

The Village of Lake Villa

Special Provisions for Landscape Maintenance Services

(Part of Document E, “Specifications”, of the Bid Package for Mowing Services)

1. SERVICES TO BE PERFORMED BY THE CONTRACTOR:

In addition to the work described in the Bid Package for Mowing Services, the work to be performed consists of mowing grassed areas and trimming around trees, shrubs, buildings, fences, pavements, and miscellaneous structures at the sites listed in the respective Contract Documents.

Mowing and trimming shall also include the picking up of any debris at the site prior to mowing. The contractor agrees to mow and trim each site on a regular basis (generally once per week unless otherwise noted in the mowing schedule) using his or her own equipment. The work shall include mowing and trimming of parkway and road right-of-way adjacent to all sites. Work shall be performed only after authorization by the Superintendent of Public Works.

2. TERMS OF CONTRACT AND RIGHT TO TERMINATE:

Work during the initial contract term shall commence on May 1, 2024 and expire April 30, 2025. The Village, at its discretion, may award a separate one (1) year Contract for three (3) separate subsequent contract years (pending Village Board approval) for May 1, 2025 through April 30, 2026, May 1, 2026 through April 30, 2027, and May 1, 2027 through April 30, 2028. Within the stated time period actual site mowing and trimming work will commence and end within five (5) working days of verbal or written request made by the Village of Lake Villa. The Village of Lake Villa shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the contractor without cause and without penalty.

3. CONTRACT PRICE AND PAYMENT:

The Village complies with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the “Act”), which states that any invoices approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice. The Village agrees to pay the contractor within thirty (30) days of approval of contractor’s invoice. All invoices shall be itemized and indicate the date(s) on which each site was mowed, the unit price per mowing and total payment due. Each Area (i.e. A, B, C) shall be invoiced separately. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making

a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

4. SECURITY, SAFETY, AND SCHEDULING:

The contractor is hereby advised that some of the areas to be mowed and trimmed are well sites for drinking water, water storage towers, sewerage pumping stations, or wastewater treatment facilities. For reasons of safety and security the contractor shall perform all mowing and trimming activities at these sites during regular working hours (7:00 AM to 3:00 PM, Monday through Friday) when Village personnel are on duty.

5. CONTRACTOR STATUS:

The contractor acknowledges that it is an independent contractor and that none of its employees, agents, or assigns are employees of the Village. The contractor may not engage any subcontractor without the express written consent of the Village of Lake Villa.

6. AMOUNT OF WORK NOT GUARANTEED:

The Village of Lake Villa in no way guarantees the amount of work that will be authorized pursuant to the Contract Documents and reserves the right to alter the mowing schedule. The contractor shall be paid only for actual work completed.

7. INSPECTIONS AND CONTRACT COMPLIANCE:

The Village of Lake Villa may not provide direct supervision during performance of the work specified in this document or the related attachments. The Village of Lake Villa shall have the right to make periodic inspections to verify the contractor's degree of compliance with these specifications.

8. WORK STANDARDS:

The contractor agrees to mow all grass in accordance with the Contract Documents and any instructions provided by the Director of Public Works or his designee. After each mowing, all grass clippings lying on adjacent pavements, curbs, and sidewalks shall be removed. The contractor shall not mow within thirty (30) feet of the water's edge of any lake or pond. The contractor is expected to perform his or her work in safe, courteous, and responsible manner.

9. METRA STATION LIABILITY

The Village of Lake Villa is not responsible for personal injury, damage to property, or damage vehicles due to debris discharged by equipment used in the execution of the contracted mowing services at the Metra Station area.

