

RESOLUTION 2011-030

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A CONTRACT WITH ACRES GROUP FOR THE 2011 VHAC LANDSCAPE MAINTENANCE CONTRACT IN AN AMOUNT NOT TO EXCEED \$41,233**

**WHEREAS**, the President and Board of Trustees desire to maintain the Village's infrastructure; and

**WHEREAS**, the work to be completed within this contract includes landscape maintenance at the Vernon Hills Athletic Complex (VHAC); and

**WHEREAS**, the 2011 VHAC Landscape Maintenance Contract was publicly bid and opened on March 7, 2011 with Alaniz Landscape of Elgin, Illinois being the low bidder in the amount of \$37,576, but due to past poor performance, and being fired from previous work with the Village, we do not recommend them for this contract work; and

**WHEREAS**, the 2011 VHAC Landscape Maintenance Contract was publicly bid and opened on March 7, 2011 with the Acres Group of Wauconda, Illinois submitting the second lowest qualified bid in the amount of \$41,233; and

**WHEREAS**, \$79,900 was budgeted in the VHAC Bldg & Grounds Mtn Svc account #0115110 520600; and

**WHEREAS**, Acres Group is qualified to do the work.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

**THAT** the Village Manager is authorized to execute a contract with Acres Group of Wauconda, IL for the 2011 VHAC LANDSCAPE MAINTENANCE CONTRACT; and

**THAT** the Finance Director is authorized to issue a purchase order to Acres Group in the amount not to exceed \$41,233; and the Village Manager is authorized to make payments.

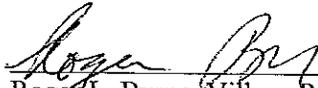
I have hereunto set my hand and seal the 15<sup>th</sup> day of March 2011.

Adopted by roll call vote as follows:

AYES: 5 – Schultz, Schwartz, Koch, Hebda, Marquardt

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Williams

  
Roger L. Byrne, Village President

PASSED: 3/15/2011

APPROVED: 3/15/2011

ATTEST: 3/16/2011

  
Michael Allison, Village Clerk



Acres  
March 2011



## Village of Vernon Hills

Contract Document For

### 2011 VHAC Landscape Maintenance Contract

Bid Opening Date: .....March 7, 2011  
Bid Opening Time: .....10:15 AM  
Bid Opening Location: .....Vernon Hills Village Hall  
Bid Security: .....5% Cashiers Check or Money Order or Bid Bond

Contract Commence Date: .....April 1, 2011  
Contract Completion Date: .....November 11, 2011

Obtain information from and submit bids to:

David H. Brown, P.E.  
Director of Public Works  
Village Engineer  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061  
(847) 918-3562

A handwritten signature in black ink, appearing to read "DHB", with a long horizontal flourish extending to the right.

David H. Brown, P.E.  
Director of Public Works  
Village Engineer  
Date: January 12, 2011

**INVITATION TO BID  
FOR  
Vernon Hills – 2011 VHAC Landscape Maintenance Contract**

**TIME AND PLACE FOR SCHEDULED OPENING OF BIDS:** Sealed bids for the improvements described below will be received at:

**Village of Vernon Hills  
Village Hall  
290 Evergreen Drive  
Vernon Hills, Illinois 60061**

Until 10:15 AM, Monday, March 7, 2011 at which time they will be publicly opened and read.

Bids should be submitted in a sealed envelope that is clearly marked on the outside -- **BID-2011 VHAC LANDSCAPE MAINTENANCE CONTRACT**. There shall be 2 copies of the proposal provided in the sealed envelope.

**AVAILABILITY OF CONTRACT DOCUMENTS:** Specifications, Bid Forms and other Contract Documents may be obtained from:

**THERE WILL BE NO CHARGE FOR BID PACKETS SENT ELECTRONICALLY.** To receive electronically please send an e-mail request to [carissah@vhills.org](mailto:carissah@vhills.org).

There will be a \$20.00 charge to receive an original bid packet from Village of Vernon Public Works Department, 490 Greenleaf Drive, Vernon Hills, Illinois 60061.

**BID SECURITY, BOND, AND INSURANCE:**

A. Proposal Guarantee. No Proposal will be accepted unless accompanied by a certified check, cashier's check, bid bond, or cash in the amount of not less than five percent of the bid, payable to the Village of Vernon Hills, as guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bond within ten days after the award of contract.

B. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by the Contract upon award of the Contract.

**PRE-BID MEETING:** A Pre-Bid meeting will be held Thursday March 3 at 10:00 am at the Village Hall located at 290 Evergreen Drive in Vernon Hills. Village representatives will be on hand to review the specifications and answer questions.

**CONSTRUCTION SCHEDULE:** Work may commence April 1, 2011 and shall be completed no later than November 11, 2011.

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Bidders. The Owner reserves the right to accept the bid that is, in its judgment, the best and most favorable to the interests of the Owner and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted or in the Invitation for Bids process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their bids.

BY ORDER OF THE BOARD OF TRUSTEES  
Village of Vernon Hills, Illinois

## **INSTRUCTIONS TO BIDDERS**

### **1. Scope of Work**

The project is maintenance of landscaping on the Village of Vernon Hills portion of the Vernon Hills Athletic Complex. This maintenance will include but not be limited to mowing, trimming, weeding, and landscape maintenance described within this bid packet. Complete specifications as to these tasks are within the Special Provisions. The following specifications describe all operations required for the proper maintenance of the site. These specifications will be used by Owner to evaluate Work performed under this Contract for acceptability for payment. Timing and frequency of all operations are specified in the Calendar of Operations (Attachment C) unless otherwise specified in this Attachment.

