

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT 23 BUILDINGS & SITES COMMITTEE MEETING
MONDAY, NOVEMBER 4, 2024
GRODSKY ADMINISTRATION BUILDING
700 N SCHOENBECK RD
PROSPECT HEIGHTS, IL 60070 at 8:00 AM

Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.

AGENDA

I. Call to Order

II. Discussion Items

A. Update on Remaining Window Installations (Offices & MP Room)

Amy & Raf will provide an update on the schedule for the remaining windows to be installed at Ross & Sullivan.

B. Notice of Non-Renewal and Upcoming Bid for Landscaping Services

Following a disappointing year with the current landscaping vendor, HL Landscaping, the decision has been made to terminate the agreement with the current vendor and issue a new three-year bid for landscaping services. The bid document has been attached for review.

C. Renewal of IGA with the Prospect Heights Youth Baseball & Softball Assoc.

Amy will bring forward a proposed renewal of the agreement with the Prospect Heights Youth Baseball & Softball Assoc.

D. LED Lighting Retrofit Work

Amy will share a recent update on the LED Lighting retrofit work from Commonwealth Edison.

E. Update on Betsy Ross & Anne Sullivan Community Garden

We're excited to share an update on the Ross-Sullivan Community Garden. A preliminary layout has been attached for Committee review.

F. Memorial Bench Donation - Hahn

The Hahn Family has asked to make a donation of two memorial benches to the front entrances of Ross & Sullivan Schools. Amy will share an update with the Committee.

G. Spring & Summer 2025 Facilities Update

Raf is planning to share a facilities update, including work tentatively scheduled for this spring and summer, with the Board on November 14th. He will share a preview at our Committee meeting on Monday morning.

H. Carousel Park - Patriot Park Update

Amy will provide an update on discussions with the Arlington Heights Park District around the Carousel Park & Patriot Park parcels.

III. Adjournment

DISTRICT ORGANIZATIONAL GOALS

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities. 1
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.



INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

DISTRICT LANDSCAPING SERVICES
Spring 2025 and
School Years: 2025-26, 2026-27, 2027-28

Submit your bids to the attention of:

Amy K. McPartlin, CSBO
Assistant Superintendent for Finance & Operations
Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

There will be a **Pre-Bid Meeting on Monday November 25th, 2024 at 1:00 PM** at the above location. It is strongly recommended that all contractors attend this meeting.

Bids must be received at the above address no later than the following date and time of the scheduled public bid opening:

Thursday, December 5, 2024 at 1:00 PM

Your bid **MUST** be submitted in a **SEALED ENVELOPE CLEARLY MARKED:**

“2025-28 LANDSCAPING SERVICES”

Bid documents can be received via email by contacting Mr. Rafael Romero, Director of Operations, romero@d23.org

Company Name: _____

Company Address: _____

Phone: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
INSTRUCTION TO BIDDERS

1. GENERAL

- A. Bids shall be submitted to the attention of the Assistant Superintendent for Finance & Operations in a sealed envelope, properly marked with the title of the bid, date, and time of opening.
- B. All bids must be made of the forms included with this bid package. Unsigned or late bids will not be considered.
- C. Any interpretation of the proposed documents will be made only by addendum issued by the School District. A copy of the addendum will be **emailed** to each person receiving a set of bid documents. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.
- D. Prospect Heights School District 23 is exempt from all Federal, State, and Municipal Taxes. Tax exempt # E9997-8520-07.
- E. All prices must be quoted at the F.O.B destination. Prices shall include all charges for packing, transportation, and delivery. Shipments will become property of the consignee after delivery and acceptance.
- F. All questions regarding the bid shall be directed to Mr. Rafael Romero, Director of Operations, via email ONLY to rromero@d23.org.

2. ERRORS & OMISSIONS

- A. All bids shall be fully completed when submitted. The signing of the bid submittal form shall be construed as acceptance of all provisions contained herein. All bids shall be deemed final, conclusive, and irrevocable. No claim for relief because of errors, or omissions in the bidding will be considered. Bidders will be held strictly to the bids as submitted.
- B. It is understood that the bidder has bid in strict accordance with the specifications, unless indicated by the bidder. Any explanation or statement which the bidder wishes to make may be placed in the same envelope with the bid but shall be written separately and independently of the bid documents. Bidder acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the bid, although the Board of Education may accept the bid with the verification if, in its sole discretion, it determines that such bidder's bid is in the School District's best interest.
- C. Should a bidder find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Director of Operations **via email** who will issue the necessary clarifications to all prospective bidders by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.
3. FIRM BID - All prices, terms, and conditions will be considered to be firm for a period of ninety (90) days from the date of the bid opening.
 4. SAMPLES – N/A
 5. QUANTITIES - When so indicated, quantities shown may be estimates only. It is the Contractor's responsibility to visit each site to determine exact quantities.
 6. ITEM SPECIFICATIONS & SUBSTITUTIONS – N/A
 7. WITHDRAWAL OF BIDS - Bids may be withdrawn by letter, email, or in person prior to the time and date established for the opening of bids. No bid shall be withdrawn without the consent of Prospect Heights School District 23 Board of Education after the scheduled bid opening.
 8. FINANCIAL STABILITY - The School District may require, upon request, evidence as to the financial stability of the bidder. Upon request, the bidder shall provide the following information to the School District within 48 hours:
 - A. The name of any owner or co-owner, equity of each co-owner or corporate officers of the entity submitting the bid, and the name, address, and business telephone number of such person.
 - B. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
 9. INVESTIGATION OF BIDDERS
 - A. Prospect Heights School District 23 will make such an investigation as necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.
 - B. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.
 10. RESERVATION OF RIGHTS BY THE DISTRICT
 - A. The Board of Education reserves the right to reject any and all bids or portions of bids, and to waive informalities or irregularities in any bid, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board of Education is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with the proposed contract documents.

- B. The Board of Education shall award each item noted in the specifications to one contractor.
 - C. The Board of Education reserves the right to determine whether:
 - 1. An equal or alternate is a satisfactory substitute.
 - 2. Delivery date is entitled to more consideration than price.
 - 3. A bidder is not a responsible bidder
 - 4. What exceptions or deviations from the written specifications will be accepted.
11. AWARD AND CONTRACT - All bids will be awarded upon the approval by the Board of Education. The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid document.
12. SIGNATURE CONSTITUTES ACCEPTANCE - The signing of these forms will indicate the bidder's compliance with all bid specifications and included terms and conditions.
13. INVOICING - Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.
14. EXAMINATION OF DOCUMENTS AND SITES
- A. Before submitting a proposal for work on any project, each bidder shall carefully examine the project sites and the contract documents, fully informing itself of existing conditions and limitations of the project sites.
 - B. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Each bidder shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.
15. DAMAGES TO PROPERTY - While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants, or any other fixtures, structures or equipment. Any damages caused by the Contractor shall be repaired or replaced at the discretion of the District. The District may authorize the necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the Contractor. The District may reserve the right to withhold payment for unpaid damages.
16. SITE CLEANUP - The Contractor shall, daily and at the completion of the work, at each site/location, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site/locations clean and in good order.
17. SAFETY - The Contractor is responsible for maintaining safe conditions for the duration of the contract. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor and address safety concerns of the District shall be provided at the Contractor's expense.

18. INSURANCE

- A. The successful bidder shall carry insurance, in company or companies acceptable to the District.
- B. Within ten (10) days after bid award, Certificates of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the Chief School Business Official. The Contractor shall provide and maintain insurance in the amounts not less than the amounts as outlined below with companies acceptable to the District:
 - 1. Workers Compensation Insurance:
 - a. Coverage A – Illinois Statutory Limits
 - b. Coverage B- Employers Liability \$1,000,000 Limit
 - c. A waiver of subrogation in favor of SD23 shall be included
 - 2. Automobile Liability Insurance
 - a. \$1,000,000 combined single limit per occurrence for bodily and property damage and include coverage for all owned, non-owned, and hired automobiles.
 - 3. Commercial General Liability Insurance shall provide the following limits:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 General Aggregate
 - c. \$3,000,000 Completed Operations Aggregate
 - d. \$1,000,000 Personal Injury
 - 4. Umbrella Liability Insurance:
 - a. \$2,000,000 for bodily injury and property damage
- C. The Contractor shall provide such insurance naming Prospect Heights SD23 as “Additional Named Insured” and shall state that all insurance listed above is primary and noncontributory (Form CG2026). All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

19. PERSONNEL - If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.

20. ASSIGNMENT OR SUBCONTRACTING - The successful bidder shall not, without written consent of the Assistant Superintendent for Finance & Operations and the Director of Operations, make any assignment of sub-contract for the execution of the work hereby quoted.

