ORDINANCE NO. ~~2024-~~ 25-4481

ORDINANCE AUTHORIZING AND APPROVING THE AWARD OF A FOUR-YEAR CONTRACT TO MARK 1 LANDSCAPE FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CONTRACT YEARS 2025, 2026, 2027, AND 2028

WHEREAS, the Village of Barrington (hereinafter sometimes referred to as the "Village"), Cook and Lake Counties, Illinois, solicited sealed competitive bids for Landscape Maintenance services for years 2025, 2026, 2027, and 2028; and

WHEREAS, the Village received and opened the five (5) sealed bids in response to the Village's solicitation for competitive bids, which bid result is listed below for the four (4) year contract period:

Contractor	Total Bid Amount for the 4-Year Contract
Langton Group.	$ 1,141,848.00
Brightview Landscapes	$ 933,768.00
Apex Landscape, Inc.	$ 725,209.99
Alverez, Inc.	$ 612,152.00
Mark 1 Landscape	$ 574,400.00

WHEREAS, the Village has determined that Mark 1 Landscape, 1540 Hecht Drive, Suite K, Bartlett, IL 60103 (hereinafter sometimes referred to as the "Contractor") met the contract requirements and was the lowest responsible bidder; and

WHEREAS, Mark 1 Landscape submitted the lowest qualified bid to the Village in response to the Village's solicitation for competitive bids, and Mark 1 Landscape is, therefore, the lowest responsible bidder in the total four-year contract amount of $574,400.00 for the required landscape maintenance services for the 2025, 2026, 2027, and 2028 landscape maintenance seasons as follows:

2025 Contract Year	2026 Contract Year	2027 Contract Year	2028 Contract Year
$140,880.00	$140,880.00	$144,680.00	$147,960.00

; and

WHEREAS, the Village desires to award a four (4) year contract for landscape maintenance services to Mark 1 Landscape, for the contract years of April 1 through November 30, 2025, April 1 through November 30, 2026, April 1 through November 30, 2027, and April 1 through November 30, 2028 (unless the contract is terminated earlier by the Village), with the Village reserving the right to extend the contract with Mark 1 Landscape for an additional two (2) contract years:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby deemed to constitute the findings of the Corporate Authorities.

SECTION 2: The Village does hereby award a four (4) year contract to Mark 1 Landscape to provide landscape maintenance services to the Village as set forth herein for the contract years of April 1 through November 30, 2025, April 1 through November 30, 2026, April 1 through November 30, 2027, and April 1 through November 30, 2028 (unless the contract is terminated earlier by the Village) for a total four (4) year contract amount of $574,400.00, all in accordance with all of the Contract Documents which are attached hereto as Group Exhibit A and thereby made a part hereof, with the Village reserving the right to extend the contract with Mark 1 Landscape for an additional two (2) contract years.

SECTION 3: The Corporate Authorities of this Village hereby approve and accept the aforesaid bid of Mark 1 Landscape, 1540 Hecht Drive, Suite K, Bartlett, IL 60103 ("the Contractor") and award a Contract to the Contractor to provide the labor, services, and materials for landscape maintenance services for the 2025, 2026, 2027, and 2028 landscape maintenance seasons at the prices specified in the Contractor's Bid with an aggregate not to exceed the Contract amount for the entire four-year contract period of $574,400.00, all in accordance with the terms, conditions, and specifications set forth in the Contract Documents, which Contract Documents shall be in substantially the form attached hereto as Group Exhibit A and thereby made a part hereof.

