

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYS-LAKE
BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from landscaping contractors for the following project:

LANDSCAPING CONTRACT #2

Sealed bids for this contract must be received before 11:10 A.M. on Monday, February 29, 2016, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and project drawings and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents. The Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis
Published in Daily Herald
Feb. 16, 2016 (4432614)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the DAILY HERALD. That said DAILY HERALD is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published February 16, 2016 _____ in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Laurel Baltz
Authorized Agent

Control # 4432614

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYS-LAKE
BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from landscaping contractors for the following project:

LANDSCAPING CONTRACT #3

Sealed bids for this contract must be received before 11:20 A.M. on Monday, February 29, 2016, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and project drawings and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or

www.villageofgrayslake.com.

It is the responsibility of the bidder to meet all requirements of the bid documents. The Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis
Published in Daily Herald
Feb. 16, 2016 (4432617)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Daula Baltz
Authorized Agent

Control # 4432617

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYS-LAKE

BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from landscaping contractors for the following project:

LANDSCAPING CONTRACT #4

Sealed bids for this contract must be received before 11:30 A.M. on Monday, February 29, 2016, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and project drawings and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com.

It is the responsibility of the bidder to meet all requirements of the bid documents. The Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis
Published in Daily Herald
Feb. 16, 2016 (4432621)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

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IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Laula Baltz
Authorized Agent

Control # 4432621



VILLAGE OF GRAYSLAKE

CONTRACT

2016 LANDSCAPE MAINTENANCE CONTRACT #1

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder TGF Enterprises, Inc ("Bidder")
Principal Office Address 530 North Avenue, Libertyville, IL 60048
Local Office Address 530 North Avenue, Libertyville, IL 60048
Contact Person Tom Flader Telephone Number 847-968-2524

TO: Village of Grayslake ("Owner" or "Village")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis
Village Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Project Specifications
- D. Certifications of Insurance Coverage

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. **General Standard.** All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.

2. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other

means and items necessary for the WORK at the WORK SITE.

3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;

5. **Taxes.** Pay all applicable federal, state, and local taxes;

6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and

7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies,

tools, appliances, devices, processes, or inventions are included in this Schedule of Prices

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall

have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, (30) days after Bidder receives such notice from the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

- C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may

evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty days after, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall

be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this

The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder 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 Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of

the Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any

such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such

obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property.
The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 15th day of March, 2016.

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 21st day of March, 2016.

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

VILLAGE OF GRAYSLAKE

By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS

- I. Project: Please see Attachment C.
- II. Work Site: Village of Grayslake
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: November 30, 2016 (see Attachment C for additional stipulations)
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability:
\$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

ATTACHMENT A

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements including the completion of Attachment D (Certifications of Insurance Coverage).

IX. Per Diem Administrative Charge:

A. ~~General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.~~

X. Contract Bonds Required:

No

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

SCHEDULE OF PRICES

Contract #1

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEMS			UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION	
Maintenance: Village Property								
1	Lake Street Metra Station (North and South Lots, and Section of South Lake St. to subdivision entrance)	SY	Acres					
	- Mowing	13,700	2.8	Round	14	\$ 75	\$ 1050 ⁰⁰	
	- Weeding			Round	14	\$ 75	\$ 1050	
	- Debris Removal			Round	14	\$ 34	\$ 476	
	- Mulching			Round	2	\$ 200	\$ 400	
	- Edging Landscaped Areas			Round	2	\$ 80	\$ 160	
	- Pruning			Round	1	\$ 75	\$ 75	
	- Spring Clean Up			Round	1	\$ 1050	\$ 1050	
							Subtotal	\$ 4261
	2	Washington Street Metra Station	SY	Acres				
- Mowing		11,200	2.3	Round	14	\$ 75	\$ 1050	
- Weeding				Round	14	\$ 200	\$ 2800	
- Debris Removal				Round	14	\$ 34	\$ 476	
- Mulching				Round	2	\$ 750	\$ 1500	
- Edging Landscaped Areas				Round	2	\$ 80	\$ 160	
- Pruning				Round	1	\$ 225	\$ 225	
- Spring Clean Up				Round	1	\$ 1000	\$ 1000	
						Subtotal	\$ 7211	

