

AGREEMENT FOR LANDSCAPING SERVICES

THIS AGREEMENT ("Agreement") made and entered into this 10th day of May, 2024 between the Village of Homer Glen ("Village") and Bearly Landscape Management, ("Contractor").

WHEREAS, the Village has sought proposals from prospective service providers to provide lawn mowing and landscape maintenance within 159th Street right-of-way, from Will Cook Road to Gouger Road; and

WHEREAS, the Village has determined that Contractor is the lowest responsible bidder to provide said services; and

WHEREAS, the Village and Contractor desire to enter into this Agreement in order to set forth their respective rights and responsibilities.

NOW THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties as follows:

1. Service Provided. Contractor shall provide and perform general lawn mowing and landscape maintenance for all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gouger Road, providing a neat appearance. The services shall include but not be limited to:

- Providing lawn mowing services for all identified landscape areas within the 159th Street right-of-way, from Will-Cook road to Gouger Road.
- Performing landscape maintenance for all identified landscape areas within the 159th Street right-of-way, from Will-Cook road to Gouger Road.
- Installing mulch in all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gouger Road.
- Installing a 3-step herbicide program in all landscape areas within the 159th Street right-of-way, from Will-Cook to Gouger Road.

The project specifications are more specifically described in the attached Exhibit A and incorporated herein by reference. The services shall be performed in a workmanlike manner that shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affects the services to be provided.

2. Term. This Agreement shall commence on May 10th, 2024 and terminate on, or about November 15, 2024.

3. **Payment.** The Village shall pay Contractor pursuant to the payment schedule described in the attached Exhibit A and incorporated herein by reference. The Contractor shall submit invoices for payment at the address set below. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 55 ILCS 505-1, et. Seq.

4. **Indemnification.** Contractor shall indemnify and hold harmless the Village, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act of omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described herein. Contractor shall also protect, indemnify and hold and safe harmless the Village, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of Contractor breach of any of its obligations under, or default of, any provision of this Agreement.

5. **Insurance.** Contractor shall provide the insurance coverage set forth below, and deliver to the Village certificates of insurance upon request:

- A. Commercial General and Umbrella Liability Insurance (CGL):
 - (i) \$1 million per occurrence
 - (ii) \$2 million aggregate
- B. Professional Liability Insurance
 - (i) \$1 million per occurrence
 - (ii) \$1 million annual aggregate
- C. Auto Liability
 - (i) \$1 million per occurrence Combined Single Limit or
 - (ii) \$1 million bodily injury per occurrence
 - (iii) \$1 million property damage

All certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village's officers, agents, employees and volunteers.

6. **Relationship of the Parties.** Contractor is and shall remain an independent Contractor. Nothing contained in this Agreement shall be construed to create an agency, employment relationship, or partnership between the parties. Contractor shall not, at any time, directly or indirectly, act as an agent, servant, or employee of the Village, nor shall it make any commitments or incur any liabilities on behalf of the Village without its express

written consent. Contractor shall be responsible for: (a) the supervision, control compensation, and health and safety of its own personnel; (b) the payment of all federal, state, and local taxes and all appropriate deductions or withholding; (c) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; and (d) obtaining any applicable business or other commercial licenses.

7. Confidentiality. Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the written consent of the Village. Contractor further agrees to keep as confidential any information belonging or relating to the Village which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et. Seq. (the "Act") places an obligation on the Village to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act, 50 ILCS 205/1 et. Seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and Act (complying in all respects as if the Contractor was, in fact, the Village. Contractor shall review its records promptly and produce to the Village within ten (10) business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the Village to extend the time to do so, and the Village will, if the time and a basis for extension under the Act permits, consider such extensions.

8. No Assignment. Neither this Agreement, nor any of the rights and obligations arising under this Agreement, may be assigned by either party without the written consent of the other party.

9. Subcontracting. Contractor shall not be permitted to subcontract these services to another service provider without the written approval of the Village. *Beary Landscape Management disclosed in their proposal that they would not subcontract any of the work for this project.*

10. Entire Agreement. Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and further agree that this entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modifications or waiver is sought to be enforced.

11. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this agreement shall be instituted in Circuit Court of Will County, Illinois. The Village and Contractor agree to submit to the jurisdiction of, and agree that the venue is proper in, said court in any such legal action or proceeding.

12. **Attorney's Fees.** If litigation arises pursuant to this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

13. **Notice.** Any notice required by this Agreement shall be sent by certified mail, return receipt requested, with sufficient postage attached hereto, and shall be deemed given on the date of the receipt and shall be sent as follows:

Notice to the Village of Homer Glen
Attention: Gia Cassin
14240 W. 151st Street
Homer Glen, IL 60491

Notice to Contractor shall be addressed as follows:

Berry Landscape Management South Branch
15001 W 159th Street
Lockport, IL 60491

14. **Severability:** In the event that Court of competent jurisdiction finds or declares any word, phrase, clause, sentence, paragraphs, provision or section of this Agreement to be void or unconstitutional, the remaining provisions of this Agreement shall continue in full force and effect.