SECTION 4: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to attest and to deliver to the Contractor an executed Contract in accordance with the provisions of this Ordinance, the Contractor's Bid, and all of the other Contract Documents (Group Exhibit A), and to do all things necessary and essential including the execution and delivery of any other documents and certificates to implement the Contract as herein authorized.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 13 DAY OF JANUARY, 2025 BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lehmeyer, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS NONE

ABSENT Trustee Sholeen

ABSTAIN NONE

APPROVED THIS 13 DAY OF JANUARY, 2025

Karen Y. Darch

Karen Darch, Village President

ATTESTED AND FILED THIS 13 DAY OF JANUARY, 2025

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

LANDSCAPE MAINTENANCE SERVICES
CONTRACT DOCUMENTS

A. Request and Invitation for Bids (Document A)
B. Landscape Maintenance Contract; Instructions to Bidders (Document B)
C. Contractor's Bid Proposal Form (includes Contractor's qualifications and signature page) (Document C) including the 2025, 2026, 2027, and 2028 Landscape Maintenance Season/Contractor's Schedule of Prices (Document C–2025, 2026, 2027, 2028)
D. Definition of Terms (Document D)
E. General Contract Conditions/Landscape Maintenance (Document E)
F. Agreement and Signature Sheet (Landscape Maintenance Contract) (Document F)
G. Detailed Specifications (Sections 1, 2, and 3) (Document G)
H. There is no "Document H"
I. Performance and Payment Bond (Document I)
J. Contractor's Certification/Eligibility to Bid (Document J)
K. Affidavit Re: Delinquent Taxes (Document K)
L. Notice of Award (Document L)
M. Notice to Proceed (Document M)
N. Addendum to Contract (Document N)
O. Contractors Drug Free Workplace Certification (Document O)
P. Contractors Sexual Harassment Certification (Document P)
Q. Certificate(s) of Insurance

VILLAGE OF BARRINGTON
2025 LANDSCAPE MAINTENANCE CONTRACT

AGREEMENT
(Document F)

This Agreement (the "Agreement" or the "Contract") made and entered into this 13 day of January, 20 25 by and between Mark 1 Landscape, hereinafter referred to as the "Contractor", and the Village of Barrington, an Illinois municipal corporation (hereinafter referred to as the "Owner" or as "the Village").

WHEREAS, the Contractor has agreed to perform the Village's landscaping maintenance needs on the Village's publicly owned property, as described within, and in return, the Owner has agreed to pay the Contractor at the rates contained in the Agreement and any supplemental Agreements thereto for the performance of the work in accordance with the Contract Documents for the 2025 Landscape Maintenance Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Contract shall commence April 1, 2025, and shall continue through November 30, 2025. At the Owner's discretion, a (1) one year Contract subject to any and all requirements as set forth in the 2025 contract documents may be awarded annually for one or more subsequent terms for the following season(s): April 1 – November 30, 2026, April 1 – November 30, 2027, and April 1 – November 30, 2028 and shall be if approved by the Village Board.

2. The Contractor agrees to perform all work in accordance with the Contract Documents for the 2025 Landscape Maintenance Contract Detailed Specifications.

3. Not later than March 1 of each year, the Contractor shall provide the Owner with a completed and current Certificate of Insurance, Delinquent Tax Form, and Performance and Payment Bond for the ensuing term of the Agreement.

4. The Contractor agrees to comply with all local, State & Federal Laws concerning the work and the quality of the environment.

5. The Contractor agrees to hold the Village, its elected and appointed officials, officers, employees, and agents harmless from and protect and defend the Village from any and all claims, causes of action or liability arising from and relating to Contractor's work.

6. The term "Contract Documents" means and includes, but is not limited to, the following:

   A. Request and Invitation for Bids (Document A)
   B. 2025 Landscape Maintenance Contract/Instructions to Bidders (Document B)
   C. Contractor's Bid Proposal Form (includes Contractor's qualifications and signature page) (Document C)
      (1) 2025 Landscape Maintenance Season/Contractor's Schedule of Prices (Document C – 2025)
   D. Definition of Terms (Document D)
   E. General Contract Conditions/Landscape Maintenance (Document E)
   F. Agreement and Signature Sheet (2025 Landscape Maintenance Contract) (Document F)
   G. Detailed Specifications (Sections 1, 2, 3, and 4) (Document G)
   H. There is no "Document H".
   I. Performance and Payment Bond (Document I)
   J. Contractor's Certification/Eligibility to Bid (Document J)
   K. Affidavit Re: Delinquent Taxes (Document K)
   L. Notice of Award (Document L)
   M. Notice to Proceed (Document M)

N. Addendum to Contract (Document N)
O. Contractors Drug Free Workplace Certification (Document O)
P. Contractors Sexual Harassment Certification (Document P)
Q. Certificate(s) of Insurance

THIS AGREEMENT DATED THE YEAR AND DATE FIRST WRITTEN ABOVE.

