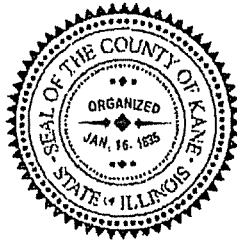


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board

*Recommended approval*  
*T. [Signature]*  
*4/21/13*

Name of Document: Offer to Contract – Extension of Lawn Mowing Service  
(Bid 06-011 Lawn Maintenance Service)

Submitted by: Chris Rossman / Purchasing Dept.

*Chris Rossman* 4-12-13

Date Submitted: April 8, 2013

Examined by:

Joseph Lulves

(Print name)

*Joseph Lulves*

(Signature)

(Date)

*4-18-13*

**RECEIVED**

APR 12 2013

KANE COUNTY BOARD

Post on the Web: YES  NO  Atty. Initials *[Signature]*

### Comments:

This contract extension is for the County's lawn mowing and maintenance services, with Waldschmidt & Associates, Inc. The Kane County Board authorized the Chairman to extend the contract with Waldschmidt & Associates, Inc. for two years (2013 and 2014 seasons) per Resolution 13-18.

Please notify the Purchasing Department when Offer to Contract is ready to be picked up or requires additional information.

Attachment: Contract Synopsis, Res 13-18, Rider for contract extension, and 2011 Executed Offer to Contract.

Chairman signed: YES  NO  (Date) 4/21/2013

Document returned to: Purchasing  
(Name/Department)

*D - I've signed, but there is no 2nd page of County Resolution w/ vote totals*  
*(2) Whichever Dept Director (I think Tim H. or Bldg & Grounds) who's in charge of this area should sign off on each of these.*  
*(3) Pls ask Cebrate to come in for a moment to review our approval procedures. Thanks.*

*\* Before this is released.*

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A.  
Geneva, Illinois 60134

Telephone: (630) 232-5929  
Fax: (630) 208-5107



April 8, 2013

**CONTRACT SYNOPSIS**  
**(2013-2014 seasons for lawn maintenance and mowing service)**

---

Procurement Name:                   **06-011 Lawn Maintenance Service**  
Requesting Department           **Building Management**  
Awarded Vendor:                   **John Waldschmidt & Associates, Inc.**

**PURPOSE:**

---

This is a two-year contract extension (2013-2014 seasons) for lawn mowing and landscaping maintenance services at various Kane County facilities.

The previous contract was competitively solicited and awarded by the County Board on April 18, 2011, per Resolution 11-85. It will expire on April 20, 2013, and included an option to extend if mutually agreed by both parties.

John Waldschmidt & Associates, Inc. offered to extend the existing contract with the same terms and conditions, as specified and hold firm for the remaining two (2) option years.

The County Board approved the contract extension on February 13, 2013, per Resolution 13-18, for two years with no cost increase.

**RESULT OF PREVIOUS PROCUREMENT**

---

Vendors	Total Annual Contract
<b>Waldschmidt &amp; Assoc. Inc., W. Chicago, IL</b>	<b>\$47,402</b>
Woodland Landscape, Mundelein, IL	\$71,474
Classic Landscape, W. Chicago, IL	\$81,120
Sebert Landscaping, Naperville, IL	\$102,960
Vidal Landscape, Gilbert, IL	\$103,510
Accurate Landscape, LaFox, IL	\$108,507
Milieu Design LLC, Wheeling, IL	\$242,280

John Waldschmidt & Associates, Inc. was recommended for award based on the following criteria:

- Experience, bid compliance, and cost which is approximately 40% lower than the next bidder
- Building Management Department has been very happy and satisfy with the services they have been providing the County since 2007

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 18

**AUTHORIZATION TO EXTEND CONTRACTS FOR LANDSCAPE MAINTENANCE SERVICES AT COUNTY FACILITIES**

WHEREAS, bids were solicited and received for the Lawn Maintenance Services on April 12, 2011 Resolution 11-85 for all government facilities in FY2011 for a two year period; and

WHEREAS, the lowest responsive bidder as per specifications for the Lawn Maintenance services was John Waldschmidt & Associates Inc. ("Waldschmidt") at various county complexes, as specified on Bid 06-011. The annual cost is Forty-Seven Thousand Four Hundred Two Dollars (\$47,402.00) per year, for a total contract cost of Ninety-Four Thousand Eight Hundred Four Dollars (\$94,804.00) over a two (2) year term; and

WHEREAS, the Waldschmidt bid was 40% lower than the next bid received, Waldschmidt has provided excellent service and has agreed to hold their 2011 prices for 2013 and 2014. Staff recommends this services contract is extended; and

WHEREAS, adequate funds have been budgeted to cover the expenses incurred by utilizing Waldschmidt for the required labor services.