### **2. Examination of Site**

Should you have any questions, you may contact the Vernon Hills Engineering Department at (847) 918-3591. Bidders must examine and arrive at their own conclusions regarding the nature of the project. The Contractor agrees that he shall neither have nor assert against the Village or Engineer any claims for damages, for extra work, or for the relief from any obligation of this Contract based upon failure by the Village to furnish information in the Village or Engineer's possession. A Pre-Bid Meeting is scheduled for March 3, 2011 at 10:00am at the Village Hall located at 290 Evergreen Drive. Village Representatives will be on hand to answer questions.

### **3. Submittal of Bids**

Work under this project is defined on the Form of Proposal. The Owner reserves the right to reject any or all bids.

The quantities mentioned are approximate only and are subject to increase or decrease. The Contractor's compensation will be based on the actual quantities as measured in place and finally determined multiplied by the unit prices shown in the Schedule of Prices.

The unit prices submitted is for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. In the event of discrepancies between the gross and sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

The Owner reserves the right to extend or reduce the improvement or otherwise alter it by extras or deductions including the elimination of one or more items.

Prices submitted shall be firm unit prices. Each proposal shall be independent and subject to acceptance or rejection without qualification. Each bidder's proposal shall cover complete work described in the Contract Documents including costs incidental thereto.

**4. Basis of Award**

After tabulating all Bids in conformance with the Documents, award of Contract will be made to the lowest responsible bidder, as determined by the Village of Vernon Hills, whose bid conforms to the Invitation to Bid. The Village of Vernon Hills may reject any or all of the Bids, on any basis and without disclosure of reason. The Village of Vernon Hills reserves the right to waive all technicalities. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any successful bidder against the Village of Vernon Hills. By submitting a Bona Fide Bid, all Bidders agree to accept these conditions irrespective of who the successful bidders are.

**5. Requirement of Contract Bond**

Upon notice of acceptance of his Proposal, the successful Bidder shall, within ten calendar days of said notice, furnish to the Village of Vernon Hills a faithful Performance and Payment Bond in the full amount of the Contract, conditioned upon the faithful performance of all covenants, conditions, and stipulations under the Contract. The bond shall be secured by a surety company acceptable to the Village and having a minimum Best's rating of A as found in the current edition of Best's Key rating Guide.

**6. Execution of Contract**

The contract shall be executed by the successful bidder and returned within ten calendar days after the contract has been mailed to the bidder. The contract with the Village shall be on the form furnished with these documents for the performance of work awarded to him. And simultaneously he shall provide the appropriate bond and insurance required hereunder.

**7. Commence and Completion Date**

All work on this project is to commence on April 1, 2011 and be completed by November 11, 2011.

**8. Equal Employment Opportunity**

In the event of the Contractor's noncompliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**9. Non-Waiver of Rights**

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

## General Requirements

### 1. Definitions

The following definitions where applicable shall replace those contained in Section I of the Standard Specifications.

*"Bidder"* shall mean an individual, firm, co-partnership or corporation, or combination thereof, submitting a proposal for the work contemplated and acting directly or through a duly authorized representative.

*"Contract"* shall mean the written agreement covering the performance of the work described in the Contract documents including all supplemental agreements thereto.

*"Contract Documents"* shall mean those documents listed in the Form of Contract, including all additions, deletions, and modifications incorporated therein before the execution of the Contract.

*"Contractor"* shall mean the individual, firm, co-partnership or corporation, and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm partnership, covenantor or corporation, or his, their or its surety under the contract bond, constituting one of the principles to the contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor," and it shall mean the Contractor as defined herein.

*"Engineer"* shall mean the Village Engineer of the Village of Vernon Hills, Illinois, including such assistants who are authorized to represent him.

*"Owner"* or *"Village"* shall mean the Village of Vernon Hills, a municipal corporation of the State of Illinois, 290 Evergreen Drive, Vernon Hills, Illinois 60061.

*"Proposal"* shall mean the written offer or copy thereof of a bidder to perform the work described in the Proposal Form, properly signed and accompanied by any required bid security.

*"Subcontractor"* shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes material.

*"Work"* shall mean equipment, supplies, materials, and services to be furnished under contract, unless some other meaning is indicated by context.



## **2. Intent of Contract Documents**

The intention of the document is to set forth requirements of performance, and standards of materials and construction. It is also intended to include all labor, materials, equipment, and transportation necessary for the proper execution of the work, to require new materials and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, or class, or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words shall be held to refer to such recognized standards.

## **3. Contractor's Responsibility**

All work and materials furnished under this Contract shall be guaranteed against defects, failure, improper performance, and non-compliance with the terms of the Contract for a period of one year after completion and acceptance by the Village of Vernon Hills of the work under Contract. During the guarantee period, the Contractor shall repair and replace, when so ordered by the Village, all work that develops defects, whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed. All equipment and material which is repaired or replaced shall have the guarantee period extended one year from the date of the last repair or replacement.

The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it is damaged or destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and save harmless the Village, Village Engineer and Private Property Owner if work is on private property and not on Village property against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner and the Village satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner, and the Village including lien waivers from the contractor and any sub contractors. Prior to final payment to the contractor, lien waivers will be provided.

