

Mowing Maintenance Contract

This contract for mowing services between the La Grange School District 105 Board of Education (hereafter referred to as "Board") and Ray's Lawn Care (hereafter referred to as "Contractor"), is made and entered into upon the following date: 7/1/2019. It covers the period from 7/1/2019 through 6/30/2020.

The school grounds included in this agreement are found at the following addresses: Gurrie Middle School & Spring Avenue Elementary School, 1001 S. Spring Ave., La Grange, IL 60525; Hodgkins Elementary School, 6516 S. Kane Ave., Hodgkins, IL 60525; Ideal Elementary School, 9901 W. 58th Street, Countryside, IL 60525; and Seventh Avenue Elementary School, 701 S. 7th Avenue, La Grange, IL 60525.

The Board would like to have the grounds of the above-mentioned school sites maintained on a regular basis, and all work is expected to be performed in a thorough, safe and professional manner.

The Board and Contractor hereby agree to the following terms:

1. The times for mowing will be approved by the district's Director of Buildings and Grounds and will be scheduled so that they will not interfere with the staff and students' use of the buildings or grounds.
2. The Contractor will provide all equipment and supplies that are necessary to perform mowing and edging of the above-mentioned grounds.
3. The Contractor will remove all litter and trash, including leaves, refuse, paper, bottles, cans, rocks, gravel, and other debris from the grounds prior to performing any work.
4. The Contractor will provide twenty-seven (27) mowings per school site per year. The height of the grass will remain at 2 ¾" after each cut.
5. No mowing will be conducted during a rainfall, or after a rainfall if the ground is so wet and/or muddy that damage may occur. Grass clippings or clumps of grass left on lawns and/or the damage of lawns due to this condition are the sole responsibility of the Contractor.
6. The Contractor shall take every precaution against injuries to persons and damage to property. Property damage, personal property damage, or any injury resulting from the Contractor's services, will be reported in full to the Director of Buildings & Grounds within one (1) business day of the occurrence.
7. The Contractor will sweep or otherwise remove grass clippings from sidewalks, curbs, driveways, parking lots, flower beds, and from any other location not listed here after each mowing.
8. The Contractor must get approval from the district's Director of Buildings and Grounds for all additional maintenance or repair that may be required, and the Contractor shall submit an invoice to the Board for the cost of any work that is needed above and beyond what is considered reasonable and customary for normal maintenance of the grounds.
9. The Contractor agrees that it will not assign, transfer, or sublet work agreed to under this contract, unless specific written permission to do so is granted by the Board and further, the Contractor shall be responsible for the faithful performance of any work it may sublet.
10. The Contractor does hereby agree that it will indemnify and hold harmless La Grange School District 105 and the Board of Education, its members, and staff from all suits and actions of every nature and description brought against them growing out of any contract or contracts, written or verbal, entered into between La Grange School District 105 and the Contractor.
11. The Contractor shall take out and maintain during the life of this contract all required insurance.
12. The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance at the Illinois statutory limits. Every Certificate of Insurance shall name La Grange School District 105 as an additional insured.

CONTRACT PRICING

The cost for mowing and edging at all five schools, including removal of debris, for the 2019-2020 school year is \$390 per week.

CONTRACT VERIFICATION

Either party may terminate this contract at any time by supplying a written notice of termination on a specified date to the other party, with at least two weeks notice prior to the stated date of termination.

If any litigation arises between the Board and Contractor, it shall be filed and tried in the Board's local jurisdiction. In agreement with the above mentioned terms, the Board of Education of La Grange School District 105 and Contractor sign below:

APPLICABLE LAW

This contract shall be governed by the laws of the State of Illinois in Cook County and any applicable Federal Law.

Signature of the Board President

Date

Signature of the Contractor

Date