21. DISTRICT EMPLOYEES - Each bidder shall affirm that no Board of Education member, officer or employee of the district or their immediate family members, is interested financially in the proposed contract.
22. CANCELLATION OF CONTRACT - In case of bankruptcy of the Contractor or failure of the Contractor to pay supplies or workers or a work stoppage or a failure by the Contractor to provide sufficient workers for the job or sufficient material for the job, the Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work at any extra expenses incidental thereto. At any time, the District may terminate the contract with or without cause. The Contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.
- 23. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (PERFORMANCE BOND WILL BE REQUIRED!)**
- A. Within ten (10) days of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance and a Labor and Material Payment Bond, each in the full amount of the contract. Upon receipt of the Performance Bond and Labor and Materials Payment Bond the Bid Bond will be returned to the Contractor.
- B. The bonds shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor. If the signers of the bonds are not officers of the Contractor, a certificate of the authority of those signing the bonds, shall be attached.
- C. The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.
- D. The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of the same.
24. LIENS - No payment shall be due until the contractor delivers a complete release of all liens arising out of the contract. Final waiver of liens should be included with the final payment request. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the institution all monies that the Contractor may be compelled to pay in discharging such a lien, including related costs and reasonable attorney's fees.
- 25. BID SECURITY (NOT REQUIRED!)**
- A. Unless otherwise specified, A Bid Bond or Certified Check made payable to Prospect Heights SD23, Cook County, Illinois, in the amount of five percent (5%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract, will furnish the

required Performance and Labor and Material Payment Bonds, execute the Contract, and proceed with the work.

- B. Upon failure to do so, the Contractor shall forfeit the check or amount of bid bonds as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle it to a return of the check or bid bond.
- C. The bid bonds or checks will be returned immediately after award of the contract.

26. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the Board of Education and its members individually, their officers, employees, servants, and agents from and against all claims, actions, suits, judgements, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:
 - 1. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the Contractor under this contract or by reason of anything to be supplied by the Contractor pursuant to this contract.
- B. Bodily injury, including death to any person or persons (including Contractors' officers, employees, agents, and servants) or damage to our destruction of any property, including the loss of use thereof:
 - 1. Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
 - 2. Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
 - 3. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

27. GOVERNING LAW - The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms shall remain in full force and effect.

28. BIDDER'S AGREEMENT - The bidder hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid specifications, and any issued addenda. The bidder further agrees that the language of this document shall govern in the event of a conflict with (1) his/her bid or (2) any subsequent purchase order between the bidder and the School District. The bidder further agrees that upon receipt of an authorized purchase order or when an authorized official of the School District countersigns this document, a binding contract shall exist between the bidder and the School

District. This document combined with amendments, the bidder proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
SPECIFICATIONS

Prospect Heights School District 23 is soliciting bids for landscaping services. There will be a **MANDATORY Pre-Bid Meeting on Monday, November 25th, 2024 at 1:00 PM** at the above location. All contractors are required to have a company representative attend.

The initial three-year (3) term of the agreement may be extended for two additional one-year (1) terms at a mutually agreed upon rate, as requested on the Bid Proposal page of this document. Contractor is requested to provide a bid on landscaping services per the attached specifications and general conditions. Contractor must bid on ALL locations. Contractor certifies that they are qualified to provide and perform services in a professional manner and that it has enough onsite and backup equipment and manpower to accomplish all requested services.

Contractor Qualifications/Bid Evaluation

1. If a contract is awarded, it will be to the lowest responsive, responsible vendor, taking into consideration cost, references, and other information) meeting the specifications and requirements which the District determines, at its sole discretion, will serve the best interests of Prospect Heights School District 23, considering conformity with the specifications, terms of delivery, quality and serviceability. The District will use, but may not be limited to, the following criteria in its determination:
 - A. Contractor's references experience and longevity in public school/municipal contract landscaping industry (15%)
 - B. Contractor's available equipment and assets, proposed service schedule (10%)
 - C. Contract Cost (75%) - District will prioritize Base Bid Total and Alternate 2 (Weed Control) for evaluation purposes.
2. The District will review all submitted proposals and reserves the right to visit school districts or other entities currently being served by the Contractor.
3. A contract will be awarded with the understanding the vendor will comply with all applicable laws governing the issuance of contracts in the State of Illinois, as well as applicable local regulations and laws.
4. Depending on the meeting schedule of the Board of Education of Prospect Heights School District 23, the successful Contractor will be notified, and a purchase order will be issued. The written contract and these Bid Specifications will act as a contract for services described in this document.

5. Contractors are required to submit the following in a manner that will allow the District to accurately evaluate the Contractor's ability to provide the required services:
 - A. A minimum of three (3) school districts or other large entities for whom the Contractor is currently providing, or has provided within the last five (5) years, landscaping services similar in scope to those called for in these Bid Specifications.
 - B. Information about the Contractor's organization/background, including but not limited to:
 - 1) General company history and background, including longevity in landscaping contracting.
 - 2) Contractor's available equipment and assets available to service the District.
 - C. Contractor's proposed weekly service schedule.
6. Contractors must identify services or resources, if any, to be provided by any subcontractor(s) in day-to-day operations. Subcontracted services/resources will be used only if approved by the Owner in advance. All regular landscaping workers must be employees of the Contractor.

Landscaping Services to Be Performed

1. The Contractor will provide staff, supervision and technical direction necessary to effectively manage the landscaping programs of Prospect Heights School District 23 as required herein. In the discharge of its responsibilities, the Contractor will be guided by the highest professional and technical standards in order to accomplish the following services:
 - A. Professional Management
 - i) The Contractor will provide professionally qualified personnel and resource management at levels given in the contract, for the performance of landscaping and groundskeeping functions.
 - ii) The Contractor will make initial and continuing recommendations for landscaping and groundskeeping procedures, implementation and resource application. Recommendations will be implemented only with the Owner's agreement.
2. The Contractor will conduct criminal background checks, as directed by the District. All expenses related to background checks will be borne by the Contractor.
3. The Contractor will secure the driving record abstract of all landscaping staff that may be required to drive Contractor vehicles.

4. Contractor employees will perform duties while in the special school environment involving students, parents or community members. Therefore, it is mandatory that every possible precaution be taken to assure that Contractor employees are of high moral character and are properly attired.
5. Contractor employees must work cooperatively with the District's employees, to ensure the best possible education environment for students at Prospect Heights School District 23.
6. The Contractor's management personnel will routinely conduct a site review and provide a quarterly written review report.
7. Financial and Material Management
 - A. The Contractor will fulfill landscaping management responsibilities with strong, continued attention to fiscal responsibilities.
 - B. The Contractor will prepare landscaping budget data to assist Prospect Heights School District 23 in its budget preparation.
 - C. The Contractor will comply with Owner directives necessary to properly receive, inspect, account for, store, inventory, secure and issue landscaping supplies and equipment.

Landscaping Services Scope of Work

1. The Contractor will implement an effective program of landscaping maintenance, designed around environmentally sound principles and focused on the needs of people who use the landscape. The landscaping program will promote overall attractiveness as well as safe and enjoyable use of recreational facilities. Procedures and frequencies will be tailored to operate utilizing Contractor personnel whenever possible; and coordinating required subcontracting. The Contractor will establish levels and frequency of care for each site in coordination with Prospect Heights School District 23. Levels will be based on specific site use, sound principles of plant health care, and impact on site appearance and safety factors.
2. All personnel must be employed directly by the Contractor and/or listed subcontractors at the time of the submittal of the contract proposal, including the following:
 - A. Employees must comply with applicable state and local herbicide/pesticide application and licensing regulations. Only employees carrying Applicator and Operator licenses can apply herbicides and pesticides under this agreement. A copy of licenses must be provided for district records. **Nothing is to be applied within fifty (50) feet of any playground structure**, unless directed by the Owner.
3. Work Hours
 - A. Contractor shall be responsible for adhering to Prospect Heights ordinances.