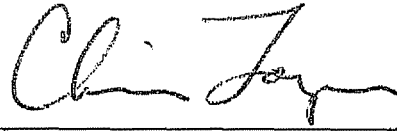
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract extension with John Waldschmidt & Associates Inc. to provide landscape maintenance services at County facilities at a cost of Ninety-Four Thousand Eight Hundred Four Dollars (\$94,804.00) over the next two (2) year period, expenditures to be paid from the Facilities Management budget.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001-080-080-52110 001-080-081-52110 001-080-082-52110 001-080-083-52110 001-080-084-52110 001-080-085-52110 001-080-086-52110	Contractual	Yes FY2013 Budget	Yes	N/A

Passed by the Kane County Board on February 13, 2013.



John A. Cunningham  
Clerk, County Board  
Kane County, Illinois



Christopher J. Lauzen  
Chairman, County Board  
Kane County, Illinois

*dm* Vote:  
Yes 20  
No 0  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_

2Landscaping



# AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-18

- Resolution
- Ordinance

Name: AUTHORIZATION TO EXTEND CONTRACTS FOR LANDSCAPE MAINTENANCE SERVICE AT COUNTY FACILITIES

Presenter/Sponsor: Tim Harbaugh, Executive Director

Budget Information: Was this item budgeted?  Yes  No  N/A

Appropriation Amount: \$94,804.00

If not budgeted, explain funding source

**SUMMARY:** Contract extension of bid 06-011.  
This bid was for the landscape maintenance services at County facilities, and was approved with the adoption of Resolution 11-85.  
The lowest bidder, by 40%, was John Waldschmidt & Associates, Inc. of West Chicago at a price of \$47,402.00 per year. Waldschmidt has provided excellent service and has agreed to hold this price for the next two years (2013 and 2014). Staff recommends this contract is extended for two additional years.

Attachments: Resolution

Detailed information available from :

Staff Name: Tim Harbaugh, Executive Director

Phone: 630/208-5118

Resolution/Ordinance Tracking:

Assigned Committee: Administration  Passed  Sent to: Executive  on: 01/24/2013

If Other, specify:

Committee Remarks:

Next Committee: Executive  Passed  Sent to: County Board  on: 02/06/2013

If Other, specify:

Committee Remarks:

Next Committee: County Board  Sent to:  on:

Committee Remarks:

County Board Date: 02/13/2013



---

**Waldschmidt & Associates, Inc.**

landscape maintenance • snow removal

**P.O. BOX 844, West Chicago, IL 60186**

**waldschmidtassoc@gmail.com**

August 9, 2012

Jim Hansen  
Asst. Director of Purchasing  
Kane County, IL

Waldschmidt & Associates, Inc. or John Waldschmidt the owner has not and will not make any campaign contributions to any County Board official.



Sincerely,

John R. Waldschmidt  
President  
Waldschmidt & Associates, Inc.

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**County of Kane**  
**KANE COUNTY GOVERNMENT CENTER**



March 25, 2013

**RIDER**

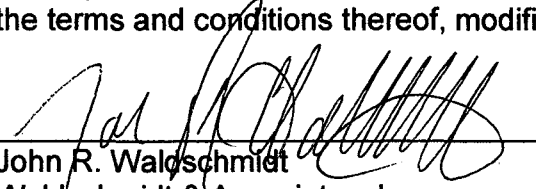
**Extension of Contract for Landscape Maintenance Services  
at County facilities**

This RIDER made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, is part of and is to be attached to the offer to contract for (BID 06-011 Lawn Maintenance Service) made on May 5, 2011, by and between County of Kane and Waldschmidt & Associates, Inc. for the provision of landscape maintenance services at County facilities.

The County hereby requests and Waldschmidt & Associates, Inc. agrees to the extension of contract for an additional two years of services with no cost increase. Cost for the landscape maintenance services is to remain firm at \$94,804 for two seasons (2013 and 2014).

The term of this contract shall commence on the effective date and shall continue for two years, expires November 2014.

The parties hereto mutually agree that the aforesaid Contract, of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this RIDER specifically provided.