The Contractor shall erect and maintain such barriers and lights and/or watchman as will protect and warn pedestrians and vehicles and prevent access of an authorized person to the site as to prevent accidents as a consequence of his work.

The Contractor shall indemnify and hold harmless the Village and Private Property Owners from any and all liability, loss, cost, damages and claims, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon alleging bodily injury, including death, or property damage arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose which shall insure the interests of the Village Engineer, and Private Property Owners as the same may appear, and shall file with the Village and Engineer certificates of such insurance.

The Contractor shall protect the Village and Private Property Owners property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Engineer; the cost of such repairs shall be borne by the Contractor.

**4. Contractor's Responsibility for Utility Property and Services**

The Contractor shall contact all utility companies (J.U.L.I.E) for exact locations of all underground utilities. The Village bears no responsibility for damage done to existing utilities during construction. Protection of utilities and repairs are to be made to the satisfaction of the utility owner.

**5. Job Site Safety**

Caution shall be exercised by the Contractor at all times for the protection of persons and property. Any and all safety regulations and other provisions of applicable Federal, State, and local laws and building and construction codes shall be observed.

The Plans do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the work, including but not limited to forms, false work, scaffolding, trench protection, protective barriers, protective rails, and warning lights. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for any other items needed for the prosecution of the work will cover only general conformance with the design concept of the project and general compliance with the information given in the Contract Documents and such examination and/or approval by the Engineer shall not relieve the Contractor from full and complete responsibility for safe prosecution of the work at all times and for obtaining satisfactory results.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the work at all times. In the even the Engineer or his representatives are held by a court or administrative body to be liable for personal injuries or damages to property arising from deficiencies in job-sit safety, the Contractor shall promptly indemnify and hold them harmless therefrom, and assume all their legal fees, judgements, damages, and all other costs arising out of such findings.

**6. Prosecutions of the Work**

The Contractor shall notify the Public Works Department, Engineering Division at least 72 hours before beginning work, telephone number (847) 918-3591.

**7. Working Days**

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Village. No work will be permitted between the hours of 7:00 p.m. and 7:00 a.m. Per Village ordinance, working hours for Saturdays is 8:30 a.m. to 5:00 p.m.

**INSURANCE COVERAGES:** All insurance policies shall be issued from insurance companies holding at least an "A" or better rating as rated by A.M. Best Company.

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:  
\$1,000,000 injury-per occurrence  
Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
- (1) Bodily Injury/Property Damage  
Combined Single Limit: \$1,000,000 per accident  
All employees shall be included as insured's.
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
- (1) Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
  - (2) Products and completed operations  
General Aggregate: \$2,000,000
- Coverage's shall include:
- Premises/Operations
  - Independent Contractors
  - Personal Injury (with Employment Exclusion deleted)
  - Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- D. Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. 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. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination.
- E. Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies.
- F. When required from your insurance company, an endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance

## **Supplemental Conditions**

The Contractor's attention is directed to the following:

### **1. Permits**

The Contractor shall at his own expense obtain all other licenses, etc. as may be required for the execution of this work, give all necessary notices, pay all fees required, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of public health and safety. No building permit is required.

### **2. Inspection**

All inspection work will be by the Village of Vernon Hills Engineering Division, (847) 918-3591

### **3. Project Supervision**

The Contractor shall designate an employee as Project Supervisor. The Project Supervisor shall be fluent in the use of the English language, which has full authority to act for the Contractor and is able to receive and execute orders from the Engineer. Also be required to assume the responsibility for general supervision of the Contractor's and subcontractor's operations. The Project Supervisor and the Engineer employed by the Village shall work together to properly control and complete the work as provided in the plans and specifications for the proposed improvement.