- B. During the school year, contractors are restricted to non-combustion motorized work during the hours of 7:30 AM – 3:30 PM. Propane powered equipment is **NOT** allowed between 7:30 AM - 3:30 PM.
- C. Any day that the District is closed, or during extended breaks such as Thanksgiving and Spring Break, the contractor has the option of performing any type of work in accordance with paragraph B.
- D. The Summer School (ESY) Program will be present at Eisenhower during the months of June and July and restrictions apply from 7:30 AM - 12:30 PM (M-F)
- E. All other work required to be completed during the school day is acceptable pending:
 - a. Advance approval from the Director of Operations
 - b. At least one contractor representative checks in at the school office to make building staff aware of work
 - c. Absolutely no combustion motors are to be utilized

4. Mowing

- A. Mowing at each site shall be completed within one day. The contractor shall supply all labor, materials, services, equipment, and supervision to perform the work specified herein. The contractor shall supervise and direct the work using their best possible skill and attention. They shall be solely responsible for all means, scheduling, methods, techniques, and procedures for coordinating all portions of the work under the contract.
- B. The importance the District attaches to safety cannot be over emphasized. **Student safety is of the utmost importance and must be strictly adhered to.** The contractor shall comply with all OSHA requirements. The contractor shall immediately report to the District any accidents. This accident report shall include the location of the accident, nature of the accident, the vehicle, identification number and any other information requested by the district. A written summary of the same information shall be reported to the district by the contractor, within five (5) working days of the accident. Property damage, personal property damage, or any injury resulting from the mowing activity, will be reported in full to the Director of Operations within one (1) business day of the occurrence. Any other complaints or issues by the Director of Operations will also be handled within one (1) business day.
- C. The District reserves the right to suspend the work, wholly or in part, for such a time as may be necessary due to conditions as are considered unfavorable for the satisfactory prosecution of the work; or for such time as is necessary by reason of failure to perform any or all provisions of the contract, and no additional compensation shall be paid the contractor because of such suspension.

- D. Contractor shall coordinate staging areas/parking areas with the District prior to services being rendered.
- E. Contractor shall prepare lawn areas for weekly mowing by removing all litter, leaves, twigs, rocks, and debris and mowing the grass to achieve a uniform and finished appearance for every event. The work also includes trimming, edging, and as necessary, collecting and removing clumps of grass clippings from the lawn area. It is the Contractor's responsibility to report any abnormal conditions to Prospect Heights School District 23.
- F. Mowing operations begin in April; the start date will be determined by Prospect Heights School District 23 in consultation with the Contractor. The Contractor will provide an annual schedule to Prospect Heights School District 23 for approval a minimum two (2) weeks prior to the start of the mowing season. The expectation is that under normal conditions each property will be mowed weekly. The mowing schedule must indicate the day of the week in chronological order by which each location will be mowed. The mowing date and time shall be scheduled with the Director of Operations so as not to disrupt regularly scheduled student activities in those areas.
- G. At no time will a piece of equipment be operated within 250 feet of children. The Contractor will coordinate his work to minimize interference with children playing on the fields. Safety equipment such as mowing discharge guards will be attached to mowers and in proper operation at all times. When Prospect Heights School District 23 provides the Contractor with forty-eight (48) hour advance notice, the Contractor must adjust any maintenance schedule(s) so as not to interfere with school programs and athletic events. Prospect Heights School District 23 will work with the Contractor in determining these schedules.
- H. All turf areas indicated on site plans will be cut no lower than (2 ½"). The grass will not be allowed to exceed a height of (4"). Ideal mowing heights are (2 ½") to (3"). All mower blades will be kept sharp in order to avoid tearing of grass plants and to provide a neat and even cut. Accumulated grass clippings shall not be left after mowing and be removed from property as part of the base bid. Direction of mowing will be alternated to minimize ruts and matting.
- I. Additional mowing required to maintain given grass heights will be included in the base bid. Any sites requiring additional mowing will require the Contractor to provide an additional schedule listing the sites and the second mow date. Mowing required beyond the number and frequency as stated will be by approval of the Director of Operations.
- J. No mowing will be conducted during a rainfall or after a rainfall or if the grounds are so wet 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.

- K. Trimming of all obstacles – poles, trees, walls, fences, along sidewalks, and the like, that are within the boundaries of the lawns being mowed, must be **fully trimmed at every mowing**. Trimming around woody plants shall be done in such a manner so no back damage occurs from mowers, string trimmers, or other tools.
- L. The Contractor will remove all grass clippings from walks, paved areas, tree rings and mulch beds. The Contractor will avoid throwing clippings onto tree rings, mulch beds, and fresh air intakes of the building’s HVAC equipment. Evidence of clippings in these areas will require the Contractor to catch the clippings when mowing in these areas. Grass clippings blown onto personal or public property will be removed per occurrence and any complaint will be responded to within one (1) business day following the complaint to the Director of Operations.
- M. The Contractor will provide personnel to meet all performance standards to fulfill the scope of this agreement. The Contractor will provide equipment and labor capable of maintaining the school site per these specifications.
- N. School sites will be routinely inspected by Prospect Heights School District 23 and deficiencies brought to the attention of the Contractor. In addition to these inspections, the Contractor’s representative must meet with the Owner for monthly joint inspections. The Contractor will be given **twenty-four (24)** hours to correct deficiencies. Repeated failures to address deficiencies may result in a penalty being assessed by the District.
- O. During periods of drought or slow turf growth when reduced maintenance is required, spot mowing is acceptable pending approval of Prospect Heights School District 23.
- P. If turf cannot be mowed due to inclement weather and has exceeded (4”), no more than (1/3rd) of the grass blade will be removed at a time. This will require additional mowing to meet specifications and shall be included in the base bid.
- Q. Grass mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting.
- R. SCOPE OF WORK/ Mowing as follows:
- | | | |
|-----------|-----------|---------------------------------------|
| April | 2 mowings | Two-week intervals |
| May | 4 mowings | Every 7 days, not to exceed 4 mowings |
| June | 4 mowings | Every 7 days, not to exceed 4 mowings |
| July | 4 mowings | Every 7 days, not to exceed 4 mowings |
| August | 4 mowings | Every 7 days, not to exceed 4 mowings |
| September | 4 mowings | Every 7 days, not to exceed 4 mowings |
| October | 4 mowings | Every 7 days, not to exceed 4 mowings |
| November | 2 mowings | Completed no later than November 15th |

CONTRACT AREA ESTIMATES

LOCATION	SQUARE FOOT	ACRES
EISENHOWER SCHOOL	342,386	7.86
BETSY ROSS SCHOOL	234,093	5.37
ANNE SULLIVAN SCHOOL	214,977	4.94
GRODSKY ADMINISTRATION	196,153	4.50
MACARTHUR MIDDLE SCHOOL	159,401	3.66

R. Spring & Fall Cleanup

Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by April 15th.

At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be complete by November 30th.

S. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

5. Bed/Parking Lot Islands/Playground Care (**BASE BID**) – **include in mowing cost**

A. The Contractor will provide bed, parking lot islands, and playground care from April through the end of the last cut of the season. Detail work consists of cleaning and maintaining the landscaped bed areas and plants on all properties. Work includes, but is not necessarily limited to, removing all litter, leaves, twigs, weeds, and debris to achieve an attractive and professional appearance. Suckers will be removed from the base of the trees.

B. Clippings and debris will be removed from the property the same day trimming is performed. The contractor shall remove the rubbish and dispose of it off of district property. Bid price shall include disposal when necessary, following all applicable laws and all costs associated therewith.

- C. Monitor and maintain all beds, parking lot islands, and playgrounds for weeds weekly and take appropriate measures to maintain a professional appearance with minimal weed growth through manual removal and/or chemical controls. Weed control or cultivation will be performed to eliminate all weeds in their entirety and to prevent the encroachment of weeds into established landscapes.
- D. If chemical controls are used, the Contractor must comply with Public Acts 91-0099 and 91-0525 that mandate Integrated Pest Management in Illinois schools. Further, all weed control applications must follow the procedures outlined in Section 4. above, "Fertilization and Weed Control". All fertilization and weed control applications need to occur on days when children are not present. **Absolutely nothing allowed within 50' of any play structure**, unless directed by the Owner.
- E. Mandatory spring cleanup includes edging all beds with a cultivated border, removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs, and trees. Ornamental grasses and perennials must be cut to a height of six inches. Beds must be raked free of accumulated debris, dead leaves, and other material. Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by April 15th.
- F. Mandatory fall clean up includes removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs and trees. Perennials must be cut back as soon as the foliage has died. Remaining weeds must be removed manually from beds. Mulch must be raked to maintain a uniform and neat appearance. Broken or damaged stems must be removed from shrubs and trees. At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be completed by November 30th.
- G. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

6. **Mulching (ALTERNATE)**

- A. The Contractor will maintain all shredded hardwood mulch. All beds are to be mulched early August with 2" depth minimum. Mulching areas include the planted areas around all of the buildings.
- B. The Contractor must remove all litter, weeds and plant debris from mulch areas. **Do not** bury leaves, stems, or vines under mulch material. All finished mulch areas will be smooth and level to maintain a uniform surface and appearance.

