labor between January 15th of the preceding calendar year and January 15th of the current calendar year; provided, however, that no increase in the Agreement Price may exceed 2.5% of the previous year. The Contractor must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the anniversary of the Commencement Date.

E. Reporting. The Contractor shall regularly report to the Superintendent, or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Contractor shall submit monthly invoices in an approved format to the Village for costs incurred by the Contractor in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in Exhibit C. All payments for the Services will be made by the Village in conformance with the requirements of the Local Government Prompt Payment Act (50 ILCS 505). The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Contractor, if necessary. The Village will not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Contractor. Contractor shall be required to reimburse the Village for any such taxes paid. Failure of Contractor to comply with the provisions of this Section shall entitle the Village to withhold or recover from Contractor the costs thereof.

C. Records. The Contractor shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.
D. Claim In Addition To Agreement Amount.

1. The Contractor shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Contractor acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.0.1 of this Agreement shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.4 of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL: SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Contractor. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Contractor shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Contractor shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Contractor shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. No subcontracting will be permitted for regular daily custodial service. Subcontracting may be permitted for specialty services and must be pre-approved by the Superintendent and Deputy Chief, or his/her designee.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Contractor shall immediately upon notice from the Village remove and replace such
personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Contractor represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized contracting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Contractor agrees to indemnify, save harmless and defend the Village of Glencoe and its elected and appointed officials, employees, agents, Contractors, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney’s fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the Service covered by this project. The foregoing indemnity shall apply except if such injury is caused by the willful and wanton conduct of the Village of Glencoe its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable Insurance required of the Contractor.

C. Insurance.
   A. Minimum Levels of Insurance
      1. Comprehensive or Commercial General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
      2. Property Damage insurance to the extent of $100,000/$500,000 including coverage for XCU.
      3. Employers Liability insurance of $2,000,000.
      4. Bodily Injury Insurance of $200,000/$500,000.
      5. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage for owned vehicles and non-owned vehicles.
      6. Worker’s Compensation coverage as required by the Industrial Insurance Laws of the State of Illinois.

   B. Other Provisions
The policies are to contain, or be endorsed to contain, the following provisions:
   1. General or Commercial Liability and Automobile Liability Coverages
      a. The Village, its officials, employees and volunteers are to be covered as additional insureds with respect to: 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, employees or volunteers.
      b. The contractor’s insurance shall be primary insurance with respect to the Village, its officials, employees and volunteers. Any insurance or self-
insurance maintained by the Village, its employees or volunteers shall be
excess of the contractor’s insurance and shall not contribute with it.
c. Any failure to comply with reporting provisions of the policies shall not affect
coverage provided to the Village, its officials, employees or volunteers.
d. Coverage shall state that the 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.

2. All Coverages
   a. Each insurance policy required by this clause shall state that coverage shall
      not be canceled by either party except after thirty (30) days prior written
      notice has been given to the Village.

3. Acceptability of Insurers
   a. Insurance is to be placed with insurers with a current Bests’ rating of A- or
      better, or with an insurer acceptable to the Village.

4. Verification of Coverage
   a. Contractor shall furnish the Village with certificates of insurance and copies
      of actual insured endorsements affecting coverage required by this clause.
      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 and shall
      name the Village, its officials, employees and agents as “additional insureds”
      except for coverages identified above. The certificates are to be received and
      approved by the Village before work commences. The Village reserves the
      right to require complete, certified copies of all required insurance policies at
      any time.

5. Subcontractors
   a. Contractor shall include all subcontractors as insured under its policies or
      shall require subcontractors to provide their own coverage. All coverages for
      subcontractors shall be subject to all of the requirements stated herein.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally
liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION 7. CONTRACTOR AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and
performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create
the relationship of principal and agent, employer and employee, partners, or joint venturers between the
Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the
Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge: (1) no
elected or appointed Village official, employee or agent has a personal financial interest in the business
of the Contractor or in this Agreement, or has personally received payment or other consideration for this
Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or
associated with Contractor has any interest that would conflict in any manner or degree with the
performance of the obligations under this Agreement; and (3) neither Contractor nor any person
employed by or associated with Contractor shall at any time during the term of this Agreement obtain or
acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. **Compliance With Laws and Grants.**

1. **Compliance with Laws.** The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement or the Services. Further, the Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor’s, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. **Default.** If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services
in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Contractor.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

**G. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

**H. Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Contractor to, vendors shall be subject to the approval of the Village Manager. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Contractor without the knowledge and approval of the Village Manager.

