

PALATINE TOWNSHIP
2020 LANDSCAPE MAINTENANCE CONTRACT

THIS AGREEMENT (hereinafter the "Contract") is entered into by and between Palatine Township (hereinafter the "Township"), and Milieu Design, LLC., an Contractor, located at 48 East Hintz Road, Wheeling, Illinois, (hereinafter the "Contractor").

1. GENERAL As stated in the bid document.
2. SPECIFICATIONS As stated in the bid document.

3. ADHERENCE TO LAWS

Employees and agents of Contractor shall obey all federal, state, county and municipal laws and ordinances during the execution of their duties under this Contract. The existence of this Contract does not exempt such individuals from compliance with such laws or ordinances, nor does it convey any special rights or privileges upon those individuals.

Contractor shall meet all applicable licensing requirements of the Township and the local municipality.

In addition, Contractor is required to comply with all federal, state, county and municipal laws and ordinances, including the following:

1. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
2. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
3. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
4. Comply with the Americans with Disabilities Act; and
5. Comply with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Department of Human Rights as a material term of all public contracts, which states as follows:

Title 44, Part 750, Section 750, APPENDIX A, Illinois Administrative Code, Equal Employment Opportunity Clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 750.30 of the Department of Human Right's Rules and Regulations for Public Contracts:

Title 44, Part 750, Section 750.30, Illinois Administrative Code, Subcontracts

Each public contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Appendix A of this Part in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

4. FEE SCHEDULE

The charges to be assessed by Contractor under this Contract are set forth in the Bid Sheet(s) **Alternate #1 Schedule of Prices**.

5. METHODS OF PAYMENT

Payment under the Contract will be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

6. HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY)

Contractor assumes full responsibility for the acts and omissions of its employees and agents while engaged in performing services under the Contract. Contractor agrees, to the greatest extent permitted by Illinois law, to protect, indemnify, save and hold forever harmless the Township, its officers, appointed and elected officials, Supervisor and Board of Trustees, employees, volunteers, attorneys and agents from and against any and all liabilities, obligations, claims, losses, damages, penalties, and costs and expenses resulting from any suit, claim, demand, judgment, or cause of action initiated by any person, including Contractor and its officers, officials, employees, subcontractors, volunteers and agents, arising out of, connected with, or in any way associated with the performance of services covered by this Contract or the equipment used in connection therewith.

7. CONTRACTOR'S LIABILITY INSURANCE

Contractor shall not commence with the performance of services under this Contract until it has obtained all insurance required hereunder and such insurance has been approved by the Township. Certificates of such insurance shall be filed with the Township prior to commencing work. Additionally, Contractor will provide the Township with a letter from the insurance carrier that the Township will be notified within thirty (30) days of the pending cancellation of any policy relating to this Contract.

Each insurance company shall be subject to approval by the Township, and the respective policies shall name the Township as an additional named insured. Approval of the insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder. Such insurance is primary and in no event will be considered contributory to any insurance purchased by the Township. Such insurance will not be canceled, reduced, or materially changed without providing the Township thirty (30) days advance written notice, via certified mail.

Contractor shall maintain all insurance requirements for not less than one (1) year after completion of this contract.

8. CONTRACT TERMINATION

The Township and Contractor reserve the right to terminate the Contract at any time upon thirty (30) days advance written notice to the other party. In addition to the provisions set forth in the Section for General Conditions (A,g) for immediate termination, failure of the Contractor to perform any aspect of this Contract properly and/or to provide proper treatment to the general public, in the sole discretion of the Township, is cause for immediate termination of the Contract without prior notice.

9. LENGTH OF CONTRACT

This Contract shall be in effect beginning April 1, 2020, and shall remain in effect until December 31, 2020, unless terminated by either party under the conditions specified in Section 10, Contract Termination. The Contract may be extended for up to one (1) year period beyond the termination date by mutual, written agreement between the Township and the Contractor.

10. COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUEST

The Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 et seq., applies to public records in the possession of a party with whom the Township has contracted. The Township will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Township for public records (as that term is defined by Section 2(c) of FOIA) in its possession and to provide the requested public records to the Township within two (2) business days of the request being made by the Township. Contractor agrees to indemnify and hold harmless the Township from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Township under this Contract.

Contractor shall not assign this Contract or any part thereof without the prior written consent of the Township. Approval, if any, for such assignment shall be made by the authorized representative of the Township. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

11. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Lake, Illinois.

12. SEVERABILITY

The invalidity or unenforceability of one or more of the terms or provisions contained in this Contract shall not affect the validity or enforceability of the remaining terms and provisions of this Contract so long as the material purposes of this contract can be determined and effectuated.

13. INTERPRETATION

Any headings of the Contract are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Contract.

14. WAIVER OF BREACH

If either party waives a breach of any provision of this Contract by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

15. MERGER - AMENDMENT

This Contract sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties.

16. COUNTERPARTS

This Contract may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

17. EFFECTIVE DATE

The Effective Date of this Contract shall be the date executed by the Township Supervisor, and attested by the Township Clerk.

In Witness thereof, the said parties have executed and signed this contract

on March 11, 2020


PALATINE TOWNSHIP

BY: 
Sharon Langlotz-Johnson, Supervisor

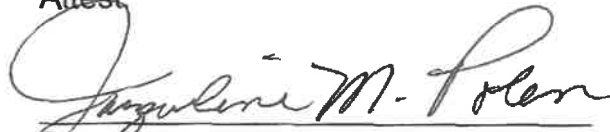
Attest:


Lisa Moran, Township Clerk

Corporate Name: MILIEU DESIGN LLC

BY: 
Its
OWNER

Attest:


Secretary
(Corporate Seal)

BID SHEET

2020 LANDSCAPE MAINTENANCE CONTRACT

The undersigned herewith submits a bid on 2020 Landscape Maintenance Contract in accordance with the attached documents. All bids are to be delivered to the office of the Township supervisor at 721 S. Quentin road, Ste. 101, Palatine, Illinois, 60067, prior to 11:00 a.m. on Tuesday, January 28, 2020.

Bidders may elect to bid on both Alternate #1 and Alternate #2, or may only bid on one of alternates. Palatine Township reserves the right to split the Bidder's bid and award either one of the alternates to another bidder, if that second bidder has a lower qualified bid for either Alternate #1 or Alternate #2.

ALTERNATE #1 SCHEDULE OF PRICES

We will perform the services for Alternate #1 as outlined in the landscape Maintenance Contract for sums as follows:

Alternate #1 - Palatine Township Five Historic Cemeteries

2020 Spring Cleanup Maintenance (Per Services)*				
Map #	Location Description	Cleanup Cost Per Services	# of Services	Total Cost
1	Cady Cemetery	\$ 200	1	\$ 200
2	Hillside Cemetery	\$ 500	1	\$ 500
3	Wolfrum Cemetery	\$ 230	1	\$ 230
4	Sutherland Cemetery	\$ 230	1	\$ 230
5	Salem Cemetery	\$ 180	1	\$ 180
Annual Cost				\$ 1,340

* Maintenance includes removal of lawn debris

2020 Fall Cleanup Maintenance (Per Services)*				
Map #	Location Description	Cleanup Cost Per Services	# of Services	Total Cost
3	Wolfrum Cemetery	\$ 250	1	\$ 250
4	Sutherland Cemetery	\$ 300	1	\$ 300
Annual Cost				\$ 550

* Maintenance includes removal of removal & disposal of leaves and annuals

2020 Mowing Maintenance (Per Services)				
Map #	Location Description	Weekly Cost	# of Weeks	Total Cost
1	Cady Cemetery	\$ 50	27	\$ 1350
2	Hillside Cemetery	\$ 205	27	\$ 5535
3	Wolfrum Cemetery	\$ 50	27	\$ 1350
4	Sutherland Cemetery	\$ 80	27	\$ 2160
5	Salem Cemetery	\$ 50	27	\$ 1350
Annual Cost				\$ 11,745