

**CITY OF NOKOMIS, ILLINOIS**

**Resolution No. 2026-\_\_**

**A RESOLUTION APPROVING AGREEMENT WITH RANDLE LAWN CARE LLC  
FOR NUISANCE WEED AND GRASS ABATEMENT SERVICES**

**WHEREAS**, the Nokomis City Council (“corporate authorities”) previously approved Resolution No. 2026-01 and authorized the solicitation of bids for nuisance weed and grass abatement services; and

**WHEREAS**, the City received a single response to such solicitation, which was from Randle Lawn Care LLC; and

**WHEREAS**, there has been presented to and there is now before the meeting of the corporate authorities at which this Resolution is adopted a “2026 Grass Cutting Services Agreement” (the “Agreement”) between the City and Randle Lawn Care LLC, which is consistent with the intentions and purposes of Resolution No. 2026-01; and

**WHEREAS**, the corporate authorities find that the Agreement should be approved.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NOKOMIS, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:***

**SECTION 1:** That the Agreement is hereby approved.

**SECTION 2:** That, for and on behalf of the City, the Mayor is hereby authorized and directed to execute the said Agreement, and the City Clerk is hereby authorized to attest to the same.

PASSED by the City Council of the City of Nokomis, Illinois, this \_\_\_ day of \_\_\_\_\_, 2026, as follows:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Present: \_\_\_\_\_  
Abstain/Absent: \_\_\_\_\_

APPROVED by the Mayor of the City of Nokomis, Illinois this \_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**CITY OF NOKOMIS  
2026 GRASS CUTTING SERVICES AGREEMENT**

THIS GRASS CUTTING SERVICES AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF NOKOMIS, ILLINOIS, a municipal corporation (the "City") and RANDLE LAWN CARE LLC ("Contractor"), whose mailing address for purposes of this Agreement is listed in the *Submittal Form* attached to this Agreement.

**WITNESSETH:**

**WHEREAS**, Contractor responded to a *Joint Request for Qualifications & Proposals*, a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

**WHEREAS**, the City desires to procure the services of Contractor for the purpose of providing grass cutting services for the City; and

**WHEREAS**, Contractor has previously submitted a "*Submittal Form*", a copy of which is attached hereto and incorporated by reference as part of this Agreement and is also referred to herein as the "Application"; and

**WHEREAS**, the City has conducted such investigation of Contractor as the City deems appropriate; and

**WHEREAS**, the City has determined that Contractor possesses the necessary qualifications, equipment, and expertise to provide said services to the City and is ready, willing, and able to provide said services to the City upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. **Terms and Conditions.** Contractor shall be bound by the terms and conditions of this Agreement and the *Joint Request for Qualifications & Proposals*. In the event the terms of the *Joint Request for Qualifications & Proposals* and the terms of this Agreement conflict, the terms of this Agreement shall control.
2. **Services.** Contractor agrees to provide grass cutting services as described in the *Joint Request for Qualifications & Proposals* in accordance with the terms and conditions of the *Joint Request for Qualifications & Proposals* and this Agreement. All work shall be performed in a skillful and workmanlike manner as defined by the City. Contractor has been placed on a pre-qualified rotating call list and will be notified of pending jobs by telephone. If no immediate response is received from the Contractor, the next Contractor on the list will be called. The job will be awarded to the first contractor on the list who is ready, able, and willing to immediately complete the job. After a Contractor has accepted a job, the list rotates to the next Contractor.

Following the award of a job, Contractor must use a digital camera to photograph the entire lot both before work starts and after work is completed. All photos must be time and date stamped and must have been taken from the same angle (depicting the entire

lot). Pictures are to be emailed with the contractor's invoice in .jpg format to the point of contact designated by the City within 120 hours of the time the job was awarded by telephone to the contractor. The address where the work was done must be included in subject field of the email and in the .jpg file name. If time and date stamped digital photos are not submitted, the contractor will not be paid for mowing that site. A contractor will not receive any more work until an invoice for the previous job awarded is turned in to the City.