(signature page as follows)

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed as of the date first above written.

VILLAGE OF HOMER GLEN, an Illinois
municipal corporation

Berry Landscape Management

By:

Joseph D. Baker
Its authorized agent
Village Manager

By:

John Blahn
Branch Mgr.

Exhibit A
PROJECT SPECIFICATIONS

Detailed Specifications: This project will include the mowing and maintenance of the 159th Street right-of-way, from Will-Cook road to Gouger Road, installation of mulch in all planting beds and around all trees, and installation of a 3-step herbicide program for weed control and fertilization. The Contractor will be responsible to provide the necessary supervision, labor, materials, and equipment to safely provide lawn mowing and landscape maintenance services, within the 159th Street right-of-way, to the Village of Homer Glen, at the frequency and locations identified in these specifications. This includes the inspection of the areas to be maintained in advance of mowing operations, and the collection and removal of debris. All specification of the Lawn Mowing and Landscape Maintenance shall be completed in an attractive, professional, and workmanlike manner.

Scope of Work: Contractor shall perform the maintenance, furnish all labor, equipment and supplies for the scope of work described below for the specified properties. (see attached maps). At the beginning of the season, and before each cutting, all debris will be collected, removed and disposed of from all turf areas prior to mowing by the contractor Mowing of lawn will be performed and completed at according to the Schedule of Prices contained within Exhibit B.

Mowing: Mowing will follow the 159th Street right-of-way, from Will-Cook Road (west half) to Gouger Road (east half) and will include the following areas:

- 1) All landscaped medians
- 2) All areas between the back of the curb and the front of the asphalt trails (north side) and concrete sidewalks (south side)
- 3) A three (3) foot strip behind the asphalt trails and concrete sidewalks.
- 4) All curb lines or edge of pavement identified in red, on the attached Mowing Limits Exhibit, shall be mowed six (6) feet back from the back of the curb or edge of pavement, to the limit(s) identified in the exhibit.

RIGHT-OF-WAY (ROW) CUTTING – All ROW areas shall be mowed weekly, beginning on or about May 8 to June 30, then bi-weekly for the period between July 1, to September 15, then weekly for the period between September 15 to the last cut on or about November 15. Areas to be mowed will be maintained at a height of four-inches (4") throughout the growing season, unless otherwise directed by a Village representative.

Grass next to light poles, trees, any permanent objects etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All debris and litter shall be

removed prior to cutting. All grass clippings and debris, shall be removed from the sidewalks, parking lots, and streets, etc. at the time cutting takes place.

Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut.

Grass cutting too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Mowing shall be done optimally when the grass is dry, however, mowing we turf is acceptable. Bagging is not required and grass clippings may be left on the grass providing no readily visible clumps remain on the grass surface after mowing. A second mow may be required to recycle the clippings at no cost to the Village if they become to unsightly. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turn appearance and to prevent matting, clumping and thatch buildup. In the case of fungal disease, outbreaks, clippings will be collected and disposed off-site until the disease is controlled. Clippings disposal off—site will be at the expense of the Contractor.

Landscape Maintenance: Landscape maintenance will include the following services: power edging, weeding, sweeping or blowing sidewalks free from grass clippings and the collection and removal of debris from all mowing locations.

a) Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed. Poison ivy shall be sprayed and removed.

b) Gravel areas behind the back of the curb or edge of pavement, including those areas containing guard rails, shall be kept free of grass or weeds for the duration of the contract.

c) All plants in the landscape beds shall be pruned in accordance with ANSIZ 33.1 standards. Pruning shall be completed in the spring, fall and late fall for winterization. Prune all other shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter (1/4) of the stems shall be trimmed to two (2) to three (3) inches above the ground. Remove the largest and oldest stems first.

d) Remove dead plant material. Notify the Village of Homer Glen of the date, type of plant and location of the removal within five (5) working days of removal.

e) Remove all trash from beds.

f) Rake leaves from all landscaped areas b0-weekly and remove leaves from the site beginning the last week in September, as needed.

g) Using an edger, edge all lawn areas, plant beds, tree rings and where lawn abuts any hard surfaces such as concrete, asphalt, pavers, cobble edges and gravel paths. Lawn edging cannot be done with a string trimmer. Estimate three (3) occurrences per year.

h) Monitor plants for disease and pest activity. Report any problems to the Village.

i) Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote more dense flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms.

The final appearance after mowing and maintenance shall present a neat appearance.