  
\_\_\_\_\_  
John R. Waldschmidt  
Waldschmidt & Associates, Inc.  
P.O. Box 844  
West Chicago, IL 60186

3-29-13  
Date

\_\_\_\_\_  
Christopher J. Lauzen  
Chairman, Kane County Board  
Kane County  
719 S. Batavia Ave  
Geneva, IL 60134

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Integrity Insurance Agency of IL, Inc. 181 W. Grand Lake Boulevard West Chicago IL 60185	CONTACT NAME: Mike Tribble	
		PHONE (A/C, No, Ext): 630-876-8715	FAX (A/C, No): 630-876-8718
		E-MAIL ADDRESS: mikeT@integrityinsured.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	W A MANAGEMENT INC Guardian Tree & Lawn Care Inc PO BOX 844 WEST CHICAGO IL 60186	INSURER A: Illinois Emcasco Insurance Company - EMC	32808
		INSURER B: Employers Mutual Casualty Company	21415
		INSURER C: Twin City Fire Insurance Company	29459
		INSURER D:	
		INSURER E:	
		INSURER F:	

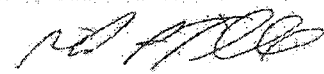
COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y	4D87818	01/21/2013	01/21/2014	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	4E87818	01/21/2013	01/21/2014	GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Fire Damage \$ 100,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	UMBRELLA LIAB. EXCESS LIAB. DED. RETENTION \$	Y	4J871818	03/22/2013	01/21/2014	BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	83WECBP4862	03/02/2013	03/02/2014	AGGREGATE \$ 2,000,000
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder below is included as Additional Insured, per written contract.

<b>CERTIFICATE HOLDER</b>  County of Kane 719 Batavia Ave Bldg A Geneva IL 60134	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**KANE COUNTY  
OFFER TO CONTRACT FORM  
For  
BID 06-011 Lawn Maintenance Service**

**Bid Due Date & Time: 3:00 P.M., Tuesday, March 8, 2011**

To: County of Kane (Purchasing Department)  
Kane County Government Center, Bldg. A.  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Waldschmidt + Associates Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
    1. *The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Scope of Work, including the Specifications and the following addenda:  
No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here.)
  - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Vendor deems necessary.
  - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. MAIN BID

Location 1 - JUDICIAL CENTER

37W755 Rt. 38 St. Charles, IL – per specification

Cost Per Occurrence

Part 1: Mowing	(\$ <u>380</u> )
Part 2. A: Sidewalk	(\$ <u>21</u> )
Part 2. B: Curbs	(\$ <u>21</u> )
Part 2. C: Shrub Beds	(\$ <u>90</u> )
Part 2. D: Tree Rings	(\$ <u>90</u> )
Part 2. E: Perennial Beds	(\$ <u>90</u> )
Part 3: Cultivation and Weeding	(\$ <u>90</u> )
Part 4: Pruning	(\$ <u>125</u> )
Part 5: Clean Up	(\$ <u>600</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>1000</u> )
Part 6. C: Pest and Disease control	(\$ <u>2,200</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>420</u> )
Part 6. E: Shrub fertilization	(\$ <u>470</u> )

Location 2 - SHERIFF DEPARTMENT

37W755-A IL Rt. 38 St. Charles, IL – per specification

Cost Per Occurrence

Part 1: Mowing	(\$ <u>50</u> )
Part 2. A: Sidewalk	(\$ <u>14</u> )
Part 2. B: Curbs	(\$ <u>14</u> )
Part 2. C: Shrub Beds	(\$ <u>21</u> )
Part 2. D: Tree Rings	(\$ <u>21</u> )
Part 2. E: Perennial Beds	(\$ <u>21</u> )
Part 3: Cultivation and Weeding	(\$ <u>21</u> )
Part 4: Pruning	(\$ <u>30</u> )
Part 5: Clean Up	(\$ <u>55</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>205</u> )
Part 6. C: Pest and Disease control	(\$ <u>665</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>45</u> )
Part 6. E: Shrub fertilization	(\$ <u>95</u> )
Part 7: Tree fertilization	(\$ <u>76</u> )

**Location 3 - DIVISION OF TRANSPORTATION**

41W011 Burlington Rd., St. Charles – per specification

Cost Per Occurrence

Part 1: Mowing	(\$ <u>40</u> )
Part 2. A: Sidewalk	(\$ <u>3</u> )
Part 2. B: Curbs	(\$ <u>3</u> )
Part 2. C: Shrub Beds	(\$ <u>7</u> )
Part 2. D: Tree Rings	(\$ <u>7</u> )
Part 2. E: Perennial Beds	(\$ <u>7</u> )
Part 3: Cultivation and Weeding	(\$ <u>7</u> )
Part 4: Pruning	(\$ <u>10</u> )
Part 5: Clean Up	(\$ <u>60</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>100</u> )
Part 6. C: Pest and Disease control	(\$ <u>250</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>40</u> )
Part 6. E: Shrub fertilization	(\$ <u>75</u> )