All photos must be in focus and must clearly show the condition of the site before mowing and the condition of the site after mowing. A measuring gauge approved by the City must appear in all photos. The contractor must position the measuring gauge in a completely vertical position, and the measuring gauge must appear in the photo taken before the lot is mowed and in the photo taken after the lot is mowed, in the same location. Examples are attached in pages 12 through 17 of the *Joint Request for Qualifications & Proposals*.

Contractors are responsible for mowing the entire lot, including all the way out to the alleys, sidewalks, and/or streets. If there is a building on the lot, contractors must take before and after photos of the front yard and of the back yard.

The contractor shall perform all work and provide all equipment and personnel necessary to complete the job within the 48-hour timeframe specified herein. If the City is not satisfied with the contractor's work after touring the site and/or reviewing the contractor's photos, the contractor will be asked to re-cut the lot at no additional cost to the City.

If the lot appears to have been recently cut, the contractor shall supply a picture in .jpg format and indicate "DBO" (Done by Owner) in the body of the email. The contractor will not receive any compensation for lots that have already been cut before arrival.

Upon arriving at a site, the contractor shall inspect the site for the presence of plastic bags, paper debris, and cardboard debris. All of these materials must be picked up by the contractor before mowing begins. If the contractor feels there is an unreasonable amount of debris at the site, the contractor shall contact the official specified by the City. The specified City official (or designee) will inspect the site and, if there is an unreasonable amount of debris at the site, may either have a City work crew clean up the site before mowing begins or authorize the contractor to remove the debris at the rate specified on the "*Submittal Form*".

Upon completion of the job, the site and adjoining streets and sidewalks must be cleared of all debris. All of these materials shall be removed from the site by the contractor and shall be disposed of legally at no additional charge to the City. Some sites may contain sapling trees, defined here as trees ½" to 1 ½" in diameter. The City may request that the contractor remove sapling trees at the same time as the site is mowed, in which case they shall be cut down to grade and removed from the site. If the contractor cuts down sapling trees without prior request or authorization, the contractor will not be paid for that work order.

- 3. Compensation.** Contractor agrees to complete all work in accordance with the City's directions at the rate per job as listed in the "*Submittal Form*" completed by Contractor and attached hereto and incorporated herein by reference. The total payment for all jobs during the 2026 calendar year, including all jobs performed prior

to the date of this Agreement regardless of payment, shall not exceed \$5,000.00. Contractor shall invoice the City for payment for all jobs, which the City agrees to pay in due course. The invoice shall contain a detailed itemization of the services performed. Included with the invoice, Contractor shall include the complete work order cover sheet and a copy of the email previously sent to the City when the work was completed. This Agreement does not authorize an expenditure of City funds in excess of the total amount of \$5,000.00 without prior approval. Contractor agrees and acknowledges that, absent such prior approval, Contractor proceeds at Contractor's own risk with no guarantee of payment if the total amount billed to the City exceeds \$5,000.00.

4. **Term of Agreement.** The term of this Agreement commences on the date first written above and shall continue until April 1, 2027, unless sooner terminated by the City. The City may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon written notice to Contractor with the understanding that immediately upon receipt of that notice all services being performed under this Agreement shall cease. Upon receipt of such termination notice, Contractor shall invoice the City for all work completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed prior to the receipt of said notice.
5. **Insurance.** Contractor shall maintain Worker's Compensation insurance in accordance with the requirements under Illinois law. Contractor shall maintain employer's liability, public liability, and property damage insurance at all times in amounts acceptable to the City covering the work described herein. Insurance policies shall not be altered, materially changed, or cancelled without giving fifteen (15) days' prior written notice to the City. Certificates of all such insurance must be submitted to the City with the Agreement.
6. **Equipment.** Unless otherwise specifically provided, all labor, supervision, tools, materials, and equipment shall be provided by Contractor and shall be suitable for the purpose intended for the performance of all operations incidental to the initial cleanup, mowing, and trimming to keep the designated improved areas and roadsides of the City in a neat and orderly appearance. All equipment shall be inspected by the City as part of the pre-certification process.
7. **Non-Exclusive.** The City expressly reserves the right to engage similar services of any other contractor at all times. The City may add qualified contractors to remove contractors from the pre-qualified list at any time in the City's sole discretion. Reasons for removal include, but are not limited to, the following: (a) Breach of any conditions contained in this Agreement or the Application; (b) Violation of federal, state, or local law; (c) Poor workmanship or substandard equipment use; (d) Failure to maintain Worker's Compensation or other required insurance; (e) Failure to complete contracts in a timely fashion; (f) Fraud, collusion, or providing false or misleading information; (g) Three (3) consecutive failures to respond to calls or accept jobs when offered; and/or (h) Failure to properly follow the process for assignment and payment. Any Contractor terminated from the program may be barred from further participation for up to three (3) years.
8. **Certifications.** Contractor certifies that Contractor: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code;

(ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*; (iv) will comply with the nondiscrimination provisions of all applicable laws, including the City's Code of Ordinances (as amended), and will take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, or handicap; and (v) has listed all persons with any ownership interest in the business or entity defined as Contractor in the Contractor's "Submittal Form". Contractor further certifies that no other person has any interest in the work to be performed hereunder, that the Application is unrelated to any other person, party, or entity making an application, and that the Application has been submitted in good faith without collusion or fraud.

9. **Independent Contractor.** Contractor is an independent contractor and shall not be deemed a partner or agent of, or joint venture, with the City. Neither Contractor nor Contractor's employees or agents shall be deemed the employees or agents of the City. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without the prior written consent of such other party. Contractor hereby acknowledges that Contractor: (i) has no personal or financial interest in the services other than the compensation to be paid hereunder; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the services; and (iii) does not and will not employ or engage any personnel with a personal or financial interest in any part of the services. Contractor, as an independent contractor, covenants and agrees that Contractor, Contractor's employees, servants, and/or agents will neither hold itself/themselves out as, nor claim to be, an employee, servant, or agent of the City, and that Contractor, Contractor's employees, servants and/or agents will not make claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, insurance coverage/benefits or retirement membership or credit. Contractor is specifically denied the right of using in any form or medium the name of any of the City for public advertising unless express permission is granted by a vote of the City Council.
10. **Federal, State, and Local Laws.** Contractor shall comply with all applicable federal, state, and local laws. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, depending on the nature and circumstances of each job, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). Contractor shall maintain all necessary licenses and certifications required while performing the work described herein and shall obtain all required permits, if any.
11. **Waiver of Performance.** No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions of any timely performance of such terms and conditions.
12. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Illinois. The City and Contractor voluntarily

and freely submit to a court of competent jurisdiction in Montgomery County, Illinois, should any dispute arise between the City and Contractor.

13. **Assignment and Subcontracting.** Contractor shall not assign this Agreement or any job without the prior written consent of the City. Contractor shall not subcontract the services, and no subcontracting of the services or any right or interest therein by Contractor shall be effective without the prior written consent by the City. Subcontracts, if permitted, shall contain a provision obligating each subcontractor of every tier to consent.
14. **City Representative.** The City shall give all instructions to Contractor through the City's designated representative:

\_\_\_\_\_  
Name, title, and contact information

15. **Entire Agreement.** No amendment, alternation, modification of, or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement, including the exhibits hereto, contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any and all prior agreements, understandings, representations, and discussions between the parties.
16. **Indemnification.** Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons and shall defend, indemnify, and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature of or by anyone resulting from or arising out of Contractor's operations in connection with the work described herein. The foregoing provision shall survive the expiration or termination of this Agreement. Insurance coverage specified in this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit Contractor's liability. Contractor shall procure and maintain any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