		SY	Acres				
3	Memorial Park						
	- Mowing	7,500	1.5	Round	14	\$ 40	\$ 560
	- Weeding			Round	14	\$ 60	\$ 840
	- Debris Removal			Round	14	\$ 34	\$ 476
	- Mulching			Round	2	\$ 40	\$ 80
	- Leaf Mulching			Round	6	\$ 150	\$ 900
	- Edging Landscaped Areas			Round	2	\$ 65	\$ 130
	- Pruning			Round	1	\$ 160	\$ 160
	- Spring Clean Up			Round	1	\$ 600	\$ 600
						Subtotal	\$ 3710
4	Nordic Park						
	- Mowing	1,850	0.4	Round	14	\$ 40	\$ 560
	- Weeding			Round	14	\$ 45	\$ 630
	- Debris Removal			Round	14	\$ 10	\$ 140
	- Mulching			Round	2	\$ 40	\$ 80
	- Edging Landscaped Areas			Round	2	\$ 40	\$ 80
	- Pruning			Round	1	\$ 75	\$ 75
	- Spring Clean Up			Round	1	\$ 400	\$ 400
						Subtotal	\$ 1965
5	Aquatic Center						
	- Mowing	11,050	2.3	Round	14	\$ 50	\$ 700
	- Weeding			Round	14	\$ 180	\$ 2520
	- Debris Removal			Round	14	\$ 20	\$ 280
	- Mulching			Round	2	\$ 500	\$ 1000
	- Edging Landscaped Areas			Round	2	\$ 90	\$ 180
	- Pruning			Round	1	\$ 180	\$ 180
	- Spring Clean Up			Round	1	\$ 1200	\$ 1200
						Subtotal	\$ 6060
	Total =	43,450	9.0				

Maintenance: Village Right-of-Way (MFT)							
6	Downtown Grayslake	SY	Acres				
	- Mowing	2,444	0.5	Round	14	\$ 30	\$ 420
	- Weeding			Round	14	\$ 75	\$ 1,050
	- Debris Removal			Round	14	\$ 10	\$ 140
	- Mulching			Round	2	\$ 300	\$ 600
	- Edging Landscaped Areas			Round	2	\$ 136	\$ 272
	- Pruning			Round	1	\$ 300	\$ 300
	- Spring Clean Up			Round	1	\$ 380	\$ 380
	Total =	2,444	0.5				Subtotal \$ 3,162
	Contract #1 Totals =	45,894	9.5				26,405
Alternate							
	Dandelion Removal	171,500	35.4	Round	1	\$ 2655 ⁰⁰	\$ 2655 ⁰⁰
	Total =	171,500	35.4				

TOTAL CONTRACT PRICE (excluding Alternate):

twenty six thousand, _____ Dollars
(in writing) four hundred and five

and zero Cents
(in writing)

26,405 _____ Dollars
(in figures)

and 0 Cents
(in figures)

SPECIAL PROVISIONS - (Contract #1)

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" and the relating "Highway Standards – Revision 213", adopted January 1, 2012 or latest addition, (hereinafter referred to as the Standard Specifications). In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

AWARD OF CONTRACT

Bidder's Proposal shall include a unit price and total for each and every item found in the Schedule of Prices in order to be eligible for the award of contract. The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

CONTRACT TIME and START TIME

Contractor shall perform the Work beginning on April 1st, 2016 through November 30th, 2016. Upon mutual agreement between the parties, the Contract may be extended through November 30th, 2017. If the Contract is extended, the unit prices may increase by the Chicagoland Consumer Price Index as defined by the United States Bureau of Labor Statistics, but no more than 2% upon mutual agreement between the parties.

DESCRIPTION OF WORK

The Work described in these specifications consists of performing Landscape MAINTENANCE: VILLAGE PROPERTY AND MAINTENANCE: VILLAGE RIGHT-OF-WAY (MFT) and the following tasks at each of the listed locations when specified by the Village Representative; MOWING, WEEDING, DEBRIS REMOVAL, MULCHING, LEAF MULCHING, EDGING LANDSCAPED AREAS, PRUNING, SPRING CLEAN UP and DANDELION REMOVAL.

Each of the above listed MAINTENANCE tasks has a corresponding quantity in units of *Rounds*. Rounds are specific to each individual Landscape location and one Round is completed at a specific location when all of the requested Landscape Maintenance activities at that location have been completed to the satisfaction of the Village Representative.

SCOPE OF WORK

The Landscape Maintenance Program has been developed to promote healthy, natural growing conditions and to keep landscaped areas free of debris and garbage.

If, during the CONTRACT TIME, any disease, infestation, storm damage, and/or vandalism are observed, Contractor shall immediately notify Village Representative and provide a recommendation, including cost estimate, for remediation. Remediation will be completed only upon written authorization from Village Representative and will be in addition to the base contract amount.

MAINTENANCE

A. Description of Work

As directed by the Village Representative, the Contractor shall complete only the listed activities at the locations in this contract and to the satisfaction of the Village Representative.

1) MOWING: (14 Rounds)

As directed by Village, Contractor shall mow and remove clippings from all turf areas or use mulching mower to keep paved areas clean of debris at all times. Grass shall be cut to a height of 2" – 3" based on weather conditions. Contractor shall collect all garbage and debris from mowing areas prior to mowing. Any garbage or debris mowed over by the Contractor shall be collected after mowing. Any large or bulky garbage or debris shall be reported to the Village Representative and the Village shall be responsible for the removal.