### **4. Notification of the Commencement of the Work**

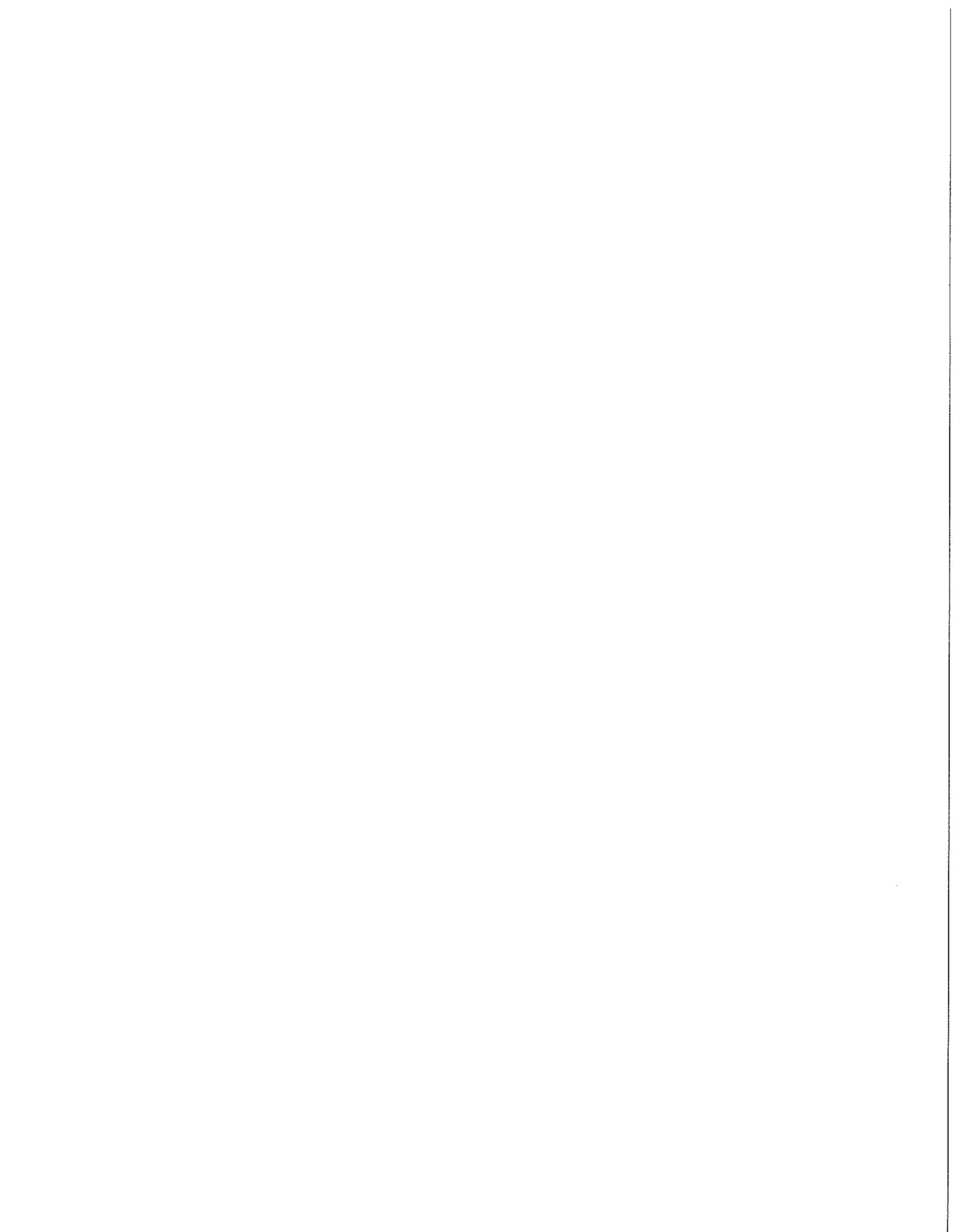
The Contractor shall notify the Village Engineering Department at least 72 hours before beginning work, telephone (847) 918-3591.

### **5. Measurement and Payment**

Partial payment will be made upon certification by the Engineer to the Village that said payment is due for work properly completed in accordance with the terms of the contract. It will be then Contractor's responsibility to furnish Waivers of Lien and Contractor's Affidavits with partial payment estimates. The following will be required:

- A. Contractor's "Waiver of Lien to Date" to be furnished with each payment estimate.
- B. Contractor's "Affidavit" for subcontractors and/or suppliers to be filed with second request, covering previous payment estimate. Then with all subsequent payment estimates.

Application for payment shall be for ninety percent of the work incorporated into the project with the remaining ten percent to be withheld until final completion of any punchlist work and turf has been established in all restoration areas.



## **6. Taxes**

The Illinois Occupational Retail Sales Tax does not apply to this project, as the Village of Vernon Hills is a tax exempt organization. The expense of such a tax shall not be included in any bids submitted.

## **7. Changes and Delays**

**Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of Work, and equitable adjustment in the Contract Price or Contract Time shall be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

### **Delays.**

A. **Extensions for Unavoidable Delays.** For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause.

B. **No Compensation for Delays.** No payment, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Owner or any other party and whether avoidable or unavoidable.

## **8. Contractor's Responsibility for Defective Work**

### **Dispute Resolution Procedure.**

A. **Notice of Disputes and Objections.** If Contractor disputes or Objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner

shall render its final decision, in writing, to the Contractor. If the Contractor objects the final decision of the owner, then it shall, within three business days, give the Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies the Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

Contractor's Remedies. If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to the *Dispute Resolution Procedure* subsections of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

Owner's Remedies. If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after the Contractor's receipt of written notice of such Event of Default, then the Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

## **SPECIAL PROVISIONS**

### **Project Specifications**

The project is maintenance of landscaping on the Village of Vernon Hills portion of the Vernon Hills Athletic Complex. This maintenance will include but not be limited to mowing, trimming, weeding, and landscape maintenance listed within and on the Bid Proposal Form. The following specifications describe all operations required for the proper maintenance of the site. These specifications will be used by Owner to evaluate Work performed under this Contract for acceptability for payment. Timing and frequency of all operations are specified in the Calendar of Operations (Attachment C) unless otherwise specified in this Attachment.

### **Project Location**

The project location is the Village of Vernon Hills portion of the Vernon Hills Athletic Complex, that being generally the southeast corner of the total athletic complex property. The Vernon Hills Athletic Complex (often referred to as the Nike Site) is located in roughly the geographical center of Vernon Hills, on the site of a former military installation. The specific area covered by this contract is on the attached aerial photo (Exhibit B).

### **Contract Period**

The term of the contract may be extended for additional one year periods, up to three (3) years, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumers Price Index for all Urban Consumers for the previous calendar year.