CONTRACTOR:

Mark 1 Landscape

BY: Andrew Moore

Andrew Moore President
Name & Title

ATTEST:

Susan VerHaar Manager
Name & Title

VILLAGE:

Village of Barrington
200 South Hough Street
Barrington, IL 60010

BY: Karen Y Darch

Village President
Karen Darch, Village President

ATTEST:

Tony Ciganek
Tony Ciganek, Village Clerk

SIGNATURE SHEET

(An Individual) Signature of Contractor _____

Business Address _____

_____

_____

(A Co-partnership) Firm Name _____

Signed By _____

Business Address _____

_____

(Insert names & addresses of all members of firm) _____

_____

Phone No. _____

_____

(A Corporation) Corporate Name Mark 1 Landscape

Signed By Andrew Moore Andrew Moore

Business Address 1540 Hecht Dr. Unit K

Bartlett, Illinois 60103

(Corporate Seal) _____

Phone No. 847-648-0008

(Insert names of President Officers) Andrew Moore

Secretary Catherine Roberson

Treasurer Michael Roberson

Attest: Catherine Roberson
Secretary

Date: 11/21/24

VILLAGE OF BARRINGTON
[2025] LANDSCAPE MAINTENANCE CONTRACT

Addendum to Contracts
(Document N)

This Addendum shall constitute an integral part of the [2025] Landscape Maintenance Contract or any Contract issued or approved by the Village of Barrington ("the Village") and shall also constitute an integral part of any contract, agreement, proposal, or other contract documents to which it is affixed, and to the extent this Addendum is inconsistent with such other document(s), this Addendum shall prevail and control.

1. **Acceptance of Contract.** This Addendum is part of the Village's offer to purchase the goods and/or services described on the contract documents from the Contractor/Vendor. The Village's approval hereof is expressly conditioned upon the acceptance by the Contractor/Vendor of all the terms and conditions of purchase contained on or attached to this Addendum. The Contractor/Vendor agrees to furnish all materials, supplies, tools, equipment, labor, and other services necessary to commence and complete the Work as described in the Contract Documents, including but not limited to any Addenda and the Request and Invitation for Bids published by the Village (hereinafter sometimes collectively referred to as the "Work") in accordance with the terms and conditions stated herein, all of which are made a part hereof by reference.

2. **Control and Inspection of Work.** All Work performed by the Contractor/Vendor shall be done in conformance with the specifications of this Addendum and the specifications of this Addendum take precedence unless the Contractor/Vendor and an authorized agent of the Village otherwise agree in writing. Any Work or material that is not found to meet specifications of this Addendum during the time of application and the twelve (12) months immediately following completion of the Work, shall be redone or replaced at the Contractor's/Vendor's expense.

3. **Payment.** The Village complies with the Illinois Local Government Prompt Payment Act which states that any bills approved for payment shall be paid within thirty (30) days after date of approval. When cash discounts are offered, the discount period shall begin with the invoice date or delivery date to the Village, whichever is later. For and in consideration of payments in the amounts, manner and time as provided in the Contract, the Contractor/Vendor, at its own cost and expense, shall do all the Work, furnish all materials and all labor necessary to complete the Work in accordance with the Contract described herein and in full compliance with all of the terms and conditions of the Contract. All applications for progress payments from the Contractor/Vendor shall be submitted to the Village not less than fourteen (14) calendar days prior to the second Monday of each month, and not more than one (1) application for a progress payment shall be submitted in any calendar month. All applications for progress payments shall include copies of all relevant and fully completed lien waivers and a Sworn Statement of the Contractor/Vendor when submitted to the Village for review. Notwithstanding anything otherwise contained in the Contract to the contrary, not less than ten percent (10%) of each approved payment request, including any mobilization fee, if any, shall be retained by the Village until the time of Substantial Completion, at which time said retainage amounts shall be reduced (by 50%) to 5% and said 5% retainage shall be released to the Contractor/Vendor upon the final completion by the Contractor/Vendor of all punch list items as identified by the Village. Notwithstanding any other provision in any contract document, the Village shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