**CONTRACTOR:**

**CITY OF NOKOMIS, ILLINOIS**  
**A Municipal Corporation**

**BY:** \_\_\_\_\_  
**Individually, or**  
**by its Duly Authorized Officer**  
**or Representative, if applicable**

**By:** \_\_\_\_\_  
**Dylan Goldsmith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rachel Cassidy, City Clerk**

SUBMITTAL FORM

2026 Nuisance Weed & Grass Abatement Services

Company Name: Randle Lawn Care LLC

Owner(s): Caleb Randle

Business Address: P.O Box 152  
Hillsboro, IL 62049

Phone Number: 217-710-3849

Email: Randlelawncare@gmail.com

Reference List

Hillsboro Health  
Name of company or municipality

Michael Alexander  
Contact person

678-378-3411  
Phone number/email

Routine Lawn Maintenance  
Type of work performed

MCR Realty  
Name of company or municipality

Brandi Lentz  
Contact person

217-532-2525  
Phone number/email

As-Needed Grounds Maintenance  
Type of work performed

Midwest Services Group  
Name of company or municipality

Dan George  
Contact person

618-267-3549  
Phone number/email

Routine Lawn Maintenance  
Type of work performed

Montgomery Nursing + Rehab.  
Name of company or municipality

Chris Cox  
Contact person

618-292-1517  
Phone number/email

Routine Lawn Maintenance  
Type of work performed

Cusaleaf Inc.  
Name of company or municipality

Tim Reynolds  
Contact person

217-556-2216  
Phone number/email

Routine Lawn Maintenance  
Type of work performed

Mark each City for which this proposal is submitted:

Hillsboro

Nokomis

Witt

Coffeen

Pricing:

<u>Lot Size:</u>	Grass Height 8-12"	Grass Height 12"+	Later Maintenance Cuts
Up to 6,000 ft <sup>2</sup>	\$ <u>65</u>	\$ <u>130</u>	\$ <u>50</u>
Up to 12,000 ft <sup>2</sup>	\$ <u>130</u>	\$ <u>260</u>	\$ <u>100</u>
More than 12,000 ft <sup>2</sup>	\$ <u>220</u>	\$ <u>440</u>	\$ <u>145</u>
Debris/garbage removal	\$ <u>50</u>		
Brush removal	\$ <u>125</u>		

Owner Signature

Date



3-13-26

# **Joint Request for Qualifications & Proposals**

## **2026 Nuisance Weed & Grass Abatement Services**

**City of Hillsboro**

**City of Nokomis**

**City of Coffeen**

**City of Witt**



# GIFFIN WINNING COHEN & BODEWES, P.C.

ATTORNEYS AT LAW

ESTABLISHED 1911

(217) 525-1571

[www.gwcbllaw.com](http://www.gwcbllaw.com)

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SAMANTHA A. BOBOR  
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JASON R. VINCENT  
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*Of Counsel:*  
JOHN L. SWARTZ  
R. MARK MIFFLIN

**Christopher E. Sherer**  
Attorney  
[csherer@gwcbllaw.com](mailto:csherer@gwcbllaw.com)

## **JOINT REQUEST FOR QUALIFICATIONS & PROPOSALS**

Lawn care, mowing, and grass cutting professionals are invited to submit their qualifications and proposals to provide calendar year 2026 grass cutting services for the City of Hillsboro, City of Nokomis, City of Coffeen, and/or City of Witt (collectively, the “Cities” and individually, each a “City”).

A copy of the Joint Request for Qualifications & Proposals can be obtained during normal business hours at the following locations:

Hillsboro City Hall, 447 South Main Street, Hillsboro, IL  
Nokomis City Hall, 22 South Cedar Street, Nokomis, IL  
Witt Municipal Building, 106A West Broadway, Witt, IL  
Coffeen City Hall, 107 Locust Street, Coffeen, IL

The completed and signed Submittal Form should be forwarded to the contact and address listed below and received no later than 3:00 p.m. on **Thursday, April 2, 2026:**

RFQ – Weed and Grass Abatement Services  
c/o Christopher E. Sherer  
Giffin, Winning, Cohen & Bodewes, P.C.  
900 Community Drive  
Springfield, IL 62703

You may also submit your proposals electronically in PDF format to [RFQ@gwcbllaw.com](mailto:RFQ@gwcbllaw.com) with the subject line “RFQ – Weed and Grass Abatement Services”. All submissions will be made to the Cities’ legal counsel and disseminated to the respective Cities after the deadline. Proposals must be good for 60 days and may not be withdrawn after the deadline. Submittals received after the deadline *will not be accepted*.

Contractors shall pay not less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under any contract awarded to this RFP, depending on the nature and circumstances of each job, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The selected company should provide pricing for prevailing wage and non-prevailing wage jobs (if applicable) in their proposal.

Each City reserves the right to reject any or all proposals and reserves the right to waive any irregularities in bidding, which in their considered opinion is warranted. No proposals shall be withdrawn for sixty (60) days after the deadline.