- C. Maintain an appropriate mulch layer around plants to promote and maintain a healthy appearance including, but not limited to annuals, perennials, bulbs, ground cover vines, grasses, shrubs, evergreens, and trees
- D. The Contractor will keep mulch away from crowns, stems, necks, or trunks of all plants and in general insure placement of mulch does not damage plants.
- E. Mulch must be lower than building foundation lines and sloping away, at all times.

Areas that do not require new mulch, will be cultivated to give the existing a fresh look.

- G. Specification for the mulch is the following; Wood chip mulch shall be installed min. 2” deep, of a double ground fibrous nature, 2 inches to 3 inches in length. Materials shall be free of all foreign debris including clods, adhering films of dirt, and weed seeds, roots or stolons.
- H. Playground areas are to be mulched with ASTM Playground certified mulch in early August. Depth of new mulch must be installed at min. 6”, though additional mulch may be required to fill in low areas. Contractor to notify Owner of existing conditions prior to first application.

7. General Turf Repairs (**BASE BID**) – **include in mowing cost**

- A. Provide turf repairs at the school site as needed to maintain an attractive and professional appearance (include in mowing cost).

8. Tree and Shrub Care (**BASE BID**)

- A. The Contractor shall trim trees and shrubs on a **weekly basis** to maintain a reasonable professional appearance. Major trimming and pruning shall occur two (2) times per year, after spring growth and prior to school starting. Dates shall be coordinated with the Director of Operations.
- B. Trees limbs that impede with vehicle or pedestrian traffic shall be trimmed as needed.
- C. Any shrub, which dies, shall be promptly and completely removed. Please notify the Director of Operations prior to removing any shrubs. Work may be charged on a Time and Materials basis.

9. Landscaping Equipment (**BASE BID**)

- A. The Contractor will provide all equipment necessary to carry out landscaping functions as specified.
- B. The Contractor will maintain landscaping equipment in an operative, workable and safe condition.

10. Sidewalk Edging (**BASE BID**) - Edging of all sidewalks using a mechanical motorized edging machine, cutting along the walks, removal of cut turf, blowing of walks after edging. To be done once a year in July or August.
11. Weed Control and Fertilizer Application Program (**ALTERNATE**)
 - A. Application of Weed Control and Fertilizer shall be to all mowed areas at all the sites. Contract must conform to State of Illinois Requirements concerning the application of pesticides, fertilizers and weed control. **Absolutely no application permitted within fifty (50) feet of any play structure.**
 - B. Notification must be provided to the District at least five (5) days prior to the application of pesticides so the district can notify staff and parents/guardians of students of the application.
 - C. Application is only allowed on non-attendance days or weekends.
 - D. The contractor shall provide the District with Material Safety Data Sheets (MSDS) for all chemicals used by contractors on District property.
 - E. All persons who will be applying pesticides of any manner must be properly licensed with the Illinois Department of Agriculture. The company must have both the applicator and operator licenses for turf grass and ornamentals. (A copy of these licenses must be provided upon acceptance of alternate bid.) Proper flagging and signage must be posted to comply with all federal, state and municipal laws, ordinances, rules, and regulations. If this service is outsourced the same information is necessary, as well as additional insurance naming Prospect Heights School District 23 as additionally insured before the contractor applies treatment.
 - F. A combination of a pre-emergent herbicide used in the spring in the beds and weed killer used in the summer may be used to keep beds weed free; however, their use in the proximity of trees, shrubs, and plants shall be closely monitored and carefully controlled. All shrub/ tree beds will be properly edged to maintain a clean edge.
 - G. Fertilization will be performed min. two (2) times a season during the year. The spring application will include pre-emergent crabgrass control and also broadleaf weed killer; and will be performed on student non-attendance days to be coordinated with the District. The fall application is to be performed on student non-attendance days to be coordinated with the district and will include a broadleaf herbicide and a winterizing fertilizer. All applications of fertilizer will have the recommended portions of nitrogen, phosphorus, and potassium. Organic fertilization products are highly recommended.

Billing Requirements

1. Separate invoices are required for each location for flat and hourly services which must indicate the time and date the services were performed.
2. To expedite processing, all invoices are to be sent directly to:

Ms. Lorrie Ellison
Accounting Department
700 N. Schoenbeck Road
Prospect Heights, IL 60070

3. Invoices must be submitted within 30 days of the date of service. SD23 retains the right to withhold a percentage of payment should work not be performed in accordance with this document. The District operates under terms of payment for completed and product delivered within net 30 days from the date of invoice. In no case will the District agree to late fees prior to 60 days before payment is received, based on the State Statutes for State Funded Entities (50 ILCS 505/1 Illinois Local Government Prompt Payment Act).
4. Rate Structure - All pricing shall include complete landscaping services and weed control applications per event.
5. The District is comprised of the following locations:

Main Campus which consists of the following sites:

Betsy Ross School 600 N. Schoenbeck Prospect Heights, IL 60070	Anne Sullivan School 610 N. Schoenbeck Prospect Heights, IL 60070	Grodsky Admin. Center 700 N. Schoenbeck Road Prospect Heights, IL 60070
MacArthur Middle School 710 N. Schoenbeck Road Prospect Heights, IL 60070		

Eisenhower School (Separate Site)

1 N. Schoenbeck Road
Prospect Heights, IL 60070

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
BID FORM**

		MAIN CAMPUS - PROVIDE ONE TOTAL COST			
BASE BID DESCRIPTION	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
MOWING - COST PER VISIT					
ANNUAL MOWING COST 33 VISITS					
ANNUAL SPRING CLEAN UP					
ANNUAL FALL CLEAN UP					
MAJOR SHRUB & TREE PRUNING (2x Year)					
ANNUAL BASE BID TOTAL (Above 4 Lines)					
		MAIN CAMPUS - PROVIDE ONE COST			
ALTERNATE 1 - WEED CONTROL	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
ANNUAL WEED CONTROL/FERTILIZER APPLICATION					
		MAIN CAMPUS - PROVIDE ONE COST			
ALTERNATE 2 - MULCHING	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
ANNUAL MULCH - PLANT BEDS					
ANNUAL MULCH - PLAYGROUNDS					

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
BID FORM - CONTINUED

TOTAL COST for Year One Services as shown above _____ %
(Total Annual Base Bids for All Sites)

Percentage rate of increase/decrease to base cost for SECOND year _____ %

Percentage rate of increase/decrease to base cost for THIRD year _____ %

Date: _____

Company: _____

Company Representative: _____

Company Address: _____

Company Phone: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
CERTIFICATIONS

By signing this document, I state and declare that the bidder/contractor listed below and I, are in compliance, and will comply with all of the certifications listed herein.

1. **CERTIFICATION** – The undersigned bidder of Contractor hereby certifies that he/she is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended. Additionally, the undersigned bidder certifies that they, either individually or corporately, are not under investigation or currently under suspension from IDOT or other State agencies. The bidder also certifies that he/she has read, understands and agrees that acceptance by SD23 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. SD23 may declare the contract void if the certificate is false.
2. **NON-COLLUSION AFFIDAVIT** – The undersigned bidder or agent states that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Bidder further state that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of sale.
3. **PREVAILING WAGE** – Prevailing wage is not required for the maintenance portion of this contract.
4. **FAIR EMPLOYEE PRACTICES** – It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, and further that he will comply with all provisions of the Illinois Fair Employee Practices Commission as required by the Rules and Regulations for Public Contract.
5. **TOXIC SUBSTANCE** – The successful bidder must comply with the Toxic Substance Control Act. This Act requires that an MSDS be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the Contractor will not be paid until the MSDS is provided.
6. **SEXUAL HARASSMENT CLAUSE** – Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated in this contract.

7. NO SMOKING CLAUSE – Bidder agrees that they, their employees, and sub-contractors, will abide by the SD23 no smoking policy on all District sites.
8. DRUG-FREE WORKPLACE – Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while of SD23 premises or while performing work for the District.
9. COMPLIANCE – The bidder is directed that all applicable state laws, municipal ordinances, District policies and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full.
10. BID MODIFICATION – In accordance with Illinois Law, once the bids have been opened, such bids may not be modified in any way without written approval of Prospect Heights SD23. All bidders will be bound by any and all math calculations, misquotes of any kind once the bids have been accepted, it may not be modified or rescinded without the approval of Prospect Heights SD23.
11. SAFETY PRECAUTION CLAUSE – The Contractor expressly agrees that it is solely and exclusively responsible for initiating, maintaining, and supervising all safety precautions, and programs in connection with the performance of this contract. The District is not responsible for means, methods, and techniques of construction, maintenance work, or safety precautions and programs in connection with the performance of the contract.
12. CRIMINAL BACKGROUND CHECK CLAUSE – The Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois requires that all employees of Contractors, licensees, Contractors or others having direct daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
 - A. Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
 - B. The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that has direct, daily contact with students on school property, in order to fulfill its obligations under this agreement with the District, the Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event that the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an

employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify the District, including reimbursement of the attorney's fees and costs, against any such claim.