### **Cleanup Procedures**

Entire site shall be kept free of litter, trash, and other debris throughout the Contract Time. Contractor shall be responsible for weekly pickup of litter, trash, and other debris for the entire site. Collected litter, trash, and debris shall be placed in trash receptacles located throughout the site. Larger items of trash or debris may be placed in the dumpster located on site. No landscape waste nor hazardous materials shall be placed in trash receptacles nor dumpster. All landscape waste, including leaves, shall be removed from site. The Contractor shall blow clean the dugout floors on fields 1 thru 4 when mowing fields 1 thru 4. Contractor shall notify Owner if any trash receptacle or dumpster is full. *Owner is responsible for emptying trash receptacles and dumpster.* This work is considered incidental to the contract.

### **1. Mowing and Trimming**

General. Work under this Section includes, but is not limited to, all mowing and line trimming required. All Work under this Section shall be completed weekly according to the Calendar of Operations (Attachment C) unless otherwise specified by Owner. See attached location map for area limits of operation. Area to be mowed is approximately 32 acres.

### Mowing

Mowing shall take place on Thursday or Friday each week when mowing the entire site (weather permitting) to correspond with weekend games and other activities. No more than 1/3 of the grass blade shall be removed per cutting, unless otherwise specified by Owner.

Baseball and Softball field turf shall be maintained at 2 inches throughout the growing season.

Soccer and Football field turf shall be maintained at 2½ inches throughout the growing season and mowed once per week.

Areas outside the playing fields shall be maintained at 2 1/2 inches and mowed once per week.

All areas adjacent to turf (pavement, path, landscape bed, water, etc.) shall be free from clippings immediately following mowing. All clippings inadvertently deposited or blown onto or into adjacent areas shall be promptly removed.

The pattern or direction of each mowing shall be rotated 90 degrees from the direction of the previous mowing. Mowing pattern shall create even, straight lines unless otherwise specified by Owner.

Mowing shall not take place under wet turf conditions. Mowing shall not take place if frost is present. Mowing equipment shall be appropriately sized to maintain the turf efficiently and without injury to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles. Contractor shall be solely responsible for damage caused by mowing activities. Contractor shall promptly repair or replace any damage to site features at no additional cost to Owner. Mowing equipment shall be properly maintained and operated at all times.

### Line Trimming

Line trimming shall be used to maintain all turf areas inaccessible to mowing equipment, including but not limited to, areas along walks, curbs, bed edges, lights, bollards, fences (caution adjacent to vinyl chain link), etc. Contractor shall promptly repair or replace any damage to Worksite features, including plants, caused by improper line trimming.

Grass blades shall be trimmed at approximately the same height as adjacent mowed turf. "Scalping" of the grass blade by line trimming equipment shall not be accepted.

At the interface of the infield edges with the grass area, the grass shall be trimmed in a neat line to meet the grass elevation and edge line.

### Removal of Clippings

Upon completion of mowing and trimming operations, no clippings shall be readily visible in any turf area. No clippings shall be present in any adjacent non-turf baseball

field area, landscape bed, tree ring, water feature, path or walk, or pavement. All clippings shall be bagged and removed from the lighted baseball playing field areas.

This work shall be paid for at the contract unit price per Each for Mowing and Trimming which shall include all labor, equipment, and materials necessary to complete the work.

## **2. Mowing Fields 1 - 6**

General. All Work under this Section shall be completed weekly according to the Calendar of Operations (Attachment C) unless otherwise specified by Owner. See attached location map for area limits of operation.

### Mowing

The six lighted baseball fields shall be maintained at 2 inches, mowed twice per week during the playing season (begins on May 1 and ends on July 30). Mowing the lighted baseball fields shall take place on Monday or Tuesday and again on Thursday or Friday each week when mowing the entire site (weather permitting). Before and after the playing season all playing fields shall be mowed once per week. No more than 1/3 of the grass blade shall be removed per cutting, unless otherwise specified by Owner.

All areas adjacent to turf (pavement, path, landscape bed, water, etc.) shall be free from clippings immediately following mowing. All clippings inadvertently deposited or blown onto or into adjacent areas shall be promptly removed.

The pattern or direction of each mowing shall be rotated 90 degrees from the direction of the previous mowing. Mowing pattern shall create even, straight lines unless otherwise specified by Owner.

Mowing shall not take place under wet turf conditions. Mowing shall not take place if frost is present. Mowing equipment shall be appropriately sized to maintain the turf efficiently and without injury to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles. Contractor shall be solely responsible for damage caused by mowing activities. Contractor shall promptly repair or replace any damage to site features at no additional cost to Owner. Mowing equipment shall be properly maintained and operated at all times.

This work shall be paid for at the contract unit price per Each for Mowing Fields 1-6 which shall include all labor, equipment, and materials necessary to complete the work.

## **3. Edging**

### General

Work under this Section includes, but is not limited to, all operations required for edging sidewalks, curbs, beds, mulched tree rings and edge of ball infields. All Work under this Section shall be completed according to the Calendar of Operations (Attachment C).

### Sidewalk and Curbs

All walks and curbs on site immediately adjacent to turf areas shall be evenly edged. Turf edge shall be maintained between 3/8 and 5/8 inch from back of curb at a uniform

depth of 2 inches. All debris generated shall be removed from site immediately following edging.

#### Landscape Beds

A clean edge with vertical face and uniform 2.5-inch depth shall be maintained. Bed lines shall conform to the original design or as specified by Owner. Owner shall be notified at least 48 hours prior to performing this Work to allow time for layout of revisions to bed lines. Mulch shall first be raked away from the edge and toward the center of the bed. Any turf or debris generated shall be removed from site, except that any soil shall be shaken and returned to the bed. After edging, mulch shall be evenly raked to the new edge.