2) WEEDING: (14 Rounds)

Weed all tree rings, shrubs, and planting beds.

3) DEBRIS REMOVAL: (14 Rounds)

Remove all landscape debris / garbage from all landscaped areas indicated in the contract.

4) MULCHING: (2 Rounds)

Overturn all mulch in tree rings, shrubs, and planting beds (as required). Tree rings, shrubs, and planting beds abutting paved surfaces shall be kept below the height of the pavement so that mulch does not spill and/or wash out and onto the pavement.

Then place new mulch (match existing type/color of mulch) as needed or directed by the village representative in areas which the mulch is missing, sparse, or faded; tree rings, shrubs, and planting beds.

5) LEAF MULCHING: (6 Rounds)

Remove leaves from Memorial Park; dispose of offsite.

6) EDGING LANDSCAPED AREAS: (2 Rounds)

- Edge all turf adjacent to sidewalks or concrete with a blade – driven power edger.
- Spade edge all tree rings and planting beds.
- These edges should be 5 – 6 inches deep.

7) PRUNING: (1 Round)

Prune all trees, shrubs, and perennials (as required). Damaged or broken branches or limbs within 15 feet of the ground should be pruned and removed.

8) SPRING CLEAN UP: (1 Round)

A spring clean up shall be performed at the beginning of the season. Spring Clean Up shall be comprised of tasks described previously under the sections Weeding, Debris Removal, Mulching, Edging Landscaped Areas, and Pruning. This work is in addition to any rounds estimated for each of these component tasks.

All maintenance rotations shall take place in conjunction with mowing rotations.

B. Locations

1) Village Property

This section shall include the locations (Item No. 1 – 5) listed under the heading MAINTENANCE: VILLAGE PROPERTY in the Schedule of Prices.

Contractor shall be responsible for identifying all locations and site conditions.

2) Village Right-of-Way (MFT)

This section is designated as MFT because Motor Fuel Tax funds will be used to pay for work completed in the described areas.

This section includes only one location (Item No. 6) listed under the heading MAINTENANCE: VILLAGE RIGHT-OF-WAY (MFT) in the Schedule of Prices.

DANDELION REMOVAL

Contractor shall supply broadleaf weed pre-emergent herbicide (Isoxaben or approved equal) to be applied to 171,500 square yards of turf grass in the public right-of-way (ROW) at 15 locations

to eliminate germination of dandelions. This work shall be completed before May 1st, 2016. The locations are as follows:

1. Atkinson Road ROW (120 to Washington)
2. Frederick Road ROW (Atkinson to 83)
3. Pump Station
4. Public Works
5. Downtown ROW (Center from railroad tracks to Lake St; Hawley, Whitney and Slusser from Hawley to S. alley)
6. Aquatic Center
7. Lake St. Metra
8. Washington St. Metra
9. Skate Park
10. Community Garden
11. Center St. (RR to 83)
12. Center St. ROW (N. Side from 83 to 100' east of Buckingham)
13. Drury Lane ROW (Lake St to Carillon North Golf Course Entrance)
14. Shorewood Road ROW (Lake to Churchill)
15. Lake St. ROW (Shorewood to Village Station Dr.)

CONTROL OF WORK

A. Coordination With Village

During each Round, Contractor shall submit by an agreed method a Schedule of Work Locations (daily) and report completion of the same to Village Representative at the conclusion of that day. Schedule of Work forms are provided by the Village Representative.

Failure to coordinate with Village may result in a deduction from invoice owed the Contractor.

B. Traffic Control

Contractor shall be responsible for providing required traffic controls whenever Contractor-owned vehicles or equipment are parked or working adjacent to public roadways.

• Traffic control devices shall comply with the following Standard Specifications, Highway Standards:

- 701901-01

Attachment C
2016 Landscape Maintenance Program

• Lane closures shall be in accordance with the following Standards Specifications, Highway Standards:

- 701301-03
- 701501-05

The cost of traffic control shall not be paid for separately but shall be considered incidental to the unit price for the work being performed.

FUNDING SOURCE

The items listed under the heading MAINTENANCE: VILLAGE RIGHT-OF-WAY (MFT) in the Schedule of Prices are funded with Motor Fuel Tax funds and are subject to all requirements set forth by the State of Illinois.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once Village Representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the unit price per item for MAINTENANCE: VILLAGE RIGHT-OF-WAY (MFT) and MAINTENANCE: VILLAGE PROPERTY as specified in the Schedule of Prices.

Work that is stated in this contract that does not get completed or does not meet the contract specifications according to the Village Representative, will be deducted from the corresponding rounds' invoice.

All invoices shall include the following: 1) item number, 2) location, 3) date completed, 4) unit price, and 5) total price. This Contract does not guarantee that every location will be mowed each rotation.

