

COLLEGE HILL CEMETERY LAWN SERVICE AGREEMENT  
FOR 2019 AND 2020 (WITH CITY'S OPTION FOR ONE-YEAR EXTENSION)

The City of Lebanon, an Illinois municipal corporation, (hereinafter referred to as the "City") desires to enter into an agreement with a company (which will be an independent contractor) to mow and to maintain College Hill Cemetery during the mowing seasons of the years 2019 and 2020, with an option for the City to extend the term of the agreement – with no increase in the price-per-mow charged by the company – by one year to include the mowing season of the year 2021.

The City desires to enter into such an agreement *only* with a company whose owners or employees or both will personally perform all mowing and trimming work. The City does not wish to enter into such an agreement with a company that will subcontract out any of the mowing or trimming work to other entities or to persons who are neither owners nor employees of the company.

The company known as Green's Grass Guy LLC (hereinafter referred to as the "Contractor" is a lawn care company that has been in the business of mowing large tracts of land for commercial entities or municipal entities, or both, since March 6, 2019.

The Contractor is a limited liability company organized under the laws of the State of Illinois (strike through alternatives that do not apply), the office of which is located at 13 Pine Trail, Fairview Heights, IL 62208.

The Contractor desires to perform for the City the work of mowing and trimming College Hill Cemetery.

The City and Contractor, therefore, enter into the following College Hill Cemetery Lawn Service Agreement:

1. **Term.** The term of this agreement shall be for the mowing seasons of 2019 and 2020.

2. **Scope of the work.** Mowing and trimming of the platted cemetery (containing approximately 20.3 acres) known as College Hill Cemetery shall be done once a week during the growth season, beginning approximately April 1 of each year and continuing through November 30 of each year, unless weather dictates an increase or decrease in mowing frequency. The determination – whether the frequency of mowing and trimming work should be increased or decreased – shall be made by the City's Street Superintendent, who shall notify the Contractor on Monday of each week whether the Street Superintendent has made an adjustment to the schedule of mowing and trimming work. The mowing height shall consistently be three (3) inches. It is anticipated that the number of times that mowing and trimming work will be required, during each growth season, will range from 23 to 25.

3. **Manner of performing the work.**

A. Each mowing of the cemetery shall include trimming and the blowing of grass from all common ground areas and from all headstones. All roads, headstones, copings and markers will be trimmed out with the goal of causing the grass around those objects to be no more than three (3) inches high. A "Do Not Mow" area – consisting of a twelve-inch-wide strip running along the west side of the cemetery next to the residential fences – exists, in which the Contractor shall *not* mow. The Contractor shall furnish all labor, material and equipment necessary to provide full lawn care maintenance, in accordance with the instructions set forth above. If the Contractor should damage any headstones or any City property while performing the work under this agreement, the City's Street Superintendent shall inspect the damage, make a written assessment of the cost to the City of repairing the damage, and shall deliver a copy of that written assessment to the Contractor. The cost of repairing the damage – including, among other things, the cost of the use of equipment, the cost of supplies used, and the cost of labor expended – as set forth in the Street Superintendent's written assessment, shall be taken by the City as a credit against the next bill that it owes the Contractor for mowing and trimming work. A first incident of damage by the Contractor would warrant a discussion by the Street Superintendent with the Contractor. A second incident of damage by the Contractor would justify a written warning by the Street Superintendent to the Contractor. A third incident of damage by the Contractor will cause the question – of whether to terminate this agreement because of such damage – to be placed on agenda of the next City Council meeting for discussion and decision.

B. The Contractor shall submit the next monthly schedule of work to the City no later than close of business on the last Friday of the current month. Work shall commence no sooner than fifteen minutes before sunrise and shall cease at sunset unless prior approval has been received from the City. Preferred mowing/trimming days shall be Wednesdays, Thursdays, and Fridays. The duration of each mowing and trimming should range from two to two and one half days.

C. When mowing and trimming work could interfere with burials, mowing and trimming work shall be performed in other areas of the cemetery or rescheduled by the Contractor with the Street Superintendent.

D. During the year, various decorations, plants and flowers will be present on and around headstones. The Contractor shall use extreme caution when mowing and trimming around headstones when decorations, plants and flowers are present.

E. The Contractor shall furnish all labor, material and equipment to provide full lawn care maintenance. Excessive lawn clippings, weeds, and other land waste shall be disposed of at an off-city location, in accordance with existing state law requiring separation of land waste and trash.

