



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

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Frank DeSimone

Board of Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers

February 6, 2024

Ms. Cheryl Holtz
1593 Wadsworth Road
Wheaton, Illinois 60189

Re: February 5, 2024 Commercial FOIA Request

Dear Ms. Holtz:

I am pleased to help you with your February 5, 2024 Commercial Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on February 5, 2024. You requested copies of the items indicated below:

"Presented and awarded contracts for Lawn Maintenance for the Village of Bensenville for the periods of April-November for the years 2021-2023."

Your FOIA is hereby granted in full with the enclosed records. No redactions have been made.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville



VILLAGE OF BENSENVILLE FREEDOM OF INFORMATION ACT REQUEST FORM

TO: COREY WILLIAMSEN
Freedom of Information Officer
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

FROM: Name Cheryl Holtz
Address 1593 Wadsworth Rd
Wheaton, IL 60189
Phone 630-674-2437
E-Mail holtzmanllc@gmail.com

TITLES OR DESCRIPTION OF RECORDS REQUESTED (Please Include Date of Birth and Case Number for Police Records):

Presented and Awarded Contracts for Lawn Maintenance for the Village of Bensenville for the periods of April-Novmebe for the years 2021-2023

☒ THIS REQUEST IS FOR A COMMERCIAL PURPOSE (You must state whether your request is for a commercial purpose. A request is for a "commercial purpose" if all or any part of the information will be used in any form for sale, resale, or solicitation or advertisement for sales or services. Failure to disclose whether a request is for a commercial purpose is a prosecutable violation of FOIA.)

Would like your request delivered via: ☒ E-Mail ☐ U.S. Mail ☐ Pick-Up*

*Pick-Up is available by appointment at Village Hall Monday thru Friday; between 8:00 a.m. - 5:00 p.m.

I understand that any payment need be received before any documents are copied and/or mailed.

Date 2/5/2024

Signature Cheryl Holtz

All FOIA responses are posted on the Village's website. Name and address of the requestor will be made public.

The first fifty (50) pages of the request are free. The fee charge is fifteen (15) cents after the first fifty (50) pages.

Unless otherwise notified, your request for public records will be compiled within five (5) working days.

Unless otherwise notified, any request for commercial purposes will be compiled within twenty-one (21) days working days.

COREY WILLIAMSEN, FREEDOM OF INFORMATION OFFICER

Telephone: (630) 350-3404 Facsimile: (630) 350-3438

E-mail Address: FOIArequest@bensenville.il.us

For Freedom of Information Officer Use Only

2/5/24
Date Request
Received

3/5/24
Date Response
Due

4/3/24
Date Extended
Response Due

150 -
Total Charges

2/6/24
Date Documents
Copied or Inspected

Received by Employee: _____

RESOLUTION NO. R-12-2021

**AUTHORIZING THE EXECUTION OF AN EXTENSION #2 OF THE
CONTRACT WITH ADDLAWN LANDSCAPING INC. FOR LAWN
MAINTENANCE SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$74,454**

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville owns and maintains multiple lawn/turf property sites throughout the Village, and

WHEREAS the Village of Bensenville contracted services for lawn maintenance services at these locations, and

WHEREAS the Village of Bensenville solicited formal bids in 2018 for the 2019 Lawn Maintenance Program and received four (4) bids, and

WHEREAS Addlawn Landscaping Inc., was the low bidder and was awarded the contract in the amount of \$73,000 (Resolution 144-2018)

WHEREAS the Village execute Extension #1 for the 2020 Lawn Maintenance Program on December 17, 2019 (Resolution 146-2019)

WHEREAS the Village of Bensenville desires to execute Extension # 2 with Addlawn Landscaping, Inc. for the 2021 Lawn Maintenance Program,

WHEREAS, the changes for Extension # 2 include maintenance of Route 83 right-of-way's including center lane weed whipping, and

WHEREAS, the modified cost for the 2021 Program is \$74,454, and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of an Extension #2 of the Contract with Addlawn Landscaping, Inc. for Lawn Maintenance Services in the Not-to-Exceed Amount of \$74,454

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated January 26, 2021

APPROVED: 
Frank DeSimone

ATTEST: 
Nancy Quinn, Village Clerk

AYES: Franz, Frey, Lomax, Panicola, Perez

NAYS: None

ABSENT: Carmona



**EXTENSION AGREEMENT #2 FOR
2021 LAWN MAINTENANCE SERVICES FOR THE
VILLAGE OF BENSENVILLE, ILLINOIS**

THIS EXTENSION AGREEMENT is made this 26th day of January 2021, between the Village of Bensenville, Illinois (hereinafter "OWNER"), whose principal address, for the purposes of any notice required herein, is: Director of Public Works, 717 E. Jefferson Street, Bensenville, Illinois 60106, and Addlawn Landscaping, Inc. (hereinafter "CONTRACTOR"), whose principal address, for the purposes of any notice required herein are: 960 N. Lombard Road, Lombard, Illinois 60148.

OWNER and CONTRACTOR acknowledge and mutually agree as follows:

1. OWNER and CONTRACTOR entered into a Contract for 2019 for Lawn Maintenance Services for the Village of Bensenville in the amount of \$72,990.00 with possibility of mutually agreed upon extensions.
2. OWNER and CONTRACTOR executed Extension Agreement #1 for 2020 Lawn Maintenance Services for the Village of Bensenville that reduced the cost to \$69,590.00 (attached for reference).
3. OWNER and CONTRACTOR hereby enact **Extension Agreement #2** for 2021 Lawn Maintenance Services for the Village of Bensenville for a revised cost of **\$74,454**
4. The OWNER and CONTRACTOR agree to the following changes to the Original Contract:
 - Initiate Alternate Bid item Map 64 at a cost of \$3,584 (to be cut every other week and will include dead ends already identified in Map 3).
 - Initiate weed whipping of turn lanes on Map 67 at an additional annual cost of \$680.00.
 - Initiate weed whipping of turn lanes on Map 68 at an additional annual cost of \$600.00.
5. Any and all other provisions of the Agreement (or subsequent Amendments) not otherwise amended herein shall remain applicable, governing and in full force and effect throughout the Term of the Agreement.

Both parties indicate their approval of this Extension of Agreement by their signatures below.

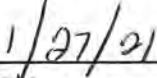
Addlawn Landscaping, Inc. By:



Authorized Signature



Title



Date

Village of Bensenville By:



Authorized Signature

Village President

Title

January 26, 2021

Date

#64 Rt. 83 East & West side Corners, Deadends, ROWs, Shoulders North of Irving Park Rd. to Foster Ave.
from pavement to fencelines



#64 Rt. 83 East & West side Corners, Deadends, ROWs, Shoulders North of Irving Park Rd. to Foster Ave.
from pavement to fencelines



#67 RT. 83 Medians Irving Park Rd. South to Frontage Rd.



#68 RT. 83 Medians Thorndale Ave. South to Irving Park Rd.



RESOLUTION NO. R-17-2021

**AUTHORIZING THE EXECUTION OF A SECOND ONE YEAR CONTRACT EXTENSION
WITH L.A.R. LAWN & GROUND CORP. FOR THE 2021 TALL GRASS PROGRAM**

WHEREAS, the Village of Bensenville (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS, the Village of Bensenville has established a Tall Grass Program to properly maintain an acceptable height of grass on properties where the owner has not, and

WHEREAS, the Village of Bensenville historically publically bid for outside contractors to provide grass-cutting service, and

WHEREAS, the Village of Bensenville intends to hire an independent contractor to provide the grass cutting services, and

WHEREAS, the Village of Bensenville formally opened bids for the 2019 Tall Grass Program on April 3, 2019, and

WHEREAS, L.A.R. Lawn & Ground Corp. of Bensenville, IL submitted the lowest responsive bid in the amount of \$90 per lot, and

WHEREAS, the executed contract with L.A.R. Lawn & Ground Corp. contained provision for two one-year extensions, and

WHEREAS, the Village of Bensenville approved Resolution R – 13 – 2020 for a one-year extension for the 2020 program year, and

WHEREAS, L.A.R. Lawn & Ground has agreed to maintain the 2019 bid pricing for the 2021 program year, and

WHEREAS, the Village of Bensenville has determined that there is a fiscal benefit to contract the Tall Grass Program grass cutting services, and

WHEREAS, L.A.R. Lawn & Ground Corp. has performed their work for the Village of Bensenville in a professional and timely manner.

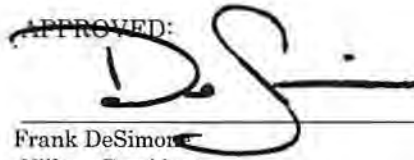
BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes the Village Manager to execute a one-year contract extension with L.A.R. Lawn & Ground Corp. of Bensenville, Illinois to provide Tall Grass Program Grass cutting for the 2021 Tall Grass Program.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, February 9, 2021.

APPROVED:


Frank DeSimon
Village President

ATTEST:


Nancy Quinn,
Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

ABSENT: Perez

**A YEAR Three CONTRACT EXTENSION WITH L.A.R. LAWN & GROUND CORP.
FOR THE 2021 TALL GRASS PROGRAM
VILLAGE OF BENSENVILLE, ILLINOIS**

THIS EXTENSION OF AGREEMENT is made this 6th day of November 2020, between the Village of Bensenville, Illinois (hereinafter "Village"), whose principal address for the purposes of any notice required herein is : Director of Community & Economic Development, 12 South Center Street, Bensenville, Illinois 60106 and L.A.R. Lawn & Ground Corp. (hereinafter "LAR"), whose principal address, for the purpose of any notice required herein is 501 E. Washington Street Bensenville, Illinois 60106.

VILLAGE AND LAR acknowledge and mutually agree as follows:

1. VILLAGE AND LAR entered into a contract for the VILLAGE'S Tall Grass Program on April 16, 2019 that included the option for two one-year extensions.
2. VILLAGE AND LAR hereby enact a one-year extension for the 2021 Tall Grass Program.
3. VILLAGE AND LAR AGREE that the 2019 bid price will be in effect for the 2021 Tall Grass Program.

Both parties indicate their approval of his extension of Agreement by their signatures below.

L.A.R. Lawn & Ground Corp. By:



Authorized Signature

Luis Reyes

Printed Name

owner

Title

11-10-2020

Date

Village of Bensenville By:



Authorized Signature

Evan K. Summers

Printed Name

Village Manager

Title

February 9, 2021

date

RESOLUTION NO. R-47-2019

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN &
GROUND CORP. FOR THE 2019 TALL GRASS PROGRAM**

WHEREAS, the Village of Bensenville (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS, the Village of Bensenville has established a Tall Grass Program to properly maintain an acceptable height of grass on properties where the owner has not, and

WHEREAS, the Village of Bensenville historically publically bid for outside contractors to provide grass-cutting service

WHEREAS, the Village of Bensenville intends to hire an independent contractor to provide the grass cutting services, and

WHEREAS, the Village of Bensenville formally opened bids for the 2019 Tall Grass Program on April 3, 2019, and

WHEREAS, L.A.R. Lawn & Ground Corp. of Bensenville, IL submitted the lowest responsive bid in the amount of \$90 per lot, and

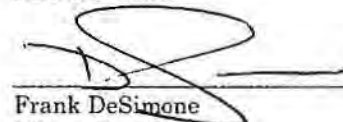
WHEREAS, the Village of Bensenville has determined that there is a fiscal benefit to contract the Tall Grass Program grass cutting services

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties DuPage and Cook, Illinois as follows:

THAT the Village Board authorize the Village Manager to execute a purchase order and other associated documents to L.A.R. Lawn & Ground Corp. of Bensenville, Illinois to provide Tall Grass Program Grass cutting for the 2019 Tall Grass Program.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, April 16th, 2019.

APPROVED:



Frank DeSimone
Village President

ATTEST:



Nancy Quinn,
Village Clerk

AYES: Carmona, Franz, Lomax, Panicola

NAYS: None

ABSENT: Jaworska, Perez

04.03.19 Tall Grass Program

We had four options in the Bid

Condition 1:

Typical Lot with structure and mulch in place

Condition 2:

Typical Lot without Structure and mulch in place

Condition 3:

Typical Lot with structure and collect and dispose of clippings

Condition 4:

Typical Lot without structures and collect and dispose of clippings

Previous contract for standard Lot was \$90 from Eagles Landscape.

Contractor	Condition 1	Condition 2	Condition 3	Condition 4
LAR	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Municipal Resource Mgmt.	\$ 90.00	\$ 100.00	\$ 95.00	\$ 110.00
Eagles	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Fleck	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00

Staff recommends Conditions 3 & 4, collecting and disposal of clippings.



L.A.R. LAWN & GROUNDS

Luis Reyes

501 E Washington St
Bensenville, IL 60106
(708) 770-2860
Luisar2224@gmail.com

REFERENCES:

Latta Kussmann
733 Sunrise
Roselle, IL 60172
(630) 893-2762

Karen Dooley
828 Tamarac Dr
Carol Stream, IL 60188
(630) 890-4499

Heather Battaglia
108 E Jackson St
Villa Park, IL 60181
(847) 826-8186



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ALFRED YANEZ III (23358)
314 W EGGLESTON AVE
ELMHURST, IL 60126-0000

CONTACT NAME: ALFRED YANEZ III
PHONE (A/C, No, Ext): 630-279-6429 FAX (A/C, No): 630-279-7912
E-MAIL: ALFRED.YANEZ@COUNTRYFINANCIAL.COM
ADDRESS:

INSURED 4512417
REYES LUIS DBA LAR LAWN AND GROUNDS
501 E WASHINGTON ST
BENSENVILLE, IL 60105

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: COUNTRY Mutual Insurance Company	20990
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GENTL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		AM9273312	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AV9273316	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF BENSENVILLE
12 S CENTER STREET
BENSENVILLE, IL 60106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADVERTISEMENT TO BID

The Village of Bensenville will accept bids for “**Lawn Maintenance**” for the period starting April 23, 2019 through November 15, 2019. The bids shall be sent to the **Office of the Deputy Village Clerk** located at 12 S. Center St., Bensenville, IL 60106, between 8:00 am and 5:00 pm, Monday through Friday. The bids will be publicly opened at **9:30 AM on April 3, 2019** at the Bensenville Village Hall, 12 S. Center Street. No late bids will be accepted under any circumstances.

The bid must be in a sealed opaque envelope plainly marked **Lawn Maintenance – BID**.

The Village Board reserves the right to reject any and all bids or portions thereof.

Nancy Quinn
Village Clerk

TERMS AND CONDITIONS

- 1) Three (3) references are required. The references shall be of like-kind contracts.
- 2) The Village retains the right to cancel the contract for any or no specified reason.
- 3) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 4) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled Village Insurance Requirement.
- 5) ROW area is defined as the area between the curb and sidewalk which contain grass.
- 6) Pages 5, 6, 15, 16, and 24, **MUST** be signed in order to be considered a valid bid.
- 7) All questions are to be directed to Scott Viger the Director of Community & Economic Development, located at 12 S. Center Street, phone 630.350.3411.

Contract Extension & Escalator Clause:

Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from April 1st, 2020 through March 31st, 2021; and the second extension from April 1st 2021 through March 31st, 2022.

A one time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the contract after the initial contract period. This economic adjustment may not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve month period.

The Village Board reserves the right to reject any and all bids or portions thereof

BIDDER INFORMATION SHEET

NAME: (PRINT) Luis Reyes

SIGNATURE: 

COMPANY NAME: L.A. R Lawn & Grounds Corp
(PRINT)

ADDRESS: 501 E. Washington St
Bensenville, IL 60106

TELEPHONE: 708-770-2860

FACSIMILE: _____

SERVICE LOCATION, if different than above address:

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque envelope plainly marked: Lawn Maintenance – BID.**

The bids must be received by **9:30am on April 3, 2019** at which time they will be opened and publicly read.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

BIDDING SCHEDULE

There are two different lot types that typically require mowing. The first type is roughly 50'x150' lot with a single family home, garage and driveway upon it. The second type is also roughly 50'x150', but it contains no structures upon it. Any properties that do not conform to one of these two conditions will be negotiated individually prior to the Contractor performing cutting services. All grass areas within the properties and Rights of Way are to be mowed and edges trimmed.

PROPOSAL FOR 2019 CONTRACT LAWN MAINTENANCE

Cost per lot, per mowing

Condition 1:

Cost to mow typical lot *with* structures on it
and mulch grass in place

\$ 90.00

Condition 2:

Cost to mow typical lot *without* structures on it
and mulch grass in place

\$ 90.00

Condition 3:

Cost to mow typical lot *with* structures on it
and collect and dispose of clippings

\$ 90.00

Condition 4:

Cost to mow typical lot *without* structures on it
and collect and dispose of clippings

\$ 90.00

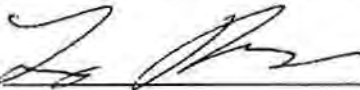
Note: Grass will be a minimum of 8" in height when it requires cutting and may be as high as 12-14"

Options/Alterations:

* Double lot with or without
structures \$175.00.

* Anything over 12" \$175.00

Authorized Signature



Title : owner

Date: 2/18/2019

SPECIAL PROVISIONS

General

These special provisions, and the Standard Specifications, and the Supplemental Specifications shall govern the work for the of 2019-2020 CONTRACT LAWN MAINTENANCE in the Village of Bensenville, Illinois.

Scope of Work

The work under this project shall consist of one contract for all material, tools, and all necessary appurtenances required for 2019 CONTRACT LAWN MAINTENANCE and all other collateral work needed to complete the project as specified herein. Only contractors qualified to perform this type of construction shall bid this project.

The following general Special Provisions shall apply to the work required to complete the mowing, trimming, and policing required for the Village mowing sites, as identified weekly by the Community and Economic Development Department. The following shall be required to be completed by the contractor at each site during each mowing, and this work shall not be paid for separately but shall be included in the price of each Mowing Site Cost.

The selected Contractor shall designate one responsible company agent to act as an overall foreman. Said foreman shall be fluent in English. The foreman shall notify the Community and Economic Development Department or his designee 24 hours prior to every day that the Contractor will be working. Any work performed without said notification shall not be paid for.

The Contractor agrees to repair or replace, to the satisfaction of the Community and Economic Development Department, or his agent, any vegetation or property damaged by his operations. The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined in accordance with the enclosed specifics. Prices indicated on the bid proposal for this contract shall include all work contemplated by these specifications.

The Contractor shall submit bi-weekly invoices to coincide with the Village Board Warrant, along with request of payment, an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.

These Special Provisions are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these Special Provisions omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Village, or at a negotiated cost with the Village, so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

If the Contractor defaults or neglects to carry out the work in accordance with the contract specifications, or fails to perform any provision of the contract, the Village may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; or at it's option, may terminate the contract.

Height of Cut

Mowing Sites:

Mowing equipment will be set between 2" to 2-1/2 " at all times. Grass cut should be maintained at 2" to 2-1/2" throughout. In other words, mower setting should depend upon terrain being mowed to insure a final grass height of 2". The Village shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

According to Village Ordinance, a property is posted for tall grass when it grows to 8" in height. Once posted, the property owner has 7 days to comply otherwise the Village will cut the property. Grass being cut under this contract will be a minimum of 8" in height, and can be 12-14" in some cases.

Frequency

As directed by the Community and Economic Development Department.

Properties must be posted for 7 days once the grass grows to 8" in height per ordinance. The contractor will be notified on the same day each week for the properties that require cutting. There will be several weeks in between mowing each lot with no set schedule. Some weeks may have as many as 15 lots to be cut. Other weeks may not have any lots at all that require cutting.

Trimming

Final trimming around objects such as curbs, benches, signs, railroad ties, trees, shrubs, parking stops, posts, etc. will be accomplished with suitable mechanical equipment capable of providing the same cutting height as the rest of the property. Proper trimming shall be completed before that specific property and site is to be considered completed. Trees, shrubs and other plants shall not be "barked" by contacting them with the mowing equipment or string trimmers.

Trash/Debris

At each site, trash, debris, glass, rocks, etc. shall be picked up from the entire property and properly disposed of before mowing begins. Mowing over paper, cups, cans and other litter shall not be acceptable and shall result in no payment for that mowing.

Equipment Condition

All equipment shall be in good, safe, and proper operating condition. All mowing equipment shall have sharp blades so that the grass is cut properly. Any equipment leaking gasoline or oil shall immediately be removed from service and not allowed to be used again until said leak has been repaired.

Fuel/Oiling

Mowers shall not be fueled or oiled in grass areas. All equipment shall be moved to a concrete area to be fueled. Any worker caught fueling in a grass area may be removed from the project for the duration of the contract at the sole discretion of the Village.

Clippings

Grass shall be either mulched in place so as not to leave piles or clumps of clippings visible on the property, or it shall be collected and hauled away by the contractor, whichever method is selected by the Village after bid opening. Grass shall be cut in the direction that deposits the clippings in the opposite direction of pavement and landscape beds. If piles of clippings are found to be present on a property, services at said property will not be paid for by the Village.

Hours of Operation

The contractor may perform the work on any day or days of the week except Sunday. Work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. The Community and Economic Development Department will notify the Contractor of any events or requirements that may impact or be affected by the performance of Contractor's maintenance duties and the Contractor shall reschedule his mowing schedule to accommodate the Village.

Personnel, Appearance and Uniforms

The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of Bensenville's public relations. The Contractor's personnel shall, at all times, wear matching T-Shirts bearing the name of the contractor in large type. The Village of Bensenville and the Contractor will each be promptly notified by the other of any complaints received from nearby neighbors and property owners. At all times the Contractor's mowing crew foreman or crew leader shall have a copy of this contract's specifications and mowing sites list in their possession at the work sites and be familiar with its contents. The Contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the Village of Bensenville, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.

Public Safety and Convenience

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from the Supervisor of Forestry or his authorized representative the Contractor shall discontinue said hazardous work practice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public to private property.

Fertilizing

No fertilizing is required in this contract.

Partial Payment

Payments shall be processed within 45 to 60 days. The payment form shall be the document that the Contractor shall submit each bi-weekly, along with request of payment, showing an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the release of any payment. Upon approval by the Public Works Department, the Village shall contact the Contractor to inform them of the approved amount for which the necessary lien waivers should be made. The waivers shall include all amounts paid to the contractors, subcontractors, suppliers, and their respective supporting lien waivers shall accompany the Contractor's request.

Supporting lien waivers for subcontractors and suppliers shall be prepared on double faced forms, one side entitled "Waiver of Lien" and the other side "Contractor's Affidavit". Each side shall be completely filled out. The Contractor's Affidavit shall show names of all suppliers and contractors providing material and services for the subcontractor. Partial waivers shall be on Form 1722 C.T. & T. Company.

Acceptance and Final Payment

Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

Request for final payment shall be accompanied by the documentation outlined hereinbefore in the special provision covering PARTIAL PAYMENTS. Final lien waivers shall be on Form 1550 C.T. & T. Company.

Except as modified by the foregoing, final payment will be made in accordance with the requirements of Article 109.08 of the Standard Specifications as applicable to work.

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Village a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Village, to indemnify him against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable Attorney's fee.

Changes in the Work

The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering change.

In giving instructions, the Village shall have the authority to make minor changes in the work involving extra costs and not inconsistent with the purpose of the work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless it is in pursuance of an order by the Community and Economic Development Department, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such work change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in lump sum;
- b. By unit prices named in the Contract and subsequently agreed upon;
- c. By cost and percentage;
- d. By cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor shall proceed with the work, provided he receives an order as above. In such cases and also under cases (c) and (d), he shall keep account of the net cost of labor and materials, together with vouchers. In any case, the Supervisor shall certify to the amount, including reasonable allowances for overhead and profit due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Village's estimate.

Claims for Extra Cost

If the Contractor claims extra cost under this Contract either by drawings or otherwise, he shall give the Supervisor written notice thereof within a reasonable time after receipt of such

instructions, except in emergency which endangers life or property. The procedure shall then be as provided under CHANGES IN WORK. No such claim shall be valid unless so made.

Correction of Work Before Final Payment

All materials determined by the Village as failing to conform to the Contract shall be promptly removed from the premises by the Contractor, whether incorporated into the work or not. He shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Village. He shall bear all costs of making good the work of other contractors which is destroyed or damaged by such removal or replacement.

If the Contractor does not remove such non-conforming work and materials within a reasonable time as fixed by written notice, the Village may remove them and store the material at the expense of the Contractor. If the Contractor fails to pay the expense of such removal within ten (10) days thereafter, the Village may, upon ten (10) days notice in writing, sell such materials at auction or private sale and shall account for the new proceeds thereof after deducting all cost and expense that should have been borne by the Contractor.

Payment Withheld

The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments properly to subcontractors or for material or labor;
4. Damage to other contractors' tools, materials, work or equipment;
5. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

Deductions for Uncorrected Work

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

Public Safety and Convenience

During his operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Supervisor, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish, debris, etc. and shall leave the site of work in a neat and presentable condition wherever his operations have disturbed conditions which existed at the time of starting work. The cost of this cleaning up shall be incidental to the contract.

The Contractor shall be liable for damages to property, real or personal, which may arise from his operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

Noise Restrictions

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

Exceptions: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Supervisor.

CERTIFICATE OF COMPLIANCE

DRUG FREE WORK PLACE ACT 30 ILCS 580/ 1 et. seq.

I, Luis Reyes, the contractor under a certain contract dated: 2/18/2019 with the Village of Bensenville for Lawn Maintenance hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B) Establishing a drug free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the contractor's policy of maintaining a drug free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance programs and
- 4) the penalties that may be imposed upon employees for drug violations.

C) Making it a requirement to give a copy of the statement required by subsection A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace or worksite.

- D) Notifying the Village of Bensenville within 10 days after receiving notice under part b) of paragraph 3) of subsection A) from an employee or otherwise receiving actual notice of such conviction.
- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by paragraph H) below.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.
- H) Employee sanctions and remedies. A contractor shall, within 30 days, after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1) Take appropriate personnel action against such employee up to and including termination; or
 - 2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Contractor:

By: [Signature]

Title: Owner

SUBSCRIBED AND SWORN to before

me this 17 day of April, 2019.

[Signature]
NOTARY PUBLIC



GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid where applicable. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages (if applicable) – As required by federal, state and local regulations.
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local

- a) governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.
- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Lawn Maintenance - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (3) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders.

The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 3) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
 - (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability Coverage**
The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
- (3) **All Coverages**
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 4) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 5) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 6) Acceptance - Contracted work will be considered accepted when final payment is made.
- 7) Payment -
 - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 1st and 3rd Tuesdays of the month.
- 8) Guarantees and Warranties -
 - a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
 - b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 9) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

10) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c. The change is in the best interest of the Village;

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:



Signature

owner

Title

2/18/2019

Date

Village of Bensenville:



Signature

Village President

Title

4/16/19

Date

RESOLUTION NO. R-13-2020

**AUTHORIZING THE EXECUTION OF A YEAR TWO CONTRACT EXTENSION WITH
L.A.R. LAWN & GROUND CORP. FOR THE 2020 TALL GRASS PROGRAM**

WHEREAS, the Village of Bensenville (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS, the Village of Bensenville has established a Tall Grass Program to properly maintain an acceptable height of grass on properties where the owner has not, and

WHEREAS, the Village of Bensenville historically publically bid for outside contractors to provide grass-cutting service

WHEREAS, the Village of Bensenville intends to hire an independent contractor to provide the grass cutting services, and

WHEREAS, the Village of Bensenville formally opened bids for the 2019 Tall Grass Program on April 3, 2019, and

WHEREAS, L.A.R. Lawn & Ground Corp. of Bensenville, IL submitted the lowest responsive bid in the amount of \$90 per lot, and

WHEREAS, the executed contract with L.A.R. Lawn & Ground contained provision for two one-year extensions, and

WHEREAS, L.A.R. Lawn & Grown has agreed to maintain the 2019 bid pricing for the 2020 contract year, and

WHEREAS, the Village of Bensenville has determined that there is a fiscal benefit to contract the Tall Grass Program grass cutting services, and

WHEREAS, L.A.R. Lawn & Ground Corp. has performed their work for the Village of Bensenville in a professional and timely manner.