4. **Permits and Licenses.** The Contractor/Vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the related Contract and the Work contemplated therein.

5. **Surety and Insurance.**

A. Performance and Payment Bond: The Contractor shall annually provide to the Village: (1) a Certificate of Insurance and, (2) if the Contract Price is over $50,000.00, a performance and payment bond shall also be provided to the Village as and when required by the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents prior to the commencement of any Work on the Project pursuant to the Contract Documents.

B. Insurance:

(i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 5, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13 and CG 20 37 04 13 – Completed Operations.

C. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor/Vendor, its employees, subcontractor/vendors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. 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.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of $1,000,000 combined single limit per occurrence for bodily injury and property damage;

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. 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.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington, and/or to its officers, officials, employees, agents and/or its volunteers.

(c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory with respect to the Village of Barrington, and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington, and/or on behalf of its officers, officials, employees, agents and volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Barrington, and/or to its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor/Vendor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor/Vendor's coverage rather than under the coverage of the Village of Barrington, and/or of its officers, officials, employees, agents and/or its volunteers, if the Village of Barrington, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor's employee.

(v) Builder's Risk Property Coverage with "Village of Barrington" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;

(vi) Environmental Impairment/Pollution Liability Coverage: $1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington. At the option of the Village of Barrington, the insurer shall either: (1) reduce or eliminate such deductibles or self-insured retentions as respects the "Village of Barrington, its officers, officials, employees, agents and volunteers", or (2) the Contractor/Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

E. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. 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.

G. Verification of Coverage: Contractor/Vendor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required 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 are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds 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.

I. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, 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 Contract.

J. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.

K. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

L. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

M. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.

N. Notice of Personal Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

O. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

1. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor/Vendor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.

2. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.

3. Within ten (10) business days after the Contractor/Vendor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor/Vendor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor/Vendor and/or its agents to date toward the resolution of such incident, claim or complaint.

4. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor/Vendor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.

5. The Contractor/Vendor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

P. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

Q. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

R. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 5, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

6. **Indemnity.**

A. To the fullest extent permitted by law, the Contractor hereby agrees to and shall defend, indemnify, and hold harmless the Village, its elected officials, officers, trustees, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees and defense costs, which may in anyway arise or accrue against the Village, its officials, trustees, employees, agents, and volunteers, arising as a consequence of: (i) the negligence, error(s), or omission(s), or intentional misconduct by the Contractor, its employees, or Subcontractors, or which may anywise result therefore, including but not limited to or on account of or in consequence of any negligent act or omission, neglect or misconduct of Contractor and its Subcontractor(s); (ii) because of any breach of or default by