**Location 4 - KANE COUNTY HEALTH DEPARTMENT**

1240 N. Highland Ave. Aurora - per specifications:

Cost Per Occurrence

Part 1: Mowing	(\$ <u>15</u> )
Part 2. A: Sidewalk	(\$ <u>3</u> )
Part 2. B: Curbs	(\$ <u>3</u> )
Part 2. C: Shrub Beds	(\$ <u>5</u> )
Part 2. D: Tree Rings	(\$ <u>5</u> )
Part 2. E: Perennial Beds	(\$ <u>5</u> )
Part 3: Cultivation and Weeding	(\$ <u>5</u> )
Part 4: Pruning	(\$ <u>10</u> )
Part 5: Clean Up	(\$ <u>25</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>15</u> )
Part 6. C: Pest and Disease control	(\$ <u>25</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>10</u> )
Part 6. E: Shrub fertilization	(\$ <u>20</u> )

**Location 5 - KANE COUNTY HEALTH DEPARTMENT**  
1330 N. Highland Ave. Aurora, IL - per specifications:

Cost Per Occurrence

Part 1: Mowing	(\$ <u>15</u> )
Part 2. A: Sidewalk	(\$ <u>3</u> )
Part 2. B: Curbs	(\$ <u>3</u> )
Part 2. C: Shrub Beds	(\$ <u>5</u> )
Part 2. D: Tree Rings	(\$ <u>5</u> )
Part 2. E: Perennial Beds	(\$ <u>5</u> )
Part 3: Cultivation and Weeding	(\$ <u>5</u> )
Part 4: Pruning	(\$ <u>15</u> )
Part 5: Clean Up	(\$ <u>30</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>47</u> )
Part 6. C: Pest and Disease control	(\$ <u>25</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>10</u> )
Part 6. E: Shrub fertilization	(\$ <u>20</u> )

**Location 6 - KANE COUNTY GOVERNMENT CENTER**  
719 S. Batavia Ave. Geneva, IL - per specifications:

Cost Per Occurrence

Part 1: Mowing	(\$ <u>50</u> )
Part 2. A: Sidewalk	(\$ <u>14</u> )
Part 2. B: Curbs	(\$ <u>14</u> )
Part 2. C: Shrub Beds	(\$ <u>20</u> )
Part 2. D: Tree Rings	(\$ <u>20</u> )
Part 2. E: Perennial Beds	(\$ <u>20</u> )
Part 3: Cultivation and Weeding	(\$ <u>20</u> )
Part 4: Pruning	(\$ <u>30</u> )
Part 5: Clean Up	(\$ <u>180</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>205</u> )
Part 6. C: Pest and Disease control	(\$ <u>500</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>45</u> )
Part 6. E: Shrub fertilization	(\$ <u>95</u> )
Part 7: Tree Fertilization	(\$ <u>76</u> )

**Location 7 - KANE COUNTY ANIMAL CONTROL**

4060 Keslinger Rd. Geneva, IL - per specifications:

	Cost Per Occurrence
Part 1: Mowing	(\$ <u>20</u> )
Part 2. A: Sidewalk	(\$ <u>3</u> )
Part 2. B: Curbs	(\$ <u>3</u> )
Part 2. C: Shrub Beds	(\$ <u>5</u> )
Part 2. D: Tree Rings	(\$ <u>5</u> )
Part 2. E: Perennial Beds	(\$ <u>5</u> )
Part 3: Cultivation and Weeding	(\$ <u>5</u> )
Part 4: Pruning	(\$ <u>10</u> )
Part 5: Clean Up	(\$ <u>60</u> )
Part 6. B: Turf fertilization and Weed control	(\$ <u>50</u> )
Part 6. C: Pest and Disease control	(\$ <u>25</u> )
Part 6. D: Tree rings and shrub bed weed control	(\$ <u>15</u> )
Part 6. E: Shrub fertilization	(\$ <u>20</u> )
Part 7: Tree Fertilization	(\$ <u>64</u> )

**Location 8 - KANE COUNTY OLD JAIL & CEMENTARY**

777 E. Fabyan Pkwy. Geneva, IL - per specifications:

	Cost Per Occurrence
Part 1: Mowing (1 time - every two weeks)	(\$ <u>300</u> )

**Location 9 - KANE COUNTY ADULT CORRECTION CENTER (New Jail)**

37W755 IL Rt38, St. Charles IL - per specifications:

	Cost Per Occurrence
Part 1: Mowing	(\$ <u>700</u> )