Mulching: Mulching at all locations in this contract will be completed annually to a depth of 2 to 3 inches in these areas. The mulching schedule will be done at an agreed upon time. The

mulch material used for this operation shall be brown, shredded hardwood dyed mulch. Mulch shall be applied to all perennial, shrub and tree beds. Turning the mulch should be done at least once during the season to rejuvenate the area and freshen the appearance. Turning schedule shall be at the direction of the Village's Public Works Director or his designee. See attached 159th Street Landscape Plan for all trees, shrubs, and other plants as well as any mulched planting areas or planting beds.

Seeding: From time to time, it may become necessary to reseed or over-seed certain areas of the landscaped medians or right-of-way. Seeding will be considered extra work and will be performed at the direction of the Village, with a Village approved seed mix, based on a per square yard unit price, provided by the firm on page 18 of the RFP

3-Step Herbicide program: Contractor will provide a 3-step herbicide system to control weeds and fertilize. Weed killer along with weed and feed shall be applied 3 times per year at all locations. Notification of these applications shall be provided to the Facilities manager or his designee 72 hours in advance of the application operation. All chemical applications shall be performed by licensed individuals. Fertilizer formulation shall be as follows: Spring= 15-0-3 with crabgrass control, Late Spring/ early summer =15-0-3 with broadleaf and grub control, and Fall = 24-0-12.

Hours of Operation: The Contractor shall accomplish all lawn maintenance required under the contract during the hours allowed by the Village code which are: Work days: 7:00 a.m. to 7:00 p.m. Saturdays: 7:00 a.m. to 7:00 p.m. Sundays and legal holidays: 8:30 a.m. to 5:00 p.m. The *Public Works Director* may grant permission to perform contract maintenance at other hours. All work shall be completed in a continuous manner, whereby the mowing, edging, trimming, etc., be completed before leaving the job site.

Frequency and Scheduling: Weather permitting the contractor should try to schedule the lawn mowing and landscape maintenance on the same day each week. Contractor must notify the *Public Works Director* of their work schedule, to allow for inspection of maintenance work as needed. Frequency of mowing may increase or decrease in dry or wet periods by direction of the *Public Works Director or his designee*. During the dry period, it may become necessary to skip bi-weekly mowing and/or landscape maintenance in specific areas. It is the responsibility of the Contractor to contact the *Public Works Director or his designee* no later than the Thursday prior to the mowing week to get approval to continue to work. If the Contractor deviates from the established mowing schedule the Contractor is required to contact the Village of Homer Glen 24 hours before each day's work begins. Contractor will be notified of special events throughout the year and adjustments may need to be made to accommodate the schedule.

Mowing cycles shall commence on or about April 15 of each year, budget permitting, and continue through November 15, subject to conditions. The estimated number of occurrences is between twenty (20) and thirty (30) per year. The Contractor shall inspect sites on a weekly basis.

The Village is requesting a monthly invoice to be submitted either by mail or electronically to:

**The Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491
Attention: Gia Cassin**

Electronically to: gassin@homerglenil.org

Public Safety: All equipment, safety devices and machinery shall be maintained in accordance with existing Illinois State Law (including OSHA) and all technicians should be trained and certified according to their job description.

- a) The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- b) The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- c) The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.
- d) Only EPA approved chemicals will be permitted near waterways throughout the Village.

Protection of Property: All reasonable precautions shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, irrigation systems, buildings, etc., and the Contractor shall be responsible for damage caused by its operations. Additionally, care will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings and other property from undue damage. If the Public Works Director determines that the Contractor has unnecessarily damaged or destroyed property, the Contractor will be notified in writing of the specific nature of the damage and the cost of repair. Damage shall be repaired or replaced to the satisfaction of the Village at the Contractor's expense. The Village will, at its option, reduce payment by the amount of the repairs to the Contractor.

Accident Reporting: All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Will County Sheriff's Department and to the Assistant to the Village Manager.

Equipment and Vehicles: The equipment, vehicles and trailers used by the contractor shall be in good repair and made available to inspection by the Village upon request. All equipment should have the necessary safety features to complete the mowing. Individuals performing the work shall have adequate training and personal protection equipment to safely complete work outlined in the scope above. All vehicles shall be clearly labeled with the contractor's name and phone number.

Locations: All lawn mowing, maintenance, ROW mowing, mulching and 3-step herbicide locations have been outlined on the attached bid sheet. The maps attached in Exhibit A further clarify the locations of the proposed work.

Water Usage: The contractor shall notify the Village in advance, for the use of any water, obtain a water meter from Illinois American Water Company, and meter all water usage during the performance of work under this contract.

Additions and Deletions: The Village reserves the right to add or delete new locations to the contract with 10 days-notice to the Contractor. Contract additions will be priced according to similar size areas already in the Contract.