

## CONTRACT

This contract made this       <sup>th</sup> day of        2027, between the City of Le Roy, Illinois a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, of 207 S East Street, Le Roy, McLean County, Illinois, hereafter referred to as Owner, and       ,        Le Roy, Illinois 61752, hereafter referred to as Contractor.

## RECITALS

- A. Owner is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois and Owner desires to have the services performed as detailed on *Exhibit A* hereto attached and herein incorporated the same as if herein fully rewritten.
- B. Contractor agrees to perform these services for Owner under the terms and conditions set forth in this contract.
- C. The term of this contract will begin on the date first written above and will expire on 12/31/2029.

In consideration of the mutual promises set forth in this contract, it is agreed by and between Owner and Contractor:

## SECTION ONE DESCRIPTION OF WORK

The work to be performed by Contractor includes all services generally performed by Contractor in Contractor's usual line of business, including, but not limited to the services detailed in the bid specifications (*Exhibit A*) hereto attached and herein incorporated the same as if herein fully rewritten.

Contractor shall perform all work in a reasonably workmanlike manner. If Owner or Owner's agent at any time determines Contractor has failed to perform said work in a reasonably workmanlike manner, Owner may notify Contractor in writing of same, stating the objections Owner has to the performance of the work in enough detail to allow Contractor to correct the performance of the work. If Contractor fails to correct the performance of the work within a reasonable period of time after receiving Owner's objections, Owner may then at its sole election treat said failure by Contractor as a breach of this Contract and terminate the remainder of this Contract upon notice to Contractor.

## SECTION TWO PAYMENT

The maximum total payment by Owner to Contractor for calendar years 2027, 2028, and 2029 under this Contract shall be the Base Bid cost of: \$        for Locations 1-19 for 23 mows; \$        for Locations 20-22 for 12 mows; \$

per requested mow for the Landfill; and \$  
Fox Run Detention [*As detailed in Mowing Schedule*].

per requested mow for the

Contractor shall submit periodic invoices to Owner for work completed by Contractor. If such an invoice is received by Owner no later than the close of City Hall business hours the Wednesday preceding a regular Le Roy City Council meeting, the invoice will be processed after approval of the invoice at that regular City Council meeting.

### SECTION THREE RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. Owner is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of owner for any purpose, and the employees of Contractor are not entitled to any of the benefits that Owner provided for Owner's employees. It is understood that Owner does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other Owners while under contract with Owner.

### SECTION FOUR CONTRACTOR'S EMPLOYEES

Contractor shall furnish qualified and experienced workers and supervisors to carry out the work to be performed under the contract. Contractor shall at all times enforce strict discipline and maintain good order among the workers engaged in such work and shall cause such workers to observe all reasonable fire prevention and safety rules and regulations in force at the site of the work. Contractor shall not employ any unfit person or anyone not skilled in the work assigned. Persons hired by Contractor shall be and remain Contractor's employees.

### SECTION FIVE CONTRACTOR'S EMPLOYEE'S COMPENSATION

Contractor shall pay all skilled and unskilled laborers employed directly on the site of the work, unconditionally and not less often than bi-weekly, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at applicable wage rates.

### SECTION SIX CONTRACTOR'S RESPONSIBILITIES

Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to all employees engaged in the performance of work under this contract. Contractor shall furnish to Owner, on the request of Owner, a certificate or other evidence of compliance with all state or federal

laws concerning contributions, taxes, and payroll assessments. In addition, Contractor agrees to pay any and all gross receipts, compensating, transaction, sales, use, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

Contractor agrees to maintain, at Contractor's expense, general liability insurance, and business automobile liability insurance in amount of one million dollars (\$1,000,000) each to fully protect both Contractor and Owner from any and all claims for injury or death arising from the performance of this contract. Contractor agrees to provide Owner with proof of such certification.