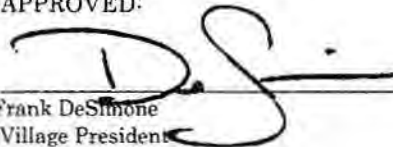
BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

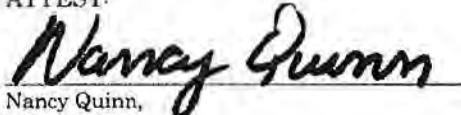
SECTION TWO: The Village Board authorizes the Village Manager to execute a one-year contract extension with L.A.R. Lawn & Ground Corp. of Bensenville, Illinois to provide Tall Grass Program Grass cutting for the 2020 Tall Grass Program.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, February 25, 2020.

APPROVED:


Frank DeSimone
Village President

ATTEST:


Nancy Quinn,
Village Clerk

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

ABSENT: Lomax

L.A.R Lawn & Grounds

Luis Reyes
Owner

501 E Washington St
Bensenville, IL 60106
(708) 770-2860
Luisar2224@gmail.com

February 4, 2020

Dear Village of Bensenville,

I Luis Reyes owner of L.A.R Lawn & Grounds decline the one time economic adjustment for labor, material and equipment costs.

Sincerely,

Luis Reyes



L.A.R Lawn & Grounds

04.03.19 Tall Grass Program

We had four options in the Bid

Condition 1:

Typical Lot with structure and mulch in place

Condition 2:

Typical Lot without Structure and mulch in place

Condition 3:

Typical Lot with structure and collect and dispose of clippings

Condition 4:

Typical Lot without structures and collect and dispose of clippings

Previous contract for standard Lot was \$90 from Eagles Landscape.

Contractor	Condition 1	Condition 2	Condition 3	Condition 4
LAR	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Municipal Resource Mgmt.	\$ 90.00	\$ 100.00	\$ 95.00	\$ 110.00
Eagles	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Fleck	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00

Staff recommends Conditions 3 & 4, collecting and disposal of clippings.

RESOLUTION NO. R-30-2022

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN &
GROUNDS FOR 2022-2025 LAWN MAINTENANCE SERVICES IN THE NOT-TO-
EXCEED AMOUNT OF \$320,000**

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq.*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville owns and maintains multiple lawn/turf property sites throughout the Village, and

WHEREAS the Village of Bensenville contracted services for lawn maintenance services at these locations, and

WHEREAS the Village of Bensenville solicited formal bids in 2022 and received four (4) bids, and

WHEREAS KSK Landscaping Corp. was the lowest bid, and

WHEREAS KSK formally withdrew their bid out of consideration due to size and scope of the Contract, and

WHEREAS, the staff feels confident awarding this four (4) year Contract to L.A.R. Lawn & Ground, the second lowest bid, and

WHEREAS, the total cost for years 2022-2025 is \$320,000, and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:


SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.


SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Grounds for 2022-2025 Lawn Maintenance Services in the Not-to-Exceed Amount of \$320,000

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 22, 2022

APPROVED: 
Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

ABSENT: Perez

From: Maria Munoz
To: Joseph Caracci; Jovana Dacic
Subject: Lawn Mowing Contract
Date: Thursday, February 24, 2022 7:34:39 AM

CAUTION: This email originated from outside of the organization.

Good Morning Joe and Jovana,

After putting thoughts together and talking to you both yesterday. We are wanna have to Pass this year. We don't want to fail and then have a close door with the village. That's something we don't want for us and the company. But we will take the opportunity to join the Seniors Program this year. Please let me know if you need anything from us to enter the Seniors Program.

Thank You and Have a nice day!



BENSENVILLE
GATEWAY TO OPPORTUNITY

2022-2025 LAWN MAINTENANCE PROGRAM

Invitation for Bids (IFB)

Village of Bensenville
Public Works Department
717 E Jefferson Street
Bensenville, Illinois 60106

Contractor - L.A.R. Lawn & Grounds

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INVITATION TO BID:

2022-2025 LAWN MAINTENANCE PROGRAM

February 4, 2022

Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed contractors for establishing a contractual agreement for **2022-2025 Lawn Maintenance Program**. The bids shall be sent to:

*Village of Bensenville
Office of the Village Clerk
12 South Center Street
Bensenville, IL 60106*

The Village of Bensenville will accept Sealed Bids until 10:30am local time on **Monday, February 21 2022**. The Bid must be in a sealed opaque envelope plainly marked Lawn Maintenance Program. The forms can be found at www.bensenville.il.us under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at jdacic@bensenville.il.us.

All Bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the base Bid amount.

The Village Board reserves the right to reject any and all Bids or portions thereof..

Nancy Quinn
Village Clerk

GENERAL SPECIFICATIONS

1. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

- 2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.
- 2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.

3. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

4. CONTRACT TERM

- 4.1 The term of the contract shall be from January 1, 2022 to December 31, 2025. This is a four (4) year Contract.
- 4.2 The Village may terminate the contract for any reason with thirty (30) day written notice.

5. PRE-WORK MEETING

Upon execution of the contract with the successful Bidder, the Village will schedule a meeting with the CONTRACTOR. In attendance shall be the CONTRACTOR'S Project Manager that will be working on this job. The purpose of the pre-work meeting is to review the scope of work. In addition, the Village will review, with the CONTRACTOR, the required equipment (including signs and safety equipment) personnel requirements, procedures, and other activities related to execution of the Contract.

6. DAMAGES TO PROPERTY

- 6.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.
- 6.2 The Contractor is not authorized to drive equipment on to private property without proper written authority from the property owner.
- 6.3 It is recommended that, for the Contractor's protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

- 7.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- 7.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.
- 7.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

8.0 CONTRACT EXTENSION

Upon mutual agreement, this contract may be extended for two (2) one (1) year terms.

The Village Board reserves the right to reject any and all bids or portions thereof.

TECHNICAL SPECIFICATIONS

General

These special provisions, and the Standard Specifications, and the Supplemental Specifications shall govern the work for the of 2022-2025 Lawn Maintenance Program in the Village of Bensenville, Illinois.

Definition of Terms

The terms of "Department" and "Supervisor of Property Maintenance" or "Supervisor" shall be interpreted to mean the Village of Bensenville, Illinois, which is referred to herein as the "Village". The term "Standard Specifications" shall be interpreted to mean the latest Standard Specifications of Road and Bridge Construction as issued by the State of Illinois. Unless the context shall otherwise require, the words "shall" and "will" are mandatory; the word "may" is permissive. The term "Contractor" shall mean the bidder to whom or to which this contract has been awarded.

Scope of Work

The work under this project shall consist of one contract for all material, tools, plant, and all necessary appurtenances required for 2022-2025 Lawn Maintenance Program and all other collateral work needed to complete the project as specified herein. Only contractors qualified to perform this type of work shall bid this project.

The following general Special Provisions shall apply to the work required to complete the mowing, trimming, and policing required for each of the Village mowing sites, as identified in this document. The

following shall be required and completed by the contractor at each site during each mowing, and this work shall not be paid for separately but shall be included in the price of each Mowing Site Cost.

The selected Contractor shall designate one responsible company agent to act as an overall project manager. Said project manager shall be fluent in English.

The Contractor agrees to repair or replace, to the satisfaction of the Supervisor of Property Maintenance, or his agent, any vegetation or property damaged by his operations.

The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined in accordance with the enclosed specifics. Prices indicated on the bid proposal for this contract shall include all work contemplated by these specifications.

Contractor shall be available to provide other minor maintenance service and work, on a Time and Material basis, as needed and directed by the Director of Public Works. The specified work as required is to be performed from May 1, 2022 through November 31, 2025 (terms of the contract.)

The Contractor shall submit each month, along with request of payment, an itemized listing of "work performed," referring to the individual mowing area numbers as listed on the Mowing Location Worksheets and Map during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.

These Special Provisions are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these Special Provisions omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Village, or at a negotiated cost with the Village, so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

If the Contractor defaults or neglects to carry out the work in accordance with the contract specifications, or fails to perform any provision of the contract, the Village may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; or at it's option, may terminate the contract.

Height of Cut

Weekly Mowing Sites:

Mowing equipment will be set between 3" to 3-1/2" at all times. In other words, mower setting depends upon terrain being mowed to insure a final grass height of 3" to 3-1/2". The Village has the right to inspect all equipment and height of cut immediately after mowing for compliance.

Frequency

Every Other Week Mowing Sites:

Mowing equipment will be set between 3" to 3 ½" at all times. In other words, mower setting depends upon terrain being mowed to insure a final grass height of 3" to 3 ½". The Village has the right to inspect all equipment and height of cut immediately after mowing for compliance.

Weekly Mowing Sites:

Each property site shall be maintained so that grass height **does not exceed 3"**. Lawn shall not be cut if less than 2-1/2" high. Mowing shall take place approximately once per week. In no case shall mowing be closer in time than one week. The Village reserves the right to postpone any mowing cycle if it feels this is to the Village's advantage.

The Village hosts Music in the Park event every Wednesday evening June through August. Cutting for specified areas should be done Monday, no later than Tuesday afternoon. These areas include - see map # 26, 27, 29, 30, 31 (attached below.)

Every Other Week Mowing Sites:

Each property site shall be maintained so that grass height does not exceed 5". Lawn shall not be cut if less than 3" high. Mowing shall take place approximately twice per month. The Village reserves the right to postpone any mowing cycle if it feels this is to the Village's advantage.

Trimming

Final trimming around objects such as curbs, gutters, benches, signs, railroad ties, trees, shrubs, buildings, parking stops, posts, etc. will be accomplished with suitable mechanical equipment capable of providing the same cutting height as the rest of the property. Proper trimming shall be completed before that specific property and site is to be considered completed. Trees, shrubs and other plants shall not be "barked" by contacting them with the mowing equipment or string trimmers.

Trash/Debris

At each site, trash, debris, glass, rocks, etc. shall be picked up from the entire property and properly disposed of before mowing begins. Mowing over paper, cups, cans and other litter is not acceptable and shall result in no payment for that mowing.

Equipment Condition

All equipment shall be in good, safe, and proper operating condition. All mowing equipment shall have sharp blades so that the grass is cut properly. Any equipment leaking gasoline or oil shall immediately be removed from service and not allowed to be used until leak is repaired.

Fuel/Oiling

Mowers shall not be fueled or oiled in grass areas. All equipment shall be moved to a concrete area to be fueled. Any worker fueling in a grass area may be removed from the project for the duration of the contract at the sole discretion of the Village.

Weekly Maintenance Scheduling

The contractor shall supply a weekly work schedule. Any alteration to this schedule, except those caused by weather, must be approved by the Village prior to said alteration taking place. In the case of inclement weather, the contractor shall properly notify the Village within eight hours of the start of said deviation and supply a revised schedule at that time. Said schedule must be approved by the Village prior to the Contractor beginning work again.

Clippings

Picking up, raking and bagging of cut grass is not necessary. Mowing patterns shall be such that clippings and mulch are evenly distributed, not windrowed into noticeable deposits. If this occurs, the Contractor is responsible for grass clipping removal or additional cutting at no cost to Village. While mowing near and around sidewalk, pavement, or mulched areas, grass clippings shall be blown away from, not into these areas. Where clippings have been deposited onto these areas, the contractor shall immediately remove them.

Reporting Damages

Any vandalism or damages of any kind to the property site such as trees, turf, shrubs, signs, buildings, or other objects located within the specific property site shall be reported to the Village at the end of each day.

Hours of Operation

The contractor may perform the work any day or days except Sunday. Work shall be performed between 7:00 a.m. and 7:00 p.m. The Village Forestry Division will notify Contractor of any events or requirements that may impact or be affected by Contractor's maintenance duties and the Contractor shall reschedule his mowing schedule to accommodate Village.

Personnel, Appearance and Uniforms

The Contractor's personnel shall present a neat appearance and shall wear matching T-Shirts bearing the name of the contractor in large type. All work shall be performed and all complaints handled with due regard to the Village of Bensenville's public relations. The Village of Bensenville and the Contractor will promptly notified by the other of any complaints. Contractor's mowing crew leader shall have a copy of this contract's specifications and mowing sites list in their possession at the work sites and be familiar with its contents. The Contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the Village of Bensenville, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ on this contract.

Public Safety and Convenience

The Contractor shall exercise precaution for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from Supervisor of Facilities or designee the Contractor shall discontinue said hazardous work practice. Contractor must keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public to private property.

Fertilizing

No fertilizing is required in this contract.

Partial Payment

Payments shall be processed within 45 to 60 days of receipt of final payment. The payment form shall be the document that the Contractor shall submit each month, along with request of payment, showing an itemized listing of "work performed," referring to the individual mowing area numbers as listed on the Mowing Location Worksheets and Map during the period covered for payment. This listing of "work performed" will be necessary prior to the release of any payment. Upon approval by the Public Works Department, the Village shall contact the Contractor to inform them of the approved amount for which the necessary lien waivers should be made. The waivers shall include all amounts paid to the contractors, subcontractors, suppliers, and their respective supporting lien waivers shall accompany the Contractor's request.

Acceptance and Final Payment

Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

Except as modified by the foregoing, final payment will be made in accordance with the requirements of Article 109.08 of the Standard Specifications as applicable to work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Village a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Village, to indemnify him against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable Attorney's fee.

Changes in the Work

The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be

executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering change.

In giving instructions, the Village shall have the authority to make minor changes in the work involving extra costs and not inconsistent with the purpose of the work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless it is in pursuance of an order by the Supervisor, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such work change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in lump sum;
- b. By unit prices named in the Contract and subsequently agreed upon;
- c. By cost and percentage;
- d. By cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor shall proceed with the work, provided he receives an order as above. In such cases and under cases (c) and (d), he shall keep account of the net cost of labor and materials, together with vouchers. In any case, the Supervisor shall certify to the amount, including reasonable allowances for overhead and profit due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Village's estimate.

Payment Withheld

The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments properly to subcontractors or for material or labor;
4. Damage to other contractors' tools, materials, work or equipment;
5. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

Deductions for Uncorrected Work

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

Public Safety and Convenience

During his operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Supervisor, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

The Contractor shall be liable for damages to property, real or personal, which may arise from his operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

Noise Restrictions

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

Exceptions: Any machine, device, or part thereof, which is regulated by or becomes regulated by Federal or State of Illinois noise standard, shall conform to those standards.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Supervisor.

SPECIFICATIONS AND REQUIREMENT

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

- a) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "2022-2025 Lawn Maintenance Program".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
- a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville

and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.

- a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload

quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

- 7) **Delivery** - Bid price shall include delivery as indicated herein.
- 8) **Default** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) **Alternate Materials and Equipment** - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) **Bidder's Access to Procurement Information** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) **Acceptance** - Contracted work will be considered accepted when final payment is made.
- 12) **Payment** -
- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
 - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
- 13) **Reorders** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) **Guarantees and Warranties** -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.

- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, _____, having been first duly sworn, depose and state that:
(Owner/authorized company representative)

(Name of Company) ("Contractor"), having submitted a proposal for:

_____ to the Village of Bensenville hereby certifies that Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol-testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

By: _____
(Officer or Owner of Company stated above)

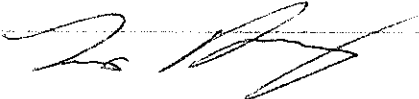
Title: _____

SUBSCRIBED AND SWORN to before me

This _____ day of _____, 2022.

NOTARY PUBLIC

BIDDER INFORMATION SHEET

NAME (PRINT)	LUIS REYES
SIGNATURE	
COMPANY NAME (PRINT)	L.A.R. Lawn & Grounds
ADDRESS	221 N Addison Rd Wood Dale, IL 60191
TELEPHONE	708-770-2860
FACSIMILE	
EMAIL	luisar2224@gmail.com

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked: "LAWN MAINTENANCE PROGRAM - BID"

The bids must be received by **10:30AM, Monday, February 21, 2022** and thereafter immediately publically opened and read in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

BIDDER REFERENCES FORM

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

Reference #1:

Client/Municipality Name:	Natalia Linares / La Chiquita
Address:	209 Main St Bensenville, IL 60106
Contact Person:	Natalia Linares
Telephone	708-606-4471
Fax	
Email Address:	Natalia.Linares24@gmail.com

Reference #2:

Client/Municipality Name:	A & K Luxury Apartments
Address:	213 N Walnut St Bensenville, IL 60006
Contact Person:	Brad Desent
Telephone	224-544-9044 or 847-417-8190
Fax Email:	Bdesent@akluxuryrentals.com
Email Address:	info@wildermgmt.com

Reference #3

Client/Municipality Name:	Walnut Court Townhomes
Address:	217-223 N Walnut St Bensenville, IL
Contact Person:	Mr. Pazoia
Telephone	312-593-1234
Fax	
Email Address:	PPazoia@yahoo.com

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, Luis Reyes, having been first duly sworn, depose and state that:
(Owner/authorized company representative)

L.A.R. Lawn & Grounds ("Contractor"), having submitted a proposal for:
(Name of Company)

2022-2025 Lawn Maintenance to the Village of Bensenville hereby certifies that Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that Martin Reyes
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol-testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

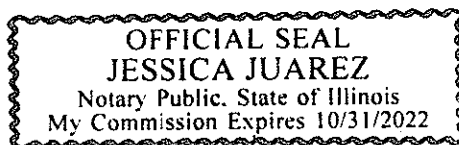
By: [Signature]
(Officer or Owner of Company stated above)

Title: Owner

SUBSCRIBED AND SWORN to before me

This 17th day of February, 2022.

[Signature]
NOTARY PUBLIC



CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

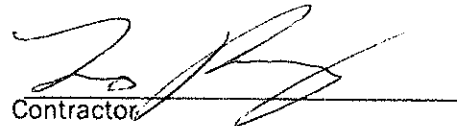
(e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued.)

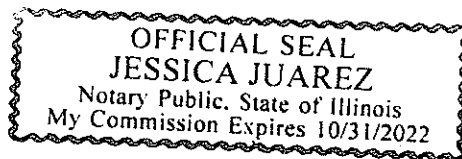
(f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.

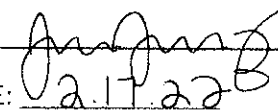
(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.


Contractor

ATTEST:




DATE: 2.17.22

SEXUAL HARASSMENT CERTIFICATE

L.A.R. Lawn & Grounds hereinafter referred to as "Contractor" having submitted a bid/proposal for 2022-2025 LAWN MAINTENANCE PROGRAM to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775

ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

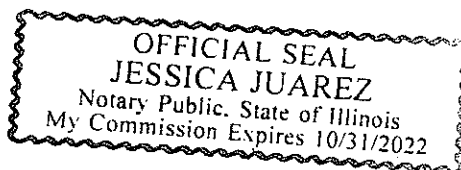
Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____

Authorized Agent of Contractor

Subscribed and sworn to
before me this 17th day
of February, 2022.

NOTARY PUBLIC

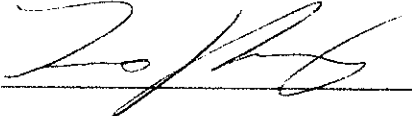


CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE TAX
COMPLIANCE

L.A.R. Lawn & Grounds, having submitted a bid/proposal for **2022-2025 LAWN MAINTENANCE PROGRAM** to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

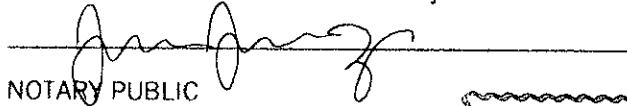
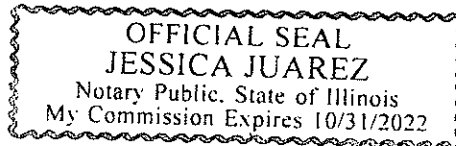
By:



Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this 17th day February, 2022


NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE - CRIMINAL CODE OF 2012

720 ILCS 5/33-1 et. Seq.

I, Luis Reyes, the contractor under a certain contract dated:

2/17/22 with the Village of Bensenville for 2022-2025 Lawn Maintenance hereby certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 2012.

Contractor:

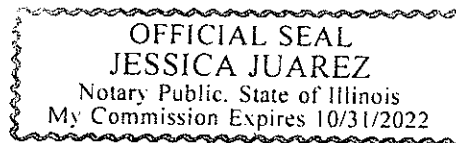
By: [Signature]

Title: owner

SUBSCRIBED AND SWORN to before

me this 17th day of February, 2022.

[Signature]
NOTARY PUBLIC



CONTRACT

1. THIS AGREEMENT, made and concluded this 22nd day of March, 2022 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and LAR Lawn & Grounds his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Bensenville

By: 

Village President

ATTEST:


Municipal Clerk

(If Corporation)

Corporate

Name L.A.R. Lawn & Grounds

(Corporate Seal)

Address 221 N Addison Rd

Wood Dale, IL 60191

ATTEST:

By [Signature] (Seal)

President

Corporate Secretary

(If an Individual)

Business

Name _____

Address _____

By _____ (Seal)

Bidder

(If a Co-partnership)

Firm

Name _____

Address _____

By _____ (Seal)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for _____, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2022.

Notary Public

Address

Approved this _____ day of _____, A.D. 2022.

ATTEST:

Village President and Village Board

Municipal Clerk
Municipal Seal

Village President

BID SHEETS

TOTAL CONTRACT COST:

	Year 2022 Cost	\$ 78,335.00
	Year 2023 Cost	\$ 79,345.00
	Year 2024 Cost	\$ 80,510.00
	Year 2025 Cost	\$ 81,627.00
	TOTAL 4 YEAR (2022-2025) CONTRACT COST	\$ 319,817.00

Bid Sheet Breakdown:

2022

Map #	Location Name	Acreage (approx.)	Cycle/ Frequency	Cost Per Cycle	# of Cycles	2022 TOTAL COST
2	Ellis St. & Eastern Ave. (Southeast Corner)	0.5	Every Other Week	\$ 30	X 16	\$ 480
4	Marshall Rd. Dead End @ Foster Ave. (North End)	0.05	Every Other Week	\$ 20	X 16	\$ 320
11	Gina's Hot Dog Alley (Irving Park Rd. & Spruce Ave.)	0.15	Every Other Week	\$ 20	X 16	\$ 320
12	Spruce Ave. Dead End (South of Irving Park Rd.)	0.12	Every Other Week	\$ 20	X 16	\$ 320
15	Silver Creek (North Side of Irving Park Rd. to York Rd.)	1.5	Every Other Week	\$ 80	X 16	\$ 1,280
19	Silver Creek (Mason St. to Irving Park Rd.)	0.6	Every Other Week	\$ 40	X 16	\$ 640
20	Silver Creek (Church Rd. to Mason St.)	1	Every Other Week	\$ 45	X 16	\$ 720
46	Belmont Ave. Water Tower	0.11	Every Other Week	\$ 20	X 16	\$ 320
73	Supreme Drive Medians North & South of Thorndale	0.1	Every Other Week	\$ 20	X 16	\$ 320
5	Foster Ave. Well House	1.1	Weekly	\$ 30	X 31	\$ 930
6	700 W. Foster Ave. Well House (Behind Firehouse)	0.23	Weekly	\$ 30	X 31	\$ 930
8	340 N. Meyer Rd. (Empty Lot)	0.38	Weekly	\$ 30	X 31	\$ 930
13	Irving Park Rd. Northside from Eastview Ave. to Church Rd.	0.39	Weekly	\$ 30	X 31	\$ 930
16	York Rd. Eastside from Irving Park Rd. North to Gateway Rd.	1.1	Weekly	\$ 50	X 31	\$ 1,550
17	York Rd. Eastside Irving Park Rd. South to Roosevelt Ave.	1.5	Weekly	\$ 60	X 31	\$ 1,860
18	112 N. Center St. (Westside North of Roosevelt Ave.)	0.18	Weekly	\$ 20	X 31	\$ 620
21	Heritage Square North Alley (Alley to Creek)	0.25	Weekly	\$ 25	X 31	\$ 775
22	Huffman Park (Westside of Church Rd., Main St. to CVS)	3.5	Weekly	\$ 75	X 31	\$ 2,325
23	100 N. Church Rd. (Old Police Station)	0.9	Weekly	\$ 20	X 31	\$ 620
24	Veterans Park Detention (Northeast corner of Church Rd. & Main St.)	0.9	Weekly	\$ 20	X 31	\$ 620
25	ComEd Substation (Northeast corner of Church Rd. & Main St.)	0.3	Weekly	\$ 20	X 31	\$ 620
26	Main St. Southside ROW (Church Rd. to York Rd.)	1.6	Weekly	\$ 65	X 31	\$ 2,015
27	Empty Lot (Northwest corner of N. Center St. & Main St.)	0.55	Weekly	\$ 30	X 31	\$ 930
29	Railroad Ave. Northside from S. Center St. to York Rd.	0.25	Weekly	\$ 25	X 31	\$ 775
30	12 South Center (Village Hall)	0.08	Weekly	\$ 20	X 31	\$ 620
31	Village Green Park (Northwest corner of S. Center St. & Green St. & ROWs)	0.55	Weekly	\$ 30	X 31	\$ 930
32	Green St. Empty Lot (Between Mason St. to Addison St.)	0.3	Weekly	\$ 20	X 31	\$ 620