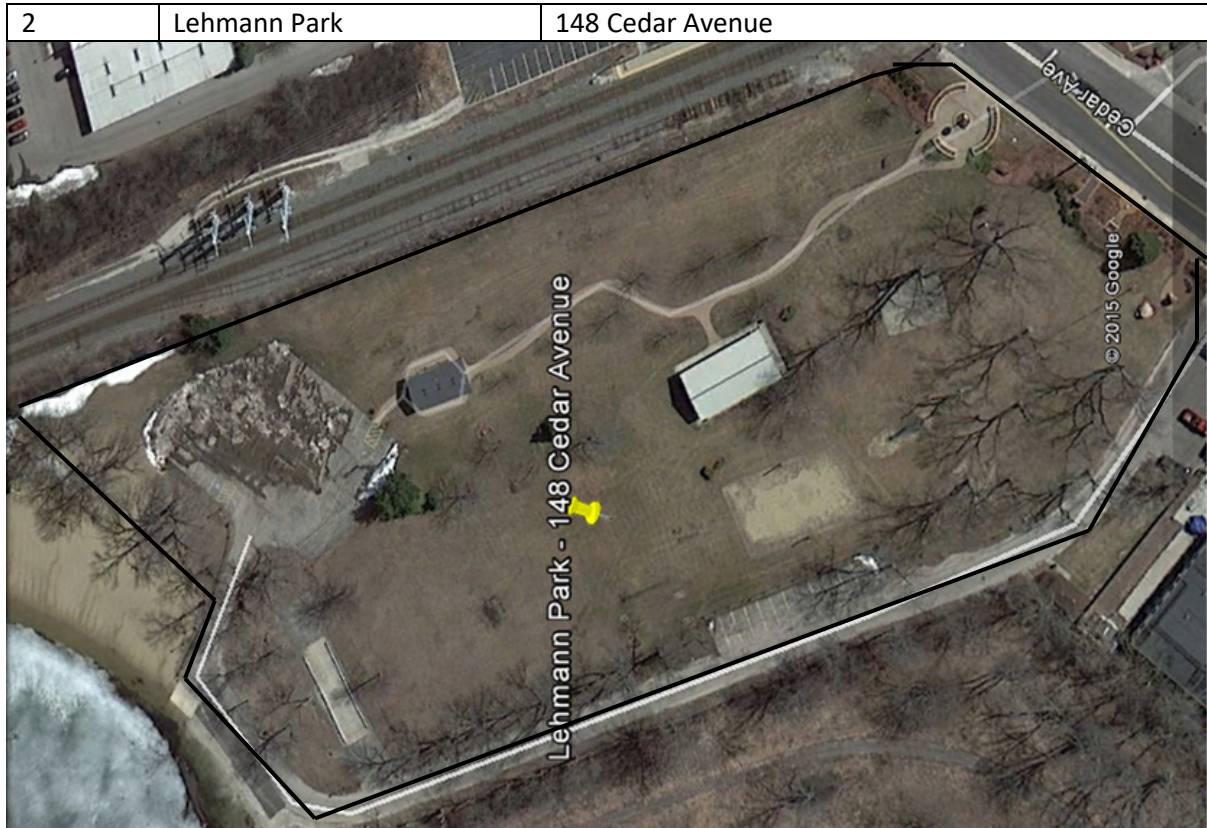
10. SECURED AREAS

Where the Village of Lake Villa has gates, or other physical access devices, the contractor must supply their own locks and keys; which can be attached to locks owned and/or operated by the Village of Lake Villa. All contractor locks and associated devices must be approved by the Superintendent of Public Works or their designee before use.

Maps & Price Schedule

Enclosed are map locations for each of the bid sites. Please note that the outlined areas are the areas in which the contract will be executed.





