

RESOLUTION NO. R-2018-35

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR SERVICES AGREEMENT
FOR LAWN CARE MAINTENANCE SERVICES**

(LEWIS LAWN SERVICE)

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to approve and enter into an agreement entitled "INDEPENDENT CONTRACTOR SERVICES AGREEMENT FOR LAWN CARE MAINTENANCE SERVICES (LEWIS LAWN SERVICE)" (the "Agreement") for the provision of lawn care maintenance services on an "as-needed basis", including the summary abatements on vacant and other properties within the Village of Maywood (the "Services"), a copy of which is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village reviewed the 2018 Lawn Care Maintenance Services Proposal and Fee Schedule submitted by Lewis Lawn Service at the July 17, 2018 Board of Trustees Meeting. The Board of Trustees of the Village authorize the Services, including the performance of lawn care maintenance services on an "as-needed basis" and summary abatements, subject to the provisions of the Agreement; and

WHEREAS, Lewis Lawn Service desires to provide the Services to the Village, in accordance with its 2018 Lawn Care Maintenance Services Proposal and Pricing Schedule and the Agreement attached as **Group Exhibit "A"** and made a part hereof, and has taken all necessary corporate action to approve the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (**Group Exhibit "A"**) pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, local businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the attached INDEPENDENT CONTRACTOR SERVICES AGREEMENT FOR LAWN CARE MAINTENANCE SERVICES (LEWIS LAWN SERVICE) (the "Agreement") for the provision of lawn care maintenance services on an "as-needed basis", including the summary abatements on vacant and other properties within the Village of Maywood (the "Services"), in accordance with its 2018 Lawn Care Maintenance Services Proposal and Pricing Schedule and the attached Agreement, copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Agreement. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 21st day of August, 2018 pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

APPROVED by me as Village President, and attested by the Village Clerk, on the 22nd day of August, 2018.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 22nd day of August, 2018.

Viola Mims, Village Clerk

Group Exhibit "A"

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT
FOR LAWN CARE MAINTENANCE SERVICES
(LEWIS LAWN SERVICE)**

**including the summary abatements on vacant and other properties within the Village of Maywood,
in accordance with its 2018 Lawn Care Maintenance Services Proposal and Pricing Schedule**

(attached)

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT
FOR LAWN CARE MAINTENANCE SERVICES**

(LEWIS LAWN SERVICE)

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT FOR LAWN CARE MAINTENANCE SERVICES (the "Agreement") is made this ____ day of _____, 2018, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and LEWIS LAWN SERVICE, an Illinois corporation (hereinafter referred to as the "Contractor") for the provision on an "as-needed" basis of lawn care maintenance services, including the performance of summary abatements on vacant and other properties (the "Services").

WHEREAS, after soliciting complete bids or proposals, the Corporate Authorities for the Village of Maywood have approved awarding multiple non-exclusive contracts for the performance of the Services by qualified contractors, including Contractor, on an "as-needed" basis; and

WHEREAS, the Village desires to retain the non-exclusive services of the Contractor to perform the Services pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services. Contractor agrees to provide the following services for the Village: Mowing and other lawn care maintenance services, including the performance of summary abatements on vacant and other properties within the Village (collectively, the "Services").

Rates are calculated depending on whether the lot for which Services are requested is a single residential, double residential or commercial lot.

The Contractor shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Services. The Contractor shall supply, maintain, and remove all equipment for the performance of the Services and be responsible for the safe, proper, and lawful construction, maintenance and use of the same. The Services shall be completed to the satisfaction of the Village. The Contractor shall provide adequate protection of the job site to protect the general public from any injury as a result of the performance of the Services. The Contractor shall provide all safeguards and suitable barricades to protect public and adjacent property. **The Village is not responsible for site safety. The Contractor is solely and exclusively responsible for means, methods, technologies and site safety.**

2. Term. This Agreement shall become effective on the date the last signatory signs this Agreement, which date shall be set forth in the first paragraph of this Agreement. Subject to the termination provision (Section 9) below, the Contract shall remain in effect until either Party terminates this Agreement.