## **PURPOSE**

The Cities are seeking to procure the services of contractors for the purpose of providing nuisance weed and grass abatement services for each City.

## **SERVICES**

### **Grass cutting**

Selected contractors agree to provide grass cutting services in accordance with the terms and conditions of the attached Agreement. All work shall be performed in a skillful and workmanlike manner as defined by the Mayor of the City for whom the services are being provided. Each City will select its own contractors. Selected contractors will be placed on a pre-qualified rotating call list and will be notified of pending jobs by telephone. If no response is received from the contractor, the next contractor on the list will be called. The job will be awarded to the first contractor on the list who is ready, able, and willing to immediately complete the job. After a contractor has accepted a job, the list will rotate to the City's next contractor. Following the award of a job, contractors must complete all work within forty-eight (48) hours of the time the job was awarded by telephone to the contractor.

### **Items to include for payment**

Contractors must use a digital camera to photograph the entire lot both before work starts and after work is completed. All photos must be time and date stamped and must have been taken from the same angle (depicting the entire lot). Pictures are to be emailed with the contractor's invoice in .jpg format to the point of contact designated by the City within 120 hours of the time the job was awarded by telephone to the contractor. The address where the work was done must be included in subject field of the email and in the .jpg file name. If time and date stamped digital photos are not submitted, the contractor will not be paid for mowing that site. A contractor will not receive any more work until an invoice for the previous job awarded is turned in to the City.

All photos must be in focus and must clearly show the condition of the site before mowing and the condition of the site after mowing. A measuring gauge approved by the City must appear in all photos. The contractor must position the measuring gauge in a completely vertical position, and the measuring gauge must appear in the photo taken before the lot is mowed and in the photo taken after the lot is mowed, in the same location. Examples are attached as pages 12 through 17 of this Joint Request for Qualifications & Proposals.

Contractors are responsible for mowing the entire lot, including all the way out to the alleys, sidewalks, and/or streets. If there is a building on the lot, contractors must take before and after photos of the front yard and of the back yard.

The contractor shall perform all work and provide all equipment and personnel

necessary to complete the job within the 48-hour timeframe specified herein. If the City is not satisfied with the contractor's work after touring the site and/or reviewing the contractor's photos, the contractor will be asked to re-cut the lot at no additional cost to the City.

If the lot appears to have been recently cut, the contractor shall supply a picture in .jpg format and indicate "DBO" (Done by Owner) in the body of the email. The contractor will not receive any compensation for lots that have already been cut before arrival.

### **Requirements for picking up plastic bags, paper debris, and cardboard debris**

Upon arriving at a site, the contractor shall inspect the site for the presence of plastic bags, paper debris, and cardboard debris. All of these materials must be picked up by the contractor before mowing begins. If the contractor feels there is an unreasonable amount of debris at the site, the contractor shall contact the official specified by the City. The specified City official (or designee) will inspect the site and, if there is an unreasonable amount of debris at the site, may either have a City work crew clean up the site before mowing begins or authorize the contractor to remove the debris at the rate specified on the Submittal Form.

Upon completion of the job, the site and adjoining streets and sidewalks must be cleared of all debris. All of these materials shall be removed from the site by the contractor and shall be disposed of legally at no additional charge to the City. Some sites may contain sapling trees, defined here as trees ½" to 1 ½" in diameter. The City may request that the contractor remove sapling trees at the same time as the site is mowed, in which case they shall be cut down to grade and removed from the site. If the contractor cuts down sapling trees without prior request or authorization, the contractor will not be paid for that work order.

### **TERM AND TERMINATION**

The term of this engagement commences on the date indicated upon the executed agreement and shall continue until April 1, 2027, unless sooner terminated by the City. The City may cancel or indefinitely suspend further work hereunder or terminate the Agreement upon written notice to the contractor with the understanding that, immediately upon receipt of that notice, all services being performed under this Agreement shall cease. Upon receipt of such termination notice, the contractor shall invoice the City for all work completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed prior to the receipt of said notice. Any contractor who exceeds 3 or more compliance violations during the term of this contract may be terminated from further work with the City.

Any contractor found misrepresenting work performed will be immediately terminated from further work with the City. Any contractor terminated from the program may be barred from further participation for up to thirty-six (36) months from the date of the infraction.