13. ASBESTOS HAZARD EMERGENCY ACT (AHERA) – Not applicable.

Date: _____

Company: _____

Company Representative: _____

Signature: _____

Company Address: _____

Company Phone: _____

Email: _____

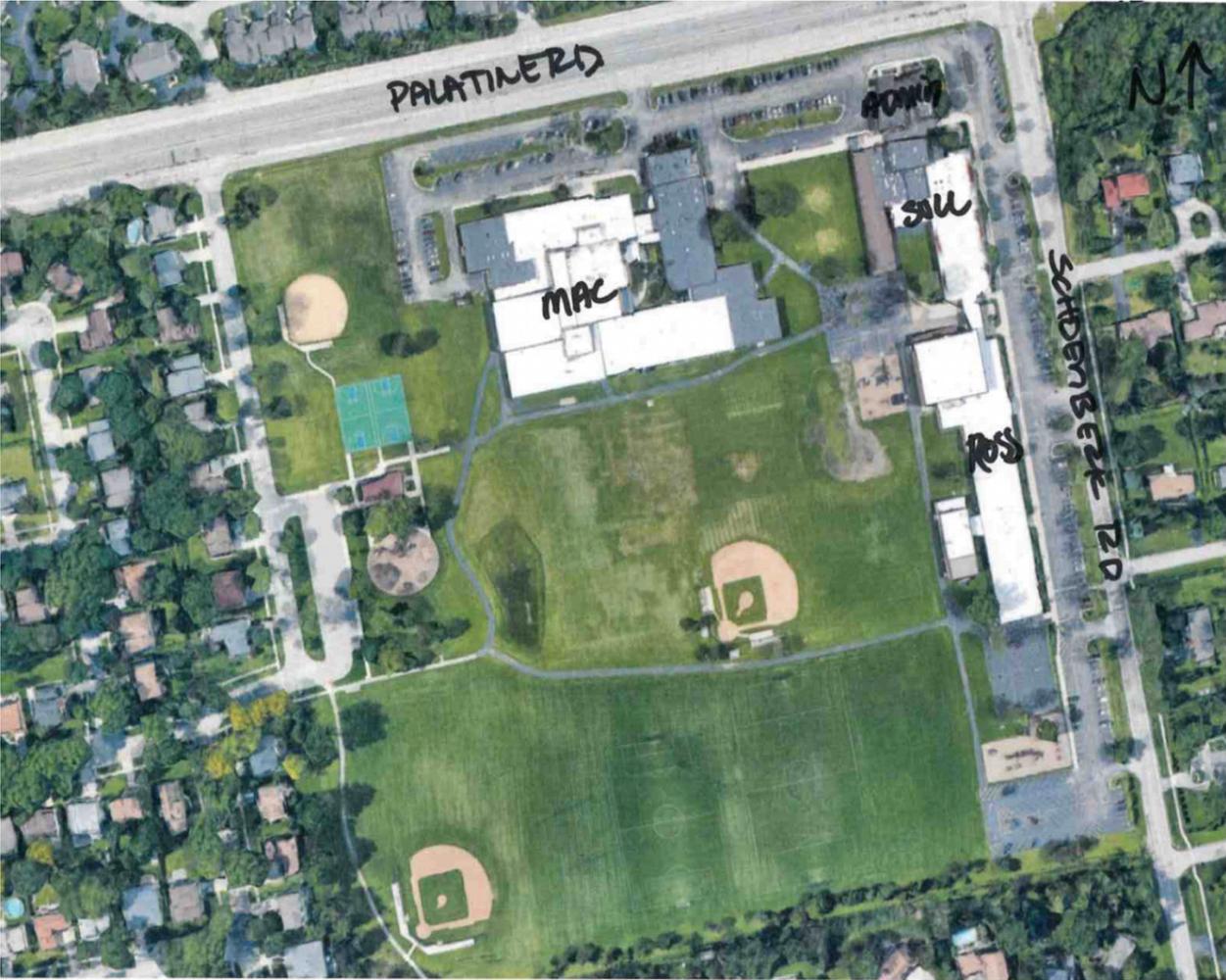
PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
REFERENCE LISTING

In order to determine the ability of the bidder to fulfill bid requirements, all bidders must furnish reference information as requested, please include the name, address, and contact information for four (4) current clients and include the type of services provided. Prior work experience with school district clients if preferred.

Customer #1	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____
Customer #2	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____
Customer #3	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____
Customer #4	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT LANDSCAPING SERVICES
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28
DISTRICT AERIAL VIEWS**

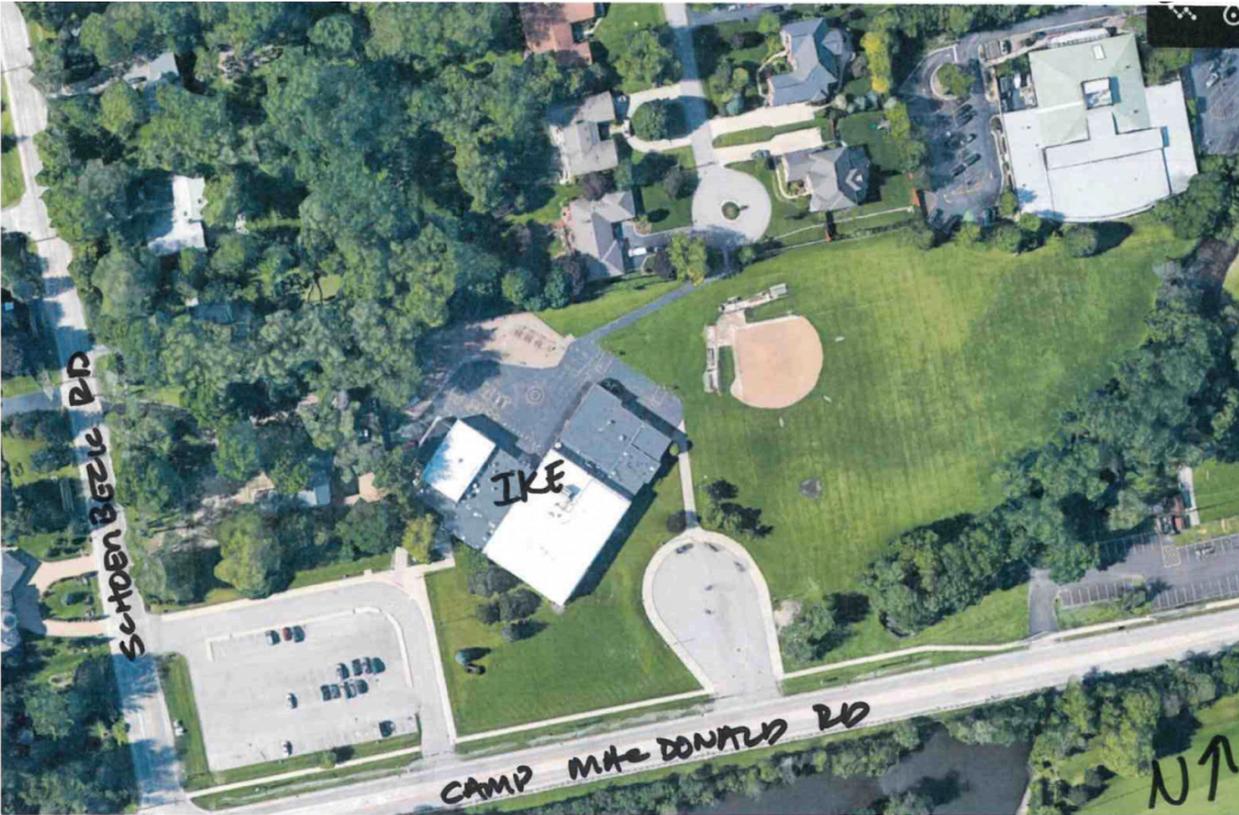
MAIN CAMPUS



MAIN CAMPUS



EISENHOWER SCHOOL



EISENHOWER SCHOOL





**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DIST. 23 and
THE PROSPECT HEIGHTS YOUTH BASEBALL-SOFTBALL ASSOC. (PHYBS)
FOR THE USE OF LOU JOHNSON FIELD**

THIS AGREEMENT is made and entered into on the dates hereinafter set forth by and between the Board of Education of Prospect Heights School District 23, Cook County, Illinois (“School District”) and The Prospect Heights Youth Baseball Softball Assoc. (PHYBS).