**Location 10 - KANE HEALTH DEPARTMENT (Vacant Lot)**

Next to the 1330 N. Highland Ave. Aurora, IL - per specifications:

	Cost Per Occurrence
Part 1: Mowing	(\$ <u>50</u> )

**Location 11 - KANE COUNTY JUDICIAL CENTER**

37w777 IL Rt38, St. Charles, IL - per specifications:

	Cost Per Occurrence
Part 1: Mowing (Peck Rd., to Britcher)	(\$ <u>300</u> )

**Location 12 - KANE COUNTY SHERIFF SUB-STATION**

313 S. Farnsworth, Aurora, IL - per specifications:

	Cost Per Occurrence
Part 1: Mowing (1 time - every two weeks)	(\$ <u>40</u> )

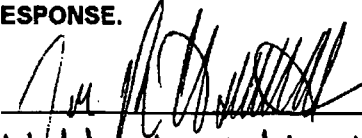
**Location 13 - KANE COUNTY JUDICIAL CENTER (POND)**

37w777 IL Rt38, St. Charles, IL - per specifications:

	Cost Per Occurrence
Aquatic weed/algae control and treatment service	(\$ <u>450</u> )

ADDITIONAL COMMENTS:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. Kane County considers the contract year to be a period from April 20th through November 9th of each year. The term of this contract shall be for a period of two (2) years with option to extend for two (2) additional one-year renewal periods, if mutually agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature  Typed Signature John R Waldschmidt  
Company Waldschmidt & Associates Inc.  
Address P.O. Box 844  
Phone # 630-876-0860 Fax # 630-876-0860  
Federal I.D./Social Security # 27-0946600 Date 3/7/11

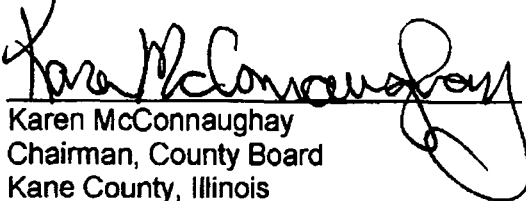
**ACCEPTANCE**

The Offer is hereby accepted for:

- Lawn mowing and maintenance service

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **06-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

  
Karen McConaughay  
Chairman, County Board  
Kane County, Illinois

5-5-11  
Date

## INSTRUCTIONS TO BIDDERS

### COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
16. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.



17. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
18. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
19. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

20. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
21. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

## 22. **PREVAILING WAGE RATES**

**WHEREAS**, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

**PREVAILING WAGE ACT AMENDMENT:** HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

23. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).
26. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- A. The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- B. Commercial General Liability Insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

1. Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- C. Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- D. Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- E. Umbrella Liability:  
Aggregate Limits \$2,000,000

***Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.***

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

**27. BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

**28. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

**29. FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

**30. CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
  - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
  - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
  - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

## **STATEMENT OF WORK** For **LAWN MAINTENANCE SERVICE**

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### **OVERVIEW**

The County of Kane is seeking to retain the services from a qualified and experienced Vendor for lawn and landscaping maintenance, at various Kane County Government complexes.

### **Scope of Work**

1. Landscape maintenance and lawn mowing shall be performed weekly for approximately thirty occurrences (30 times) per year. This is a two (2) year contract effective from April 20th through November 9<sup>th</sup>, of each year starting in 2011 and expired 2012, with option to extend for two (2) additional one- year renewal periods, if mutually agreed upon by both parties. Kane County reserves the right to change the commencement of contract period.
2. This contract contains thirteen (13) locations. Bids shall be based upon landscape maintenance, mowing of lawn areas, and an additional service as specified, for approximately thirty (30) occurrences. Location 8 and 12 required mowing 1 for every two weeks.
3. Price shall be a flat fee for all thirteen (13) locations which includes all services per occurrence as specified in part one (1) through part five (5). A separate pricing is required for fertilization per occurrence as specified in part six (6) and seven (7) for locations 1 – 7 of the main bid. Aquatic's algae/weed control and treatment apply to location 13, at the Judicial Center's pond only.
5. Vendor is responsible for all field measurement and site inspection for mow-able acres. Attendance at the pre-bid meeting is recommended.
6. Service ticket for completed service whether for mowing, edging, cultivating and weeding, pruning, clean-up, fertilization, and all additional services shall be faxed or emailed within 24 hours of each occurrence to attention of Kane County Building Supervisor @ 630-587-1688. All invoices must reference the service ticket number and invoiced within five (5) days.