**I. Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance and completion of the Services and with any other Contractors engaged by the Village.

**J. News Releases.** The Contractor shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

**K. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Contractor in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village.

**SECTION 8. GENERAL PROVISIONS.**
A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Contractor in accordance with all applicable statutory procedures.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Contractor, and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.4, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

   Village of Glencoe
   675 Village Ct.
   Glencoe, Illinois 60022
   Attention: Don Kirk, General Superintendent

   With a copy to:

   Holland & Knight LLP
   131 S. Dearborn, 30th Floor
   Chicago, Illinois 60603
   Attention: Steve Elrod, Village Attorney

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

   Milieu Landscaping, Inc.
   48 E. Hintz Rd.
   Wheeling, IL 60090
   Attention: Brian Frank

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.
F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement 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 Agreement 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. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Contractor. The Contractor hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa,

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this
Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through C attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two original counterparts as of the day and year first written above.
(SEAL)

Attest/Witness  VILLAGE OF GLENCOE

By: [Redacted]  By: [Redacted]

[Redacted] Deputy Village Clerk  Title: Village Manager

Attest/Witness  CONTRACTOR

By: [Redacted]  By: [Redacted]

[Redacted] Owner /GM  Title: Client Care Manager

4/20/19
EXHIBIT A – SPECIFICATIONS

Overview
Landscape maintenance includes mowing, trimming, edging, planting, fall and spring cleaning of landscape beds, sod restoration, snow plow damage repair, tree trimming (excludes parkway trees), watering, holiday light installation and maintenance.

In addition to landscaping services throughout the Village, there are occurrences when grass mowing services are required for abandoned and foreclosed homes. The mowers are not required to catch the grass clippings for this work. This occurs approximately 10 times per year.

Schedule will typically be two (2) days a week for thirty (30) or more weeks. Preferred days of the week are Mondays and Tuesdays or Mondays and Fridays.

Scope
Landscape maintenance is separated into eight task groups, which includes:

- Perform general maintenance
- Perform turf maintenance
- Perform horticultural maintenance services
- Install landscape material
- Maintain trees and shrubs
- Restoration and repair
- Property maintenance clean-up and landscaping services

General Maintenance

For areas identified, the Vendor shall provide installation of annual and fall plantings. This shall include the purchase and installation of annual plants approved and procured by the Village.

The pricing shall include all labor, materials, equipment, and tools necessary to provide adequate staff supervision to complete the landscape maintenance in an acceptable manner to the Village, meeting or exceeding the quality of standards as identified herein.

The Village reserves the right to modify, increase or decrease the quantity of materials, the frequency and/or the number of tasks, including locations requiring landscape maintenance upon sixty (60) days written notice. Saturdays and Sundays may be used for rain days. No work is permitted on holidays.

The Village shall provide, at no cost to the Vendor, water for the watering of plants and sod identified in the specifications. Water shall be supplied at the Village of Glencoe’s Public Works Facility located at 325 Temple Ct., Glencoe IL, 60022. The Vendor may obtain water during the hours of 7 am to 3 pm, Monday through Friday.
Public Works will have the option of performing the work needed after hours to eliminate any trip hazards in the downtown Central Business District, or requesting the Vendor to perform said work during regular business hours; any replacement bricks needed shall be provided by Public Works.

**Turf Maintenance**

Turf Operations should keep the turf-identified locations, where applicable, green and free of weeds. The Vendor shall apply weed and pest controlling chemicals, aerate the ground, mow, edge curbs and walks, and fertilize the turf. Maps are provided in Exhibit B that document the applications that are needed and the approximate date they should be provided as well as the turf operations tasks.