WITNESSETH

WHEREAS, the School District is the owner of a school building and ground commonly known and referred to as the Lou Johnson Field, (the “Field”), located behind MacArthur Middle School at 700 N. Schoenbeck Road, Prospect Heights, Illinois; and

WHEREAS, the PHYBS desires to use portions of the Field for purposes of holding baseball and softball programmatic activities; and

WHEREAS, the PHYBS understands that the Field is currently grounds covered within an inter-governmental agreement (IGA) with Arlington Heights Park District (AHPD), and PHYBS has received approval from the School District to proceed with improvements and usage; and

WHEREAS, the School District has determined that the PHYBS’ use of the Field for athletic activities on agreed upon dates and hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such services to the community; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the *Illinois School Code* (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests and the best interests of the residents of the School District to enter into this Agreement to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows.

I. TERM, PAYMENTS, & TERMINATION

1. Term - The term of this Agreement shall be for a period of three (3) years, commencing on November 1, 2024, and continuing thereafter through November 1, 2027, unless terminated prior to that date, as provided in this Agreement. This Agreement may be renewed annually, one year at a time, upon the written notice by the PHYBS to the School District prior to June 1st of each year unless the School District notifies the PHYBS of its intent not to renew this Agreement by providing notice to the PHYBS prior to the June 1st renewal date.
2. Payments - In lieu of any cash payment to Prospect Heights School District 23, The PHYBS may make approved modifications and enhancements to the Lou Johnson Field including but not limited to electrical improvements, fencing,, lighting and field enhancements. Any improvements to the site would have to occur during the hours of 8:30 AM - 2:00 PM or after 3:30 PM, M-F, Saturdays anytime meeting village ordinances. ALL modifications to the fields regardless of value, require pre-approval by the District.
3. Termination - Each party reserves the right to terminate this Agreement upon ten (10) days advance written notice due to the breach by the other party of its obligations under this Agreement. The District will reserve the right to terminate the agreement at any time with a 90 day notice to vacate the property.
4. Effect of Termination - The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement. If/when the field is abandoned by the Association, it must be returned to turf, with all equipment/fencing removed. The Association agrees to incur the cost to return the property to turf, at the discretion of the District. Should the PHYBS not meet this obligation, the School District may seek reimbursement for all expenses incurred for any work necessary to restore all fields (diamond, infield, outfield, and dugout/spectator areas) to turf.
5. Destruction of Property - In the event the Field or surrounding area is damaged or destroyed such that occupancy and use of the area is not possible or permitted, this Agreement shall terminate.

II. USE

1. Use - Subject to the conditions set forth herein, the School District shall make available for use the Lou Johnson Field during the term of this Agreement and during times when there are no conflicting school sponsored activities. The PHYBS shall have a license to use the property only, and shall not have any right ownership or possessory rights of any kind or nature.
2. Priority of Use - The School District shall have priority over the PHYBS in both scheduling and use of the Field and in the actual use where circumstances unforeseen at the time of scheduling require District use. The School District shall immediately notify the PHYBS upon first learning of circumstances which require scheduling changes and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternative times or locations where possible. The PHYBS shall have priority over other activities not sponsored by the School District and shall notify the School District of any cancellations.

3. Scheduling - The Superintendent of the School District or the Superintendent's designee and the Director of the PHYBS or his/her designee shall jointly establish the schedule of use in accordance with the requirements of above. Once established, PHYBS shall submit the final schedule of use to Arlington Heights Park District and the District. All subsequent scheduling of the Field will be governed by Arlington Heights Park District.
4. Appropriate Use - The PHYBS will use those portions of the Field for their reasonably intended uses. Operating procedures will be reviewed by the parties prior to the first use. The PHYBS agrees to comply with all School District policies in conducting its activities on District grounds.
5. Storage - The School District will not accommodate any storage of the PHYBS property at the School or on District grounds, with the exception of small metal "job site style" work boxes as well as the storage shed on the south side of the field. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The PHYBS shall be solely responsible for obtaining insurance protecting against the theft, damage, or destruction of its property, and waives any right of recovery against the School District.

III. RESTRICTIONS

1. Renters must comply with fire codes, life safety codes, and all other applicable local, State and Federal laws.
2. No alcohol, narcotics, illegal drugs, tobacco products, weapons or firearms are allowed on District property.
3. No violence or fighting of any sort.
4. No smoking is allowed on District property.
5. Rental events shall not be political in nature, subversive to the US Government, immoral, in violation of any local, State or Federal law, or discriminate against race, color, national origin, religion, sex, disability, age (40 or older), genetic information, marital status, sexual orientation, citizenship status, military status, unfavorable military discharge, gender identity, arrest record, victims of domestic violence or order of protection status.
6. All driveways must be kept open to allow for the movement of traffic and fire equipment; parking is permitted only in marked parking spaces, there is no parking in driveways or grass areas; all school and municipal parking regulations apply and are police enforced.
7. No group shall attempt to raise funds through sales or solicit contributions without prior District 23 approval.
8. All rental events are automatically canceled when an emergency event or severe weather event is declared.
9. Rentals shall be to groups only, for educational or civic gain.
10. Profanity will not be tolerated by any renter, rental participant or rental attendee.

11. No building keys or access credentials will be given to renters, students or other unauthorized personnel.
12. No motorized vehicles or equipment are permitted on any athletic surfaces, grass areas, sidewalks, restricted areas or any other area other than designated parking areas.
13. Renter's participants must observe all parking restrictions on District property. Renters may not charge for parking and must provide supervision and crowd control in parking areas, if required by the District.
14. No use of fire, flame, smoke, smoke or fog generation equipment, or fireworks of any kind are allowed on District property.
15. Renter assumes full responsibility, and shall reimburse the District within 30 days of receipt of notice, for the cost of repair of any damage resulting from renter's activity. The District shall not be responsible for any damage whatsoever to renter's property.
16. All school grounds close at dusk.
17. An athletic field should be considered closed if any of the following conditions exist:
 - a. Presence of lightning or thunder
 - b. If the Thorguard system at John Hersey High School or the Prospect Heights Park District or other sirens are heard that would indicate risk of severe weather, the park is to be evacuated for a period of time no less than 30 minutes. Please use caution and your better judgment. If a person in authority believes the risk of severe weather is still threatening and poses a risk, everyone should remain in a safe place until the threat is over.
18. All debris and litter must be removed from school grounds after use.
19. The renter shall indemnify, hold harmless, and at the District's option, defend the District from any and all claims against, and losses incurred by the District arising out of our renter's use of District Facilities under this agreement. Renter waives and promises not to bring any claims against the District arising out of the renter's use of the District Facilities, except for a breach of the agreement. As used in this paragraph: (1) the term "District" includes the Board of Education of District 23 and its officers, members, and employees in their official and individual capacities; (2) the term "claim" includes any administrative or judicial proceeding brought against the District, the threat of any such proceeding, or the demand for the payment of money or other relief for any injury including, but not limited to, personal injury, death or District Facilities damage; and (3) the term "loss" includes any monies expended by the District as a result of a claim, including the District's reasonable attorney fees incurred in response to a claim.
20. If Renters violate any terms of the rental agreement, the District may terminate the use of District Facilities immediately and future rental requests may be denied.
21. State law prohibits a child sex offender from being present on District property or loitering within 500 feet of District property. 720 ILCS 5/11-9.3. The Renter hereby certifies that he/she has checked the Illinois Sex Offender Registration Information website at <https://isp.illinois.gov/Sor/Disclaimer> and that none of the personnel or participants involved with the Renter, or the program sponsored by the Renter,

utilizing District Facilities appear on the Registry as of the initial date of the contract and annually thereafter.

22. The District reserves the right to deny access to any facility user and service provider who has been convicted of any crime including but not limited to sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense in relation to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics or intoxicating beverages.
23. The PHYBS may not rent or permit the use of the Field for non-PHYBS activities during its scheduled usage times.

IV. MAINTENANCE

1. In the event the PHYBS leaves the grounds in a condition that requires additional maintenance the District will notify the PHYBS and the PHYBS will pay to the School District the cost of such maintenance, including the extra time for completion of cleaning at the agreed upon rate.
2. Under the current inter-governmental agreement with District 23, Arlington Heights Park District is responsible for weekly mowing of the Field's turf areas. Ongoing maintenance of the infield, diamond, bleachers and dugouts (including game/practice prep) will be performed or coordinated by the renter at their sole cost.
3. Water usage will not be available from District properties. All water needs will be the sole responsibility of the PHYBS.
4. The PHYBS acknowledges that from time to time it may be necessary for the School District to undertake construction, renovation, or repair projects with respect to the District grounds. In such cases where the construction, renovation, or repair is anticipated or not in response to an emergency, the School District shall consult with the PHYBS to minimize the interruption or impact on the use of the Field. Where construction, renovation, or repair is in response to an emergency, the School District will make reasonable attempts to assist in rescheduling or relocation of PHYBS activities.
5. The PHYBS shall provide supervision of all of its activities occurring on District grounds. PHYBS will not have access to buildings.