### **MAIN BID**

#### **Location 1 - KANE COUNTY JUDICIAL CENTER**

The Judicial Center is locate at 37W777 Rt. 38, IL, 60175

#### **Location 2 - KANE COUNTY SHERIFF DEPARTMENT**

The Sheriff Department is locate at 37W755-A Rt. 38, St. Charles, IL 60175

#### **Location 3 - KANE COUNTY DIVISION OF TRANSPORTATION**

The Division of Transportation is located at 41W011 Burlington Rd., St. Charles, IL 60175.

Location 4 - KANE COUNTY HEALTH DEPARTMENT

The Health Department is located at 1240 N. Highland Ave., Aurora, IL 60506

Location 5 - KANE COUNTY HEALTH DEPARTMENT

The Health Department is located at 1330 N. Highland Ave., Aurora, IL 60506

Location 6 - KANE COUNTY GOVERNMENT CENTER

The Government Center is located at 719 S. Batavia Ave., Geneva, IL 60134

Location 7 - KANE COUNTY ANIMAL CONTROL

The Animal Control is located at 4060 Keslinger Rd., Geneva, IL 60134

- Mowing of fescue area once a month at west of the building and south of the parkway from May 1<sup>st</sup> to October 31<sup>st</sup>.

***Locations #8 – #11 required mowing service per part 1 of the specification.***

Location 8 - KANE COUNTY OLD JAIL LOCATION and CEMENTRAY

The Old Jail is located at 777 E. Fabyan Pkwy., Geneva, IL 60134

- Mowing of fescue area **once every two weeks** from May 1<sup>st</sup> to October 31<sup>st</sup>.

Location 9 - KANE COUNTY ADULT CORRECTION CENTER (New Jail)

The Adult Correction Center is located at 37W755 IL Rt. 38., St. Charles, IL 60175

- Mowing of fescue area once a month from May 1<sup>st</sup> to October 31<sup>st</sup>.

Location 10 – HEALTH DEPARTMENT (Vacant Lot)

Next to 1330 N. Highland Ave., Aurora, IL 60506

- Mowing of fescue area once a month from May 1<sup>st</sup> to October 31<sup>st</sup>.

Location 11 - KANE COUNTY JUDICIAL CENTER

The Judicial Center is located at 37W777 Rt. 38, IL, 60175

- Field Mowing of fescue area once a month starting at Peck to Britcher from May 1<sup>st</sup> to October 31<sup>st</sup>.

Location 12 - KANE COUNTY SHERIFF (Sub-Station)

The Sheriff Sub-Station is located at Farnsworth Rd, Aurora, IL, 60506

- Field Mowing of fescue area **once a in every two weeks** from May 1<sup>st</sup> to October 31<sup>st</sup>.

Location 13 - KANE COUNTY JUDICIAL CENTER (POND)

The Judicial Center is located at 37W777 Rt. 38, IL, 60175

- Aquatic weed/algae control and treatment service per occurrence from May 1<sup>st</sup> to October 31<sup>st</sup>.

SPECIFICATION

**Technical Requirements**

**I. PART ONE - MOWING**

(Vendor is responsible for measurement of locations 1-11 for mowable acres).

**A. PROJECT CONDITIONS**

1. Do not mow, walk or use any piece of equipment on turf areas when frost is present.
2. Do not mow any turf areas if they are saturated with water or standing water is present. Mowing shall be delayed until excess moisture has drained.
3. Mowing equipment shall be properly maintained at all times. Mower blades shall be kept sharp.
4. Prior to mowing operations, all paper and small debris shall be picked up and properly disposed of.
5. All mowing operations shall be completed in such a manner as to prevent damage to turf, nearby trees, shrubs, ground covers, structures, site fixtures and parked vehicles.
6. Actual weather conditions will dictate the timing of the mowing operations.
7. Bids shall be based upon landscaping maintenance and mowing of lawn areas as specified per thirty (30) occurrences during this contract.

**B. TRACTOR MOWING**

1. Do not mow turf under wet conditions.
2. When conditions are favorable for using large mowing equipment, the mowing pattern or direction shall be altered 90 degrees from the direction of the previous mowing.



### C. INTERMEDIATE WALK BEHIND MOWING

1. Intermediate sized (30-62") walk behind power drive turf mowing equipment shall be used in all large, open turf areas except those designated to be maintained using tractor turf mowing equipment. When conditions are too wet to allow for the use of this equipment, and it is not feasible to delay mowing operations, small 18-30" equipment shall be used to minimize turf damage. With each mowing, the pattern or directions shall be altered 90 degrees from the direction used during the previous mowing.
2. Turf height shall be maintained at 2 ½ - 3" with no more than 1/3 of the grass blade removed per cutting. All adjacent areas, whether paved or landscaped, shall be left free from clippings.