Contractor understands and acknowledges that Owner has an express policy and prohibition against discrimination against any worker, employee, applicant, or any member of the public based on (perceived or actual) race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran's status, physical or mental disability, or any other discriminatory practice expressly prohibited by State of Illinois and federal law. Contractor also understands and acknowledges that Owner has an express policy and prohibition against harassment (including sexual harassment) of any worker, employee, applicant, or any member of the public. Contractor agrees to abide by these prohibitions and agrees to hold harmless Owner in the event that Contractor or its employees should engage in any of the behaviors described above.

Owner shall not be responsible or be held liable for any injury or damage to person or property resulting from the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even if such equipment is furnished, rented, or loaned to Contractor by Owner. The acceptance or use of any such equipment by Contractor or any of Contractor's employees shall be constructed to mean that Contractor accepts full responsibility for, and agrees to indemnify Owner against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such injury or damage is to an employee or the property of Contractor, other Contractors, Owner, or other persons.

## SECTION SEVEN WORKER'S COMPENSATION INSURANCE

Contractor agrees to maintain, at Contractor's expense, worker's compensation insurance in amount of five hundred thousand dollars (\$500,000) to fully protect both Contractor and Owner from any and all claims for injury or death arising from the performance of this contract. Contractor agrees to provide Owner with proof of such certification.

## SECTION EIGHT WORK PERFORMED AT CONTRACTOR'S RISK

Contractor shall take all precautions necessary and shall be responsible for the safety of the work hereunder and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for that purpose. All work shall be done at Contractor's risk. If any loss or damage shall result from fire or from other cause, Contractor shall promptly repair such damage or replace such loss free from all expense

to Owner. Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

SECTION NINE  
LIABILITY

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used and the actions of Contractor's employees in the performance of this contract. Contractor will carry for the duration of this contract, public liability insurance which includes the City of Le Roy as additionally insured, in an amount acceptable to Owner. Contractor agrees to indemnify Owner for any and all liability or loss arising in any way out of the performance of this contract and Contractor shall hold Owner harmless from any and all claims arising from said liability or loss.

SECTION TEN  
ENTIRE AGREEMENT

Upon breach of this Contract by Contractor, Contractor shall pay to Owner any and all costs incurred by Owner, including but not limited to reasonable attorney's fees, to enforce the terms of this Contract and any rights arising hereunder.

SECTION ELEVEN  
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and Owner with respect to the subject matter thereof and supersedes and cancels any and all prior oral or written agreements or understandings between the parties with respect to the foregoing matters. This agreement may be changed only in writing signed by all parties, and is binding on the parties' respective heirs, representatives, successors, and assigns.

In witness whereof, the parties have executed this agreement at Le Roy, Illinois, the day, and year first written above.

The City of Le Roy, Illinois,  
207 S. East Street  
Le Roy, IL 61752

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**General Information – Scope of Services**

This scope of work pertains to the requirements of maintaining grass and landscaped areas at various locations in the City. As part of the response to this RFP, bidders, if awarded, will be required to fill out a weekly check sheet showing what tasks were performed. The overall responsibility of the contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The contract shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance tasks in the RFP. Contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

It shall be the contractor's responsibility to verify the areas, sizes, and quantities of the surfaces and items to be maintained in this RFP. Failure of the contractor to verify the listed amounts shall not relieve the contractor of responsibility to provide all services required to the standards included herein, for the prices submitted in contractor's proposal.

**Hours When Work Is To Be Performed**

All work is to be performed Monday through Saturday 7:00am-6:00pm and Saturday 8:00pm-5:00pm. No work shall be performed on Sunday without advanced approval from the Contract Manager or the City Administrator.

**Scheduling of Work – Beginning Of Contract Term**

At least five (5) business days prior to the commencement of the contract, the Contractor shall submit in writing to the Contract Manager or his/her designee, the name of the On-Site Supervisor authorized to act for the contractor in every detail for the lawn mowing and landscaping services.