34	Main St. Southside of tracks (Church Rd. to Addison St.)	1	Weekly	\$ 40	X 31	\$ 1,240
36	Lions Park (North East Corner of Addison St. & Wood Ave.)	1	Weekly	\$ 40	X 31	\$ 1,240
37	345 E. Green St. (Police Station)	1.9	Weekly	\$ 600	X 31	\$ 1,860
40	Green St. VOB Welcome Sign (Green St. West of County Line Rd.)	0.02	Weekly	\$ 20	X 31	\$ 620
41	Jefferson St. North ROW (Edge Ice Arena East to County Line Rd.)	0.75	Weekly	\$ 20	X 31	\$ 620
42	735 E. Jefferson St. (Edge Ice Arena)	0.52	Weekly	\$ 20	X 31	\$ 620
43	717 E. Jefferson St. (Public Works Building)	0.7	Weekly	\$ 20	X 31	\$ 620
44	Park St. Generator (Eastside of Park St. South of Memorial St.)	0.05	Weekly	\$ 20	X 31	\$ 620
47	Belmont Ave. Dead End & Southside ROW	0.05	Weekly	\$ 20	X 31	\$ 620
48	York Rd. & Forestview Rd. Creek Both Sides (Forestview Rd. South to Tree Line)	1.4	Weekly	\$ 65	X 31	\$ 2,015
49	George St. Retention Lot	0.63	Weekly	\$ 25	X 31	\$ 775
50	Pamela Dr. South ROW (Dolores Dr. East to Curve)	0.19	Weekly	\$ 20	X 31	\$ 620
51	101 E. Red Oak St. Empty Lot (Northside of Red Oak St. Just East of York Rd.)	0.28	Weekly	\$ 20	X 31	\$ 620
52	Red Oak St. ROW at Creek (North & South Sides)	0.064	Weekly	\$ 20	X 31	\$ 620
53	Red Oak St. Empty Lot (Southside of Red Oak St. & Marion St.)	0.005	Weekly	\$ 20	X 31	\$ 620
55	Redmond Complex	21	Weekly	\$ 800	X 31	\$ 24,800
59	John St. Westside ROW (North & South of River Forest Dr.)	0.37	Weekly	\$ 30	X 31	\$ 930
60	Diana Ct. Creek (Southside of Diana Ct. & East & West of Creek)	0.98	Weekly	\$ 30	X 31	\$ 930
61	Redmond Ct. Detention (Northwest corner of Redmond Ct. & George St.)	0.68	Weekly	\$ 30	X 31	\$ 930
63	Wastewater Plant	3.16	Weekly	\$ 85	X 31	\$ 2,635
67	Rt. 83 Medians Irving Park Rd. South to Frontage Rd. (including weed whipping of turn lanes)	2.4	Weekly	\$ 100	X 31	\$ 3,100
68	Rt. 83 Median Thorndale Ave. South to Irving Park Rd. (including weed whipping of turn lanes)	1.46	Weekly	\$ 70	X 31	\$ 2,170
69	514 E. Pine Ave. Empty Lot (Southwest corner of Pine Ave. & Park St.)	0.53	Weekly	\$ 30	X 31	\$ 930
70	Alley between S. Mason St. & S. Addison St. & North of Memorial Rd.	0.073	Weekly	\$ 20	X 31	\$ 620
71	E. Jefferson St. Empty Lot	0.145	Weekly	\$ 20	X 31	\$ 620
72	Southside of tracks from Church Rd. West to Fenton H.S.	0.88	Weekly	\$ 20	X 31	\$ 620

74	Alley South of Grove, North of Wood, East of Barron, West of Walnut	0.027	Weekly	\$ 20	X 31	\$ 620
64	Route 83 East & West Parkways & ROW (North of Railroad Tracks to Foster Ave)	3	Every Other Week	\$ 135	x16	\$ 2,160
65	County Line Lot	0.15	Every Other Week	\$ 20	x16	\$ 620
	2022 TOTAL AMOUNT					\$ 78,335

	<i>Alternate Bids - Additional Locations</i>					
7	Argyle Street Cul De Sac	0.01 (570 sq.ft)	Weekly	\$	X 31	\$

2023

Map #	Location Name	Acreage (approx.)	Cycle/ Frequency	Cost Per Cycle	# of Cycles	2023 TOTAL COST
2	Ellis St. & Eastern Ave. (Southeast Corner)	0.5	Every Other Week	\$ 30	X 16	\$ 480
4	Marshall Rd. Dead End @ Foster Ave. (North End)	0.05	Every Other Week	\$ 20	X 16	\$ 320
11	Gina's Hot Dog Alley (Irving Park Rd. & Spruce Ave.)	0.15	Every Other Week	\$ 20	X 16	\$ 320
12	Spruce Ave. Dead End (South of Irving Park Rd.)	0.12	Every Other Week	\$ 20	X 16	\$ 320
15	Silver Creek (North Side of Irving Park Rd. to York Rd.)	1.5	Every Other Week	\$ 80	X 16	\$ 1,280
19	Silver Creek (Mason St. to Irving Park Rd.)	0.6	Every Other Week	\$ 40	X 16	\$ 640
20	Silver Creek (Church Rd. to Mason St.)	1	Every Other Week	\$ 45	X 16	\$ 720
46	Belmont Ave. Water Tower	0.11	Every Other Week	\$ 20	X 16	\$ 320
73	Supreme Drive Medians North & South of Thorndale	0.1	Every Other Week	\$ 20	X 16	\$ 320
5	Foster Ave. Well House	1.1	Weekly	\$ 30	X 31	\$ 930
6	700 W. Foster Ave. Well House (Behind Firehouse)	0.23	Weekly	\$ 30	X 31	\$ 930
8	340 N. Meyer Rd. (Empty Lot)	0.38	Weekly	\$ 30	X 31	\$ 930
13	Irving Park Rd. Northside from Eastview Ave. to Church Rd.	0.39	Weekly	\$ 30	X 31	\$ 930
16	York Rd. Eastside from Irving Park Rd. North to Gateway Rd.	1.1	Weekly	\$ 50	X 31	\$ 1,550
17	York Rd. Eastside Irving Park Rd. South to Roosevelt Ave.	1.5	Weekly	\$ 60	X 31	\$ 1,860
18	112 N. Center St. (Westside North of Roosevelt Ave.)	0.18	Weekly	\$ 20	X 31	\$ 620
21	Heritage Square North Alley (Alley to Creek)	0.25	Weekly	\$ 25	X 31	\$ 775
22	Huffman Park (Westside of Church Rd., Main St. to CVS)	3.5	Weekly	\$ 75	X 31	\$ 2,325
23	100 N. Church Rd. (Old Police Station)	0.9	Weekly	\$ 20	X 31	\$ 620
24	Veterans Park Detention (Northeast corner of Church Rd. & Main St.)	0.9	Weekly	\$ 20	X 31	\$ 620
25	ComEd Substation (Northeast corner of Church Rd. & Main St.)	0.3	Weekly	\$ 20	X 31	\$ 620
26	Main St. Southside ROW (Church Rd. to York Rd.)	1.6	Weekly	\$ 65	X 31	\$ 2,015
27	Empty Lot (Northwest corner of N. Center St. & Main St.)	0.55	Weekly	\$ 30	X 31	\$ 930
29	Railroad Ave. Northside from S. Center St. to York Rd.	0.25	Weekly	\$ 25	X 31	\$ 775
30	12 South Center (Village Hall)	0.08	Weekly	\$ 20	X 31	\$ 620
31	Village Green Park (Northwest corner of S. Center St. & Green St. & ROWs)	0.55	Weekly	\$ 30	X 31	\$ 930

32	Green St. Empty Lot (Between Mason St. to Addison St.)	0.3	Weekly	\$ 20	X 31	\$ 620
34	Main St. Southside of tracks (Church Rd. to Addison St.)	1	Weekly	\$ 40	X 31	\$ 1,240
36	Lions Park (North East Corner of Addison St. & Wood Ave.)	1	Weekly	\$ 40	X 31	\$ 1,240
37	345 E. Green St. (Police Station)	1.9	Weekly	\$ 60	X 31	\$ 1,860
40	Green St. VOB Welcome Sign (Green St. West of County Line Rd.)	0.02	Weekly	\$ 20	X 31	\$ 620
41	Jefferson St. North ROW (Edge Ice Arena East to County Line Rd.)	0.75	Weekly	\$ 20	X 31	\$ 620
42	735 E. Jefferson St. (Edge Ice Arena)	0.52	Weekly	\$ 20	X 31	\$ 620
43	717 E. Jefferson St. (Public Works Building)	0.7	Weekly	\$ 20	X 31	\$ 620
44	Park St. Generator (Eastside of Park St. South of Memorial St.)	0.05	Weekly	\$ 20	X 31	\$ 620
47	Belmont Ave. Dead End & Southside ROW	0.05	Weekly	\$ 20	X 31	\$ 620
48	York Rd. & Forestview Rd. Creek Both Sides (Forestview Rd. South to Tree Line)	1.4	Weekly	\$ 65	X 31	\$ 2,015
49	George St. Retention Lot	0.63	Weekly	\$ 25	X 31	\$ 775
50	Pamela Dr. South ROW (Dolores Dr. East to Curve)	0.19	Weekly	\$ 20	X 31	\$ 620
51	101 E. Red Oak St. Empty Lot (Northside of Red Oak St. Just East of York Rd.)	0.28	Weekly	\$ 20	X 31	\$ 620
52	Red Oak St. ROW at Creek (North & South Sides)	0.064	Weekly	\$ 20	X 31	\$ 620
53	Red Oak St. Empty Lot (Southside of Red Oak St. & Marion St.)	0.005	Weekly	\$ 20	X 31	\$ 620
55	Redmond Complex	21	Weekly	\$ 800	X 31	\$ 24,800
59	John St. Westside ROW (North & South of River Forest Dr.)	0.37	Weekly	\$ 30	X 31	\$ 930
60	Diana Ct. Creek (Southside of Diana Ct. & East & West of Creek)	0.98	Weekly	\$ 30	X 31	\$ 930
61	Redmond Ct. Detention (Northwest corner of Redmond Ct. & George St.)	0.68	Weekly	\$ 30	X 31	\$ 930
63	Wastewater Plant	3.16	Weekly	\$ 85	X 31	\$ 2,635
67	Rt. 83 Medians Irving Park Rd. South to Frontage Rd. (including weed whipping of turn lanes)	2.4	Weekly	\$ 120	X 31	\$ 3,720
68	Rt. 83 Median Thorndale Ave. South to Irving Park Rd. (including weed whipping of turn lanes)	1.46	Weekly	\$ 80	X 31	\$ 2,480

69	514 E. Pine Ave. Empty Lot (Southwest corner of Pine Ave. & Park St.)	0.53	Weekly	\$ 30	X 31	\$ 930
70	Alley between S. Mason St. & S. Addison St. & North of Memorial Rd.	0.073	Weekly	\$ 20	X 31	\$ 620
71	E. Jefferson St. Empty Lot	0.145	Weekly	\$	X 31	\$ 620
72	Southside of tracks from Church Rd. West to Fenton H.S.	0.88	Weekly	\$ 20	X 31	\$ 620
74	Alley South of Grove, North of Wood, East of Barron, West of Walnut	0.027	Weekly	\$ 20	X 31	\$ 620
64	Route 83 East & West Parkways & ROW (North of Railroad Tracks to Foster Ave)	3	Every Other Week	\$ 140	x16	\$ 2,240
65	County Line Lot	0.15	Every Other Week	\$ 20	x16	\$ 620
2023 TOTAL AMOUNT						\$ 79.345

	Alternate Bids - Additional Locations					
7	Argyle Street Cul De Sac	0.01 (570 sq.ft)	Weekly	\$	X 31	\$

2024

Map #	Location Name	Acreage (approx.)	Cycle/ Frequency	Cost Per Cycle	# of Cycles	2024 TOTAL COST
2	Ellis St. & Eastern Ave. (Southeast Corner)	0.5	Every Other Week	\$ 30	X 16	\$ 480
4	Marshall Rd. Dead End @ Foster Ave. (North End)	0.05	Every Other Week	\$ 20	X 16	\$ 320
11	Gina's Hot Dog Alley (Irving Park Rd. & Spruce Ave.)	0.15	Every Other Week	\$ 20	X 16	\$ 320
12	Spruce Ave. Dead End (South of Irving Park Rd.)	0.12	Every Other Week	\$ 20	X 16	\$ 320
15	Silver Creek (North Side of Irving Park Rd. to York Rd.)	1.5	Every Other Week	\$ 85	X 16	\$1,360
19	Silver Creek (Mason St. to Irving Park Rd.)	0.6	Every Other Week	\$ 40	X 16	\$ 640
20	Silver Creek (Church Rd. to Mason St.)	1	Every Other Week	\$ 45	X 16	\$ 720
46	Belmont Ave. Water Tower	0.11	Every Other Week	\$ 20	X 16	\$ 320
73	Supreme Drive Medians North & South of Thorndale	0.1	Every Other Week	\$ 20	X 16	\$ 320
5	Foster Ave. Well House	1.1	Weekly	\$ 35	X 31	\$1,085
6	700 W. Foster Ave. Well House (Behind Firehouse)	0.23	Weekly	\$ 30	X 31	\$ 930
8	340 N. Meyer Rd. (Empty Lot)	0.38	Weekly	\$ 30	X 31	\$ 930
13	Irving Park Rd. Northside from Eastview Ave. to Church Rd.	0.39	Weekly	\$ 30	X 31	\$ 930
16	York Rd. Eastside from Irving Park Rd. North to Gateway Rd.	1.1	Weekly	\$ 55	X 31	\$1,705
17	York Rd. Eastside Irving Park Rd. South to Roosevelt Ave.	1.5	Weekly	\$ 60	X 31	\$1,860
18	112 N. Center St. (Westside North of Roosevelt Ave.)	0.18	Weekly	\$ 20	X 31	\$ 620
21	Heritage Square North Alley (Alley to Creek)	0.25	Weekly	\$ 25	X 31	\$ 775
22	Huffman Park (Westside of Church Rd., Main St. to CVS)	3.5	Weekly	\$ 75	X 31	\$ 2,325
23	100 N. Church Rd. (Old Police Station)	0.9	Weekly	\$ 20	X 31	\$ 620
24	Veterans Park Detention (Northeast corner of Church Rd. & Main St.)	0.9	Weekly	\$ 20	X 31	\$ 620
25	ComEd Substation (Northeast corner of Church Rd. & Main St.)	0.3	Weekly	\$ 20	X 31	\$ 620
26	Main St. Southside ROW (Church Rd. to York Rd.)	1.6	Weekly	\$ 65	X 31	\$2,015
27	Empty Lot (Northwest corner of N. Center St. & Main St.)	0.55	Weekly	\$ 30	X 31	\$ 930
29	Railroad Ave. Northside from S. Center St. to York Rd.	0.25	Weekly	\$ 25	X 31	\$ 775
30	12 South Center (Village Hall)	0.08	Weekly	\$ 20	X 31	\$ 620

31	Village Green Park (Northwest corner of S. Center St. & Green St. & ROWs)	0.55	Weekly	\$ 30	X 31	\$ 930
32	Green St. Empty Lot (Between Mason St. to Addison St.)	0.3	Weekly	\$ 20	X 31	\$ 620
34	Main St. Southside of tracks (Church Rd. to Addison St.)	1	Weekly	\$ 40	X 31	\$ 1,240
36	Lions Park (North East Corner of Addison St. & Wood Ave.)	1	Weekly	\$ 40	X 31	\$ 1,240
37	345 E. Green St. (Police Station)	1.9	Weekly	\$ 60	X 31	\$ 1,860
40	Green St. VOB Welcome Sign (Green St. West of County Line Rd.)	0.02	Weekly	\$ 20	X 31	\$ 620
41	Jefferson St. North ROW (Edge Ice Arena East to County Line Rd.)	0.75	Weekly	\$ 20	X 31	\$ 620
42	735 E. Jefferson St. (Edge Ice Arena)	0.52	Weekly	\$ 20	X 31	\$ 620
43	717 E. Jefferson St. (Public Works Building)	0.7	Weekly	\$ 20	X 31	\$ 620
44	Park St. Generator (Eastside of Park St. South of Memorial St.)	0.05	Weekly	\$ 20	X 31	\$ 620
47	Belmont Ave. Dead End & Southside ROW	0.05	Weekly	\$ 20	X 31	\$ 620
48	York Rd. & Forestview Rd. Creek Both Sides (Forestview Rd. South to Tree Line)	1.4	Weekly	\$ 65	X 31	\$ 2,015
49	George St. Retention Lot	0.63	Weekly	\$ 25	X 31	\$ 775
50	Pamela Dr. South ROW (Dolores Dr. East to Curve)	0.19	Weekly	\$ 20	X 31	\$ 620
51	101 E. Red Oak St. Empty Lot (Northside of Red Oak St. Just East of York Rd.)	0.28	Weekly	\$ 20	X 31	\$ 620
52	Red Oak St. ROW at Creek (North & South Sides)	0.064	Weekly	\$ 20	X 31	\$ 620
53	Red Oak St. Empty Lot (Southside of Red Oak St. & Marion St.)	0.005	Weekly	\$ 20	X 31	\$ 620
55	Redmond Complex	21	Weekly	\$ 825	X 31	\$ 25,575
59	John St. Westside ROW (North & South of River Forest Dr.)	0.37	Weekly	\$ 30	X 31	\$ 930
60	Diana Ct. Creek (Southside of Diana Ct. & East & West of Creek)	0.98	Weekly	\$ 30	X 31	\$ 930
61	Redmond Ct. Detention (Northwest corner of Redmond Ct. & George St.)	0.68	Weekly	\$ 30	X 31	\$ 930
63	Wastewater Plant	3.16	Weekly	\$ 85	X 31	\$ 2,635

67	Rt. 83 Medians Irving Park Rd. South to Frontage Rd. (including weed whipping of turn lanes)	2.4	Weekly	\$ 120	X 31	\$ 3,720
68	Rt. 83 Median Thorndale Ave. South to Irving Park Rd. (including weed whipping of turn lanes)	1.46	Weekly	\$ 80	X 31	\$ 2,480
69	514 E. Pine Ave. Empty Lot (Southwest corner of Pine Ave. & Park St.)	0.53	Weekly	\$ 30	X 31	\$ 930
70	Alley between S. Mason St. & S. Addison St. & North of Memorial Rd.	0.073	Weekly	\$ 20	X 31	\$ 620
71	E. Jefferson St. Empty Lot	0.145	Weekly	\$ 20	X 31	\$ 620
72	Southside of tracks from Church Rd. West to Fenton H.S.	0.88	Weekly	\$ 20	X 31	\$ 620
74	Alley South of Grove, North of Wood, East of Barron, West of Walnut	0.027	Weekly	\$ 20	X 31	\$ 620
64	Route 83 East & West Parkways & ROW (North of Railroad Tracks to Foster Ave)	3	Every Other Week	\$ 140	x16	\$ 2,240
65	County Line Lot	0.15	Every Other Week	\$ 20	x16	\$ 620
2024 TOTAL AMOUNT						\$80,510

	<i>Alternate Bids - Additional Locations</i>					
7	Argyle Street Cul De Sac	0.01 (570 sq.ft)	Weekly	\$	X 31	\$

2025

Map #	Location Name	Acreage (approx.)	Cycle/ Frequency	Cost Per Cycle	# of Cycles	2025 TOTAL COST
2	Ellis St. & Eastern Ave. (Southeast Corner)	0.5	Every Other Week	\$ 30	X 16	\$ 480
4	Marshall Rd. Dead End @ Foster Ave. (North End)	0.05	Every Other Week	\$ 20	X 16	\$ 320
11	Gina's Hot Dog Alley (Irving Park Rd. & Spruce Ave.)	0.15	Every Other Week	\$ 20	X 16	\$ 320
12	Spruce Ave. Dead End (South of Irving Park Rd.)	0.12	Every Other Week	\$ 20	X 16	\$ 320
15	Silver Creek (North Side of Irving Park Rd. to York Rd.)	1.5	Every Other Week	\$ 85	X 16	\$ 1,360
19	Silver Creek (Mason St. to Irving Park Rd.)	0.6	Every Other Week	\$ 40	X 16	\$ 640
20	Silver Creek (Church Rd. to Mason St.)	1	Every Other Week	\$ 47	X 16	\$ 752
46	Belmont Ave. Water Tower	0.11	Every Other Week	\$ 20	X 16	\$ 320
73	Supreme Drive Medians North & South of Thorndale	0.1	Every Other Week	\$ 20	X 16	\$ 320
5	Foster Ave. Well House	1.1	Weekly	\$ 35	X 31	\$ 1,085
6	700 W. Foster Ave. Well House (Behind Firehouse)	0.23	Weekly	\$ 30	X 31	\$ 930
8	340 N. Meyer Rd. (Empty Lot)	0.38	Weekly	\$ 30	X 31	\$ 930
13	Irving Park Rd. Northside from Eastview Ave. to Church Rd.	0.39	Weekly	\$ 30	X 31	\$ 930
16	York Rd. Eastside from Irving Park Rd. North to Gateway Rd.	1.1	Weekly	\$ 55	X 31	\$ 1,705
17	York Rd. Eastside Irving Park Rd. South to Roosevelt Ave.	1.5	Weekly	\$ 65	X 31	\$ 2,015
18	112 N. Center St. (Westside North of Roosevelt Ave.)	0.18	Weekly	\$ 20	X 31	\$ 620
21	Heritage Square North Alley (Alley to Creek)	0.25	Weekly	\$ 25	X 31	\$ 775
22	Huffman Park (Westside of Church Rd., Main St. to CVS)	3.5	Weekly	\$ 80	X 31	\$ 2,480
23	100 N. Church Rd. (Old Police Station)	0.9	Weekly	\$ 20	X 31	\$ 620
24	Veterans Park Detention (Northeast corner of Church Rd. & Main St.)	0.9	Weekly	\$ 20	X 31	\$ 620

25	ComEd Substation (Northeast corner of Church Rd. & Main St.)	0.3	Weekly	\$ 20	X 31	\$ 620
26	Main St. Southside ROW (Church Rd. to York Rd.)	1.6	Weekly	\$ 70	X 31	\$ 2,170
27	Empty Lot (Northwest corner of N. Center St. & Main St.)	0.55	Weekly	\$ 30	X 31	\$ 930
29	Railroad Ave. Northside from S. Center St. to York Rd.	0.25	Weekly	\$ 25	X 31	\$ 775
30	12 South Center (Village Hall)	0.08	Weekly	\$ 20	X 31	\$ 620
31	Village Green Park (Northwest corner of S. Center St. & Green St. & ROWs)	0.55	Weekly	\$ 30	X 31	\$ 930
32	Green St. Empty Lot (Between Mason St. to Addison St.)	0.3	Weekly	\$ 20	X 31	\$ 620
34	Main St. Southside of tracks (Church Rd. to Addison St.)	1	Weekly	\$ 40	X 31	\$ 1,240
36	Lions Park (North East Corner of Addison St. & Wood Ave.)	1	Weekly	\$ 45	X 31	\$ 1,395
37	345 E. Green St. (Police Station)	1.9	Weekly	\$ 65	X 31	\$ 2,015
40	Green St. VOB Welcome Sign (Green St. West of County Line Rd.)	0.02	Weekly	\$ 20	X 31	\$ 620
41	Jefferson St. North ROW (Edge Ice Arena East to County Line Rd.)	0.75	Weekly	\$ 20	X 31	\$ 620
42	735 E. Jefferson St. (Edge Ice Arena)	0.52	Weekly	\$ 20	X 31	\$ 620
43	717 E. Jefferson St. (Public Works Building)	0.7	Weekly	\$ 20	X 31	\$ 620
44	Park St. Generator (Eastside of Park St. South of Memorial St.)	0.05	Weekly	\$ 20	X 31	\$ 620
47	Belmont Ave. Dead End & Southside ROW	0.05	Weekly	\$ 20	X 31	\$ 620
48	York Rd. & Forestview Rd. Creek Both Sides (Forestview Rd. South to Tree Line)	1.4	Weekly	\$ 70	X 31	\$ 2,170
49	George St. Retention Lot	0.63	Weekly	\$ 25	X 31	\$ 775
50	Pamela Dr. South ROW (Dolores Dr. East to Curve)	0.19	Weekly	\$ 20	X 31	\$ 620
51	101 E. Red Oak St. Empty Lot (Northside of Red Oak St. Just East of York Rd.)	0.28	Weekly	\$ 20	X 31	\$ 620
52	Red Oak St. ROW at Creek (North & South Sides)	0.064	Weekly	\$ 20	X 31	\$ 620

53	Red Oak St. Empty Lot (Southside of Red Oak St. & Marion St.)	0.005	Weekly	\$ 20	X 31	\$ 620
55	Redmond Complex	21	Weekly	\$ 825	X 31	\$ 25,575
59	John St. Westside ROW (North & South of River Forest Dr.)	0.37	Weekly	\$ 30	X 31	\$ 930
60	Diana Ct. Creek (Southside of Diana Ct. & East & West of Creek)	0.98	Weekly	\$ 30	X 31	\$ 930
61	Redmond Ct. Detention (Northwest corner of Redmond Ct. & George St.)	0.68	Weekly	\$ 30	X 31	\$ 930
63	Wastewater Plant	3.16	Weekly	\$ 90	X 31	\$ 2,790
67	Rt. 83 Medians Irving Park Rd. South to Frontage Rd. (including weed whipping of turn lanes)	2.4	Weekly	\$ 120	X 31	\$ 3,720
68	Rt. 83 Median Thorndale Ave. South to Irving Park Rd. (including weed whipping of turn lanes)	1.46	Weekly	\$ 80	X 31	\$ 2,480
69	514 E. Pine Ave. Empty Lot (Southwest corner of Pine Ave. & Park St.)	0.53	Weekly	\$ 30	X 31	\$ 930
70	Alley between S. Mason St. & S. Addison St. & North of Memorial Rd.	0.073	Weekly	\$ 20	X 31	\$ 620
71	E. Jefferson St. Empty Lot	0.145	Weekly	\$ 20	X 31	\$ 620
72	Southside of tracks from Church Rd. West to Fenton H.S.	0.88	Weekly	\$ 20	X 31	\$ 620
74	Alley South of Grove, North of Wood, East of Barron, West of Walnut	0.027	Weekly	\$ 20	X 31	\$ 620
64	Route 83 East & West Parkways & ROW (North of Railroad Tracks to Foster Ave)	3	Every Other Week	\$ 140	x16	\$ 2,240
65	County Line Lot	0.15	Every Other Week	\$ 20	x16	\$ 620
2025 TOTAL AMOUNT						\$ 81,427

	Alternate Bids - Additional Locations					
7	Argyle Street Cul De Sac	0.01 (570 sq.ft)	Weekly	\$	X 31	\$

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

as Principal, and _____

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Village President and Village Board of said Village of Bensenville for the **2022-2025 LAWN MAINTENANCE PROGRAM** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Village President and Village Board harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____ A.D. 2022.

Corporate

Name _____

By: _____

ATTEST: _____
Secretary

Surety: _____
(Seal)

By: _____
Attorney in Fact (Seal)

By: _____
Attorney in Fact (Seal)

Countersigned
By: _____
Agent for Surety

Address of Surety

State of _____)

County of _____) SS

I, _____ a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2018.

Seal _____ Notary Public
_____ Address

State of _____)

County of _____) SS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRED YANEZIII (23358) 221 E LAKE STREET ADDISON, IL 60101-0000	CONTACT NAME: FRED YANEZIII PHONE (A/C, No, Ext): 630-279-6429 E-MAIL ADDRESS: ALFRED.YANEZ@COUNTRYFINANCIAL.COM FAX (A/C, No): 630-279-6275
INSURED 4512417 LAR LAWN AND GROUNDS CORP 501 E WASHINGTON ST BENSENVILLE, IL 60106	INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20990

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	AM9273312	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	AV9273316	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED(S):
VILLAGE OF BENSENVILLE
12 S CENTER STREET
BENSENVILLE, IL 60106

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF BENSENVILLE
12 S CENTER STREET
BENSENVILLE, IL 60106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Effective Date: February 18th, 2022

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65793267

That we, L.A.R. Lawn and Grounds

of Wood Dale, State of Illinois, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Illinois, as Surety, are held and firmly bound unto the

Village of Bensenville, State of Illinois, as Obligee, in the penal

sum of Fifteen Thousand Nine Hundred Ninety and 85/100 DOLLARS (\$15,990.85),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Landscaping

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
February 18th, 2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 18th day of February, 2022.