## **COMPENSATION**

Compensation for the selected contractors shall be under the terms outlined in the applicable agreement with the City. A template agreement is attached for reference.

## **DEADLINE**

All submittals should be forwarded to the following address and must be received no later than **3:00 p.m. on Thursday, April 2, 2026** and should be addressed to:

RFQ – Weed and Grass Abatement Services  
c/o Christopher E. Sherer  
Giffin, Winning, Cohen & Bodewes, P.C.  
900 Community Drive  
Springfield, IL 62703

Submittal Forms may also be transmitted electronically in PDF format to RFQ@gwcbllaw.com with the subject line “RFQ – Weed and Grass Abatement Services”.

## **SELECTION PROCESS**

Each City will review the submittals and will determine the contractors best suited to provide services for their respective City during this agreement period. It is the purpose of this review to obtain the highest quality of services and to maximize, to the fullest extent possible, the value of the public funds of the Cities involved. Each City may make an award to a contractor or contractors after taking the following factors into consideration:

- Qualifications as outlined in the attached agreement and Submittal Form.
- Proper equipment as outlined in the attached agreement.
- Expertise and track record in providing services to a City in previous years.
- Locally headquartered and operated, as indicated on the Submittal Form and supported with proof of residency documentation (*e.g.*, driver’s license, State issued identification, property tax bill, utility bills, other mail with address, etc.). No post office boxes will be accepted for an address.

Each City reserves the right to limit the number of contracts awarded to any single address/headquarters. Any and/or all submittals received in response to this request may be rejected for any reason.

Selected contractors will be notified by the City making the selection and may be required to attend a mandatory pre-engagement meeting, at which time contract execution and work assignment details will be covered.

# **SAMPLE CONTRACT**

*TO BE COMPLETED ONLY UPON AWARD OF CONTRACT*

**CITY OF \_\_\_\_\_**  
**2026 GRASS CUTTING SERVICES AGREEMENT**

**THIS GRASS CUTTING SERVICES AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF \_\_\_\_\_, ILLINOIS, a municipal corporation (the "City") and ("Contractor") whose mailing address for purposes of this Agreement is listed in the Agreement.

**WITNESSETH:**

**WHEREAS**, Contractor responded to a *Joint Request for Qualifications & Proposals*, a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

**WHEREAS**, the City desires to procure the services of Contractor for the purpose of providing grass cutting services for the City; and

**WHEREAS**, Contractor has previously submitted a "*Submittal Form*", a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

**WHEREAS**, the City has conducted such investigation of Contractor as the City deems appropriate; and

**WHEREAS**, the City has determined that Contractor possesses the necessary qualifications, equipment, and expertise to provide said services to the City and is ready, willing, and able to provide said services to the City upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. **Terms and Conditions.** Contractor shall be bound by the terms and conditions of this Agreement and the *Joint Request for Qualifications & Proposals*. In the event the terms of the *Joint Request for Qualifications & Proposals* and the terms of this Agreement conflict, the terms of this Agreement shall control.
  
2. **Services.** Contractor agrees to provide grass cutting services as described in the *Joint Request for Qualifications & Proposals* in accordance with the terms and conditions of the *Joint Request for Qualifications & Proposals* and this Agreement. All work shall be performed in a skillful and workmanlike manner as defined by the City. Contractor has been placed on a pre-qualified rotating call list and will be notified of pending jobs by telephone. If no immediate response is received from the Contractor, the next Contractor on the list will be called. The job will be awarded to the first contractor on the list who is ready, able, and willing to immediately complete the job. After a Contractor has accepted a job, the list rotates to the next Contractor.

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The contractor shall perform all work and provide all equipment and personnel necessary to complete the job within the 48-hour timeframe specified herein. If the City is not satisfied with the contractor's work after touring the site and/or reviewing the contractor's photos, the contractor will be asked to re-cut the lot at no additional cost to the City.

If the lot appears to have been recently cut, the contractor shall supply a picture in .jpg format and indicate "DBO" (Done by Owner) in the body of the email. The contractor will not receive any compensation for lots that have already been cut before arrival.