At least five (5) business days prior to the commencement of the contract, the Contract Manager or his/her appointee, will confer with the Contractor and review the total specification requirements, total workload and the lawn mowing and landscaping services proposed by the contractor.

**Specifications**

The lawn and landscaped areas must be maintained and serviced at the frequency and to the standards as detailed in these specifications. The Contract Manager or his/her designee shall determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the Contractor's monthly invoice.

The following standard outlines the scope of services and responsibilities required of the contractor but may not be inclusive of the entire scope of services. The specifications outline the quantity and category of work required. Other parts of the contract (not

included here) provide requirements such as insurance and licensing standards, hours of work, work authorization, etc.:

1. Contractor shall replace, at no additional cost to the City, any turf, plant materials, or any other City property damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be remedied within two (2) weeks of identification of damage. Alternatives to size, variety, and schedule of replacement must have written permission of the City.
2. Contractor is not responsible for losses, repair, or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles), or the acts of third parties over whom the Contractor has no reasonable means of control.
3. Contractor shall inform the City on a monthly basis of plant losses unrelated to the maintenance activities that are observed by the contractor's employee(s) while conducting regularly scheduled services on City property.
4. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding safety, hazardous material spill response, and lawn care. The City reserves the right to demand the replacement of Contractor's staff that do not meet the City's standards for safety, professionalism, or horticultural knowledge.
5. Contractor will provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Contractor will provide cellular telephone numbers for the Site Supervisor.
6. Contractor will attend meetings and site inspections of the grounds as requested by the Contract Manager or City Administrator.
7. Contractor shall maintain a computerized log of activities performed and provide a written copy monthly.
8. Contractor shall establish a schedule/chart for regular maintenance activities by area and submit to the Contract Manager for review. Contractor and the Contract Manager shall work together to adjust the schedule where necessary to avoid conflicts. There are several events that go on each year that require property to be in compliance with the specifications of the RFP at the time of the event (e.g., Fall Festival and Park Fest) as well as ongoing State requirements for compliance.
9. All areas will be mowed with professional quality mowing equipment. Prior to each mowing, remove all litter and debris from lawn areas. Alternate mowing directions where feasible every mowing. Maintain a uniform lawn height free from scalping.
10. The City and Contractor will evaluate and determine any areas that require bagging and removal of clippings on regular year-round basis.
11. Contractor is responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City.
12. Clippings will be swept or blown after each mowing. Sweeping is encouraged when feasible. Clippings are not to be blown onto sidewalks or streets.

13. Contractor shall trim all formal lawn areas that cannot be reached by a mower after each mowing. Areas to be trimmed include any lawn adjacent to poles, signs, trees, walls, and other obstacles. Perform trimming to the same height as mowing and remove larger debris.
14. Contractor shall trim around all guardrails every other mowing.
15. Contractor is responsible for any damage incurred as a result of trimmer or edger use. Damage to trees and shrubs resulting from such use shall be repaired or replaced at no cost to the City.
16. Personnel employed by the Contractor shall be capable employees qualified for this type of work. A fully qualified workforce shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision.
17. The Contractor's supervisors shall be fully and adequately trained and have a minimum of five (5) years experience in lawn and landscaping supervision sufficient in scope to meet the approval of the Contract Manager.
18. The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of law and landscaping operations at all times.
19. Contractor shall be liable for any damage caused directly, indirectly, intentionally, or unintentionally by its employees.
20. The Contractor shall provide an on-site supervisor who will represent the contractor concerning the application of this contract. The Supervisor will engage in routine communications with the Contract Manager or his/her designee to receive instructions or other input regarding lawn mowing and landscaping needs. The Supervisor is responsible for directing the contractor's work force and accountable for all activities and behavior of all personnel assigned by the contractor to perform work under this contract. The Contractor shall be responsible for all training and safety precautions related to the work performed under this contract.
21. The City demands strict conformance to the standards and frequency specified. The Contract Manager or his/her designees will inspect all completed work and will ascertain that the tasks have been satisfactorily completed.