L.A.R. Lawn and Grounds

Principal

Principal

WESTERN SURETY COMPANY

By

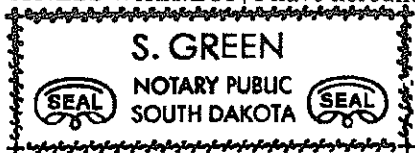
Paul T. Bruffat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 18th day of February, 2022, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that he _____ executed the same.

My commission expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____

Notary Public


Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT

BOND

As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Landscaping Village of Bensenville

bond with bond number 65793267

for L.A.R. Lawn and Grounds

as Principal in the penalty amount not to exceed: \$ 15,990.85

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 18th day of February, 2022.

ATTEST

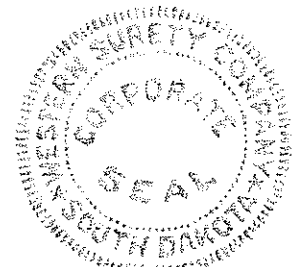
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

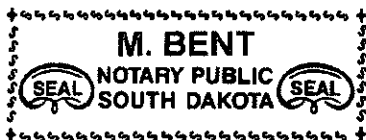
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 18th day of February, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



MAPS

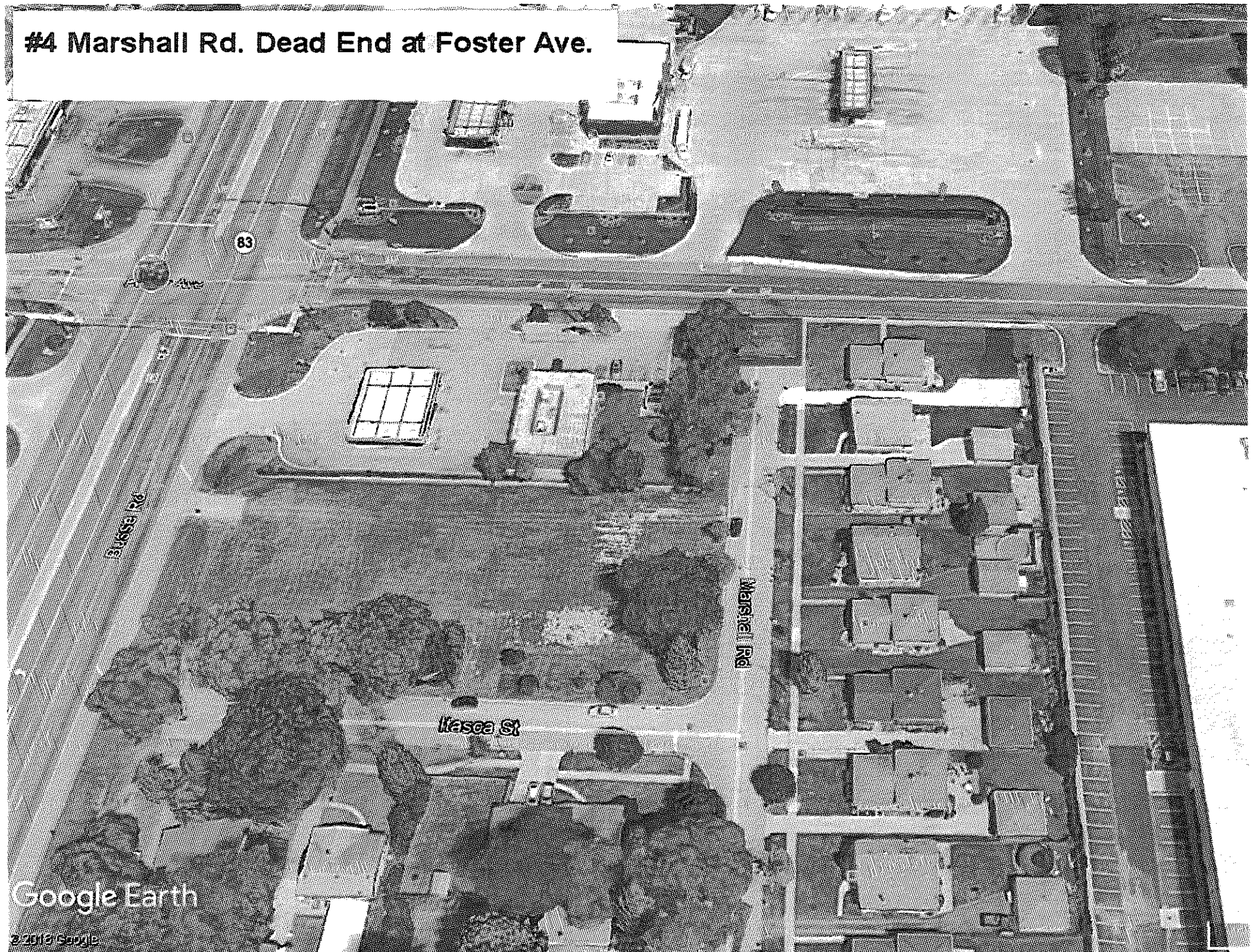
#2 Ellis St. & Eastern Ave.



Google Earth

© 2018 Google

#4 Marshall Rd. Dead End at Foster Ave.



#11 Gina's Alley



Google Earth

© 2018 Google

#12 Spruce Ave. Dead End



Google Earth

© 2018 Google

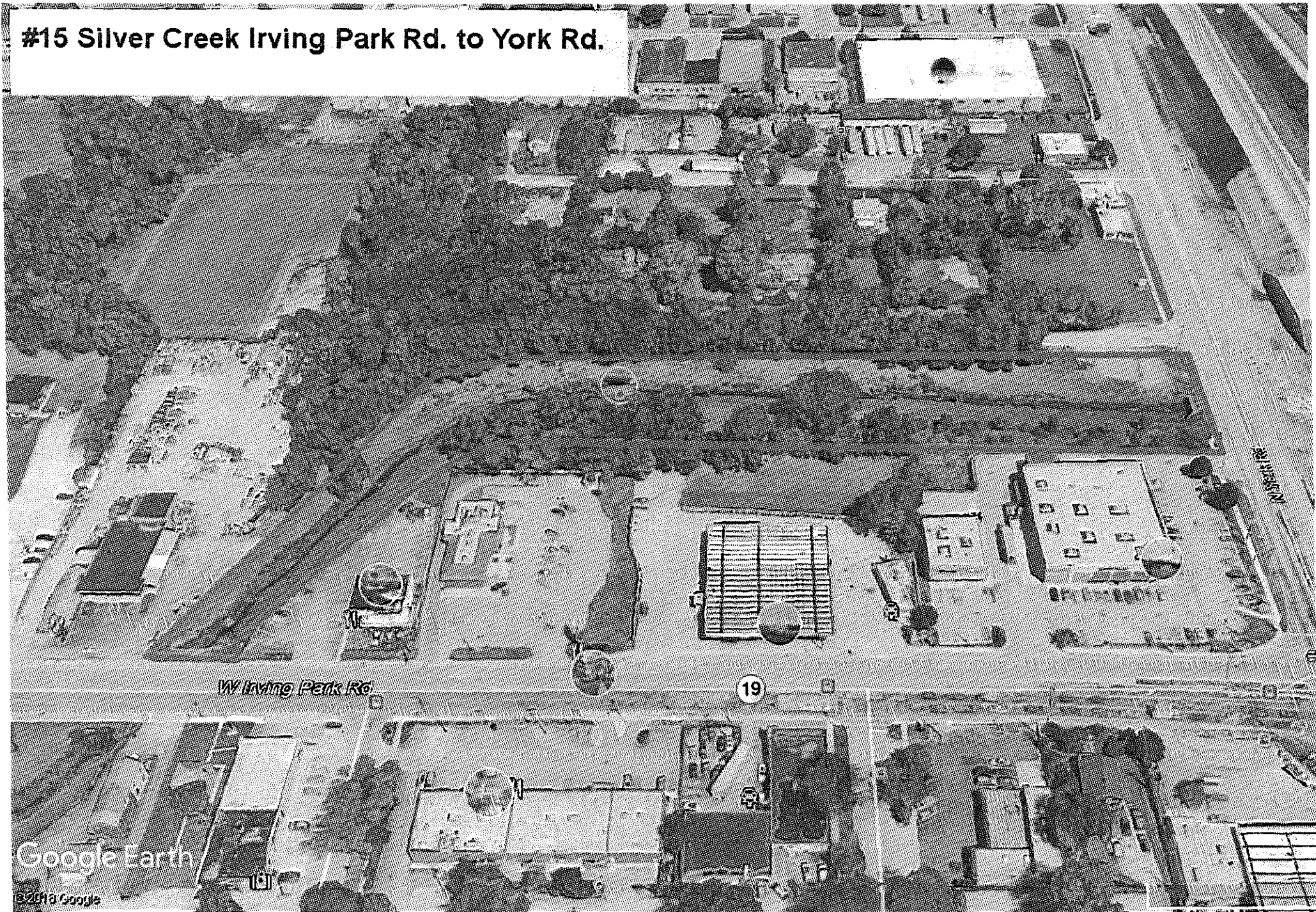
#15 Silver Creek Irving Park Rd. to York Rd.

W Irving Park Rd

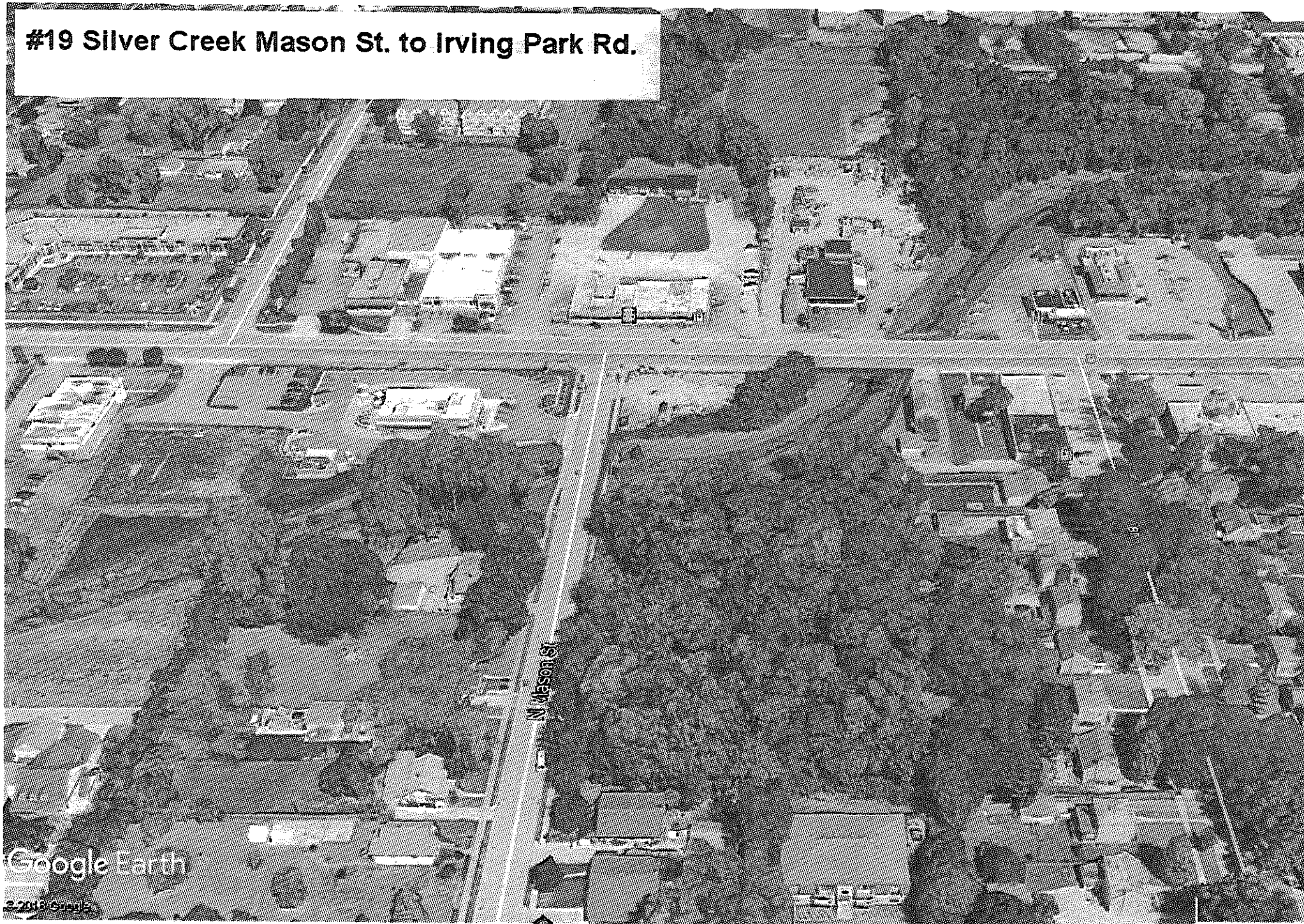
19

Google Earth

©2018 Google



#19 Silver Creek Mason St. to Irving Park Rd.



Google Earth

© 2016 Google

#20 Silver Creek Church Rd. to Mason St.

Legen

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- Fe



Google Earth

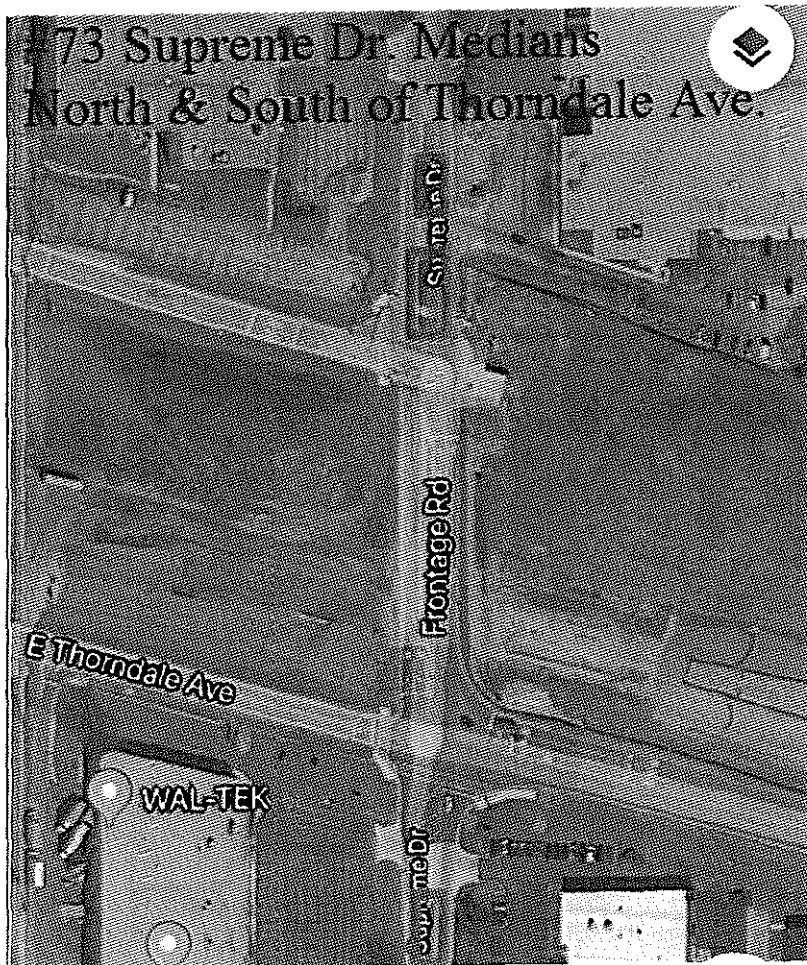
© 2013 Google

300

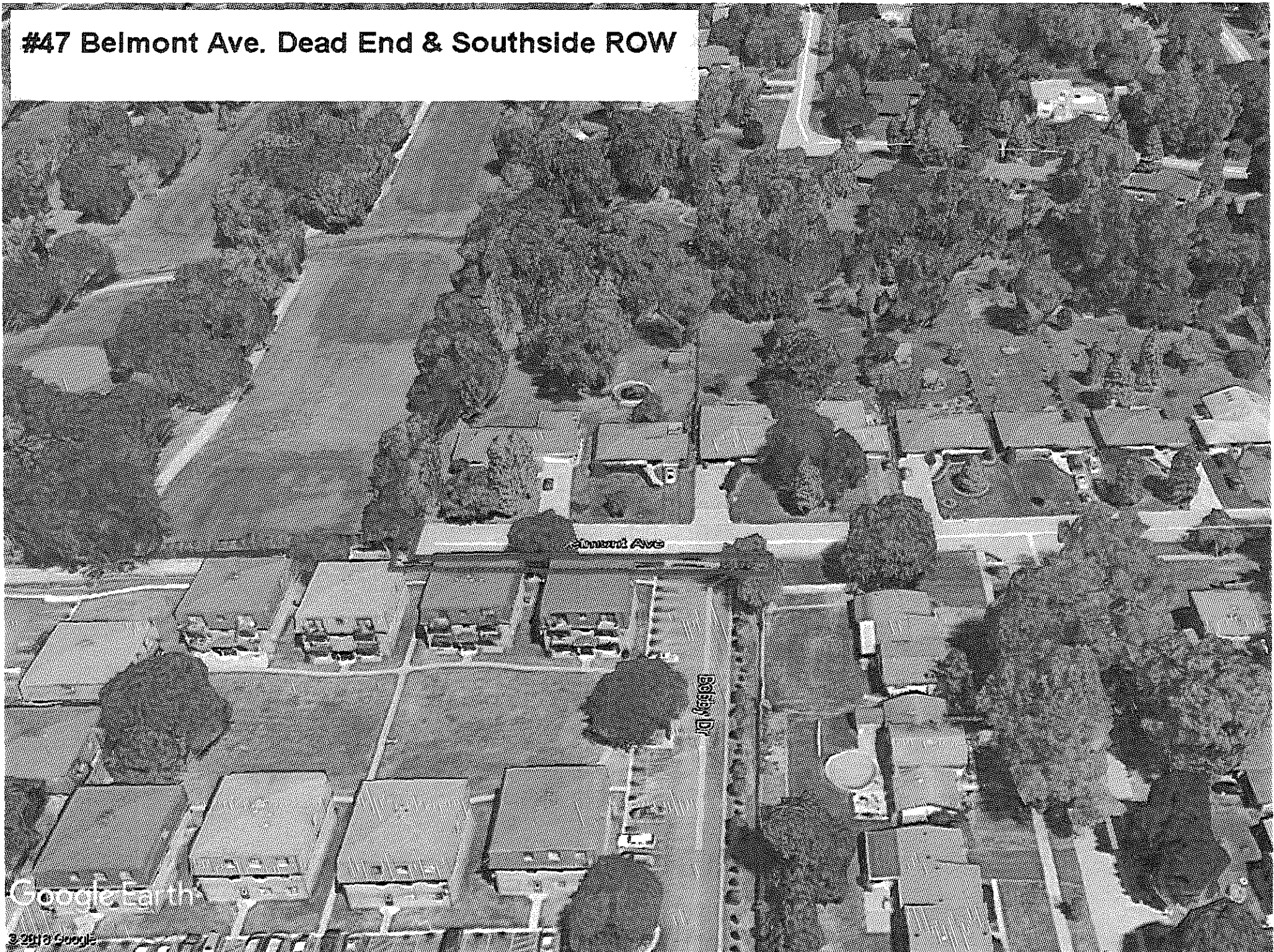
#46 Belmont Ave. Water Tower



#73 Supreme Dr. Medians
North & South of Thorndale Ave.