3. Compensation. The Village shall pay for Services, as well as for related equipment used in provision of the Services, according to the 2018 Lawn Care Maintenance Services Proposal and Pricing Schedule ("2018 Pricing Schedule") approved by the Village Board on August 21, 2018, a copy of which is incorporated by reference and attached hereto and made a part hereof as **Exhibit "1"**.

4. Assignment of Work. The Contractor shall provide the Services to the Village on a non-exclusive and "as-needed" basis. The need for Services shall be determined by the Village's Director of Public Works or the Village Manager, or their designees. The Director of Public Works (or Village Manager or designees) may contact

Contractor and the other providers of the Services and authorize the Services to be provided, in his or her sole discretion, based on manpower and equipment availability, ability to mobilize in a timely manner, and any other criteria deemed by the Director of Public Works (or Village Manager or designees) to be applicable to the performance of the Services in any particular instance.

5. Non-Exclusive. The Village reserves the right at any time to use other Contractors or its own employees to perform the Services or work similar to that being performed under the terms of this Agreement. Performance of the Services or similar work by others shall be construed as being consistent with the terms of this Agreement and shall not be cause for the Contractor to cease performance of the Services as directed.

6. Independent Contractor. The Contractor is an independent contractor pursuant to this Agreement, and shall not be deemed to be an employee of the Village. As an independent contractor, it is the responsibility of the Contractor to file all necessary tax returns (State, local and federal) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the Contractor agrees that he/she/it and all employees of he/she/it are ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village, and agrees not to file any such claims in the event this Agreement is terminated or if he/she/it is injured performing any Services under this Agreement. The Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

7. Equipment. Contractor shall provide all equipment required for the performance of Services under this Agreement.

8. Waiver and Assumption of Liability. The Contractor assumes all liability for personal injuries of any kind or death that might occur while acting under this Agreement. The Contractor assumes all liability and responsibility for the Contractor's personal property while acting under this Agreement.

9. Termination. Because this Agreement relates to the provision of the Services by the Contractor on a non-exclusive, irregular and as-needed basis, either Party may terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. After terminating this Agreement, the Village's only obligation is to pay the Contractor for the amount of Services actually provided to the Village in accordance with the terms of this Agreement. The Contractor agrees to waive any and all of its claims or causes of action of any kind, including but not limited to contract damages, consequential damages, economic damages, tort damages and punitive damages, that it could bring against the Village for termination of this Agreement, except for any claim or cause of action that relates to payments for services actually provided to the Village in accordance with the terms of this Agreement.

10. Delegation. The Contractor shall not delegate the performance of the Services without the written approval of the Village Manager.

11. Entire Agreement. This Agreement represents the entire agreement between the Parties and may not be modified without the written approval of both Parties.

12. Inspections. The Village shall have the right to inspect any material, component, equipment, supplies, services or completed Services specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village.

13. Applicable Law. This Agreement provides for Services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and

all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

14. Indemnification and Hold Harmless. The Contractor will indemnify and hold harmless, protect and defend, at Contractor's sole cost and expense, the Village, its elected and appointed officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons or property on account of any act, omission, neglect or misconduct of Contractor, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the Services provided under this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree. This indemnification and hold harmless provision shall not be restricted or limited by any statutory limitation on compensation or benefits payable under any worker's compensation laws in that the Contractor agrees to assume all responsibility and liability, to the fullest extent permitted by law, and the Contractor waives any limitation of liability defense based upon any worker's compensation law and the cases decided thereunder for all losses and damages of any kind, including illness, death, property damage, or property loss, sustained by the Contractor, its officers, agents and/or employees, including any of its subcontractors, while performing the Services under this Agreement, excluding, however, any claims and causes of action that arise from the willful and wanton conduct of the Village or its officials, employees, agents and volunteers.

15. Insurance. During the term of this Agreement, the Contractor shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

- a. Comprehensive General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- b. Workers' Compensation - Statutory;
- c. Employer's Liability - \$500,000 per incident;
- d. Umbrella Coverage - \$1,000,000 per occurrence; and
- e. Automobile Coverage - \$1,000,000 per occurrence.