#### Tree Rings

All mulched tree rings shall be circular in shape with the radius equidistant from the trunk of the tree. The size of the ring shall be proportional to the size of the tree's trunk. The ring shall be approximately 6 inches of radius per inch of trunk diameter, with a minimum radius of 28 inches and a maximum radius of 4 feet. The procedure specified for edging landscape beds shall be followed for edging tree rings. Work shall be completed without creating volcanos.

This work shall be paid for at the contract unit price Each for Edging which shall include all labor, equipment, and materials necessary to complete the work.

### 4. Weeding and Cultivation

#### General

Work under this Section includes, but is not limited to, manual weeding of all landscape beds, walks, paths, and pavement. Work also includes all manual cultivation of mulched landscape beds and mulched tree rings. All Work under this section shall be performed as specified below and in conformance with the Calendar of Operations (Attachment C).

#### Manual Weeding

All landscape beds, walks, paths, and pavement shall be maintained free of weeds. Manual weeding shall be in conjunction with chemical weed control measures.

Manual weeding shall be performed in such a manner as to remove the weed's entire root system and not solely top growth. Weeds killed by chemical weed control measures shall be promptly removed from site.

#### Manual Cultivation

Upon completion, all mulched landscape beds shall appear level, fresh, and well maintained. Beds shall be cultivated with a steel rake or cultivating tool to evenly loosen and aerate the top 3 inches (minimum) of mulch. Beds shall be free of weeds prior to cultivation.

This work shall be paid for at the contract unit price Each for Weeding and Cultivation which shall include all labor, equipment, and materials necessary to complete the work.

#### **5. Landscape Bed Pre-emergent Selective Herbicide Application**

General. Application shall be made immediately following spring cleanup to ensure effectiveness (see Calendar of Operations, Attachment C).

Material shall be as follows:

Ronstar G (granular) or equal

This work shall be paid for at the contract unit price Each for Bed Pre-Emergent Herbicide as the type specified which shall include all labor, materials as specified, and equipment necessary to complete the work.

#### **6. Landscape Bed Post-emergent Nonselective Herbicide Application**

General. No dates for application are shown on the Calendar of Operations (Attachment C). Applications shall be scheduled by Contractor based on seasonal conditions and weed populations. Contractor shall notify Owner at least 24 hours in advance for approval prior to application.

Material shall be as follows:

Roundup Pro or equal

This work shall be paid for at the contract unit price Each for Bed Post Non Selective Herbicide as the type specified which shall include all labor, materials as specified, and equipment necessary to complete the work.

#### **7. Spring and Fall Cleanup**

Upon completion of Work under this Section, entire site, including water features, shall be free from litter, leaves, and other debris. Spring cleanup shall be completed before other Work commences. Spring cleanup shall include removal of all litter, leaves, leaf litter, and debris from all turf areas, pavement areas, curbs, walks, water features, and landscape beds.

Fall cleanup shall be completed as shown in the Calendar of Operations and shall include removal of all litter, leaves, leaf litter, and debris from turf areas, pavement areas, curbs, walks, water features, and landscape beds.

#### **Stone Pickup**

The contractor shall remove all stones greater than 1" in diameter from all playing fields as a part of each spring and fall clean up. The stones shall be removed from the site.

This work shall be paid for at the contract unit price Each for Spring and Fall Cleanup which shall include all labor, materials as specified, and equipment necessary to complete the work.

## **8. Core Aeration**

Core aeration shall be completed three times per year as outlined on Attachment C. This work will be done on both playing field and non-playing field areas. The contractor is cautioned that this is an irrigated site and all irrigation heads and valves shall be not damaged in any way as a result of this work. The Village will mark sprinkler heads. Only well-maintained hollow core tine machines will be allowed. Coring shall be done in two directions at right angles to one another. Cores shall be left on the grass surface to decompose. Density of cores shall be approximately sixteen to eighteen cores per square foot.

This work shall be paid for at the contract unit price Each for Core Aeration which shall include all labor, materials as specified, and equipment necessary to complete the work.

## **9. Mulch Installation**

General. The Village will provide the mulch and deliver to the site. The mulch will be stockpiled in the parking lots. The Contractor shall submit a unit price cost per cubic yard for the installation of mulch as further specified below. Mulch shall be used to replenish existing mulched landscape beds and mulched tree rings at the direction of Owner, to provide an even 3" mulch thickness. The contractor shall be careful to not pile the new mulch against trees. Tree ring areas shall be kept flat, no "Volcano's". Upon completion of installation of mulch, the parking lot areas shall be swept clean.

This work shall be paid for at the contract unit price per cubic yard for Mulch Installation and shall include all labor, materials, and equipment necessary to complete the work.

## **10. Turf Post-emergent Herbicide Application**

Material shall be applied in accordance with manufacturer's directions for use and in accordance with the Calendar of Operations (Attachment C). All turf areas shall receive the applications with the materials specified below.

Material shall be as follows:

DuPont Imprelis Herbicide

This work shall be paid for at the contract unit price per Each for Turf Post-emergent Herbicide Application and shall include all labor, materials, and equipment necessary to complete the work.