#47 Belmont Ave. Dead End & Southside ROW

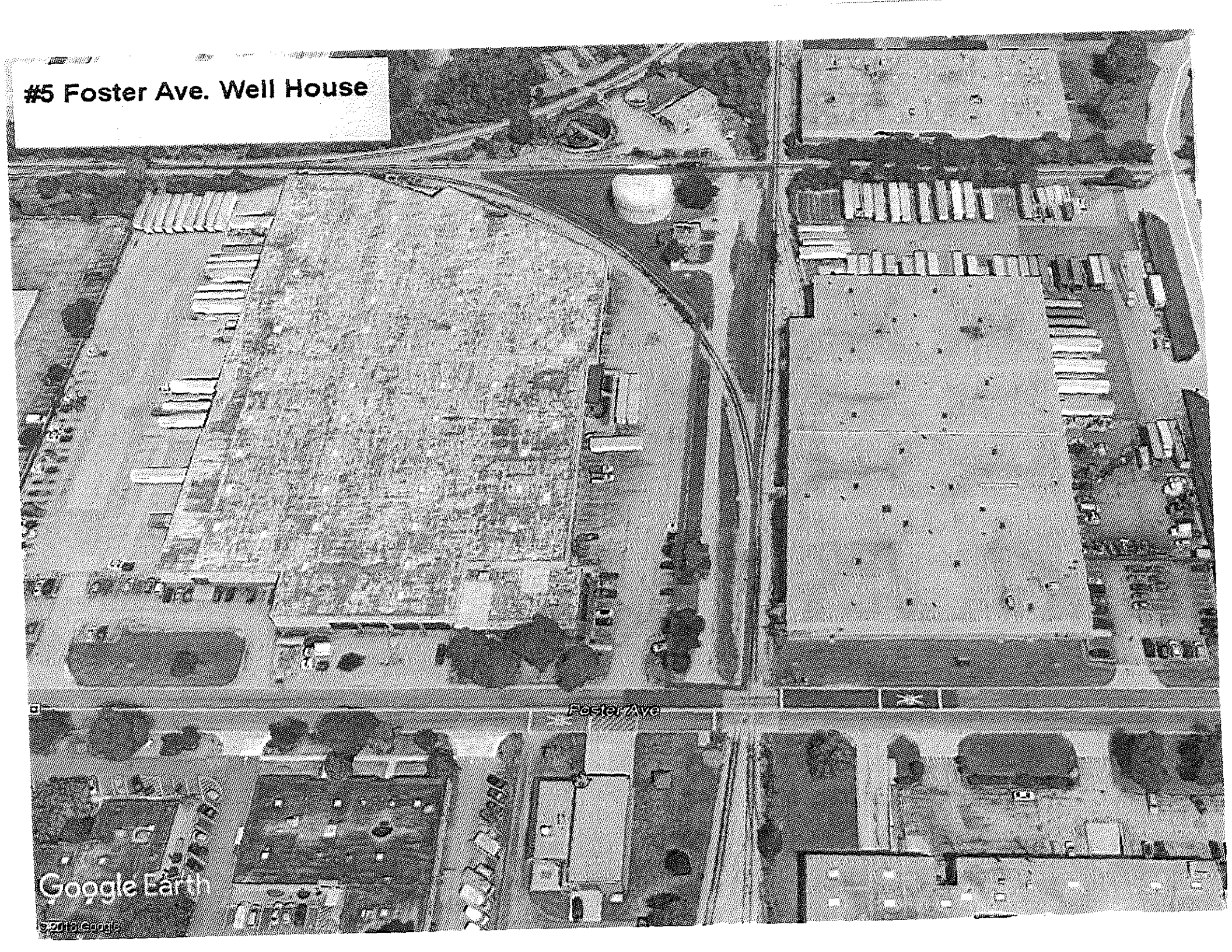


#5 Foster Ave. Well House

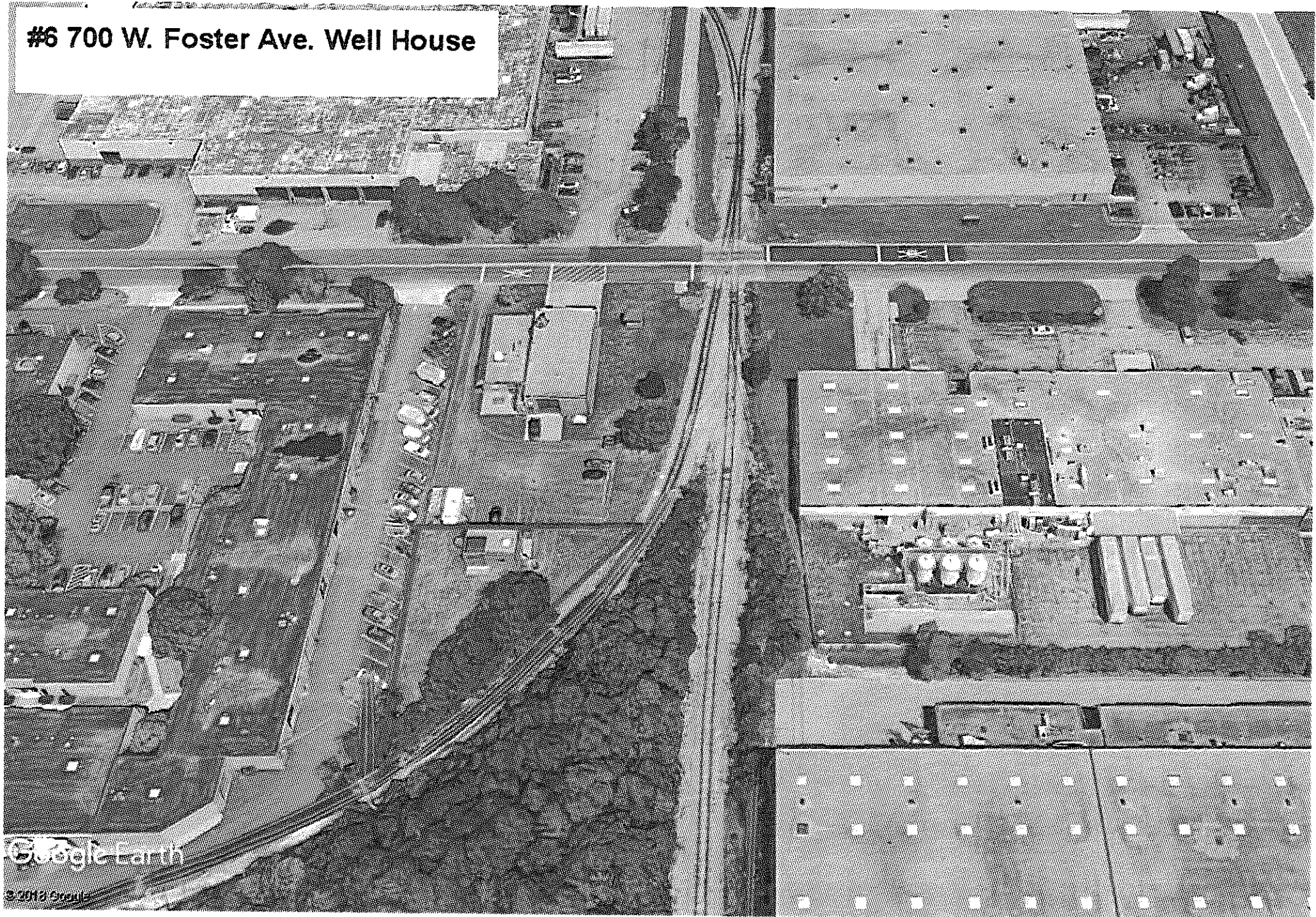
Foster Ave

Google Earth

©2018 Google



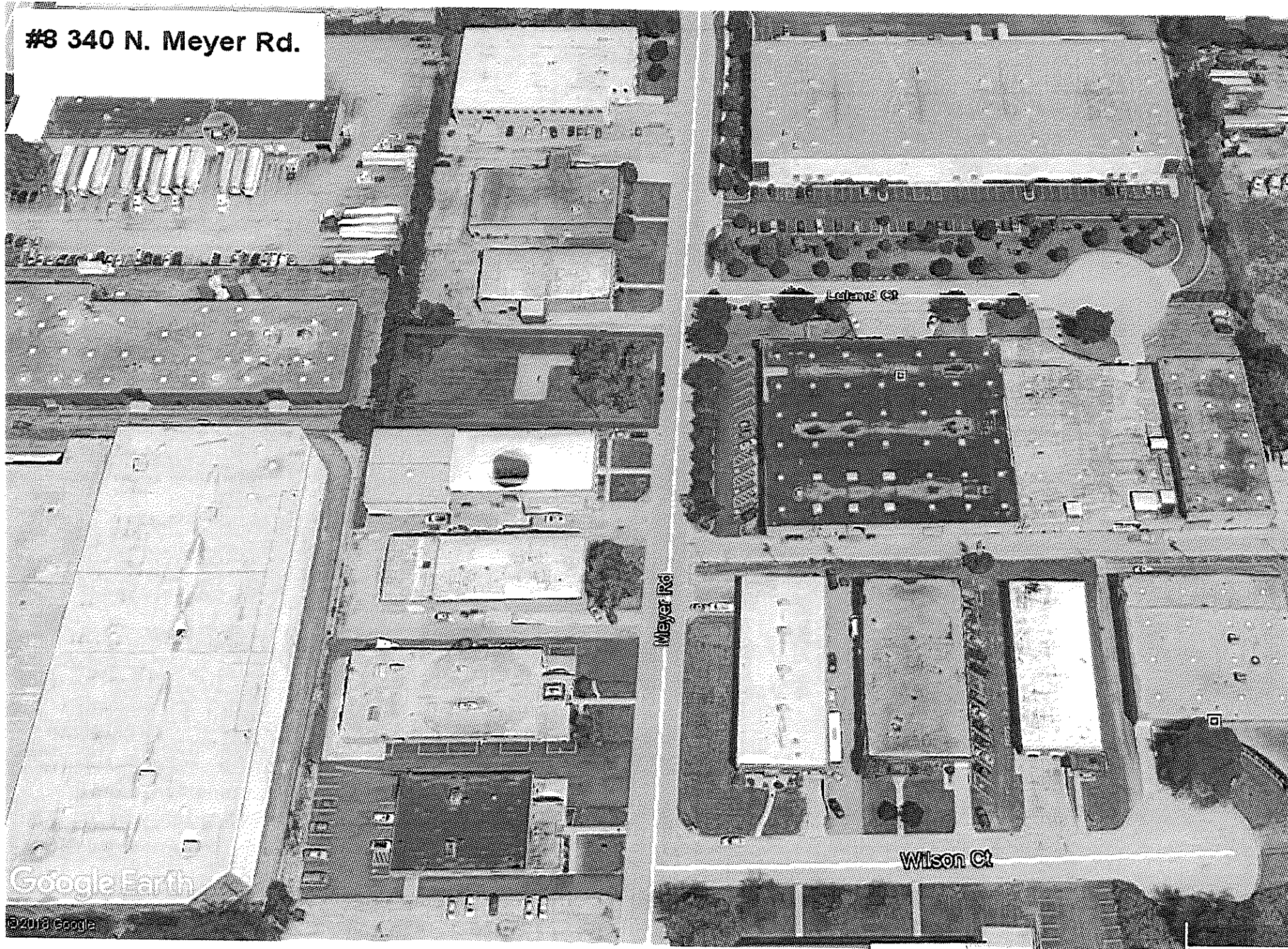
#6 700 W. Foster Ave. Well House



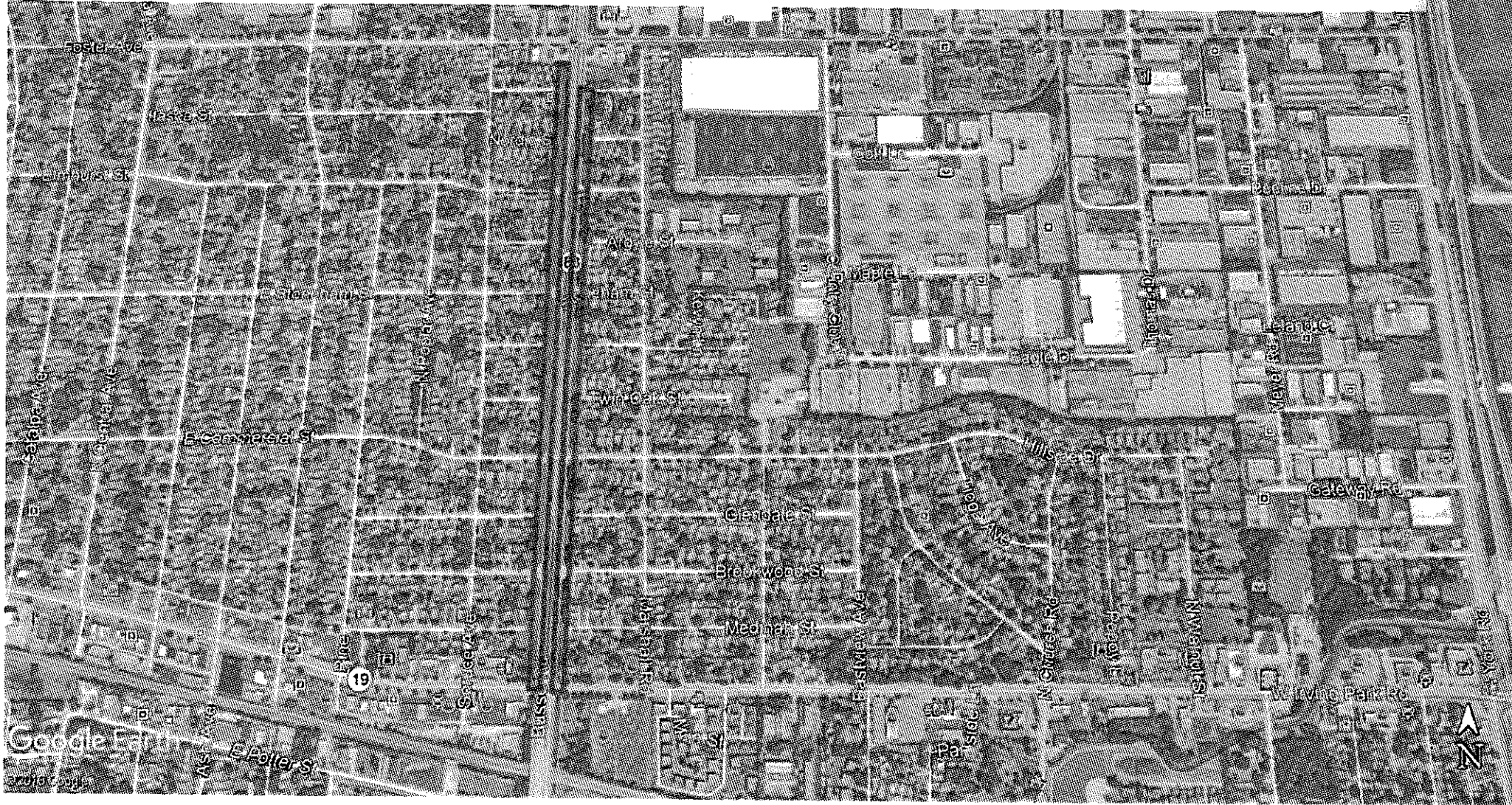
Google Earth

© 2010 Google

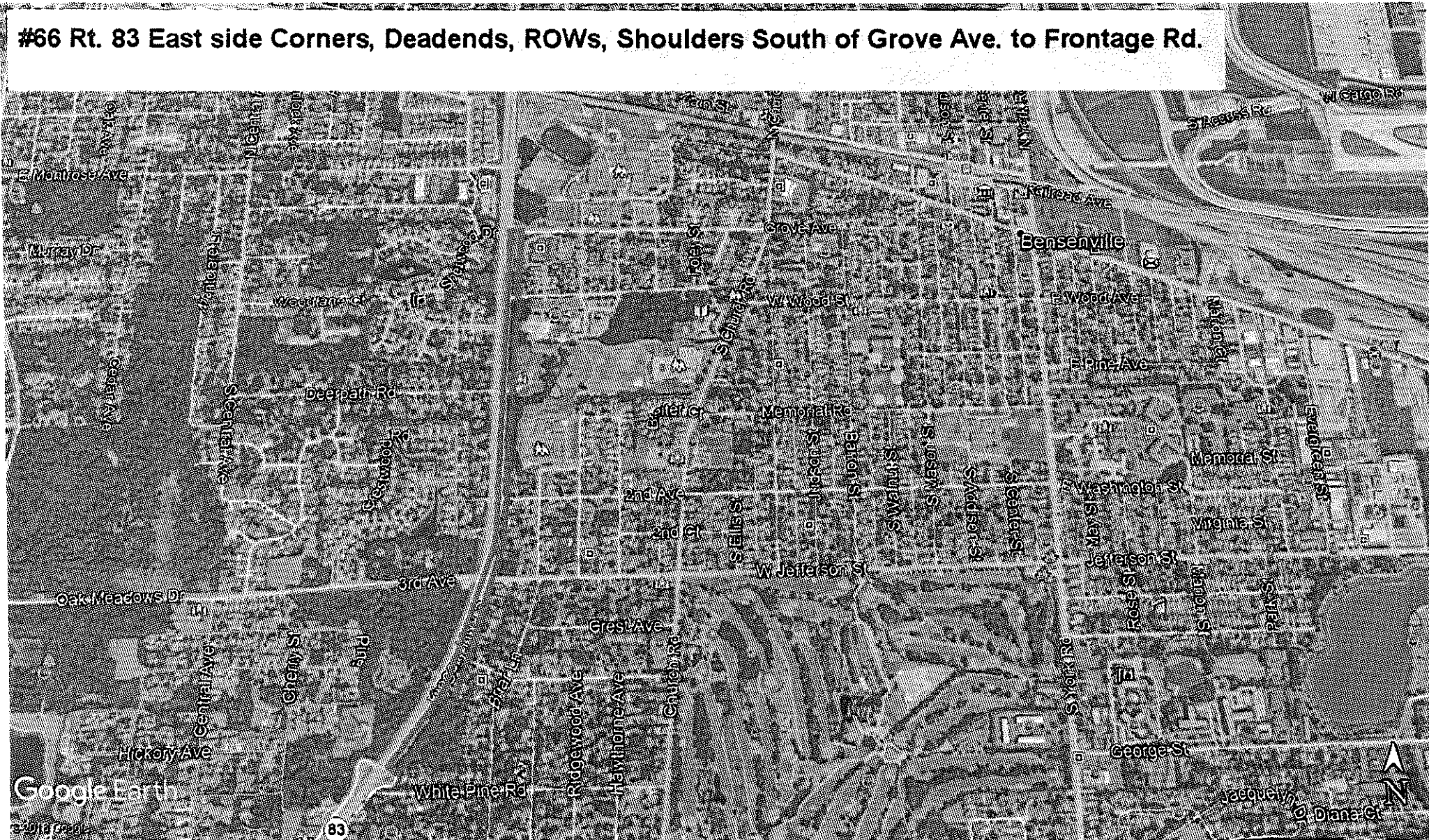
#8 340 N. Meyer Rd.



**#64 Rt. 83 East & West side Corners, Deadends, ROWs, Shoulders North of Irving Park Rd. to Foster Ave.
from pavement to fencelines**



#66 Rt. 83 East side Corners, Deadends, ROWs, Shoulders South of Grove Ave. to Frontage Rd.

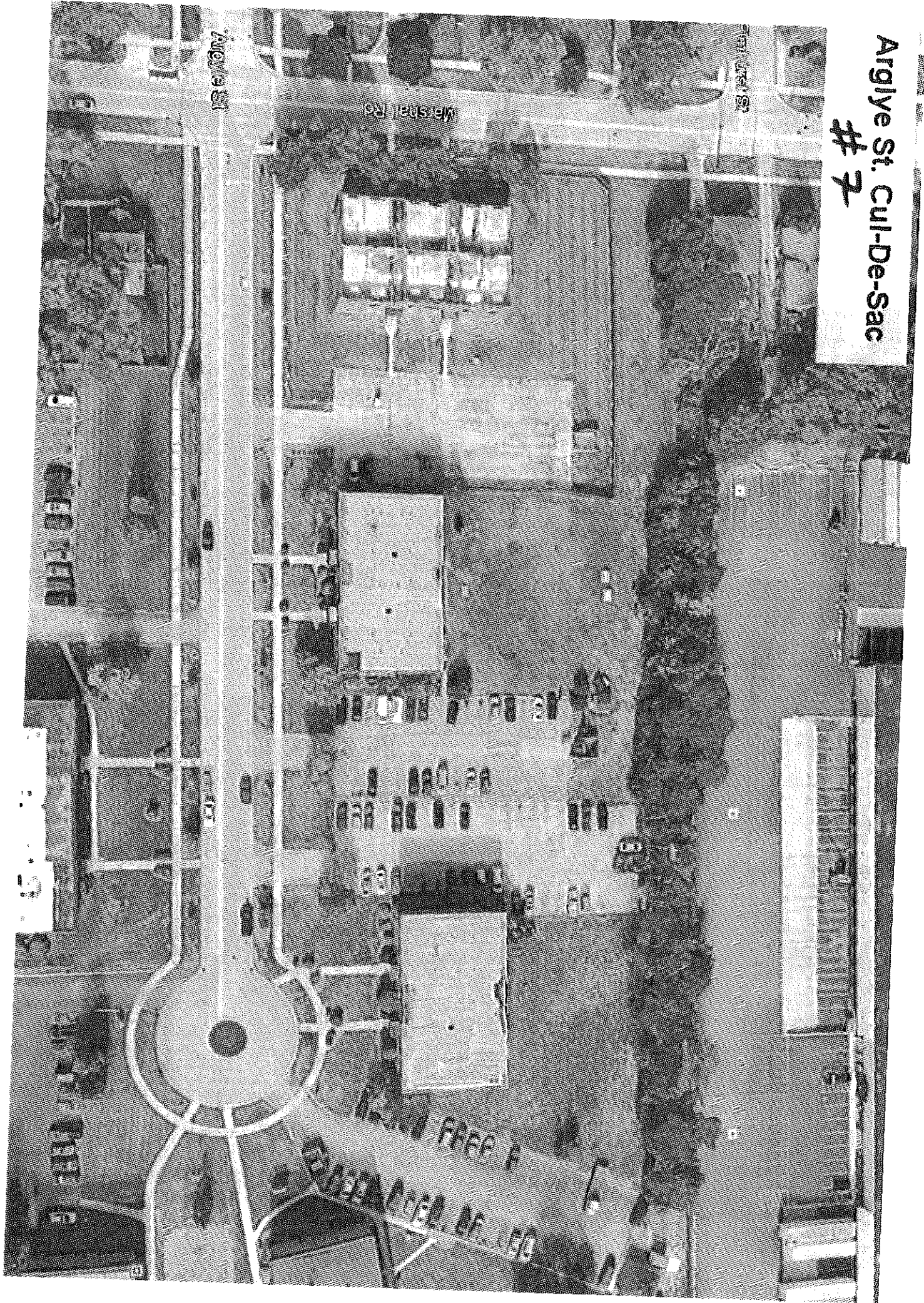


#67 RT. 83 Medians Irving Park Rd. South to Frontage Rd.

19

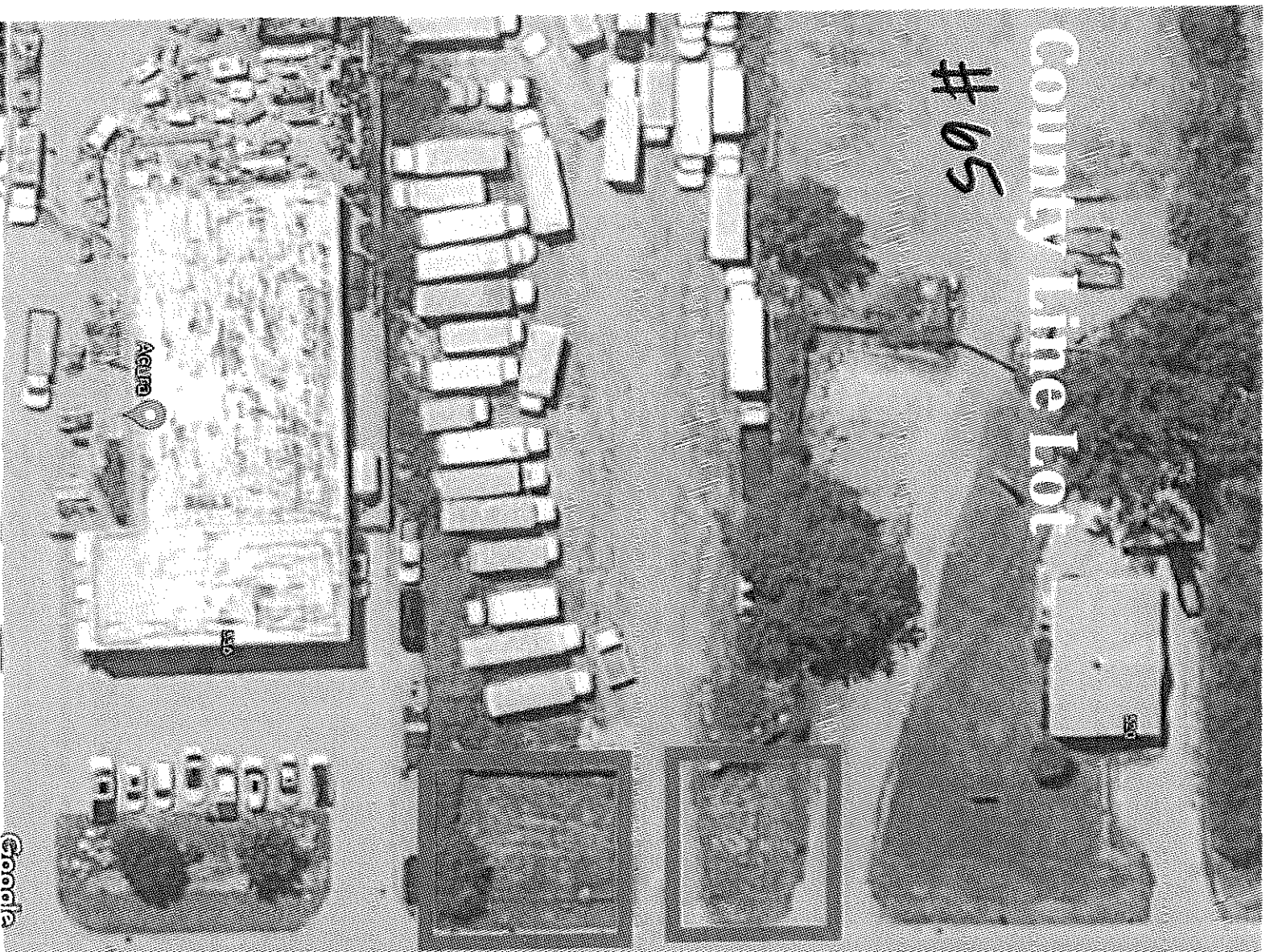


Arglye St. Cul-De-Sac
#7



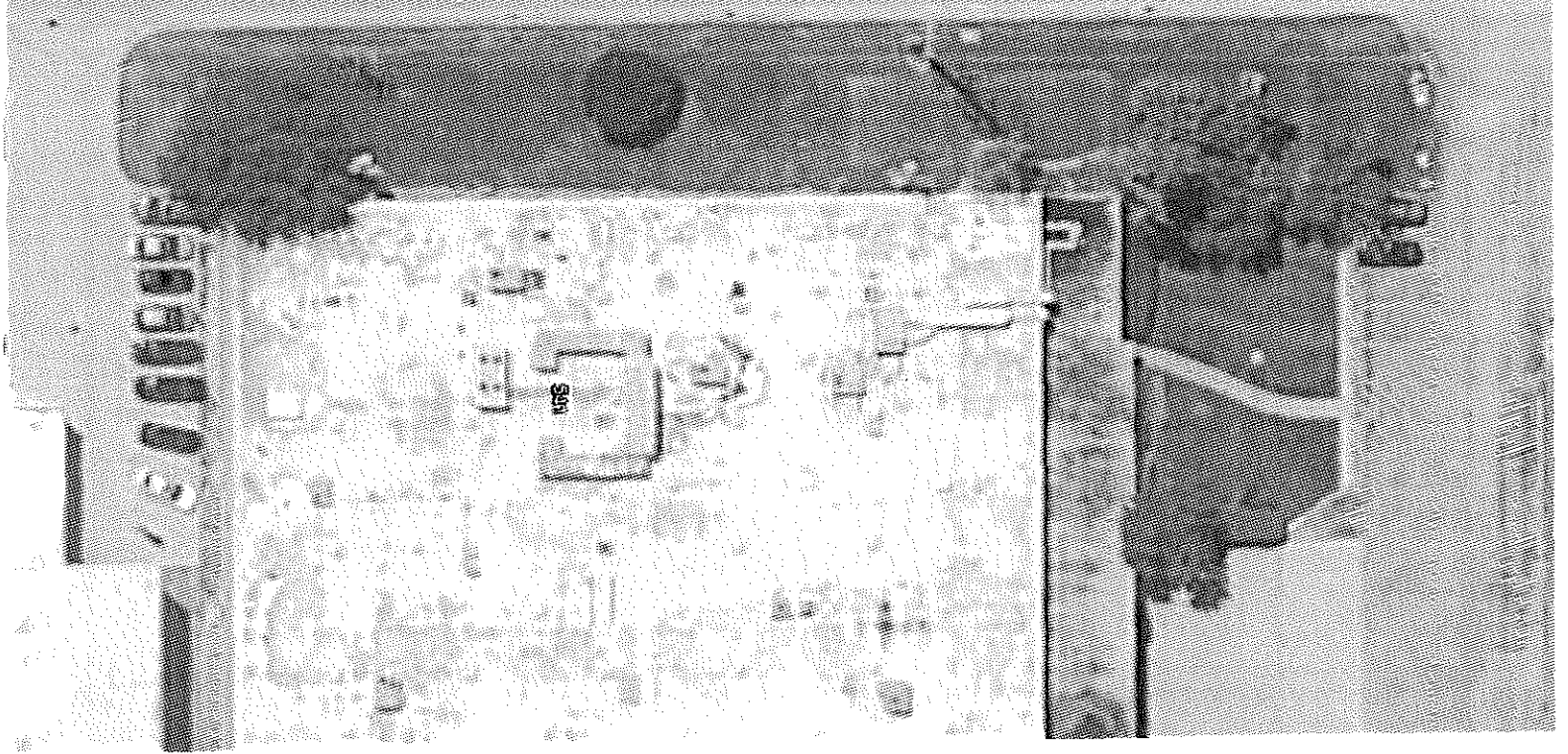
County Line Lot

#65



Mr Prospect Rd

County Line Rd

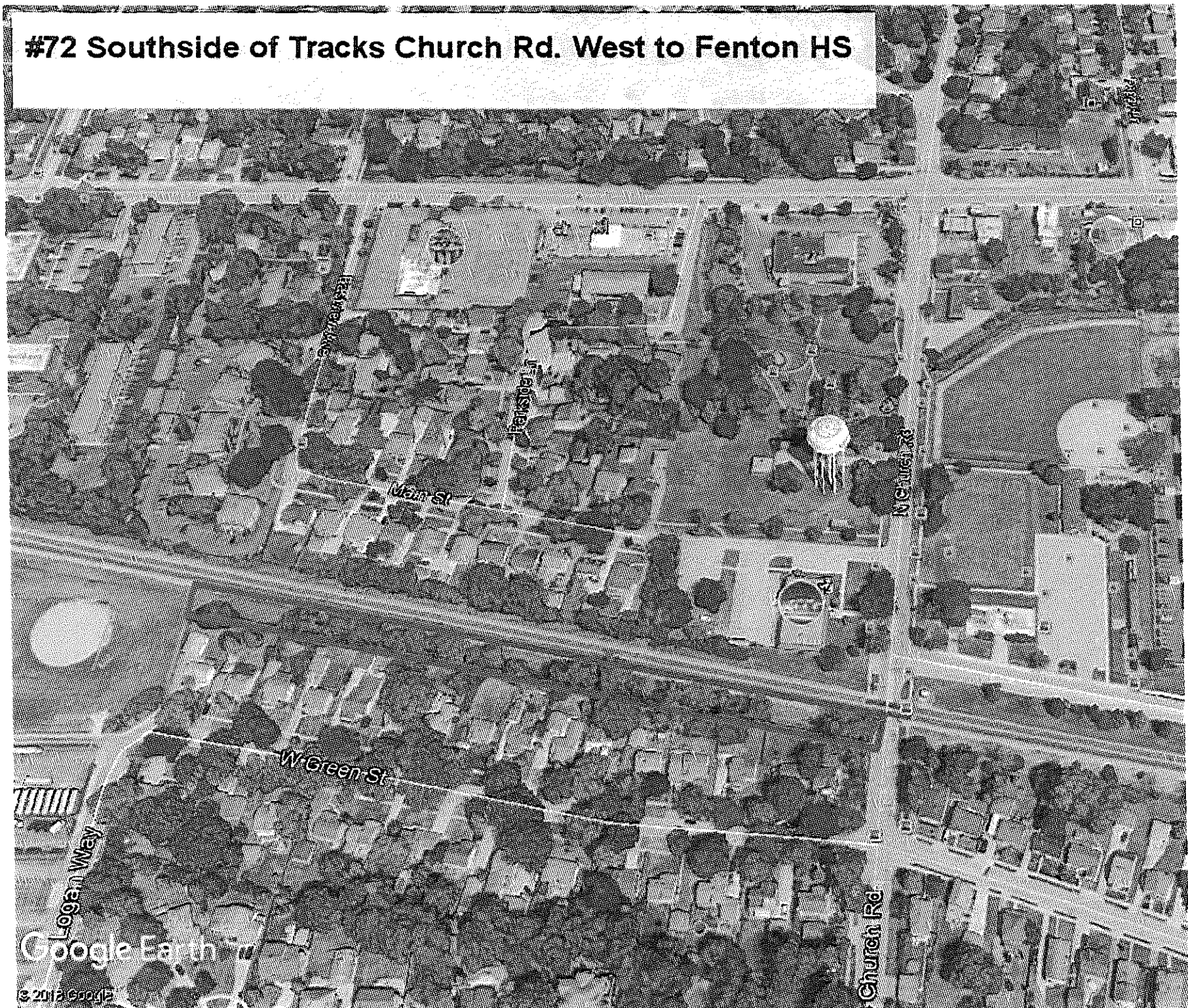


Google

#74 Alley North of West Wood St., South of Grove Ave., East of Barron St., West of Walnut St.