Contractor relative to any of its obligations under this Agreement, because of any disclosure by the Contractor or its employees or agents of any confidential Village information, except as required by applicable law; (iii) because of any claims or amount recovered by reason of any infringement of any patent, trademark or copyright; (iv) by any reason of the violation of any law, ordinance, order or decree, and/or any loss, damage, injury or liability to the Village, its elected officials, officers, trustees, employees, agents and volunteers by reason of any negligent act(s) or negligence or intentional misconduct of the employees of the Contractor or of the Subcontractors of Contractor, whether such loss, damage, injury or liability is contributed to by the negligence of the Village or by the Village's premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except where such loss, damage, injury, or liability is due to the negligence of the Village, its elected officials, officers, trustees, employees, agents and/or volunteers. The Contractor shall, at its own expense, pay all reasonable charges of attorneys' (of counsel selected by the Village) and all reasonable costs and other expenses arising therefrom or incurred as a result of the Contractor's negligent acts, errors or omissions in connection therewith, and, if any judgment shall be rendered against the Village, its officials, trustees, employees, and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by the Contractor pursuant to any other Contract Documents shall in no way limit the responsibility of the Contractor to indemnify, keep and save harmless and defend the Village, its officials, trustees, employees, agents, and volunteers as herein provided including reasonable attorneys' fees. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing herein contained should be construed as prohibiting the Village, its elected officials, officers, trustees, employees, agents, and volunteers from defending any actions or suit brought against them arising out of or in any way related to the services to be provided by the Contractor, and Contractor shall likewise be liable for the attorneys' fees and other costs of defense incurred by the Village, its elected officials, officers, trustees, employees, and agents, in defense of any such suit arising from the Contractor's negligent acts, errors or omissions. In any and all claims against the Village, its elected officials, officers, trustees, employees, agents, and volunteers, by any employee of Contractor and Subcontractor, and anyone who is directly or indirectly employed by any of them, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under Workers Compensation acts, or other employee benefit acts. Any specific limitations on the liability of the Contractor set forth in the Contract Documents shall not be applicable.

B. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, it officers, directors, employees and subcontractors (collectively, "Contractor") against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

C. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

D. The provisions of this Section 6 shall survive any termination of the Contract.

7. **Compliance with Laws.** Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract, including but not limited to the American Recovery and Reinvestment Act of 2009, where applicable. A performance and payment bond shall be provided to the Village as required by the Public Construction Bond Act (30 ILCS 550/1, et seq.).

8. **Equal Employment Opportunity.** The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions, or employment of any person.

9. **Employment of Illinois Workers on Public Works Act**: If at the time the Contract for this Work is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor/Vendor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

10. **Certifications.** The Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (20 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

11. **Prevailing Wage Notice.** Paragraph 11 of this Addendum has been deleted.

12. **Standard Specifications**: All Work performed by Contractor/Vendor that is associated with the fulfillment of this Addendum and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction where this document is otherwise silent.

13. **Drawings and Plans:** Notwithstanding anything contained in any other contract documents to the contrary, the Contractor/Vendor and its subcontractors hereby release to the Village any and all right, title, and interest in and to any and all drawings, shop drawings, and plans depicting and/or relating to the Work which are the subject of this Addendum and the related Contract (hereinafter all such drawings, shop drawings, and plans collectively referred to as "drawings and plans"), and any and all of which drawings and plans shall become the sole property of the Village. The Contractor/Vendor, and its subcontractors, further warrant to the Village that they have the legal right to convey said drawings and plans to the Village. The Work contemplated by this Addendum and the related Contract shall not be considered complete until and unless a legible and complete copy of all such drawings and plans has been delivered to the Village.

14. **Contractor/Vendor is an Independent Contractor:** It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Addendum and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.

15. **Dates of Commencement and Completion:** The Work to be performed under the Contract shall be commenced and completed as provided in the Contract Documents. If the Contractor/Vendor fails to complete the Work in a timely manner as required by the Contract Documents, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work.

16. **Restoration of Work Site:** The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor's/Vendor's expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Addendum and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village Manager, or her designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authorized of the Village Manager, or her designee, with

new plantings of good health and quality with species consistent with the recommendation of the Village Manager, or her designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of the Village of Barrington Village Code.

17. **Right to Hire Others**: The Village retains the right to hire another independent contractor to fulfill any obligations of this Addendum and the related Contract which it deems not completed or not adequately performed by Contractor/Vendor. The cost of fully completing all the work and all expense of every kind incurred by the Village in completing the Contract shall be charged to the Contractor/Vendor and may be deducted from and paid by the Village out of such monies as may be due or may become due to said Contractor/Vendor or may otherwise be recovered from the Contractor/Vendor.