**Proposal Form**

**NOTE TO BIDDERS:**

PLEASE USE THIS PROPOSAL FORM INCLUDED IN THE BOUND VOLUME OF THE CONSTRUCTION SPECIFICATION FOR PREPARATION OF YOUR BID. THE ENTIRE BOUND CONSTRUCTION SPECIFICATIONS WITH THE COMPLETED PROPOSAL FORM SHALL BE SUBMITTED WITH THE BID.

TO: VILLAGE CLERK  
 VILLAGE OF VERNON HILLS  
 290 EVERGREEN DRIVE  
 VERNON HILLS, IL 60061

**PROJECT: 2011 VHAC Landscape Maintenance Contract**

The undersigned Bidder submits herewith a Proposal Guaranty in the amount of \$ 2064.15 in accordance with the terms set forth in the special provisions.

The undersigned Bidder, having examined the site of the work and determined the scope of the Plans, Specifications, and Special Provisions for the above named project, hereby proposes to provide the required labor, services, and equipment to perform the work as described in said documents, including Addenda No.'s \_\_\_\_\_, and to do all the work at the following schedule of unit prices:

Item No.	Items	Unit	Estimated Quantity	Unit Price	Cost
1.	Mowing and Trimming	Each	30	<u>611</u>	<u>18330</u>
2.	Mowing Fields 1 - 6	Each	14	<u>300</u>	<u>4200</u>
3.	Edging	Each	3	<u>477</u>	<u>1431</u>
4.	Weeding & Cultivation	Each	6	<u>468</u>	<u>2808</u>
5.	Bed Pre-Emergent Herbicide	Each	1	<u>162</u>	<u>162</u>
6.	Bed Post Nonselective Herbicide	Each	2	<u>117</u>	<u>234</u>
7.	Spring and Fall Cleanup	Each	2	<u>414</u>	<del>818</del> <sup>TS</sup> <u>4828</u> TS
8.	Core Aeration	Each	3	<u>2880</u>	<u>8640</u>
9.	Mulch Installation	CY	200	<u>22</u>	<u>4400</u>
10.	Turf Postemergent Herbicide Application	Each	2	<u>100</u>	<u>200</u>
<b>TOTAL 2011 VHAC Landscape Maintenance Contract</b>				<b>\$ <u>41283</u></b>	<b>\$ <u>41,233</u></b> TS TS

The undersigned Bidder proposes to complete the work on or before the date specified in the instruction to bidders. The undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any other person or persons on the Work.

The undersigned Bidder certifies that this Proposal is made in conformity with the Plans, Specifications, and Special Provisions and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and said documents furnished by the Village, and provisions of the latter shall prevail.

The foregoing quantities and totals are approximate, being inserted herein for the purpose of establishing the face amount of the Contract, and the payment of work will only be made on the basis of actual quantities of work completed as provided in the Contract Documents.

Tod Schneider  
(Print Name)

Vice Pres. of Commercial Maintenance  
(Title)

Acres Group  
(Company)

610 W. Liberty Street  
(Address)

Wauconda, IL 60084  
(City) (Zip)

(847) 487-4797  
(Telephone)

Signature: Tod Schneider Date: 3/4/2011

State of Illinois County of Lake

Signed or attested before me on this 4 day of MARCH, 2011, by

Cindi Knight  
(Name of Person)

Cindi Knight  
(Signature of Notary Public)

SEAL



Partnerships: Furnish full name of all partners.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 21<sup>ST</sup> day, of MARCH <sup>2011</sup> party of the first part, hereinafter referred to as "the Village," and ACRES ENTERPRISES, party of the second part, hereinafter referred to as "the Contractor." I.C.

**WITNESSETH:**

THAT WHEREAS the Village has heretofore caused to be prepared certain Plans, Specifications, Special Provisions, and Proposal Form for:

**2011 VHAC Landscape Maintenance Contract**

under the terms and conditions therein fully stated and set forth, and WHEREAS said Plans, Specifications, Special Provisions, and Proposal Form accurately and fully describe the terms and conditions upon which the Contractor offers to furnish all labor, materials, and equipment and to perform the work specified.

**NOW, THEREFORE, IT IS AGREED:**

1. That the Village hereby accepts the Proposal of the Contractor for the work and for the unit price listed therein.

2. That this Contract consists of the following components which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

A. Plans prepared by the VILLAGE OF VERNON HILLS ENGINEERING DEPARTMENT dated January 12, 2011.

B. Addenda Numbers \_\_\_\_\_

C. Illinois Department of Transportation's "Standards Specifications for Road and Bridge Construction," adopted January 1, 2007, and "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2008.

D. Notice to Bidders

E. Instructions to Bidders.

F. General Requirements

G. Supplemental Conditions

H. Special Provisions

I. Contractor's Proposal

- J. This Instrument
- K. Hold Harmless Agreement
- L. Performance and Payment Bond
- M. Performance Reference Form

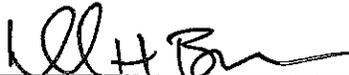
3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made part of the Contract.

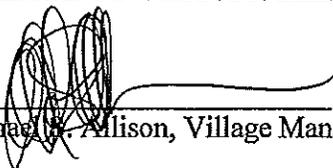
4. That this Contract is executed in four copies.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals that date first written above.