Upon arriving at a site, the contractor shall inspect the site for the presence of plastic bags, paper debris, and cardboard debris. All of these materials must be picked up by the contractor before mowing begins. If the contractor feels there is an unreasonable amount of debris at the site, the contractor shall contact the official specified by the City. The specified City official (or designee) will inspect the site and, if there is an unreasonable amount of debris at the site, may either have a City work crew clean up the site before mowing begins or authorize the contractor to remove the debris at the rate specified on the "*Submittal Form*".

Upon completion of the job, the site and adjoining streets and sidewalks must be cleared of all debris. All of these materials shall be removed from the site by the contractor and shall be disposed of legally at no additional charge to the City. Some sites may contain sapling trees, defined here as trees ½" to 1 ½" in diameter. The City may request that the contractor remove sapling trees at the same time as the site is mowed, in which case they shall be cut down to grade and removed from the site. If the contractor cuts down sapling trees without prior request or authorization, the contractor will not be paid for that work order.

- 3. Compensation.** Contractor agrees to complete all work in accordance with the City's directions at the rate per job as listed in the "*Submittal Form*" completed by Contractor and attached hereto and incorporated herein by reference. The total payment for all jobs during the 2026 calendar year, including all jobs performed prior to the date of this Agreement regardless of payment, shall not exceed \$5,000.00. Contractor shall invoice the City for payment for all jobs, which the City agrees to pay in due course. The invoice shall contain a detailed itemization of the services

performed. Included with the invoice, Contractor shall include the complete work order cover sheet and a copy of the email previously sent to the City when the work was completed. This agreement does not authorize an expenditure of City funds in excess of the total amount of \$5,000.00 without prior approval. Contractor agrees and acknowledges that, absent such prior approval, Contractor proceeds at Contractor's own risk with no guarantee of payment if the total amount billed to the City exceeds \$5,000.00.

4. **Term of Agreement.** The term of this Agreement commences on the date first written above and shall continue until April 1, 2027, unless sooner terminated by the City. The City may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon written notice to Contractor with the understanding that immediately upon receipt of that notice all services being performed under this Agreement shall cease. Upon receipt of such termination notice, Contractor shall invoice the City for all work completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed prior to the receipt of said notice.
5. **Insurance.** Contractor shall maintain Worker's Compensation insurance in accordance with the requirements under Illinois law. Contractor shall maintain employer's liability, public liability, and property damage insurance at all times in amounts acceptable to the City covering the work described herein. Insurance policies shall not be altered, materially changed, or cancelled without giving fifteen (15) days' prior written notice to the City. Certificates of all such insurance must be submitted to the City with the Agreement.
6. **Equipment.** Unless otherwise specifically provided, all labor, supervision, tools, materials, and equipment shall be provided by Contractor and shall be suitable for the purpose intended for the performance of all operations incidental to the initial cleanup, mowing, and trimming to keep the designated improved areas and roadsides of the City in a neat and orderly appearance. All equipment shall be inspected by the City as part of the pre-certification process.
7. **Non-Exclusive.** The City expressly reserves the right to engage similar services of any other contractor at all times. The City may add qualified contractors to remove contractors from the pre-qualified list at any time in the City's sole discretion. Reasons for removal include, but are not limited to, the following: (a) Breach of any conditions contained in this Agreement or the Application; (b) Violation of federal, state, or local law; (c) Poor workmanship or substandard equipment use; (d) Failure to maintain Worker's Compensation or other required insurance; (e) Failure to complete contracts in a timely fashion; (f) Fraud, collusion, or providing false or misleading information; (g) Three (3) consecutive failures to respond to calls or accept jobs when offered; and/or (h) Failure to properly follow the process for assignment and payment. Any Contractor terminated from the program may be barred from further participation for up to three (3) years.
8. **Certifications.** Contractor certifies that Contractor: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*;

(iv) will comply with the nondiscrimination provisions of all applicable laws, including the City's Code of Ordinances (as amended), and will take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, or handicap; and (v) has listed all persons with any ownership interest in the business or entity defined as Contractor in the Contractor's "Submittal Form". Contractor further certifies that no other person has any interest in the work to be performed hereunder, that the Application is unrelated to any other person, party, or entity making an application, and that the Application has been submitted in good faith without collusion or fraud.