V. INSURANCE AND INDEMNIFICATION

1. Proof of the Association's Insurance Coverage will be required as a job site and operational ball field following the substantial completion of all enhancements.
2. PHYBS shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the School as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and the PHYBS as hereinafter provided, including comprehensive personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage.

3. Any subcontractors to the Association will need to provide Certificates of Insurance to the District. Prior to starting any work, previously approved by the District, all contractors must be approved by the District, licensed and bonded, as required by the City of Prospect Heights. Due to potential contact with students during field installation, all subcontractors should provide staff criminal background checks at their cost.
4. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
 - Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on the State Sex Offender Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
 - The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.
5. All policies of insurance obtained and maintained by the PHYBS and its subcontractors shall name the School District, its Board, Board members, and employees as additional insureds.
6. Insurance Certificates - All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the PHYBS to the School District within ten (10) of the execution of this Agreement and before its use of the District grounds. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.
7. The PHYBS shall indemnify and hold harmless the School District, Board of Education, Board members, its officers, employees and agents for any costs, claims, actions or causes of action, including reasonable attorneys' fees, which may arise from the PHYBS' use of the Field or from the PHYBS' obligations under this Agreement, except to the extent of the negligence, gross negligence, willful and wanton, or intentional misconduct of the School District, its Board of Education, Board members, officers, employees or agents.
8. In the event of an incident involving injury to persons or property occurring during the PHYBS' use of the Field, the PHYBS shall provide the School District with an incident report as soon thereafter as practicable.

VI. MISCELLANEOUS PROVISIONS

1. **Binding Effect** - This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.
2. **Assignment** - Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
3. **Severability** - The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of

competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

4. Waiver - Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.
5. Notices - All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's Superintendent or Director at the party's principal administrative offices. Notices which must be made regarding rescheduling activities or use should first be made by telephone or facsimile.
6. Governing Law - This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
7. Attorneys' Fees - In the event of litigation between the parties with respect to any matter related to this Agreement, each party shall bear the cost of its own attorneys' fees.
8. Execution of Counterparts - This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
9. Amendment - Except as specified herein, this Agreement contains the entire agreement of the parties and shall supercede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of both parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by the parties.

THIS AGREEMENT, for a period of three (3) years, commencing on November 1, 2024 and continuing thereafter through November 1, 2027, is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

BOARD OF EDUCATION OF
PROSPECT HEIGHTS SCHOOL
DISTRICT 23, Cook County, Illinois

Prospect Heights Youth Baseball Softball Assoc.

By: _____
President

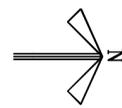
By: _____
Its Duly Authorized Representative

Attest: _____
Secretary

Dated: _____

Dated: _____

Betsy Ross Elementary School



700 N Schoenbec Rd.

Prospect Heights IL 60070

Vegetable Garden Concept plan

SCALE: N.T.S.

DATE: ~~3/26/2024~~
Revised 10/31/2024

NOTES: 17" TALL MODERN BEDS FROM VEGO.
UMBER BROWN
VEGOGARDENS.COM

* FILL GARDEN BEDS WITH A QUALITY TOPSOIL AND COMPOST.
60%TOPSOIL 30%COMPOST
ADD ORGANIC MATERIAL IN THE BOTTOM LAYERS
LIKE SHREADDDED LEAVES, GRASS CLIPPINGS OR AGED MANURE.

Sidewalk

optional sidewalk

GATE

AG lime path

proposed future
classroom space

39

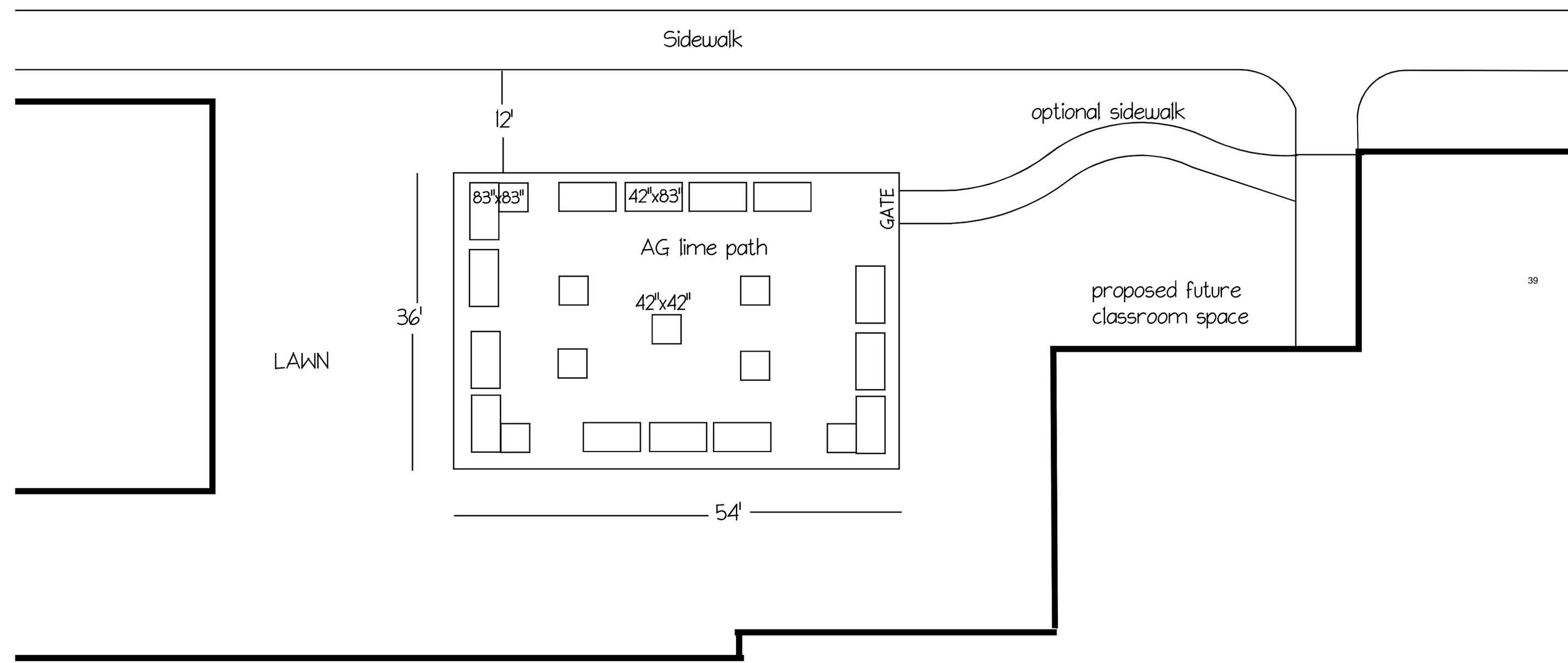
LAWN

36'

12'

54'

School





Box 7075
 Westchester, IL 60154
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

ORDER FORM/PROPOSAL

Please verify the Bill To and Ship To address information when ordering.

August 7, 2024

BILL TO:
 Prospect Heights School District 23
 700 N. Schoenbeck Road
 Prospect Heights, IL 60070
 Attn: Accounts Payable

SHIP TO:
 SAME

CALL 24 HOURS PRIOR TO DELIVERY: Amy K. McPartlin 847-870-5552 (direct)
CUSTOMER PURCHASE ORDER #:

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
1	140-60	6' CAST BENCH, STEEL SEAT W/ 2"x10" CUSTOM PLAQUE		\$ 1,960
			Shipping Cost	325
			Total Delivered Price	\$ 2,285

Above prices are in effect for 30 days.