#72 Southside of Tracks Church Rd. West to Fenton HS



Google Earth

© 2012 Google

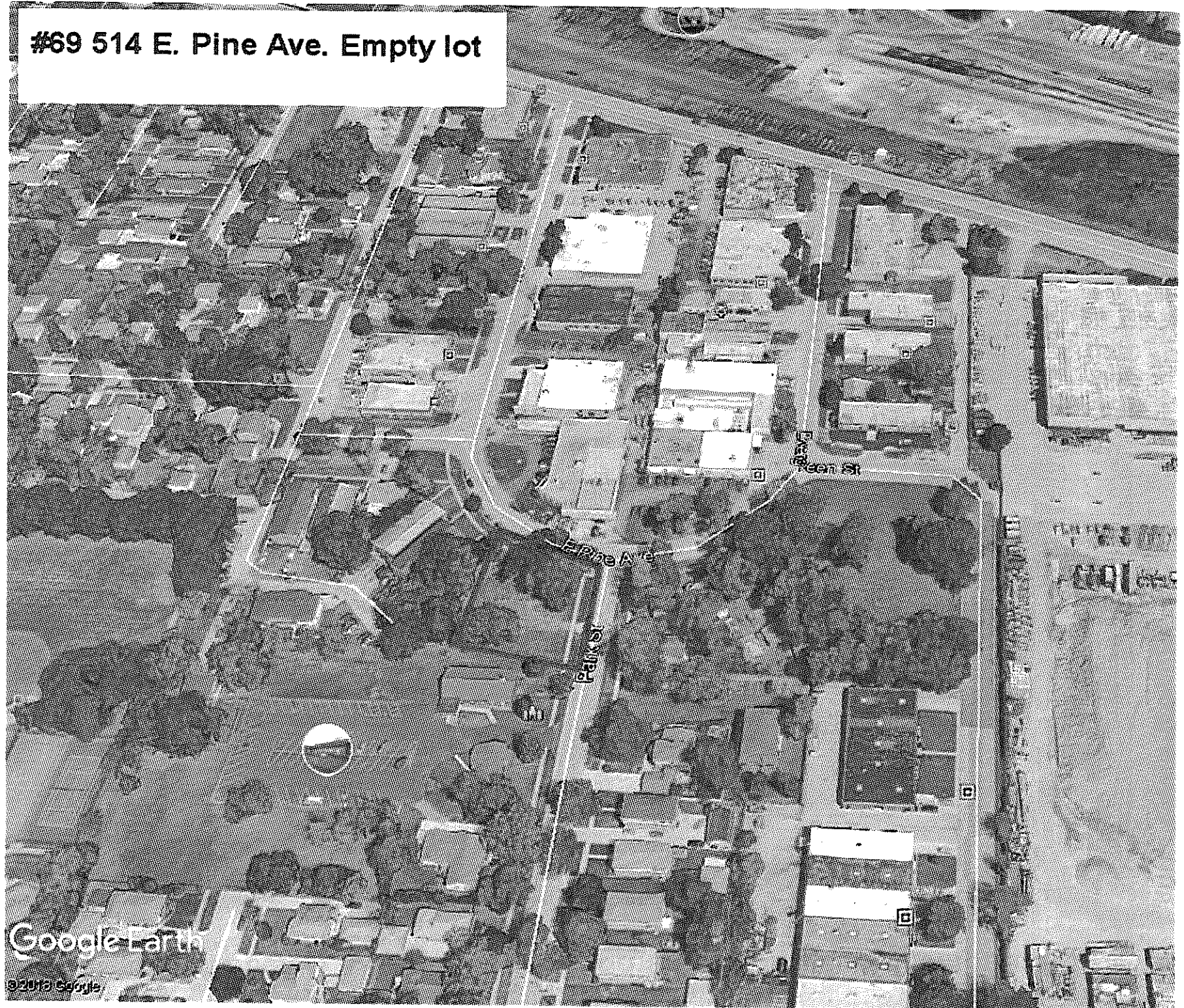
#71 E. Jefferson St. Empty Lot



#70 Alley Between S. Mason St. & S. Addison St. North of Memorial Rd.



#69 514 E. Pine Ave. Empty lot



Google Earth

©2010 Google

#67 RT. 83 Medians Irving Park Rd. South to Frontage Rd.



#68 RT. 83 Medians Thorndale Ave. South to Irving Park Rd.



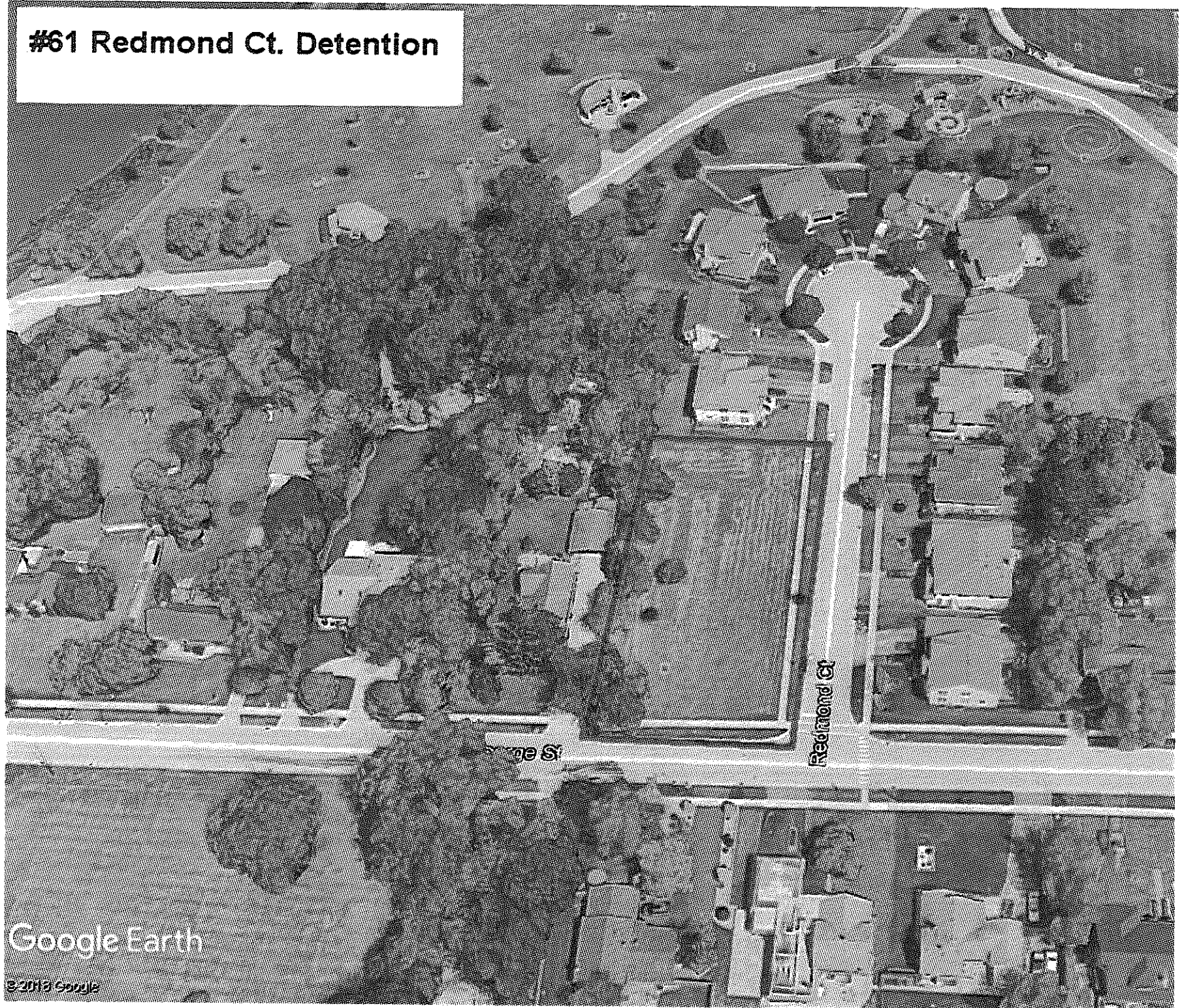
#63 Wastewater Plant



Google Earth

©2016 Google

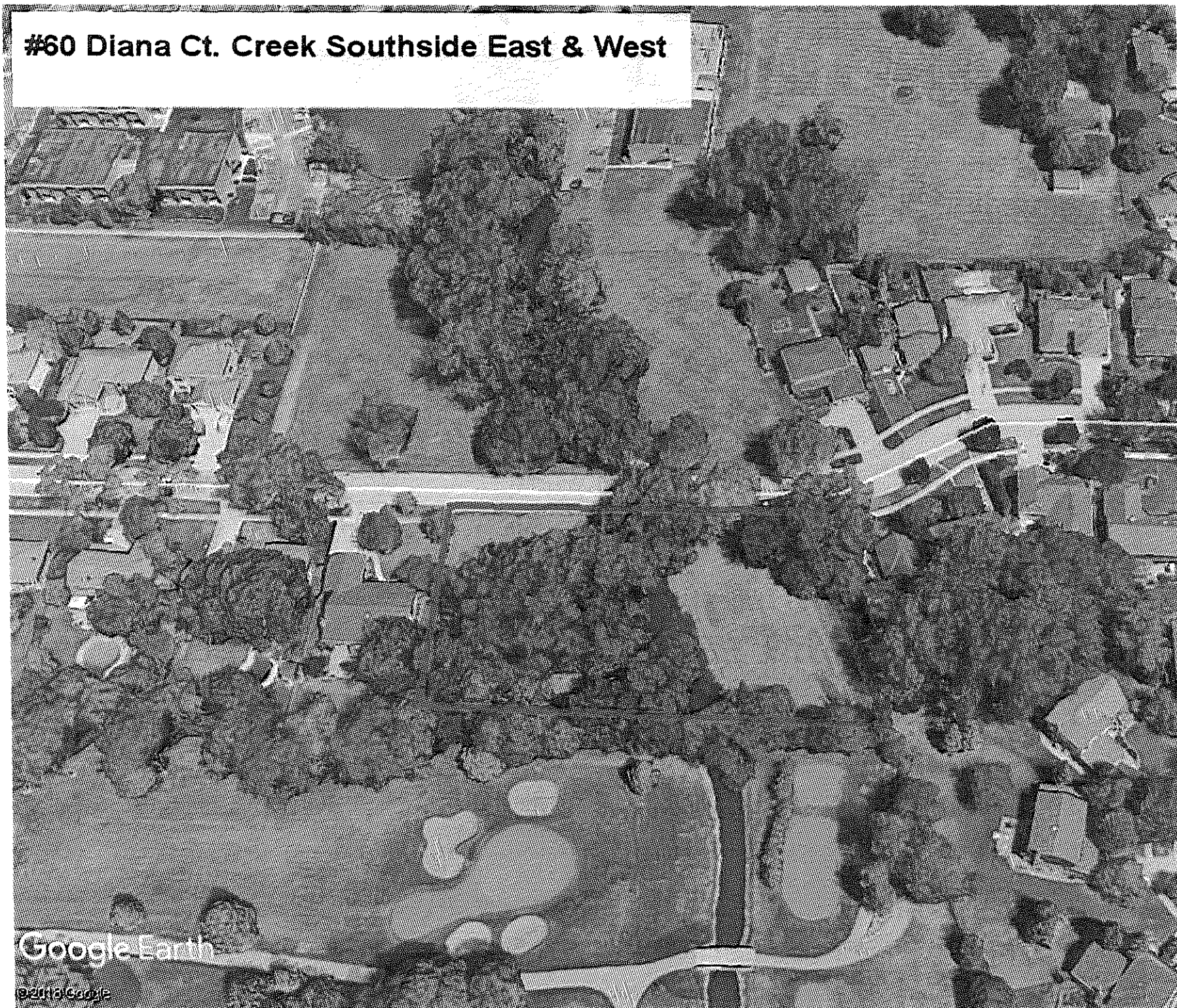
#61 Redmond Ct. Detention



Google Earth

© 2013 Google

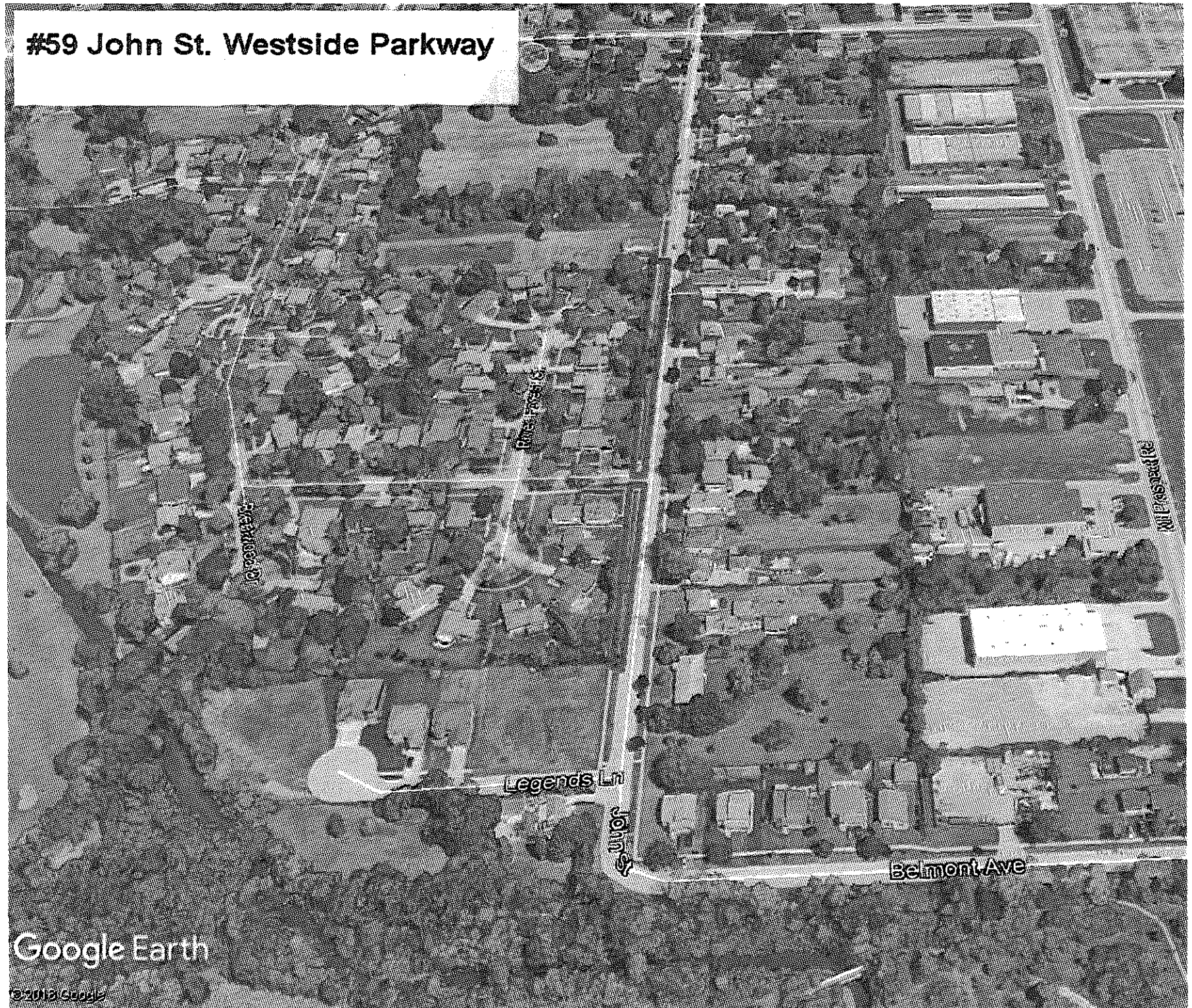
#60 Diana Ct. Creek Southside East & West