### **Mowing Schedule**

22. The mowing season will run from April-November in a given calendar year.
23. Mowed one (1) time per week or twenty-three (23) times per season:
  - a. Gaultney Park (Intersection of Buck and Green Streets);
  - b. Island at Washington and Walnut Street intersection on 150.
  - c. Kiwanis Park (Downtown Circle Park between Chestnut and 150).
  - d. Police Department side and rear yards (111 E. Center Street).
  - e. Right-of-way (ROW) along East and Chestnut Streets (Downtown Area).
  - f. Area directly South of Freedom Gas Station, across at 150 (State/Railroad Property).
  - g. Bowman Park and ROW along Center Street (400 block of E. Center Street).

- h. ROW by concrete ditches on the west side of Mill Street (Bowman Park and Library).
  - i. Park Avenue Boulevards (between Center and Vine Streets).
  - j. City Hall (207 S. East Street).
  - k. ROW South of old firehouse building (110 S. East Street).
  - l. Pleasant Valley Island Entrance and ROW on east side of entrance (S. Chestnut Street).
  - m. Lester Wilson Park (108 Pheasant Lane, Golden Eagle Subdivision).
  - n. Falcon Ridge Park (200 Falcon Ridge Drive).
  - o. 102 Marsh Hawk Drive (Across from Falcon Ridge Park).
  - p. ROW on Chestnut Street (Cedar Street to Sunset Drive).
  - q. Street Department Facility (410 N. Hemlock Street).
  - r. Water Treatment Plant (710 N. White Street); and
  - s. South Water Tower Property (Bicentennial Drive).
24. Mowed one (1) time every two (2) weeks during season:
- a. ROW from Sunset Street to I-74 overpass on both sides of South Chestnut Street.
  - b. Brickyard Fields Park (East of Falcon Ridge Subdivision on County Road 21); and
  - c. Howard Virgin Timber Park (Route 150 East of LeRoy).
25. Mowed at the request of the Street Department Superintendent:
- a. City Landfill (South of Golden Eagle Subdivision on Salt Creek Road); and
  - b. Fox Run Detention Basin (East end of Fox Run Subdivision)

### **Payment to Contractor**

At the end of each month, the contractor shall render to the Contract Manager their invoice for the services provided during the preceding month. The invoice shall not exceed 1/9<sup>th</sup> of the annual base amount of the contract.

Requests by the Street Department Superintendent to mow and trim the City of LeRoy Landfill and the Fox Run Detention Basin shall be itemized separately.

The Contract Manager, or his/her designee, shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the contract. Should the contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

### **Reductions in Pay**

Reductions for below standard work will be made if, after the second documented notification, the Contractor has not corrected the deficiency, and City worker(s) are assigned to perform the task(s) or was not completed at all by the contractor.

Reductions for non-performance will be made if the task(s) is not done and City worker(s) have to be assigned immediately to perform the task(s).

Reductions for the above issues will be based on the hourly billing rate of the City employee(s) plus benefits assigned to perform the task(s) times the hour(s) required for City worker(s) to perform the task(s). If the work was not performed by the contractor and was omitted, a deduction based on the percentage of the overall monthly bill, minus the work not completed, will be calculated and the bill adjusted accordingly.

### **Changes and Termination of Contract**

The Contract Manager may, at any time, have to change the scope of the contract by written modification. The contractor will be notified of the intended changes in writing and will be given an opportunity to provide agreement or input regarding the suggested modifications. Upon execution of the changes, the contractor's monthly invoice shall be adjusted if necessary to reflect the value of the change in the services under the contract.

The City may cancel the contract at any time, for any reason, upon giving thirty (30) days' written notice to the contractor. The City shall have the right to terminate the contract immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days after the Contractor receives written notice from the City.