ATTEST:

VILLAGE OF VERNON HILLS

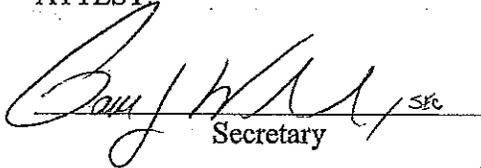
  
 \_\_\_\_\_  
 Michael S. Allison, Village Clerk

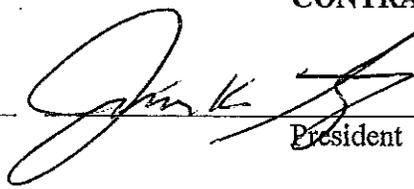
  
 \_\_\_\_\_  
 Michael W. Allison, Village Manager

DAVID BROWN DIRECTOR OF  
 PUBLIC  
 SEAL WORKS

ATTEST:

CONTRACTOR

  
 \_\_\_\_\_  
 Secretary

  
 \_\_\_\_\_  
 President

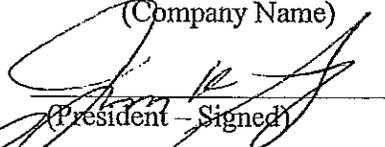
SEAL

**INDEMNIFICATION CLAUSE**

Acres Group shall indemnify and hold harmless the Village, and Private Property Owners, and its agents and employees from and against all claims for personal injury and property damage, including claims against the Village, its agents or servants, and all losses or expenses, including all litigation expenses and attorney's fees that may be incurred by the Village in defending such claims, rising out of or resulting from the exercise of the Contract and caused in whole or in part by a willful or negligent act or omission of Acres Group, or anyone directly or indirectly employed by Acres Group, or anyone for whose acts any of them may be liable. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Acres Group under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts.

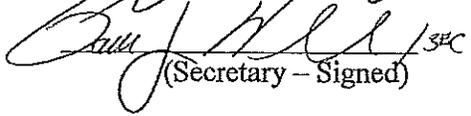
Acres Group

(Company Name)



(President - Signed)

Attest:



(Secretary - Signed)

**SEAL**

The entire bound volume of the construction specifications with the completed proposal Form and the Proposal Guaranty shall be included in the envelope.

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT \_\_\_\_\_  
Principal, hereinafter called the Contractor, and \_\_\_\_\_ as Surety,  
hereinafter called the Surety, are held and firmly bound into the Village of Vernon Hills,  
Illinois, as obligee, hereinafter called the Village, in the amount of the Contractor and  
Surety bind themselves, their heir, executors, administrator, successors, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated the Village for:

### 2011 VHAC Landscape Maintenance Contract

In accordance with Plans, Specifications, and Special Provisions prepared by the Village  
of Vernon Hills, which Contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THESE OBLIGATIONS are such that, if  
the Contractor shall promptly and faithfully perform said Contract, then the obligation of  
his bond shall be null and void, otherwise it shall remain in full force and effect.

- A. The Surety hereby waives notice of any  
alternation of extension of time made by the  
Village.
- B. Whenever the Contractor shall be, and is declared  
by the Village to be, in default under Contract,  
the Village having performed in the Village's  
obligations thereunder, the Surety may promptly  
remedy the default or shall promptly:
  - 1. Complete the Contract in accordance with its  
terms and conditions or
  - 2. Obtain a bid or bids for submission to the  
Village for completing the Contract on  
accordance with its terms and conditions,  
and upon determination by the Village and  
Surety of the lowest responsible bidder,  
arrange for a Contract between such bidder  
and Village and make available as work  
progresses (even though there shall be a  
default or a succession of defaults under  
the Contract of Contracts of completion  
arranged under this paragraph) sufficient  
funds to pay the cost of completion less  
that balance of the Contract Price. The  
terms "balance of Contract Price" as used in  
this paragraph, shall mean the total amount  
payable by the Village to the Contractor  
under the Contract and any amendments

thereto, less the amount previously paid by the Village to the Contractor. It is the intention of this undertaking that the total cost and expenditure by the Village shall not exceed the Contract Price.

- C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators, or successors of the Village.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Contractor and Surety shall pay to all persons, firms, or corporations having contracts directly with the Contractor or with Subcontractors all just claims due to them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal)

*Witness*

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

*Witness*

\_\_\_\_\_  
(Title)

## Certification of Substance Abuse Prevention Program

This certifies that Acres Group (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.



Authorized Signature

Vice President of Commercial Maintenance  
Title

Acres Group  
Company

3/4/2011  
Date

## PERFORMANCE REFERENCE FORM

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name.....: SCI Management  
Address.....: 2905 N. Thatcher  
City & State.....: River Grove, IL 60171  
Telephone Number.....: (708) 453-0273  
Person To Contact.....: Tina Farfay  
Title/Position.....: Facility Manager

Company Name.....: Village of Algonquin  
Address.....: 110 Meyer Drive  
City & State.....: Algonquin, IL 60102  
Telephone Number.....: (847) 658-2754  
Person To Contact.....: Steve Ludwig  
Title/Position.....: Director

Company Name.....: Lieberman Management Services  
Address.....: 355 W. Dundee Rd  
City & State.....: Buffalo Grove, IL 60089  
Telephone Number.....: (847) 459-0000  
Person To Contact.....: Don Kekstadt  
Title/Position.....: Senior VP Property Management

# Vernon Hills Athletic Complex Attachment B

N



1 inch = 300 feet



Limit of Maintenance