Google Earth

©2018 Google

#59 John St. Westside Parkway



Google Earth

©2010 Google

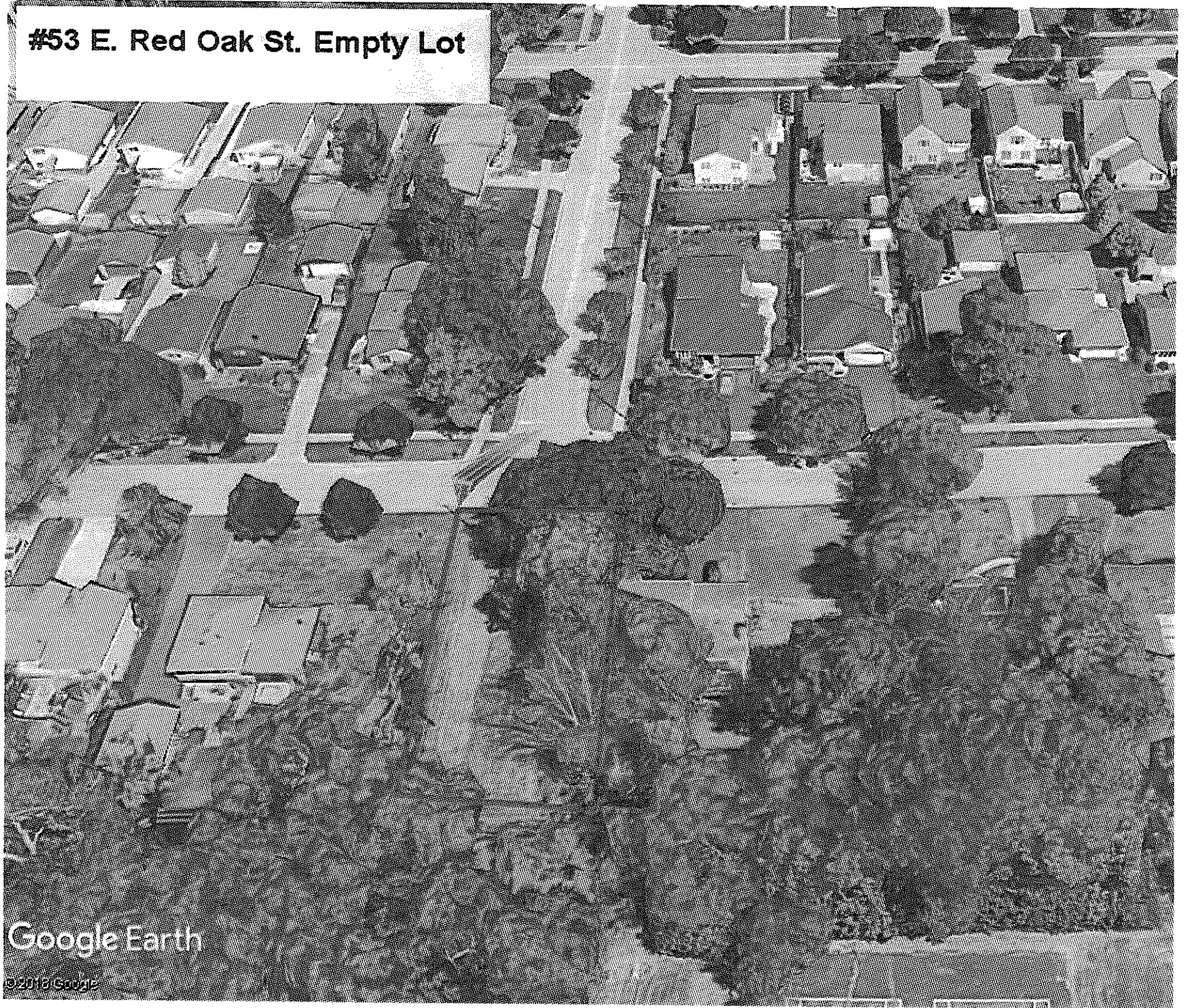
#55 Redmond Complex



Google Earth

© 2013 Google

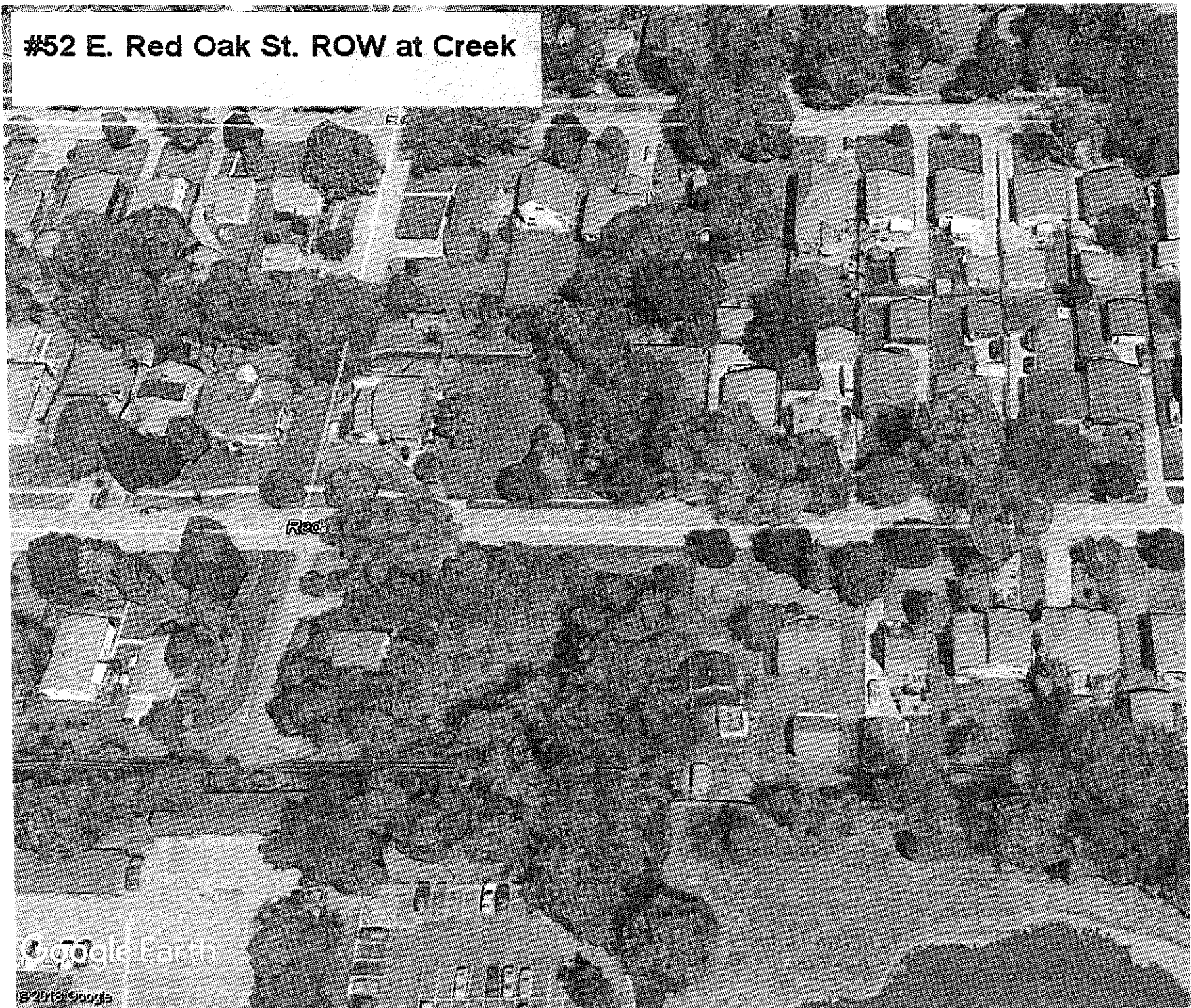
#53 E. Red Oak St. Empty Lot



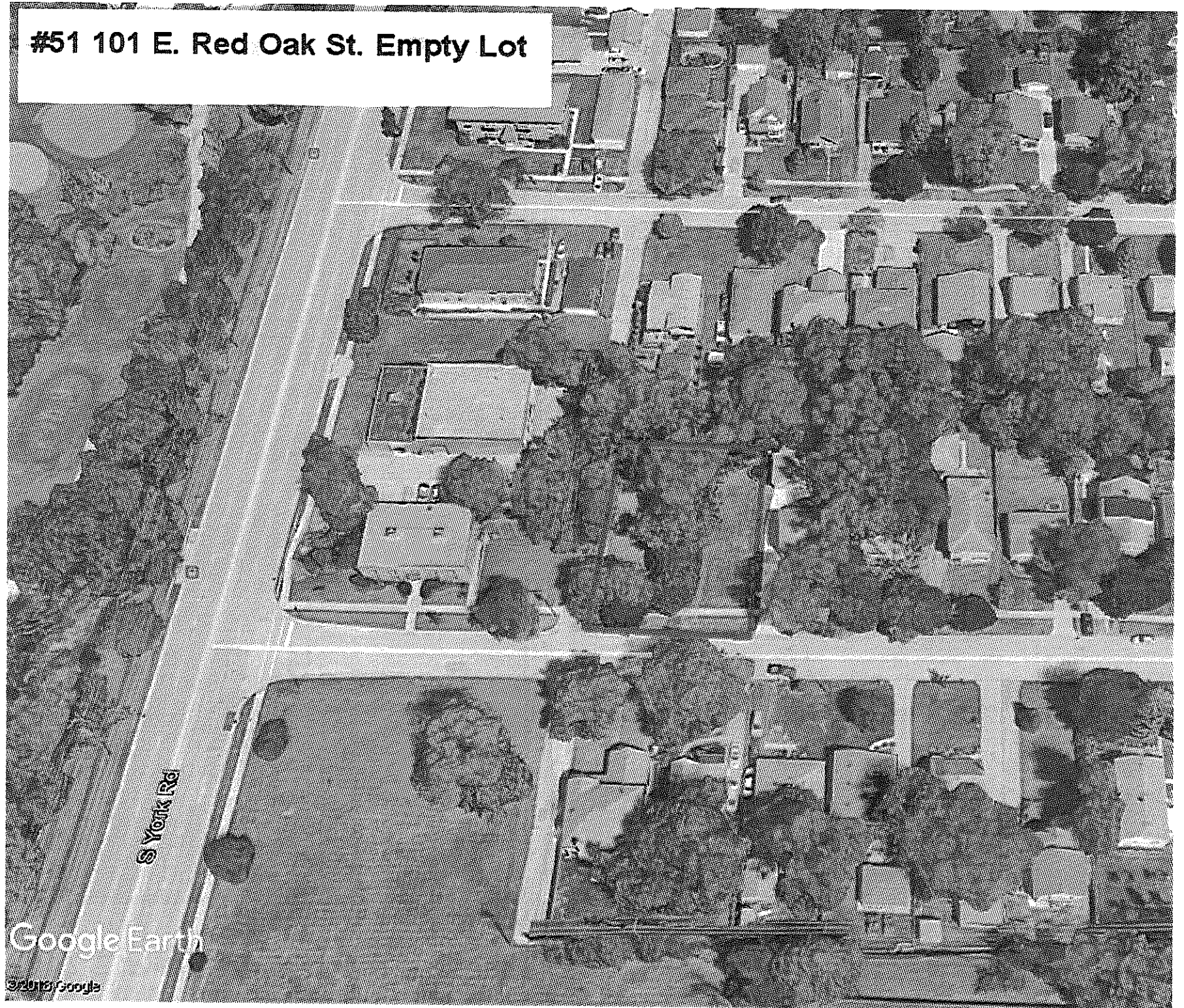
Google Earth

©2018 Google

#52 E. Red Oak St. ROW at Creek



#51 101 E. Red Oak St. Empty Lot

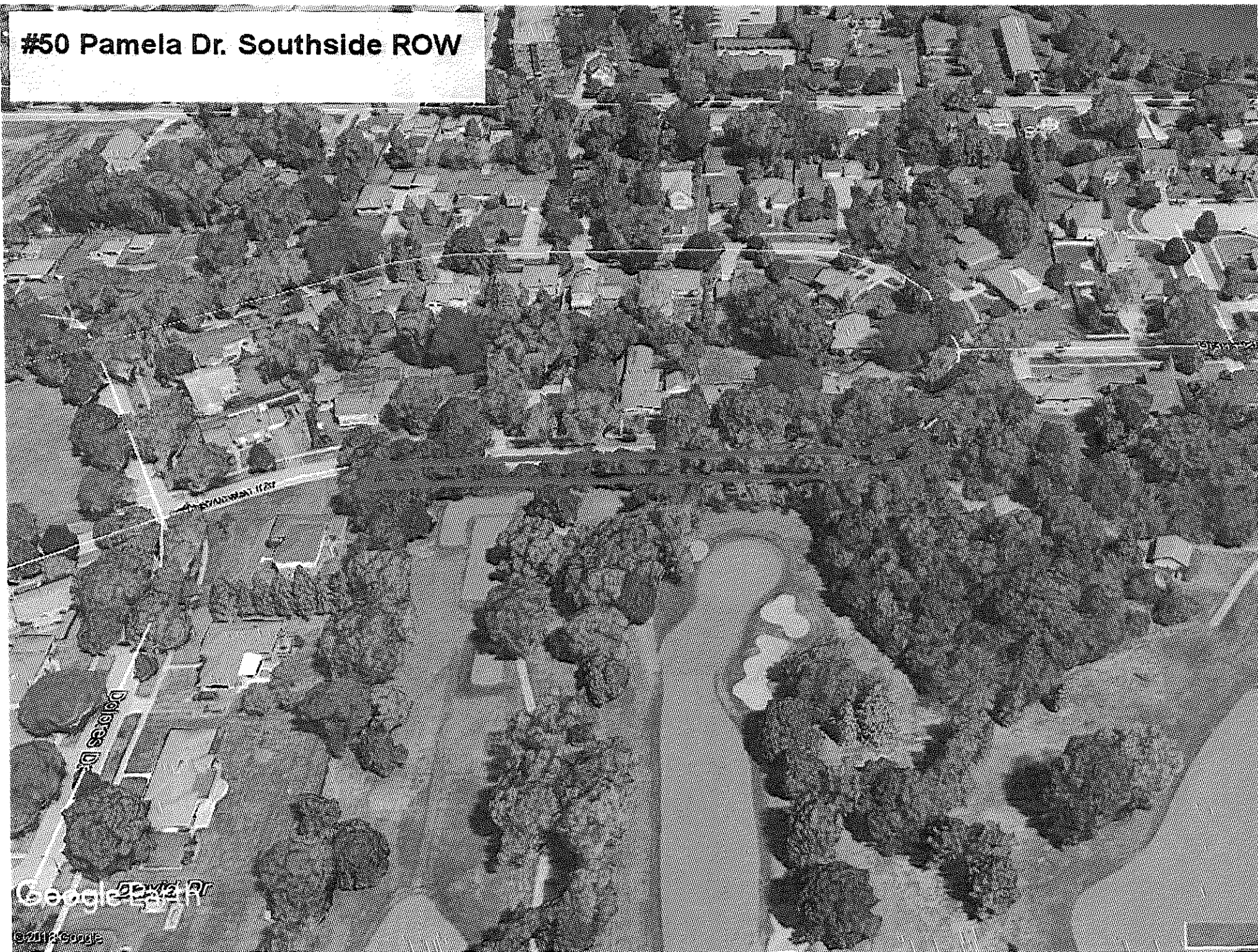


S York Rd

Google Earth

©2016 Google

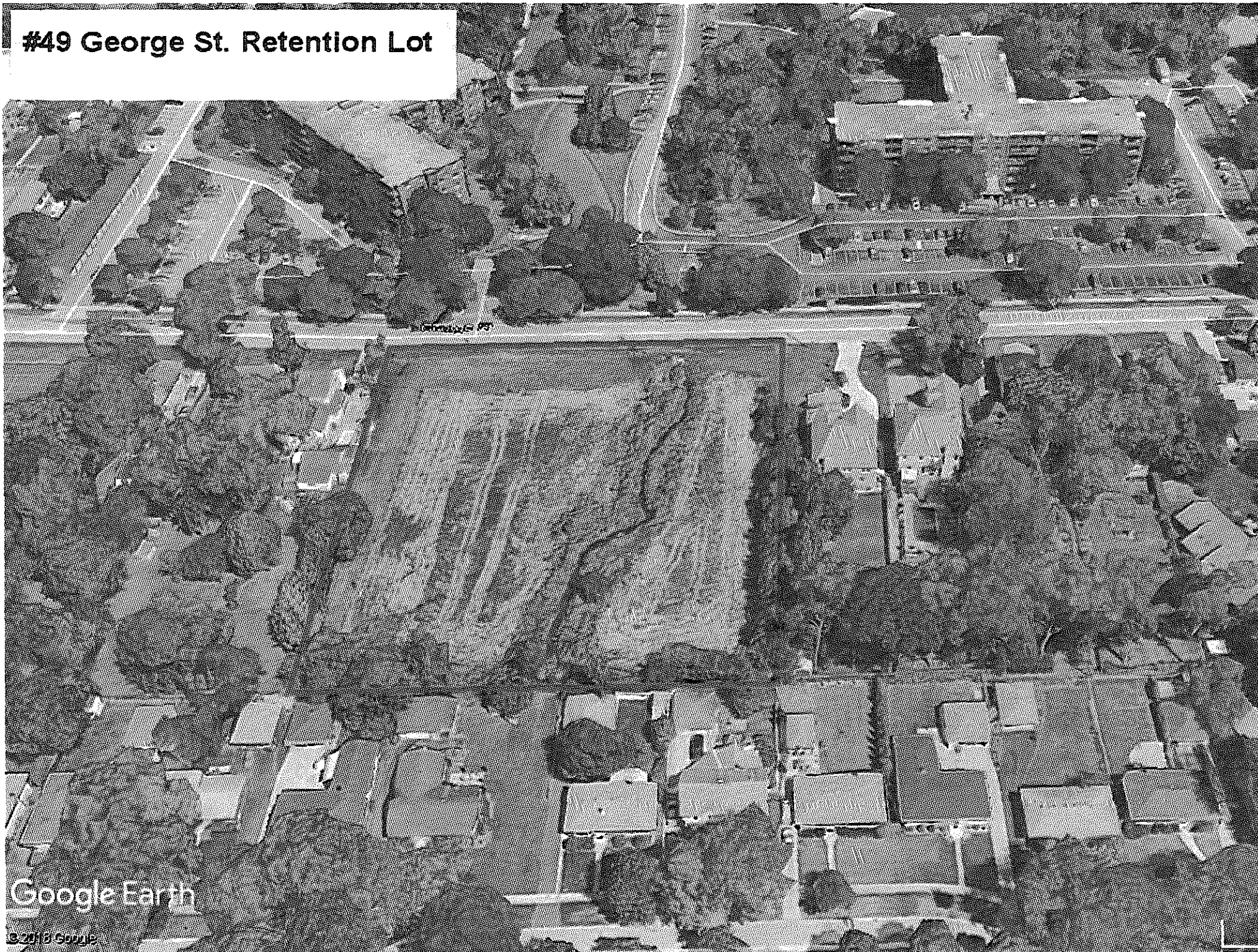
#50 Pamela Dr. Southside ROW



Google Earth

© 2016 Google

#49 George St. Retention Lot



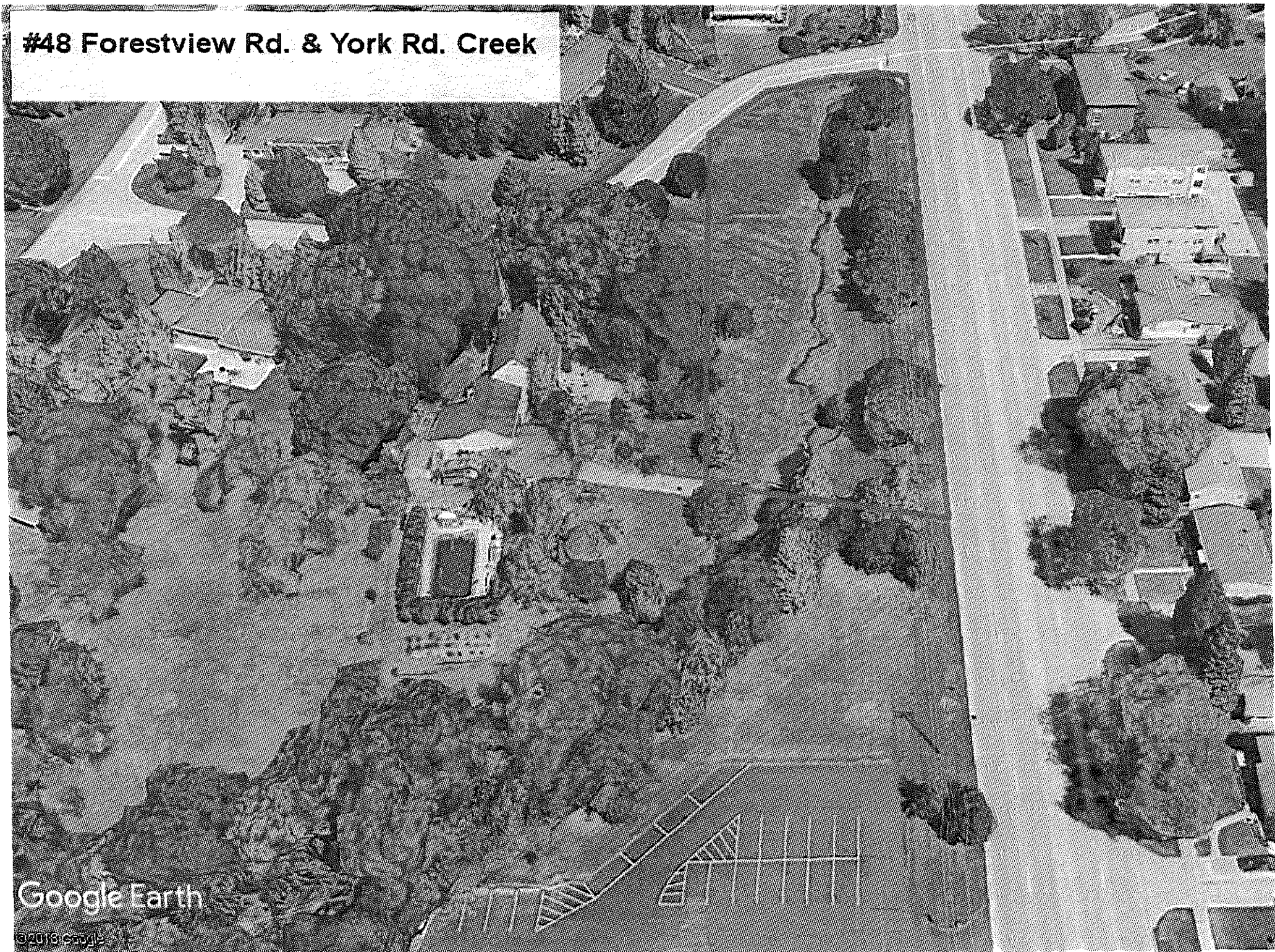
Google Earth

© 2013 Google

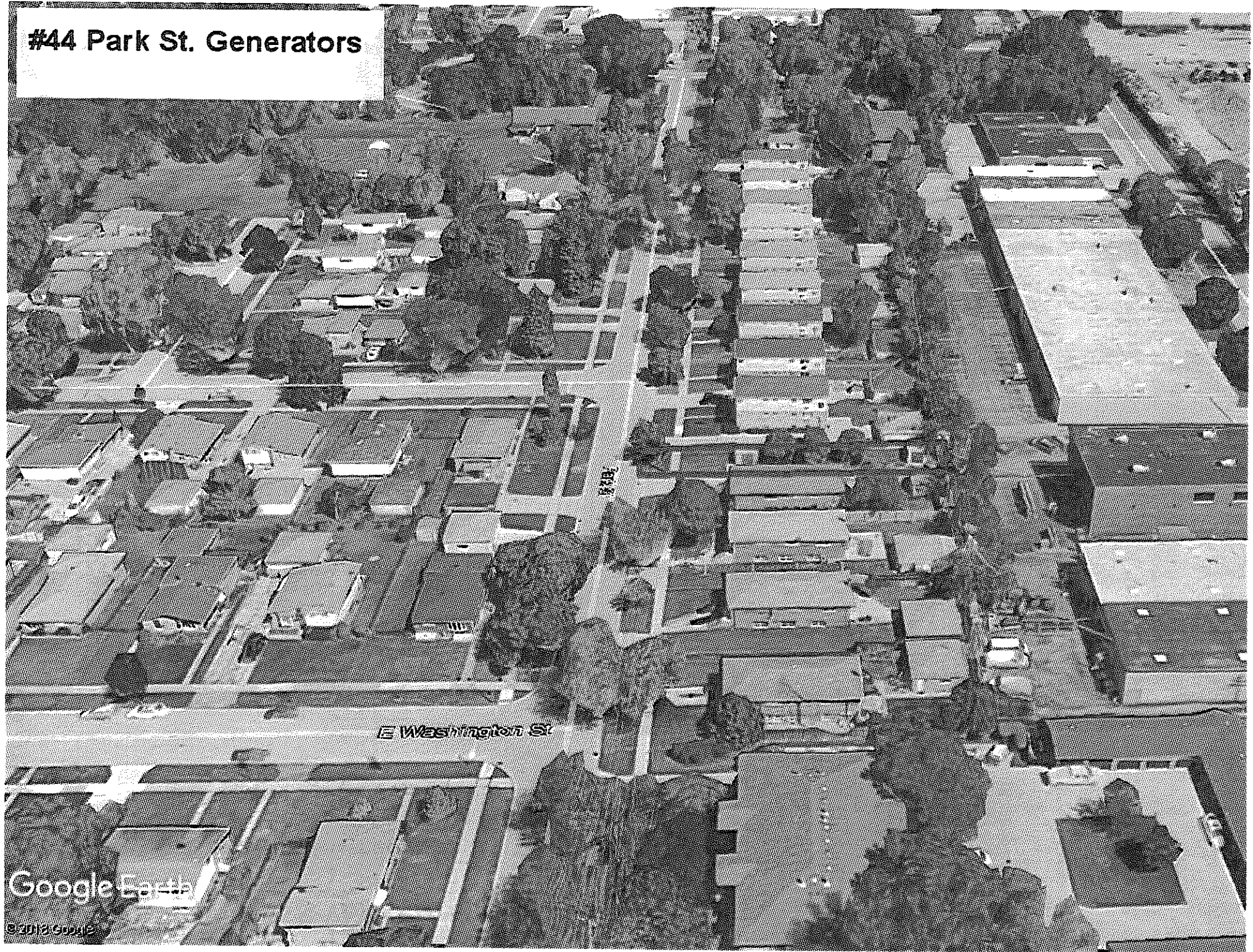
#48 Forestview Rd. & York Rd. Creek

Google Earth

8/20/2015 10:00 AM



#44 Park St. Generators



Google Earth

© 2018 Google

#43 Public Works



#42 Edge Ice Arena



#41 Jefferson St. Northside ROW Edge Ice Arena to County Line Rd.



#40 Green St. VOB Welcome Sign



Google Earth

© 2015 Google

#37 Police Station



#36 Lions Park

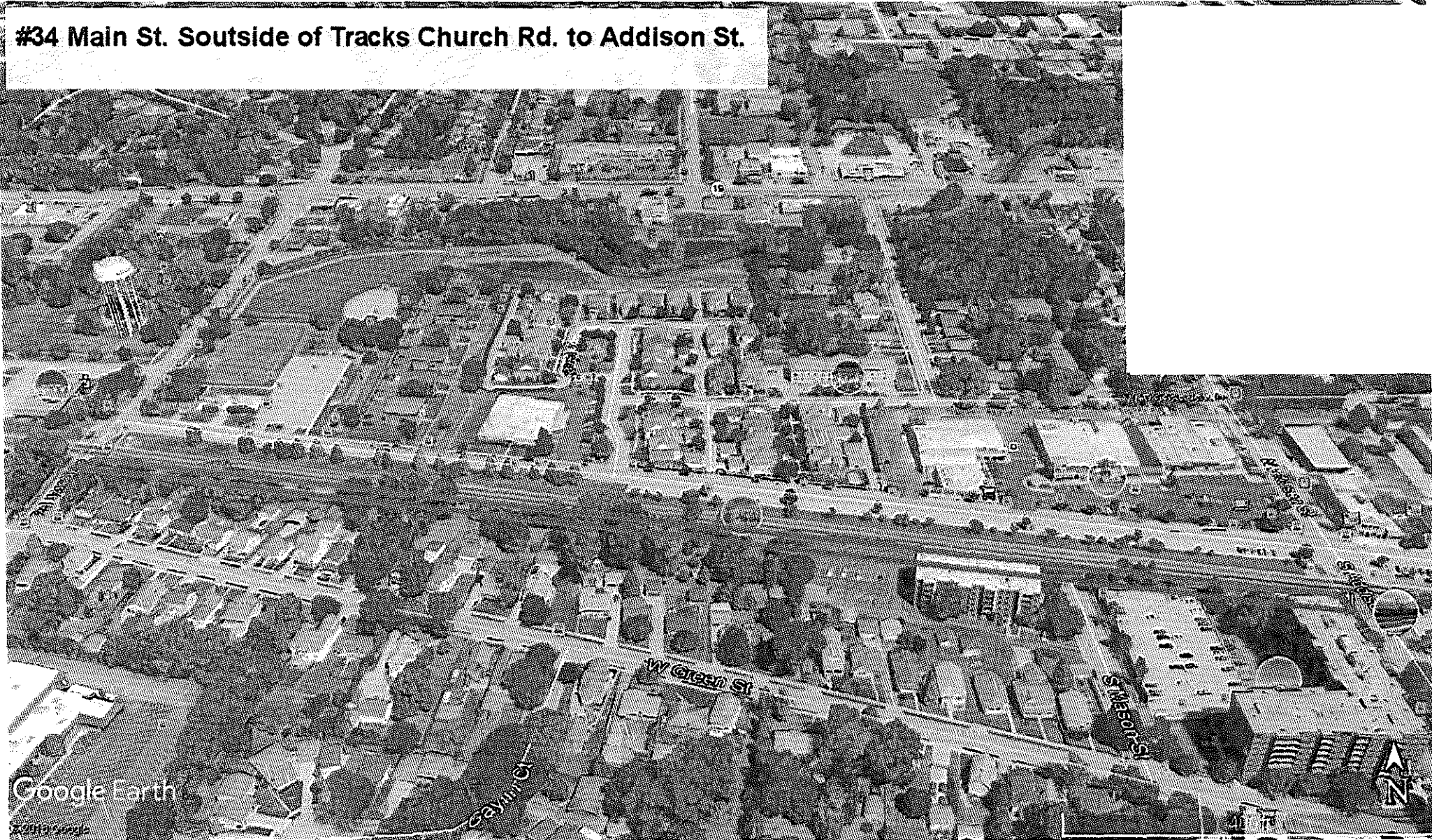


Google Earth

© 2006 Google

© 2006

#34 Main St. Soutside of Tracks Church Rd. to Addison St.