F. The Contractor shall not use pesticides or herbicides unless it is determined by the City that an application is required. The Contractor shall submit a list of all pesticides or

herbicides – with rates of application, labels, and material data sheets (MSDS) – to the City prior to application. A written report listing how much was applied shall be given to the City following each application. The Contractor must have in possession prior to the application all certification and licensing documentation required by state law.

G. In performing the work, the Contractor shall comply with all applicable safety regulations promulgated by the United States, State of Illinois, and City.

4. **City's inspection and acceptance of work.** The City will inspect the Contractor's mowing and trimming work on the first day following the completion of each instance of mowing and trimming, for the purpose of determining whether the work is acceptable. If the work is not acceptable in any respect, the City shall promptly notify the Contractor of the corrections to be made in the work, and the Contractor will make those corrections within one week of receiving such notification.

5. **Sixty-day performance review.** The City shall review the Contractor's performance under this agreement sixty days after the execution of this agreement, to determine whether the quality of the Contractor's work has been satisfactory, and, if unsatisfactory, whether the City should terminate this agreement.

6. **Contractor not to subcontract out any of the work under this agreement.** Only the Contractor's owners or employees or both shall perform all mowing and trimming work. The Contractor shall *not* subcontract out any of the mowing or trimming work to other entities or to persons who are neither owners or employees of the company, unless the City agrees in writing to such subcontracting out of work.

7. **Payment for the work.** The City shall pay the Contractor \$875.00 per cut for the mowing and maintenance of the cemetery for 2019 and 2020, in accordance with the Contractor's bid. The Contractor should deliver its invoice to the City Clerk *before* the first Monday of each month. Payments shall be made monthly, following inspection and recommendation of payment by the Street Superintendent. The City Council shall approve payment on the second Monday of each month, if the Street Superintendent – based upon his inspection – has recommended that payment be made.

8. **Liability insurance.** The Contractor must maintain a policy of liability insurance covering its operations and work under this agreement, throughout the entire term of the agreement, with a limit of *at least* \$1,000,000, per occurrence and with a provision therein that, that should the insurer terminate the Contractor's coverage under the policy for any reason, or should the coverage under the policy change for any reason, the insurer shall promptly notify the City of the termination of, or change in, the coverage. The Contractor shall cause its liability insurer – as a prerequisite to the Contractor's commencing work under this agreement – to send to the City a certificate of insurance naming the City as the certificate holder and stating that, if the policy of liability insurance is terminated for any reason, or if the coverage is changed for any

reason, the insurer shall promptly notify the City of the termination of, or change in, the coverage.

9. **Workers' compensation insurance.** The Contractor must maintain liability and workman's compensation insurance throughout the entire term of the agreement. Worker's compensation coverage shall be in accordance with the Workers' Compensation Act (820 ILCS 305/1 et seq.) and the Illinois Industrial Commission guidelines and rules. The Contractor shall cause its workers' compensation insurer – as a prerequisite to the Contractor's commencing work under this agreement – to send to the City a certificate of insurance naming the City as the certificate holder and stating that, if the policy of workers' compensation insurance is terminated for any reason, or if the coverage is changed for any reason, the insurer shall promptly notify the City of the termination of, or change in, the coverage.

10. **This landscaping work not covered by Prevailing Wage Act.** As indicated in the "Prevailing Wage Landscaping FAQ" posted on the Illinois Department of Labor's website at <https://www2.illinois.gov/idol/FAQs/Pages/Landscaping.aspx#gst1>, the work of the Contractor's employees under this agreement is not covered by the Prevailing Wage Act (820 ILCS 130/1 et seq.).

11. **City's right to terminate agreement upon thirty days' written notice.** The City shall have the right, in its sole discretion, to terminate this agreement upon thirty days' written notice of termination to the Contractor.

12. **City's option to extend agreement for one year.** The City shall have the option to extend the term of this agreement by one year, with no change in in the price per cut to be paid to the Contractor. To exercise this option, the City shall deliver to the Contractor, at least fourteen days before the expiration of the two-year term of this agreement, written notice that the City has elected to extend the term of this agreement by one year.

IN WITNESS OF WHICH, the City and Contractor have executed this agreement in duplicate on the 11<sup>th</sup> day of March, 2019.

Green's Grass Guy LLC, An Illinois Limited Liability Company

By: Danielle Green

Printed name: Danielle Green/Jay Sutton

Office held: A Manager of the LLC

3-11-2019

Date

City of Lebanon, Illinois

An Illinois municipal corporation

By: Rich Wilken

Rich Wilken, Mayor

Attest: Luanne Holper

Luanne Holper, City Clerk

3/11/2019

Date