18. **Right to Alter Plans Reserved**: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the quantities of the Work, including the deduction or cancellation of any one or more of the unit price items, or the cancellation of the Contract.

19. **Venue and Choice of Law:** The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village's Village Hall is located. This Addendum and the related Contract and all other contract documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

20. **Arbitration Deleted from Contract Documents; No Attorneys' Fees**: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Addendum and the related Contract.

21. **Duration**: This Addendum and the related Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under Paragraph 6 shall continue after such termination.

22. **Nonassignability.** The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Addendum and the related Contract.

23. **Amendments.** No agreement or understanding to modify this Addendum or the related Contract shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Addendum or the related Contract are hereby incorporated and made part thereof.

24. **Advertisement Prohibited.** The Contractor/Vendor is specifically prohibited from and denied the right to display and/or use the name of the Village in any manner or form for public advertising unless express written permission to do so is granted by the Village.

25. **Inspections.** Unless otherwise specified, inspection, acceptance or rejection of goods or services shall be made after delivery. Final inspection, acceptance or rejection of the goods or services shall not impose liability on the Village for goods or services not in accordance with the specifications. Payment shall not be made on rejected goods or services.

26. **New Goods; Fresh Stock.** Unless otherwise specifically stated, the Contractor/Vendor shall provide new commodities, fresh stock, and the latest design, or package.

27. **Shipping**. Unless otherwise specified in the bid documents, the shipping package for each item delivered must be

plainly marked and securely tagged, stating the contractor's name, the purchase order number, and the delivery address as indicated for that order. Failure to comply with these instructions shall place the material at the sole risk of the Contractor/Vendor. All delivery arrangements shall be made in advance with the designee of the Village.

28. **Termination.** The following shall constitute events of default under this Addendum and the related Contract: a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Addendum and the related Contract including, but not limited to, the following: (i) failure to commence performance of this Addendum and the related Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Addendum and the related Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Addendum and the related Contract in a manner reasonably satisfactory to the Village (i.e., unsatisfactory workmanship), (iv) failure to promptly re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Addendum and the related Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods and/or services within the specified time period by the Contract Documents; and (vii) any other acts specifically and expressly stated in this Addendum and the related Contract Documents as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. The Village may also terminate this Addendum and the related Contract for its convenience upon ten (10) days prior written notice to the Contractor/Vendor.

29. **Supersede.** The terms, conditions and specifications set forth herein shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other contract documents.

APPROVED AND ACCEPTED this 13 day of January, 2025.

CONTRACTOR/VENDOR
[Name] Mark 1 Landscape

By: Andrew Moore
[Name] Andrew Moore
Its Authorized Agent

VILLAGE OF BARRINGTON

By: Karen Y. Darch
[Name] Karen Y. Darch
Its Authorized Agent

VILLAGE OF BARRINGTON
2025, 2026, 2027, and 2028 LANDSCAPE MAINTENANCE CONTRACTS
(Document C)

BIDDER'S PROPOSAL FORM FOR CONTRACT YEAR: _____

Full Name of Bidder Mark 1 Landscape ("Bidder")

Principal Office Address 1540 Hecht Dr. unit K Bartlett, Illinois 60103

Local Office Address as above

Contact Person Andrew Moore Email Address: ANDY@MARK1LANDSCAPE.com

Telephone 630-240-3969

TO: Village of Barrington ("Owner")
300 N Raymond Ave
Barrington, IL 60010
Attention: Andrew Thickpenny Street Superintendent

Bidder warrants and represents that Bidder has carefully examined the Work Site(s) described in the Request and Invitation for Bids and its environs and has reviewed and understood all documents included, referred to, or mentioned in the Request and Invitation for Bids, including Addenda Nos. 1, 2 [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

Contractor hereby proposes to perform all respective WORK necessary for the "2025 Landscape Maintenance Contract" and the respective "2026 Landscape Maintenance Contract", "2027 Landscape Maintenance Contract", and "2028 Landscape Maintenance Contract" (the "Project") in strict accordance with the Contract Documents, including but not limited to the Request and Invitation for Bids published by the Village.

