

**GRASS CUTTING, NUISANCE VEGETATION TRIMMING AND DEBRIS
REMOVAL, FOR PRIVATELY-OWNED NON-COMPLIANT PROPERTIES
SERVICES AGREEMENT**

This Agreement made and entered into this 1st day of May 2023, by and between the Village of Homewood, Cook County, Illinois, a municipal corporation, (hereinafter called the "Village") and **Utermark & Sons** (hereinafter called the "Contractor").

WITNESSETH:

That for and in consideration of the mutual terms and provisions contained in the quote hereto attached, the parties agree as follows:

The Contractor shall at their own cost and expense provide the necessary labor, equipment, tools and materials to cut and trim grass, pick up debris, trim nuisance bushes and trees, and chemically spray weeds on privately-owned non-compliant properties within forty-eight (48) hours of notification from the Village between May 1, 2023 and November 30, 2023.

The Contractor shall furnish an invoice at a minimum of a monthly basis for the work completed. The contractor will provide **before** and **after** pictures of all properties cut at the direction of the Village. All pictures will be date stamped and included with the invoice. Failure to provide **before** and **after** pictures will **VOID** the invoice completely.

The Contractor shall be an independent contractor of the Village. As such, the parties agree that neither the Contractor nor any person employed by it shall become a servant, agent or employee of the Village pursuant to this agreement.

The Village agrees to pay the Contractor as outlined in the attached Quote for Contract Grass Cutting, Trimming and Debris Removal on Privately-Owned Non-Compliant Properties dated May 1, 2023, attached hereto, as follows:

Grass Cutting and Trimming	
Residential	\$52.60 per lot
Commercial	\$54.50 per hour
Debris Pick-up N/A	\$29.16 per hour N.A.
Trimming of Nuisance Bushes/Trees N/A	\$29.16 per hour N.A.
Weed Spraying	\$51.97 per spray
Grass Cut Upon Arrival	\$25.00 per lot

All work performed by the Contractor shall be in full compliance with the Quote documents attached hereto and all terms of the aforesaid Quote are hereby incorporated into this contract as if fully restated herein.

The Contractor agrees to maintain comprehensive general liability and excess liability insurance during the term of this Agreement in an amount of not less than \$1,000,000 combined single limit for bodily injury, personal injury, property damage, contractual liability, products/completed operations, premises operations, independent contractor's coverage, statutory workers compensation insurance coverage, and business automobile liability insurance, including coverage for uninsured motorists and hired/non-owned auto, with coverage available to the Contractor for full liability limit as of the date this agreement is executed. The Contractor shall cause the Village, its public officials, its officers and employees to be named as an additional insured under that policy of insurance in connection with work performed by the Contractor within the Village. Such insurance shall be furnished by a company or companies acceptable to the Village. These policies, or duly certified copies thereof, or a certified copy of the additional insured endorsement and an appropriate certificate of insurance, shall be furnished to the Village prior to the contractor acting under this Agreement within the Village. Such policy or policies of insurance shall provide that they shall not be canceled without ten (10) days written notice to the Village as well as to the Contractor. Such policy shall also provide for the Village to be notified in writing within ten (10) days after the filing of any claim made against Contractor's comprehensive general liability or excess liability insurance wherein the Village is named as an additional insured.

The Contractor agrees to save, protect, indemnify and hold harmless the Village, its public officials, officers and employees in connection with any and all claims, including, but not limited to, claims for bodily injury, personal injury, wrongful death, and property damage, made against the Village, its public officials, officers and employees as a result of work performed by the Contractor under this Agreement. Such indemnification shall include court costs and reasonable attorney's fees incurred by the Village as a result of work performed by the Contractor under this Agreement. As used in this paragraph, the term "Contractor" shall include any employee, officer, agent, or subcontractor of Contractor.

This Agreement may be terminated in whole or in part by the Village following a thirty (30) day written notice to the Contractor. This Agreement may be terminated in whole or in part by the Contractor following a sixty (60) day written notice to the Village. Until such notice is given, this Agreement shall remain in effect between the parties. Unless otherwise notified in writing by either party, notices hereunder shall be in writing and shall be given by registered or certified mail as follows:

To the Village: c/o Village Manager
 Village of Homewood
 2020 Chestnut Road
 Homewood, IL 60430

To the Contractor: Utermark & Sons
 Attention: Mike Utermark
 P.O. Box 1129
 Homewood, IL 60430

Should the Contractor not perform the services specified in the scope of work, the Village will provide the Contractor with notice of deficiencies and offer the Contractor a 24-hour time period to remedy the deficiencies. In case of default by the Contractor, the Village shall hold such Contractor responsible for any excess cost caused by the Contractor. The Village may procure the services from other sources and may deduct from the unpaid balance due the Contractor. The prices paid by the Village will be considered the prevailing market price at the time such services are procured.

Upon written agreement of the Village and the Contractor no later than May 1, 2023, the Agreement may be renewed by the Village for a period of two successive years under the same terms and conditions as in the original Agreement. The unit prices may be changed for the renewal periods with price adjustments based on the Consumer Price Index (CPI) or an increase of 3% (whichever is less). The unit prices for the Agreement renewal period shall be based on the movement of the U.S. Department of Labor Consumer Price Index for all Urban Consumers (CPI-U). The unit prices shall be changed by the Village in an amount equal to the percentage of movement of the CPI-U for "All Items" for the twelve-month period ending in the month of January of each year. The total number of renewal years permitted shall not exceed two (2) years.

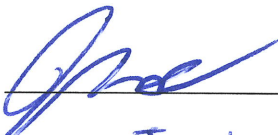
Re: Contract Grass Cutting, Nuisance Vegetation Trimming and Debris Removal for Privately-Owned Non-Compliant Properties

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

VILLAGE OF HOMEWOOD

By: _____
Village Manager

UTERMARK & SONS

By:  _____
Print name: Jacob Utermark