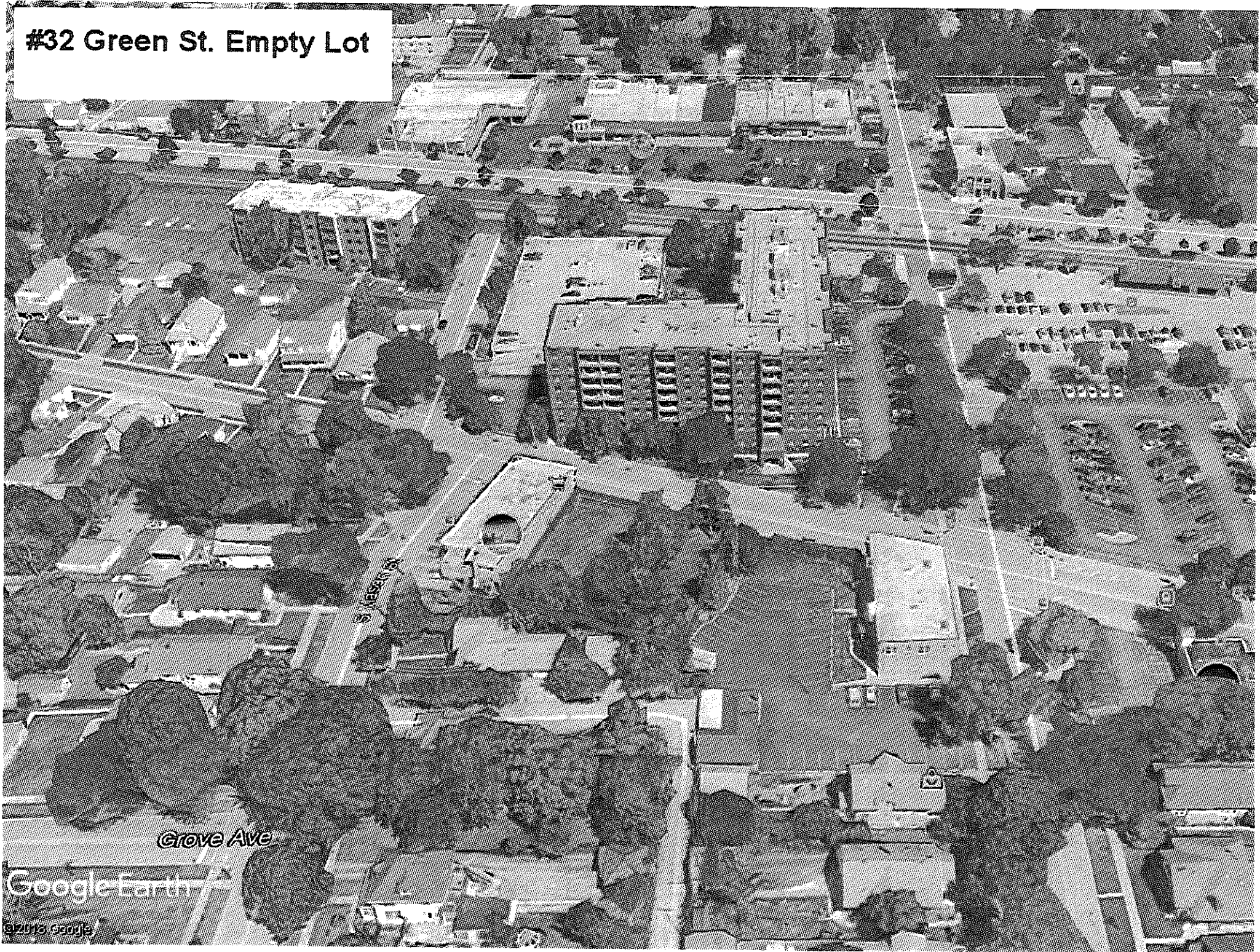


#32 Green St. Empty Lot

Grove Ave

Google Earth

©2013 Google



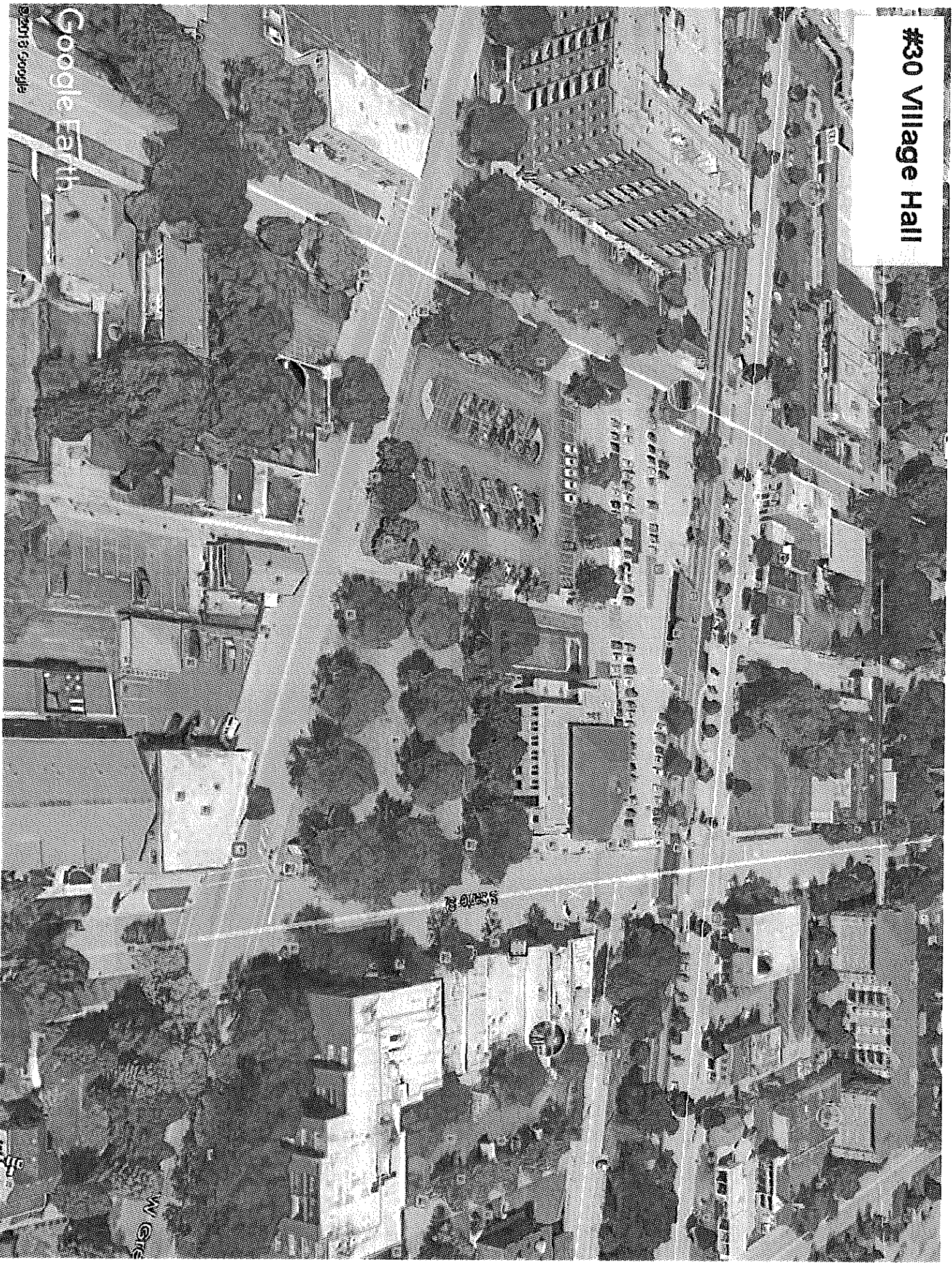
#31 Village Green Park



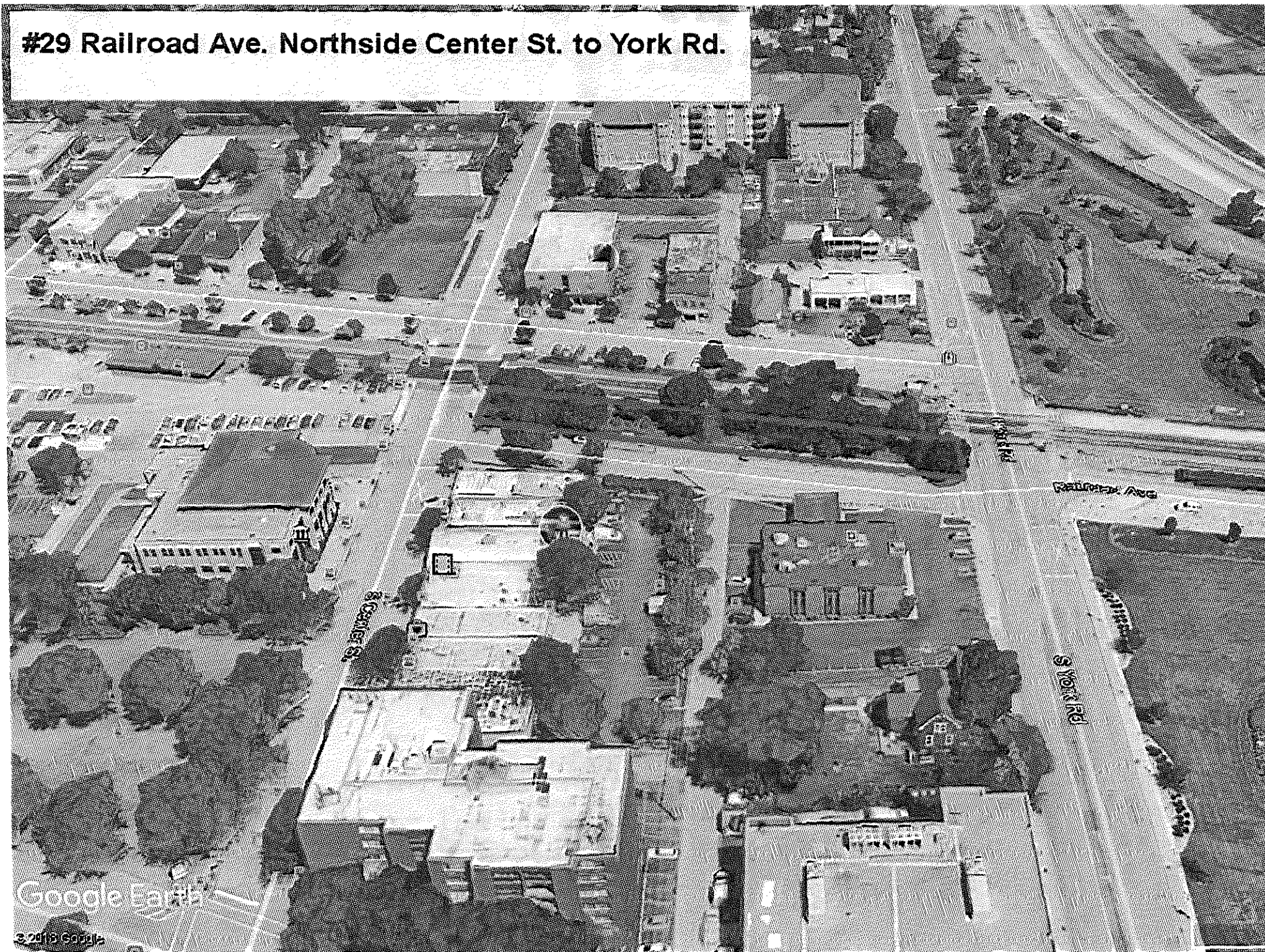
Google Earth

© 2013 Google

#30 Village Hall



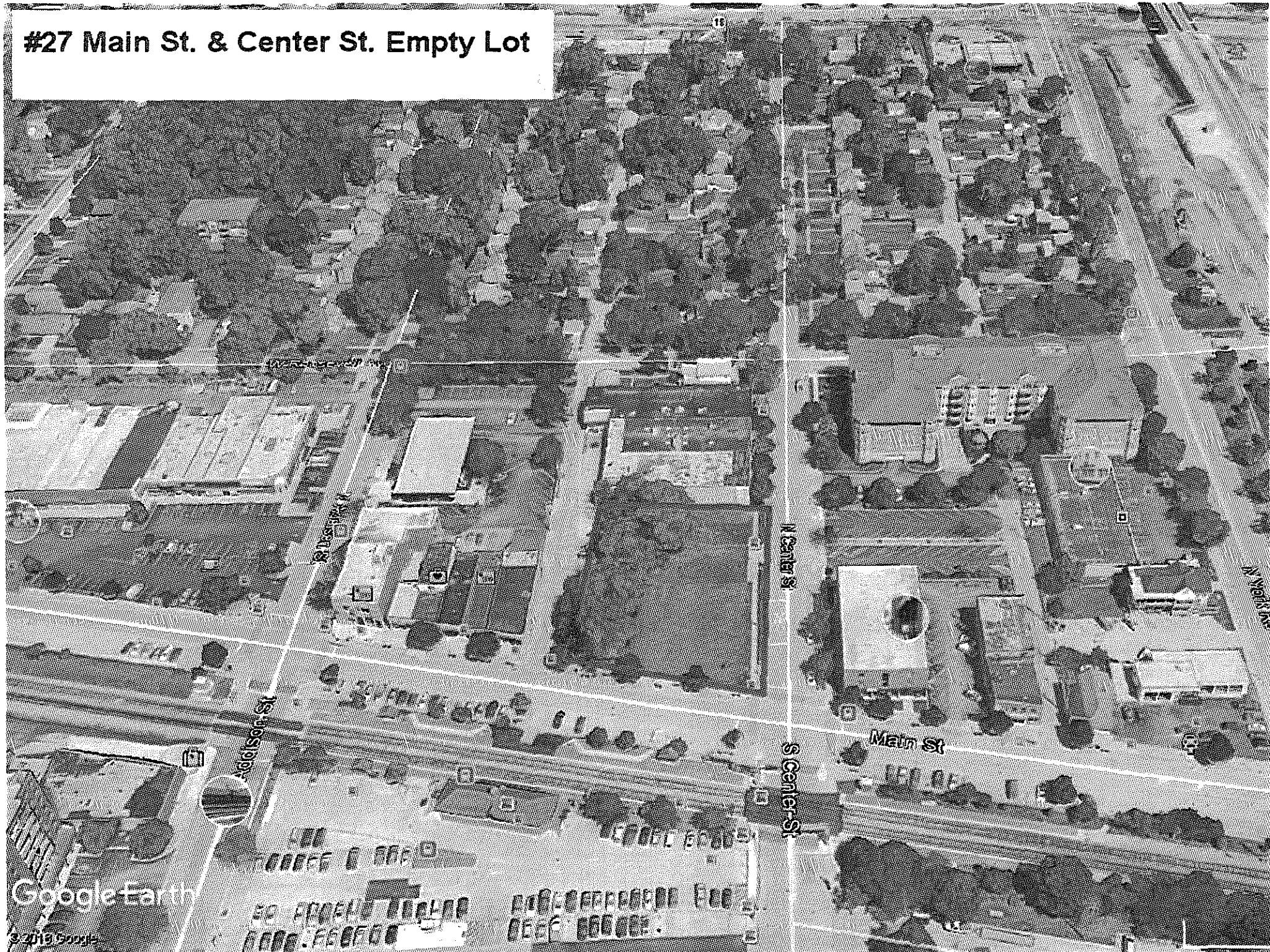
#29 Railroad Ave. Northside Center St. to York Rd.



Google Earth

© 2015 Google

#27 Main St. & Center St. Empty Lot

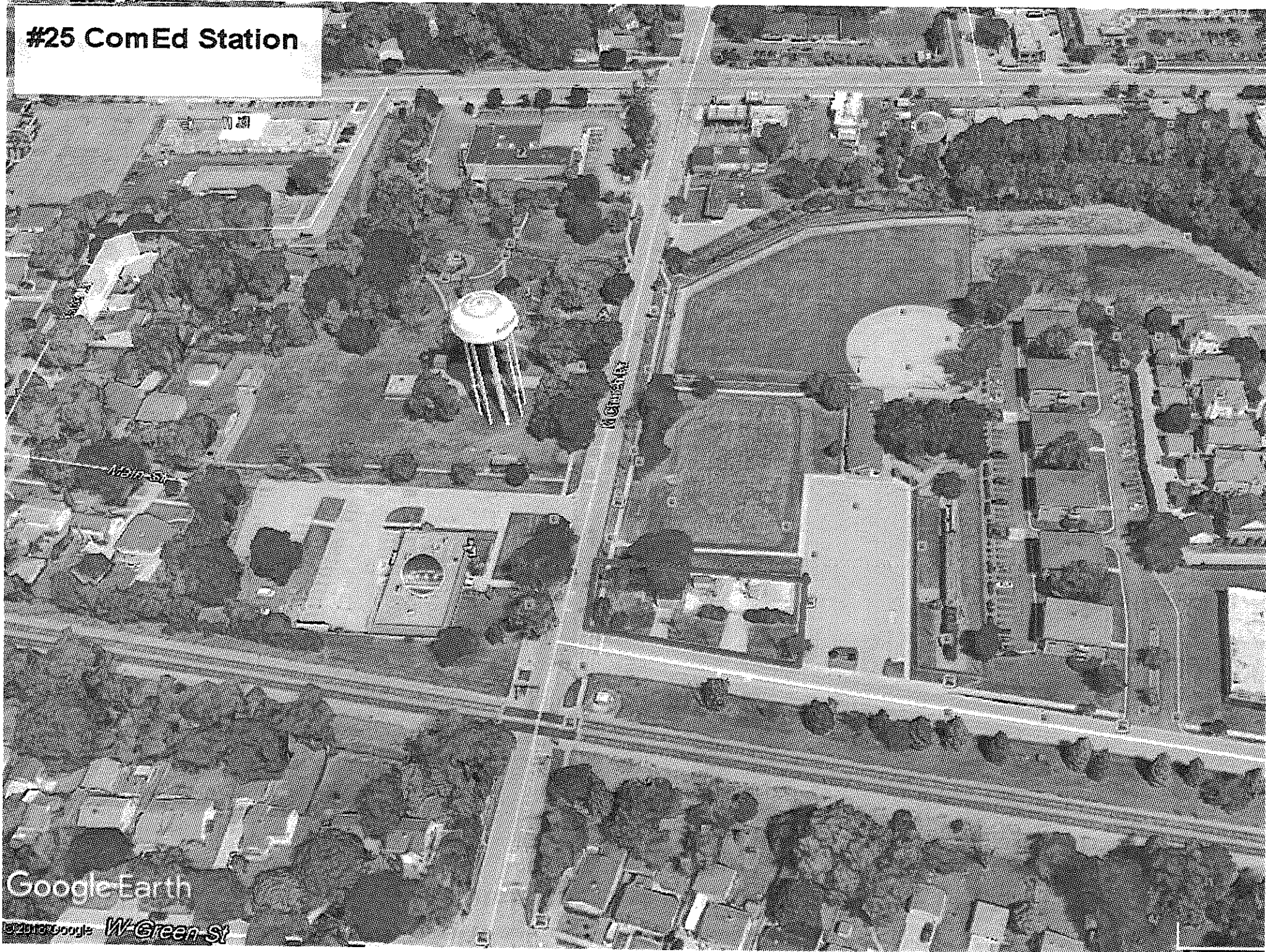


#26 Main St. Southside ROW Church Rd. East to York Rd.

Write a description for your map.



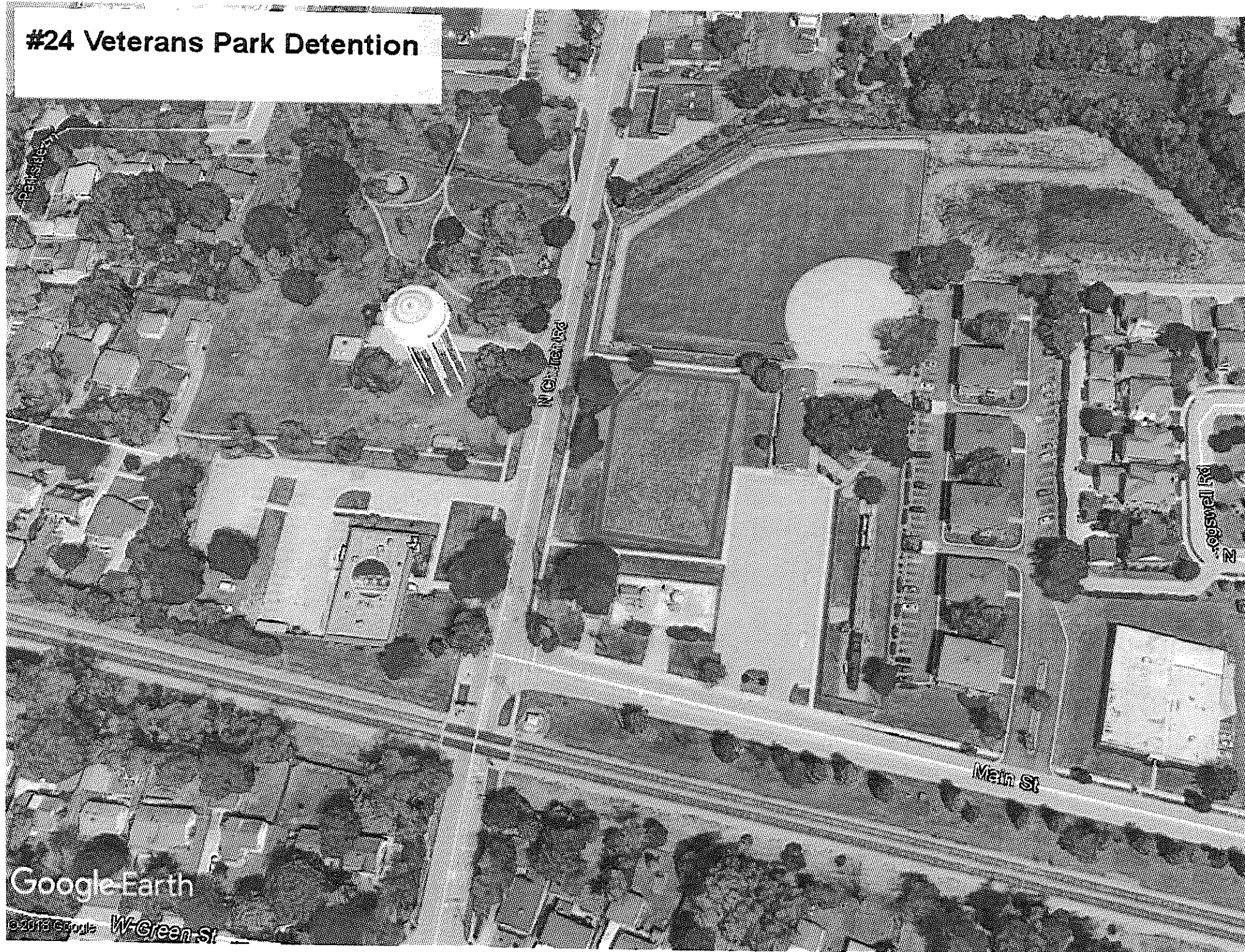
#25 ComEd Station



Google Earth

© 2016 Google W Green St

#24 Veterans Park Detention



Google Earth

© 2013 Google W Green St

#23 100 N. Church Rd.



Google Earth

© 2013 Google

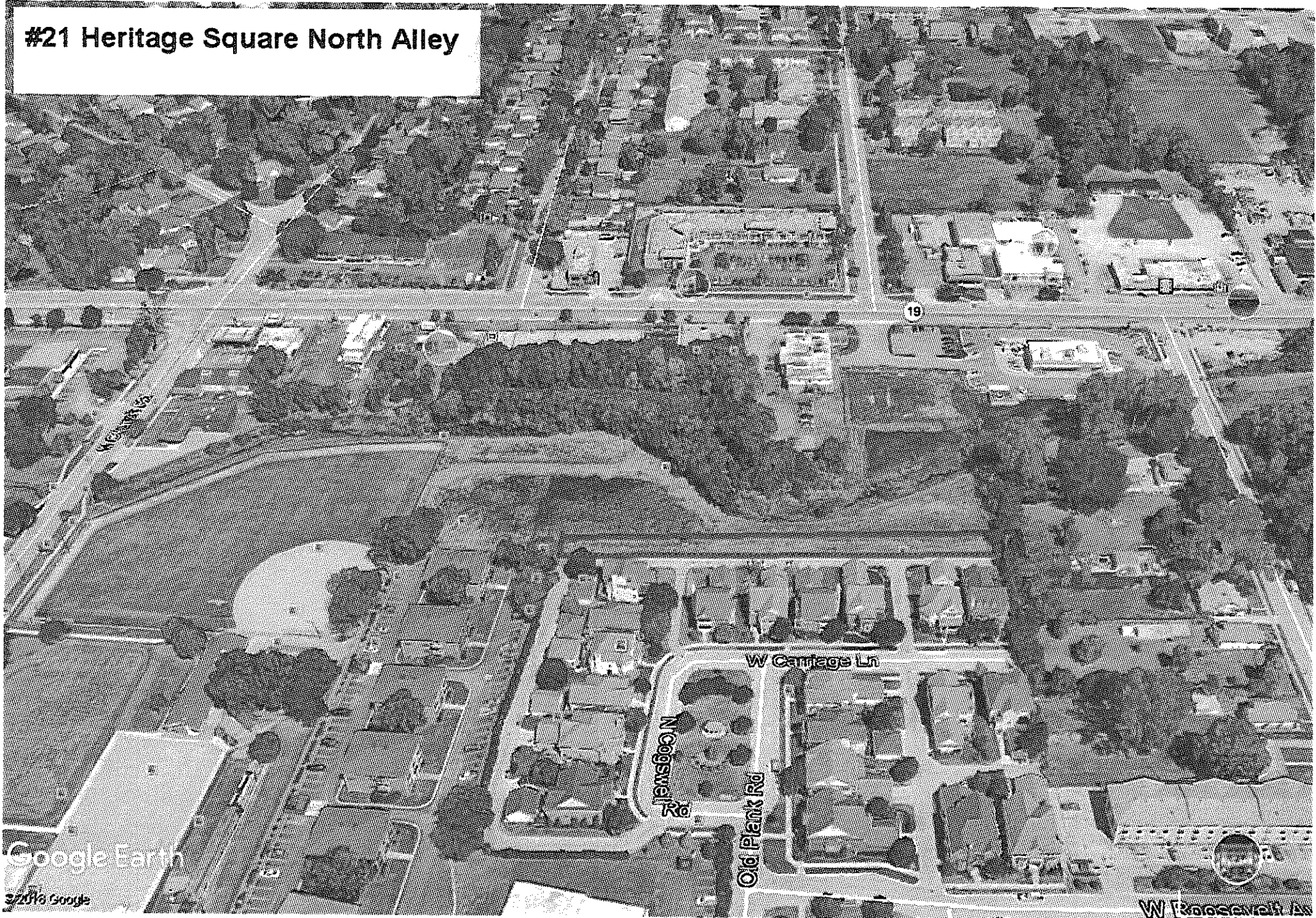
#22 Huffman Park



Google Earth

© 2011 Google

#21 Heritage Square North Alley

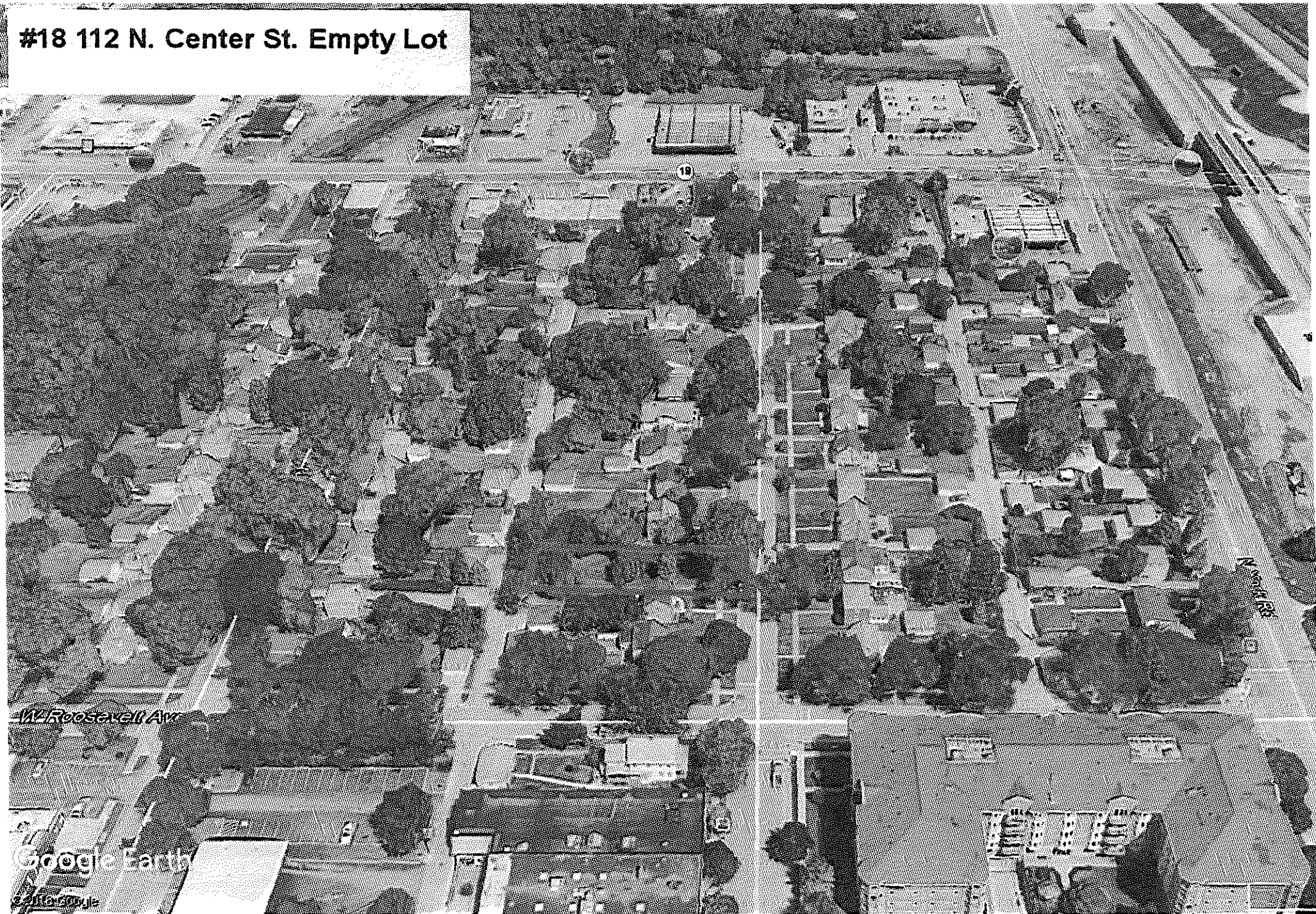


Google Earth

3/2016 Google

W Roosevelt Ave

#18 112 N. Center St. Empty Lot



#17 York Rd. Eastside Irving Park Rd. South to Roosevelt Ave.



#16 York Rd. Eastside Irving Park Rd. North to Gateway Rd.



#13 Irving Park Rd. Northside Eastview Ave. to Church Rd.



RESOLUTION NO. R-98-2022

**AUTHORIZING THE EXECUTION OF A ONE YEAR CONTRACT WITH L.A.R.
LAWN & GROUNDS FOR THE 2022 ALLEY & LAWN MAINTENANCE PROGRAMS**

WHEREAS, the Village of Bensenville (hereinafter “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS, the Village of Bensenville has established a Lawn & Alley Maintenance Programs to properly maintain an acceptable height of grass on properties where the owner has not and to maintain alleys where owner has not, to include removal of grass and weeds, to trim bushes, and to trim tree branches back to property lines, and

WHEREAS, the Village of Bensenville intends to hire an independent contractor to provide the above services, and

WHEREAS, the Village of Bensenville has determined that there is a fiscal benefit to contract the L.A.R. Lawn & Grounds services, and

WHEREAS, L.A.R. Lawn & Grounds has performed their work in previous years for the Village of Bensenville in a professional and timely manner.

NOW BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes the Village Manager to execute a one-year contract with L.A.R. Lawn & Grounds of Wood Dale, Illinois to provide lawn and alley maintenance for the 2022 Lawn & Alley Maintenance Programs.


PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, September 20, 2022.

APPROVED:

A handwritten signature in black ink, appearing to read 'DeSimone', written over a horizontal line.

Frank DeSimone
Village President

ATTEST:

A handwritten signature in black ink, appearing to read 'Nancy Quinn', written over a horizontal line.

Nancy Quinn,
Village Clerk

AYES: Franz, Frey, Lomax, Panicola, Perez

NAYS: None

ABSENT: Carmona



L.A.R LAWN & GROUNDS
LUIS REYES

CONTACT

221 N Addison Rd
Wood Dale, IL 60191
Luisar2224@gmail.com
708-770-2860

VILLAGE OF BENSENVILLE

12 S CENTER ST • BENSENVILLE, IL 60106
TALL GRASS PROGRAM & ALLEY MAINTENANCE PROGRAM

August 16, 2022

Dear Village of Bensenville,

Tall Grass

Cost to mow typical lot with structures on it under 12 inches \$90.00

Cost to mow typical lot with structures on it over 12 inches \$175.00

Double Lot with structures up to 12 inches \$175.00

Double Lot with or without structures over 12 inches to be to be determined.

Alley Maintenance

Cost to mow or weed right of way with removal \$75.00

Cost to trim bushes with removal \$100.00

Cost to trim branches back to property line \$200.00

Sincerely,
L.A.R LAWN & GROUNDS
Luis Reyes

A handwritten signature in dark ink, appearing to read "Luis Reyes".

PROPOSAL FOR 2022 CONTRACT LAWN MAINTENANCE

Condition 1:

Cost to mow or weed whip typical right of way with removal.

Cost per lot, per mowing

\$ 75.00

Condition 2:

Cost to trim bushes with removal

\$ 100.00

Condition 3:

Cost to cost to trim branches back to property line and a minimum height above grade of 14 feet, with removal

~~\$ 250.00~~ 200.00

Note: Grass will be a minimum of 8" in height when it requires cutting and may be as high as 12-14" Tree branches need to be kept trimmed up to a height of 14 feet.

Options/Alterations:

Authorized Signature

Title:

Date:

PROPOSAL FOR 2022 CONTRACT LAWN MAINTENANCE

Cost per lot, per mowing

Condition 1:

Cost to mow typical lot *with* structures on it
and mulch grass in place

\$ 75.00

Condition 2:

Cost to mow typical lot *without* structures on it
and mulch grass in place

\$ 75.00

Condition 3:

Cost to mow typical lot *with* structures on it
and collect and dispose of clippings

\$ 75.00

Condition 4:

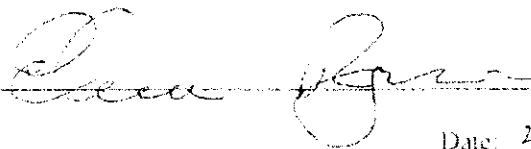
Cost to mow typical lot *without* structures on it
and collect and dispose of clippings

\$ 75.00

Note: Grass will be a minimum of 8" in height when it requires cutting and may be as high as 12-14"

Options/Alterations:

Authorized Signature



Title

GM

Date:

4-5-22