### D. HAND TRIM MOWING

1. In areas that do not allow the use of intermediate, walk behind equipment, trim turf mowing equipment with a cutting width of 18 - 22" shall be used. In addition, areas that have excessive slope or that are prone to scalping shall be mowed using small trim mowers.
2. Turf height shall be maintained at 2 ½ - 3" with no more than ½ of the grass blade removed per cutting. All adjacent areas, whether paved or landscaped, shall be left free from clippings.

### E. LINE TRIMMING

For all turf areas inaccessible to mowers, a line trimming unit shall be used. This may include, but is not limited to: areas along walks, bed edges and fences, and areas around water features. Line trimming shall be performed in a manner that cuts the grass glades approximately to the same height as the mower operations. The clippings shall be picked up or dispersed so as not to be noticeable. Damage to the base of plantings or other site features from the line trimming unit is not acceptable.

### F. REMOVAL OF CLIPPINGS

1. To reduce the amount of grass clipping build up in highly visible areas, or in areas where turf is surrounded by other features, clipping removal will be necessary when using the intermediate walk behind and trim mowers. These areas include, but are not limited to: Parking lot turf island, entry drive median strips and areas directly adjacent to pedestrian thoroughfares.
2. To minimize the necessity of clipping removal, initial passes with mowers should be made so that the discharge chute on the mower points away from planting beds, tree rings and other site features. It is the responsibility of the Contractor to remove or disperse any

accumulation of clippings in planting beds or along walkways and parking lots that result from the mowing operations.

3. Clipping removal is not necessary when tractor mowing, unless clippings create unsightly conditions or cause damage to the turf through excessive surface accumulation.
4. It is the Contractor's responsibility to follow state or local ordinances regarding the removal and disposal of all landscape debris.

## II. **PART TWO - EDGING OPERATIONS**

- A. **SIDEWALKS** - Minimum six (6) occurrences.

Sidewalks shall be edged using a gas powered edger with metal blade in all areas where paved pedestrian walkways are bordered by turf. Upon completion of the edging operations, turf edge shall be at least 3/8", but not more than 5/8" back from the edge of the paved walk. All debris shall be removed from turf and pavement upon completion of this operation. To ensure a uniform appearance, the entire site shall be edged in one operation.

- B. **CURBS** - Minimum six (6) occurrences.

In all areas where curbs are bordered by turf, all curbs shall be edged using a gas powered line trimmer. Line trimming shall be performed in a manner that keeps the grass from intruding onto the curb and cuts it at approximately the same height as the mower operations. The clippings shall be picked up or dispersed so as not to be noticeable. Scalping of turf is unacceptable.

- C. **SHRUB BEDS** - Minimum four (4) occurrences.

All shrub beds shall be edged using a straight blade or round blade edging tool. When straight lines are required, a string line shall be used. A clean edge no more than 2" in depth shall be maintained. The excess soil shall be shaken off any turf removed during this operation and the remaining debris disposed of by the maintenance contractor.

- D. **TREE RINGS** - Minimum four (4) occurrences.

All trees growing in turf areas shall have tree rings established and maintained. Tree rings shall be edged using a straight blade or round blade edging tool. A clean edge no more than 2" in depth shall be established. The excess soil shall be shaken off any turf removed during this operation and the remaining debris disposed of by the maintenance contractor. All tree rings shall be circular in shape with an equal radius on all sides of the tree.

The size of the tree ring shall be proportional to the trunk diameter of the tree, but in no case shall they be wider than 6' nor less than 28" in diameter. Care should be taken to avoid piling of mulch or soil around the base of the plant.

- E. PERENNIAL BEDS - Minimum four (4) occurrences. All perennial beds shall be edged using a hand tool such as a straight blade or round edging tool. When straight lines are required, a string line shall be used as a guide. A clean 2" edge shall be maintained. The excess soil shall be shaken off any turf removed during the operation and the remaining debris disposed of by the maintenance contractor. Circular beds shall be maintained so that an equal radius is kept throughout the bed.

### III. **PART THREE - CULTIVATION AND WEEDING**

- A. SHRUB BEDS AND TREE RINGS - Minimum four (4) occurrences.
  - 1. The maintenance contractor shall be responsible for the periodic weeding of any tree rings, flower beds or shrub beds.
  - 2. Beds shall be hand weeded or chemically treated to provide a weed-free appearance.
  - 3. All planting beds and tree rings shall have existing mulch raked and leveled periodically to create a fresh appearance.
  - 4. Pre-emergent weed inhibitor, such as Rhonstar 2G or equivalent may be applied to planting beds and tree rings to help control weeds.