By submission of this Bid Proposal, Bidder certifies, and in the case of a joint Bid Proposal, each party thereto certifies, as to their own organization, that in connection with the Bid Proposal:

1. **Work Proposal**

   A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site(s)") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, water, waste disposal, information, data and other means and items necessary for each contract year; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package for each annual contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

   B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

D. The prices in the Bid Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor.

E. Unless otherwise required by law, the prices which have been quoted in the Bid Proposal have not knowingly been disclosed by the Contractor prior to opening, directly or indirectly to any other contractor or to any competitor.

F. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Bid Proposal for the purpose of restricting competition.

G. The person(s) endorsing the Bid Proposal for the Contractor organization is (are) responsible within that organization for the decision as to the prices being proposed and has not participated, and will not participate in any action contrary to Subparagraphs D, E, or F above; or,

H. The person(s) endorsing the Bid Proposal for the Contractor's organization (is) (are) responsible within that organization for the decision as to the prices being proposed, and/or has been authorized to act as the agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to Subparagraphs D, E, or F above, and as their agent shall also certify that he (she) has not participated, and will not participate in any action contrary to Subparagraphs D, E, or F above.

I. Contractor hereby agrees to commence the work for each contract year as specified in the Contract Documents.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided herein, take in full payment for all Work and other matters set forth in the Contract Documents, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedules of Prices" ("Price Proposals"), which Schedules of Prices Bidder understands and agrees will be made a part of each Contract. Contractor agrees to perform all the work described in the Contract Documents for the following unit prices as set forth on Document C, attached hereto and thereby made a part hereof.

[Company] Mark 1 Landscape, Inc.

Andrew Moore

[Signature]

By: [Print Name] Andrew Moore

Title: President

****ENCLOSE WITH BID PROPOSAL****

2025 LANDSCAPE MAINTENANCE SEASON
CONTRACTOR'S SCHEDULE OF PRICES PER SECTION
(Document C-2025)

SECTIONS A, B, F, G (CBD, LOTS, OUTSIDE CBD, RAILROAD & SIGNAL ISLANDS)
Weekly Maintenance of Sections listed above.
Average cost per month - $ 7425. x 8 months $ 59,400.

SECTION C (COMMUTER/SHOPPER/DEPOT LOTS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1435. x 8 months $ 11,480.

SECTION D (PARKS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1435. x 8 months $ 11,480.

SECTION E (MUNICIPAL SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1350. x 8 months $ 10,800.

SECTION H (WATER & WWTP SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1430. x 8 months $ 11,440.

SECTION I (MONTHLY SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 525. x 8 months $ 4200.

SECTION J (AT&T U-VERSE SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 750. x 8 months $ 6000.

SECTION K (145 W MAIN ST SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 180. x 8 months $ 1440.

SECTION L (BARRINGTON VILLAGE CENTER SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 955. x 8 months $ 7640

SECTION U (UTILITY SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 2125. x 8 months $ 17,000.

Total amount from April 1 through November 30, 2025 $ 140,880.00

- **Round all amounts to the nearest dollar**

[Company] Mark 1 Landscape

Amber Moore
[Signature]

By: [Print Name] Andrew Moore

Title: President

****ATTACH TO BID PROPOSAL****

2026 LANDSCAPE MAINTENANCE SEASON
CONTRACTOR'S SCHEDULE OF PRICES PER SECTION
(Document C-2026)

SECTIONS A, B, F, G (CBD, LOTS, OUTSIDE CBD, RAILROAD & SIGNAL ISLANDS)
Weekly Maintenance of Sections listed above.
Average cost per month - $ 7425 x 8 months $ 59,400.

SECTION C (COMMUTER/SHOPPER/DEPOT LOTS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1435. x 8 months $ 11,480.

SECTION D (PARKS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1435. x 8 months $ 11,480.

SECTION E (MUNICIPAL SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1350. x 8 months $ 10,800.