9. **Independent Contractor.** Contractor is an independent contractor and shall not be deemed a partner or agent of, or joint venture, with the City. Neither Contractor nor Contractor's employees or agents shall be deemed the employees or agents of the City. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without the prior written consent of such other party. Contractor hereby acknowledges that Contractor: (i) has no personal or financial interest in the services other than the compensation to be paid hereunder; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the services; and (iii) does not and will not employ or engage any personnel with a personal or financial interest in any part of the services. Contractor, as an independent contractor, covenants and agrees that Contractor, Contractor's employees, servants, and/or agents will neither hold itself/themselves out as, nor claim to be, an employee, servant, or agent of the City, and that Contractor, Contractor's employees, servants and/or agents will not make claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, insurance coverage/benefits or retirement membership or credit. Contractor is specifically denied the right of using in any form or medium the name of any of the City for public advertising unless express permission is granted by a vote of the City Council.
10. **Federal, State, and Local Laws.** Contractor shall comply with all applicable federal, state, and local laws. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, depending on the nature and circumstances of each job, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). Contractor shall maintain all necessary licenses and certifications required while performing the work described herein and shall obtain all required permits, if any.
11. **Waiver of Performance.** No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions of any timely performance of such terms and conditions.
12. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Contractor voluntarily and freely submit to a court of competent jurisdiction in Montgomery County, Illinois, should any dispute arise between the City and Contractor.

13. **Assignment and Subcontracting.** Contractor shall not assign this Agreement or any job without the prior written consent of the City. Contractor shall not subcontract the services, and no subcontracting of the services or any right or interest therein by Contractor shall be effective without the prior written consent by the City. Subcontracts, if permitted, shall contain a provision obligating each subcontractor of every tier to consent.
14. **City Representative.** The City shall give all instructions to Contractor through the City's designated representative:

\_\_\_\_\_  
Name, title, and contact information

15. **Entire Agreement.** No amendment, alternation, modification of, or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement, including the exhibits hereto, contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any and all prior agreements, understandings, representations, and discussions between the parties.
16. **Indemnification.** Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons and shall defend, indemnify, and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature of or by anyone resulting from or arising out of Contractor's operations in connection with the work described herein. The foregoing provision shall survive the expiration or termination of this agreement. Insurance coverage specified in this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit Contractor's liability. Contractor shall procure and maintain any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

**CONTRACTOR:**

**CITY OF \_\_\_\_\_, ILLINOIS  
A Municipal Corporation**

**BY: \_\_\_\_\_  
Individually, or  
by its Duly Authorized Officer  
or Representative, if applicable**

**By: \_\_\_\_\_  
\_\_\_\_\_, Mayor**







05/17/2018 10:34 AM



05/17/2018 10:50 AM



05/17/2018 10:36 AM



**SUBMITTAL FORM**

**2026 Nuisance Weed & Grass Abatement Services**

Company Name: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Reference List

\_\_\_\_\_  
Name of company or municipality

\_\_\_\_\_  
Contact person

\_\_\_\_\_  
Phone number/email

\_\_\_\_\_  
Type of work performed

\_\_\_\_\_  
Name of company or municipality

\_\_\_\_\_  
Contact person

\_\_\_\_\_  
Phone number/email

\_\_\_\_\_  
Type of work performed

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Name of company or municipality

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Contact person

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Phone number/email

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Type of work performed

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Name of company or municipality

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Contact person

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Phone number/email

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Type of work performed

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Name of company or municipality

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Contact person

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Phone number/email

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Type of work performed

Mark each City for which this proposal is submitted:

Hillsboro

Nokomis

Witt

Coffeen

Pricing:

<u>Lot Size:</u>	Grass Height 8-12"	Grass Height 12"+	Later Maintenance Cuts
Up to 6,000 ft <sup>2</sup>	\$ _____	\$ _____	\$ _____
Up to 12,000 ft <sup>2</sup>	\$ _____	\$ _____	\$ _____
More than 12,000 ft <sup>2</sup>	\$ _____	\$ _____	\$ _____
Debris/garbage removal	\$ _____		
Brush removal	\$ _____		

Owner Signature

Date

\_\_\_\_\_

\_\_\_\_\_