**Horticultural Maintenance**

The purpose of these operations is to maintain the landscape material in an appealing and healthy manner. To accomplish this, the Vendor shall be responsible for:

- Cultivating soil in flower beds and planter pots
- Applying weed controlling chemicals
- Watering of plant material
- Weeding beds and planter pots
- Inspecting and maintaining plant material
- Rejuvenating mulch
- Removing annual and fall plants at the end of their seasons
- Replacing any annual plants that die

The Village shall have final authority to determine whether plants are being maintained in the above-referenced condition, and whether a plant is in need of replacement. The Village shall provide the Vendor all water necessary for fulfilling the terms of the contract, and for no other purpose. All Vendor watering trucks shall fill with water at the Public Works Facility; the Vendor shall not fill its watering trucks from fire hydrants. See the map provided in Exhibit B for the number of horticulture maintenance task occurrences.

**Landscape Material Installation**

The goal of the landscape plant material installation is to install annual and fall plants to provide an aesthetically pleasing atmosphere to the Village. Diagrams showing species/variety and color planting patterns for each bed and planter pot will be authorized by the Public Works department prior to Spring and Fall Planting. Changes or deviations in plant species, variety, color, size and planting patterns shall require prior approval by the Director of Public Works or his designee. Debris shall not be disposed of into trash receptacles in the CBD or at outlying sites.

**Tree and Shrub Maintenance Operations**

Tree and shrub maintenance work includes:

- Perform maintenance of the ornamental trees, evergreens and shrubs
- Provide emergency tree trimming
- Trim trees, excludes parkway trees
- Water trees
- Prune trees

Treatment of any disease or pest infestation shall be done only upon written authorization from the General Superintendent or his/her designee. Any treatment performed without the written authorization of the General Superintendent or his/her designee will not be paid by the Village.

Hazardous tree conditions (i.e., broken, hanging, large deadwood, blocking traffic) require immediate attention. Tree trimming required because of sight obstructions or trees falling on property requires attention as soon as possible. All tree trimming debris will be removed at the end of each work day and disposed of by the Vendor at his/her expense. The Village, may at its own discretion, allow brush to be neatly stacked over-night, but under no circumstances is brush to be left for more than one night, over a weekend, holiday, or constitute a hazard of any type.

Restoration and Repair

Sod restoration and snow plow damage repair are also included in the scope of landscape maintenance. Sod restoration includes:

- Sod installation
- Initial watering
- Watering two days after installation
- A third watering five days after installation

The sod used shall be approved grass that is native to the locality of the work. Work will be completed during two time periods. The first work phase will be May 3-June 16 of each contract year. The second response will be September 1-October 31 of each contract year. Within one week of completion of the required work, a final inspection will be made.

Snow plow damage repairs includes:

- Basic site repair
- Installation of black dirt
- Sowing of grass seed

The Vendor shall dispose of surplus and waste materials resulting from grading, ground preparation, and snowplow damage repair operations. Such disposal shall be incidental to the contract.

No claim will be allowed by the Vendor for extra work or material unless some change in, or addition to the work requiring additional outlay by the Vendor is ordered by writing by the Village. The Vendor will be paid only for that area approved by the Village for replacement. If the Vendor believes that the area to be sodded should be increased to do a better job, no payment will be made for the increased area unless the Vendor received approval from the designated representative of the Village.

Property Maintenance Landscaping Services

Periodically, the Village will order clean-up and landscaping services for empty and abandoned lots. The Vendor must respond to these orders within 48 hours and follow the appropriate requirements outlined in turf, tree and shrub, and general maintenance sections.
The work includes, but is not limited to:

- Mowing of the lawn
- Trimming of bushes
- Pick-up and removal of all debris and other similar services
- Disposing of debris
- Re-secure fencing
EXHIBIT B – LOCATION OF SERVICES
Maintenance Codes
Each letter corresponds with an individual activity to be completed:

A- Mowing
B- Pruning
C- Trimming
D- Bed Maintenance
E- Watering
F- Weed Control
G- Trash Collection
H- Litter Pickup
I- Mulching
J- Dead Heading
K- Edging
L- Planting Flowers
M- Fertilizer Application
N- Drainage Maintenance
O- Cleanup
P- Fence Line Trimming

Landscaping Maintenance Areas
Village of Glencoe
### EXHIBIT C – UNIT PRICE

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Man Hours</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Maintenance Services</td>
<td>900</td>
<td>$35.95</td>
<td>$32,355</td>
</tr>
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<td><strong>Total</strong></td>
<td></td>
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