The Contractor shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. **Said certificates shall list "the VILLAGE OF MAYWOOD and its elected and appointed officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys," as additional insureds on all required insurance policies.**

16. Contractor Certifications. The Contractor certifies as follows:

- a. Any Services to be performed by it or its subcontractors pursuant to this Agreement shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- b. It is not barred from contracting with any unit of State or local government as a result of violating either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* The Contractor and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the Contractor and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Contractor and its officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Contractor been so convicted nor made such an admission.

- c. It shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
- d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, and agrees not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations; it maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); it certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. It certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160). Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.
- e. It shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), if applicable. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), if applicable.
- f. It shall comply with the Illinois Freedom Of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly

relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Contractor must maintain and make available to the Village, upon request, its public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

- g. The Contractor also agrees to require any subcontractor performing Services under this Agreement to agree to adhere to the requirements of this Section.

17. Licensing. The Contractor shall maintain a current, valid Village business license and shall post with the Village and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount of \$25,000 as required by the Village Code.

18. No Waiver. The waiver of one Party of any breach of this Agreement or the failure of one Party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

19. Effective Date. This Agreement shall become effective on the date the last signatory signs this Agreement, which date shall be set forth in the first paragraph of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first above written.

VILLAGE OF MAYWOOD

CONTRACTOR: LEWIS LAWN SERVICE

By: _____
Edwenna Perkins
Village President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____
Viola Mims
Village Clerk

By: _____
Name: _____
Secretary

Date: _____

Date: _____

Exhibit "1"

**2018 Lawn Care Maintenance Services Proposal
and Pricing Schedule**

(attached)

Lewis Lawn Service's Proposal

No.	Item	Single Residential lots (36' x 125')	Double Residential lots (50' x 125')	Commercial Lots (500 sq. ft. - 3.5 Acres)
1	Mowing Crew - 1	\$ 30	\$ 100	\$ 300
2	Mowing Crew - 2	\$ 50	\$ 250	\$ 500

Minimum Number of Property Locations for Services 30

Unit Price for Additional Equipment
Shall Include Foreman's & Laborers rates

	Rate/day
Deck Mower	\$10.00
Push Mower	\$10.00
Weed Trimmer	\$10.00
Chain Saw	\$15.00
Trucks 5 to 10 yards debris	\$100 - \$200
Trucks 15 to 25 yards debris	\$150 - \$250
Skid Steer (Model: S250)	N/A
Skid Steer (Model: S70)	N/A

Magnus and Anderson's Proposal

No.	Item	Single Residential Lots (36'x125')	Double Residential Lots (50'x125')	Commercial Lots (500sq. ft. - 3.5 Acres)
1	Mowing Crew - 1	\$75 - 1 st Cut \$25 - 2 nd Cut	\$85 - 1 st Cut \$25 - 2 nd Cut	\$125 - \$185 1 st Cut \$45 - \$75 2 nd Cut
2	Mowing Crew - 2	\$100 - 1 st Cut \$25 - 2 nd Cut	\$125 - 1 st Cut \$25 - 2 nd Cut	\$250 - 1 st Cut \$75 - 2 nd Cut

*Please note: Price based on grass initial cut with height exceeding 6", Secondary cuts less than 6" are \$25.00 with the exception of commercial lots - as illustrated above.

Minimum Number of Property Locations for Service ONE

Unit Price for Additional Equipment Shall Include Forman's and Laborers rates

	Rate / day
Deck Mower	\$25.00
Push Mower	\$15.00
Weed Trimmer	\$15.00
Chain Saw	\$15.00
Trucks - 5 to 10 yards debris	\$30.00-\$40.00
Trucks - 15 to 25 yards debris	\$50.00-\$70.00
Skid Steer (Model: S250)	\$75.00
Skid Steer (Model: S70)	\$50.00

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR SERVICES AGREEMENT
FOR LAWN CARE MAINTENANCE SERVICES**

(LEWIS LAWN SERVICE)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 21st day of August, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of August, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M.

Lightford and R. Rivers

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22nd day of August, 2018.

Viola Mims, Village Clerk

[SEAL]