4	Steven Sherwood Memorial Park	Between 39 & 41 Kevin Avenue
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5	Cedar Crossing - Park 1	Between 900 Charlton Road & 594 Amherst Drive
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6	Cedar Crossing - Park 2 and Lift Station #10	Between 906 & 912 Park Avenue
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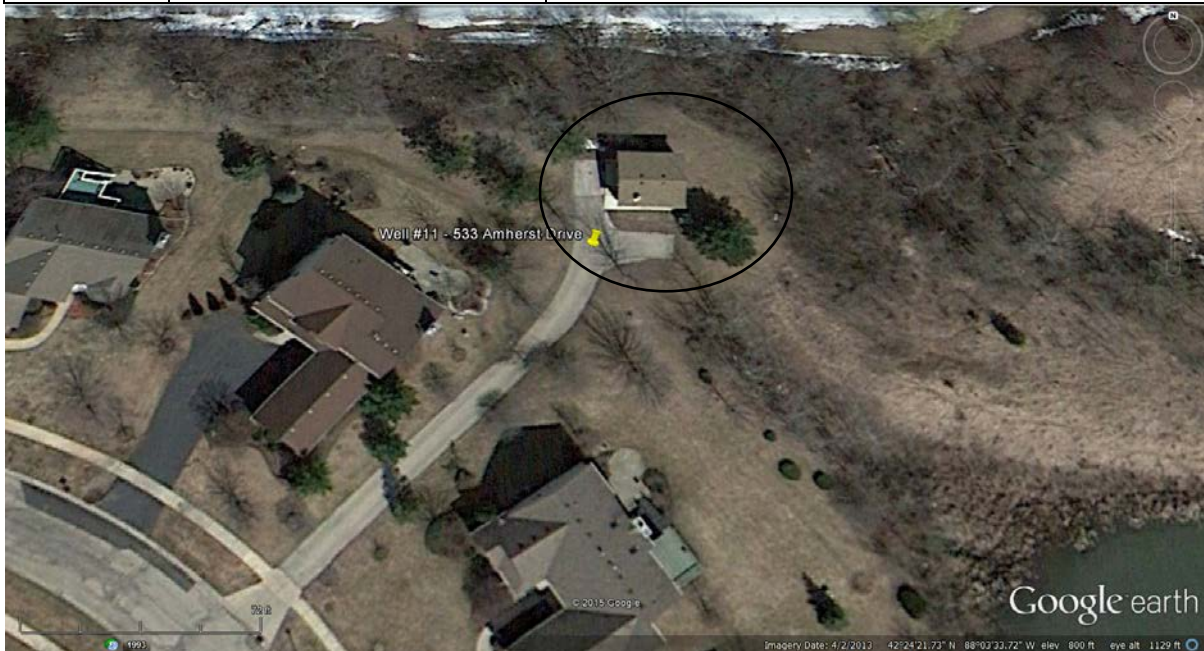
7	Well #5	108 S. Milwaukee Avenue
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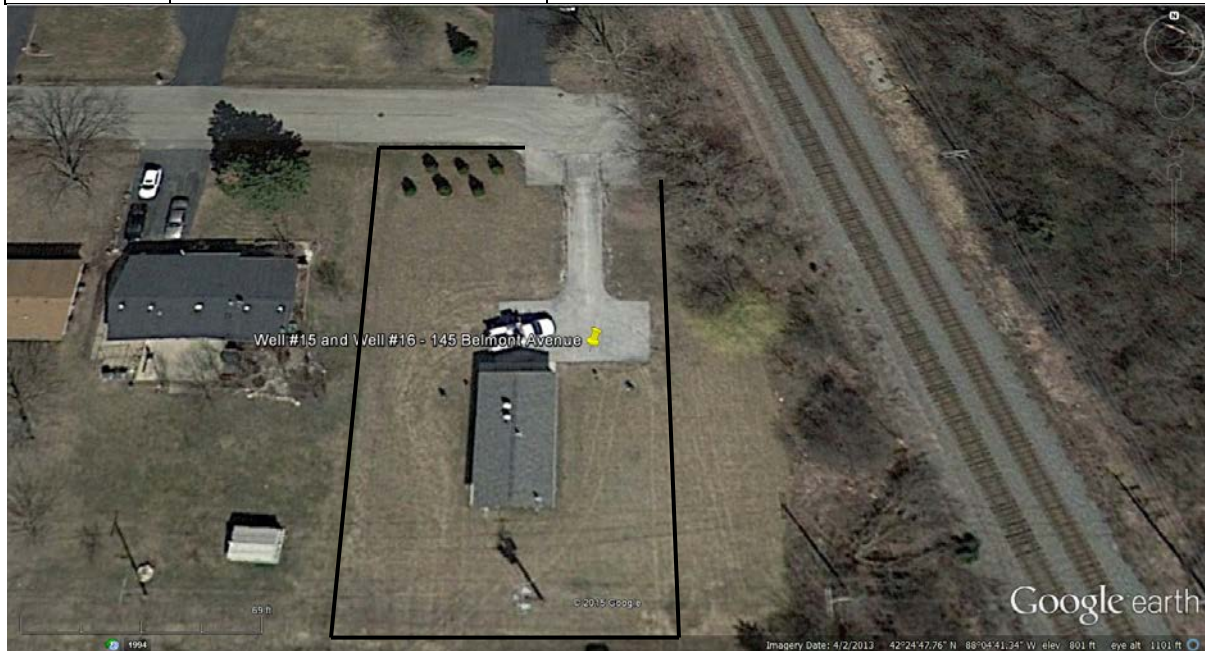
8	Well #8, Well #9, & Well #13	881 Deep Lake Road
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9	Well #11	533 Amherst Drive
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10	Well #15 & Well #16	145 Belmont Avenue
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11	Maintenance Facilities	222 Oak Knoll Drive
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12	Lift Station #5	Intersection of Old Monaville & Monaville Road
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13	Lift Station #6	1000 ft. north of Petite Lake Road on IL-83
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