SECTION H (WATER & WWTP SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1430. x 8 months $ 11,440.

SECTION I (MONTHLY SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 525. x 8 months $ 4200.

SECTION J (AT&T U-VERSE SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 750. x 8 months $ 6000.

SECTION K (145 W MAIN ST SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 180 x 8 months $ 1440.

SECTION L (BARRINGTON VILLAGE CENTER SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 955 x 8 months $ 7640.

SECTION U (BARRINGTON VILLAGE UTILITY SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 2125. x 8 months $ 17,000.

Total amount from April 1 through November 30, 2026 $ 140,880.00

- **Round all amounts to the nearest dollar**

[Company] Mark 1 Landscape

Amber Moore
[Signature]

By: [Print Name] Andrew Moore

Title: President

****ATTACH TO BID PROPOSAL****

2027 LANDSCAPE MAINTENANCE SEASON
CONTRACTOR'S SCHEDULE OF PRICES PER SECTION
(Document C-2027)

SECTIONS A, B, F, G (CBD, LOTS, OUTSIDE CBD, RAILROAD & SIGNAL ISLANDS)
Weekly Maintenance of Sections listed above.
Average cost per month - $ 7425 x 8 months $ 59,400.

SECTION C (COMMUTER/SHOPPER/DEPOT LOTS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1520 x 8 months $ 12,160.

SECTION D (PARKS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1520 x 8 months $ 12,160.

SECTION E (MUNICIPAL SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1430 x 8 months $ 11,440.

SECTION H (WATER & WWTP SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1515 x 8 months $ 12,120.

SECTION I (MONTHLY SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 555 x 8 months $ 4440.

SECTION J (AT&T U-VERSE SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 795 x 8 months $ 6360.

SECTION K (145 W MAIN ST SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 190 x 8 months $ 1520.

SECTION L (BARRINGTON VILLAGE CENTER SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 1010 x 8 months $ 8080.

SECTION U (UTILITY SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 2125. x 8 months $ 17,000.

Total amount from April 1 through November 30, 2027 $ 144,680.00

- **Round all amounts to the nearest dollar**

[Company] Mark 1 Landscape

Andrew Moore
[Signature]

By: [Print Name] Andrew Moore

Title: President

****ATTACH TO BID PROPOSAL****

2028 LANDSCAPE MAINTENANCE SEASON
CONTRACTOR'S SCHEDULE OF PRICES PER SECTION
(Document C-2028)

SECTIONS A, B, F, G (CBD, LOTS, OUTSIDE CBD, RAILROAD & SIGNAL ISLANDS)
Weekly Maintenance of Sections listed above.
Average cost per month - $ 7425 x 8 months $ 59,400.

SECTION C (COMMUTER/SHOPPER/DEPOT LOTS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1610 x 8 months $ 12,880.

SECTION D (PARKS)
Weekly maintenance of Section listed above.
Average cost per month - $ 1520 x 8 months $ 12,160.

SECTION E (MUNICIPAL SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1515 x 8 months $ 12,120.

SECTION H (WATER & WWTP SITES)
Weekly maintenance of Section listed above.
Average cost per month - $ 1605 x 8 months $ 12,840.

SECTION I (MONTHLY SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 585 x 8 months $ 4680.

SECTION J (AT&T U-VERSE SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 840 x 8 months $ 6720.

SECTION K (145 W MAIN ST SITES)
Monthly maintenance of Section listed above.
Average cost per month - $ 200 x 8 months $ 1600.

SECTION L (BARRINGTON VILLAGE CENTER SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 1070 x 8 months $ 8560.

SECTION U (UTILITY SITE)
Monthly maintenance of Section listed above.
Average cost per month - $ 2125 x 8 months $ 17,000.

Total amount from April 1 through November 30, 2028 $ 147,960.00

- **Round all amounts to the nearest dollar**

[Company] Mark 1 Landscape

Andrew Moore
[Signature]

By: [Print Name] Andrew Moore

Title: President

****ATTACH TO BID PROPOSAL****