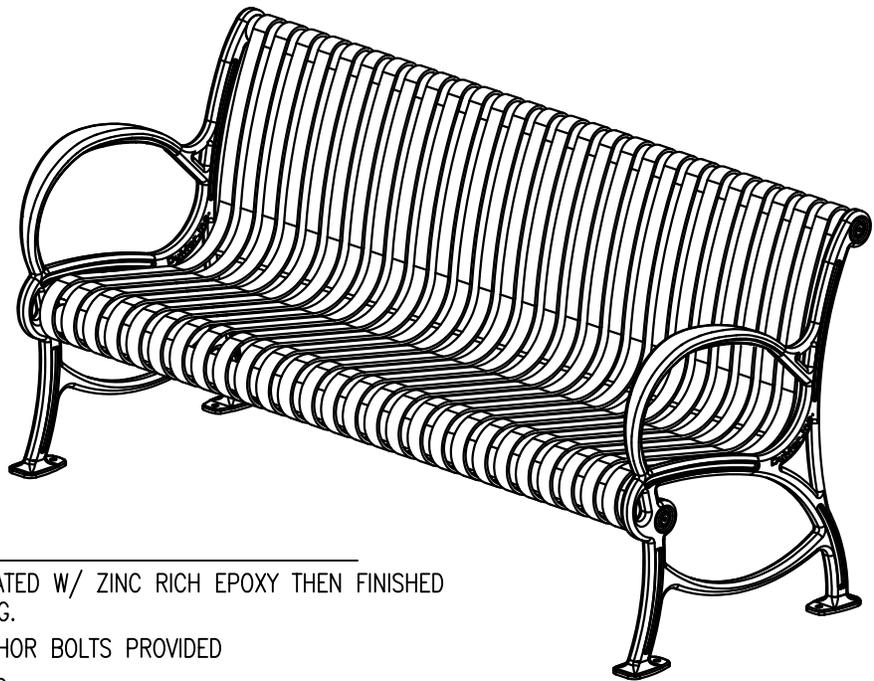
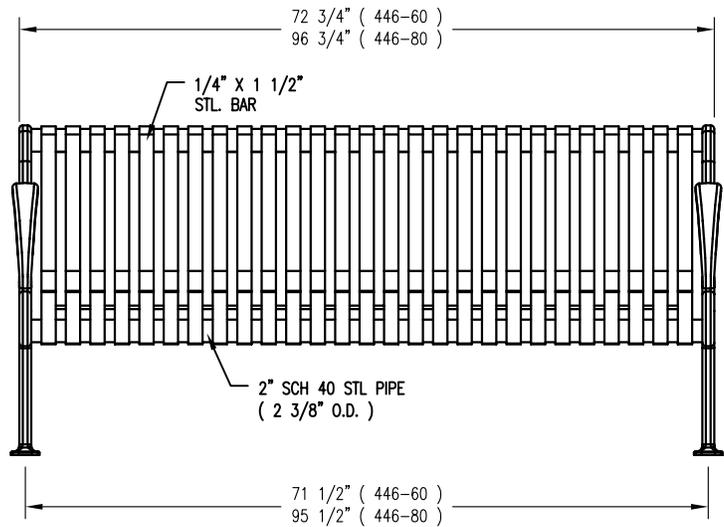
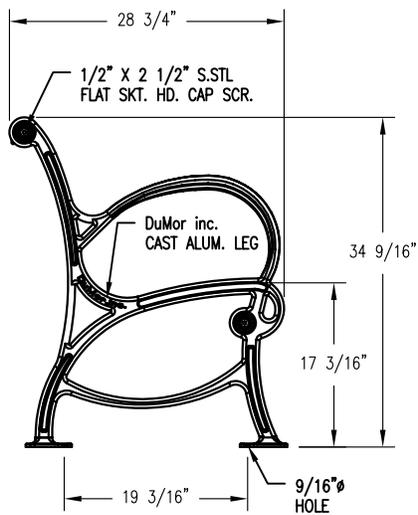
Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

Above prices include shipping but not installation.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.	
Signature	Title
Signature Printed	Date

PRO24SCH1.MZ

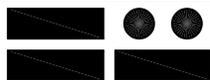


LENGTH OPTIONS

- 6' BENCH
- 8' BENCH

NOTES:

- 1.) ALL ALUM. & STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED
- 3.) BENCH IS SHIPPED UNASSEMBLED.



DuMor, inc.

P.O. Box 142 Mifflintown, PA 17059-0142

SCALE :	NONE
DATE DRAWN :	09/24/12
DRAWN BY :	ESS
DATE REV. :	41
REV. BY :	

TITLE : BENCH

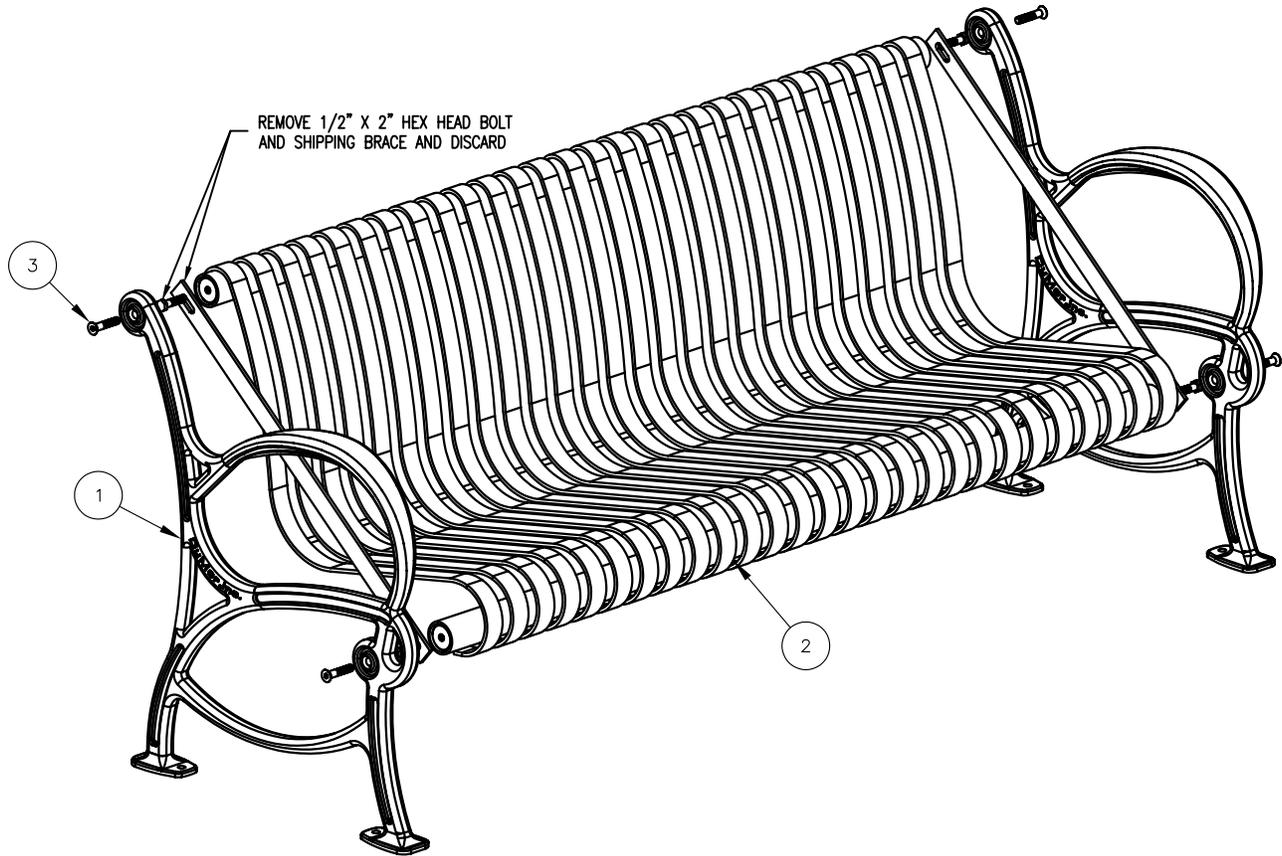
REV.
A

DRAWING
NUMBER
446 SERIES

SHEET
1 OF 2

NOTE:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED:
NUMBERS ONLY APPLY TO DRAWING.



STEP 1:

- USE 2 - PCS. CAST ALUM SUPPORT (1)
 - 1 - PC. 6' ALL STL SEAT ASSEMBLY (2)
 - 4 - PCS. 1/2" X 2 1/2" FLT. SKT. HD. CAP SCR. (3)
- ATTACH CAST SUPPORT (1) TO 6' ALL STL SEAT ASSEMBLY (2) USING HARDWARE (3). TIGHTEN TO SNUG FIT.

STEP 2:

UPON COMPLETION OF BENCH ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.

STEP 3:

MOUNT AND ANCHOR AS SPECIFIED.

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-446-00-01	CAST ALUM SUPPORT
2	1	0-93-60	6' STL SEAT ASSEMBLY
3	4	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR

 DuMor, inc. P.O. Box 142 Mifflintown, PA 17059-0142	SCALE :	NONE	TITLE :		BENCH ASSEMBLY	
	DATE DRAWN :	09/24/12	REV.	DRAWING NUMBER	446 SERIES	SHEET 2 OF 2
	DRAWN BY :	ESS	A			
	DATE REV. :	42				
REV. BY :						