### IV. **PART FOUR - PRUNING OPERATIONS**

#### A. GENERAL COMMENTS

Pruning operations shall promote the desired appearance and enhance plant health, maintain natural shape, limit size of plant, remove suckers, display attractive bark, improve flowering, and rejuvenate old shrubs. All required pruning should take place twice per year for all shrubs, and once per year for all trees, the first pruning in May-June and the second pruning in August-September.

#### B. SHRUBS.

The maintenance contractor shall provide a complete and horticulturally correct shrub pruning program. A combination of shearing and selective hand pruning shall be performed during specific periods of the season as conditions warrant. When planted in masses, shrubs shall be allowed to grow together to fill the bed. Do not shear into individual "gumdrop" or "gumball" shapes. Shearing shall only be done to maintain a neat, uniform appearance and to keep shrubs growing within their intended space.

1. When plants are sheared, the maintenance contractor must provide selective hand pruning to regenerate new plant parts, eliminate dense plant crowns and to encourage the development of more balanced plant growth. All debris generated during pruning operations shall be disposed of by the maintenance contractor.

D. TREES

A complete and balanced pruning program shall be provided for all shade trees (under 15' in height) on the site. All dead, damaged, diseased, crossing, rubbing or otherwise unhealthy plant parts shall be removed. Recognized horticultural practices shall be followed including the use of clean, sharp tools. Plant parts shall be cut at the branch collar. Birches, alders, maples and pines shall not be pruned until after June 1st. Any debris generated during pruning operations shall be disposed of by the maintenance contractor.

E. EVERGREEN SHRUBS

Pruning of evergreen trees shall consist of the removal of dead, damaged or diseased plant parts. Cuts shall be made at the branch collar.

V. **PART FIVE - CLEAN UP**

A. SPRING

Spring clean-up shall include the removal of debris accumulated over the winter from all shrub beds, turf areas, groundcover beds and flower beds. Procedure shall be completed before regular seasonal maintenance begins. Perennial grass at the Government Center is to be cut down.

B. FALL

Maintenance contractor shall remove all leaf and litter debris that accumulates on turf and in shrub, groundcover and flower beds. Perennials should be cut back. All debris shall be disposed of following Owners refuse guidelines and any municipal, county or state codes that apply.

C. WALKS AND CURB LINES

Maintenance contractor shall remove all debris that accumulates in and along all walkways and curb lines. Method of cleaning may be by hand or gasoline powered blower or vacuum. Any debris shall be disposed of by the maintenance contractor.

## VI. PART SIX - FERTILIZATION AND CHEMICALS

### A. GENERAL COMMENTS

1. All fertilizations and herbicide applications shall be performed by trained, licensed technicians. Notice of application to the Owner is required prior to applications.
2. It is the contractor's sole responsibility to see that no damage occurs to any plant material or retention pond water from the use of these EPA approved chemicals.

### B. TURF FERTILIZATION & WEED CONTROL

1. Weed and Feed lawns three (3) applications per year. Early spring, late spring, and early fall.

Contractor must contact Chief Building Engineer for sign off before application. Brand of fertilizer to be named by Kane County.

#### a. **Fertilizer formulation**

- Spring = 28-2-3 w/ Crabgrass control
- Late Spring Summer = 28-2-3 w/broadleaf weed control (Trimec) + 2% FE
- Fall = 24-4-12

2. Adjust the exact timing, frequency and rate of application to meet horticultural conditions as indicated by soil tests.
3. Individual applications to consist of 1 lb., N/1000 square feet.
4. Sweep all sidewalks after application.
5. Exercise care to ensure that the fertilizer is applied uniformly. Apply fertilizer by broadcast spreader.
6. Make a weekly inspection for insects and disease problems of all turf areas and trees.

### C. PEST AND DISEASE CONTROL

1. Make a weekly inspection for insect and disease problems of all turf areas and trees. If infestations are present, notify the County in writing immediately.
2. Contractor is responsible for diagnosing problems and applying correct pesticide spray to alleviate problem.
3. One (1) application of a season long preventative grub control.

**D. TREE RINGS AND SHRUB BED PRE-EMERGENT WEED CONTROL**

A pre-emergent, broad spectrum herbicide shall be applied once per year to all tree ring and shrub bed areas. Prior to application, the maintenance contractor shall report the product name and rate of application to Owner.

**E. SHRUB FERTILIZATION**

An application of a 10-10-10 ratio dry granular fertilizer should be applied to all shrub bed areas once per season. Rate of application will be (5) pounds per 1,000 square feet and should be distributed evenly over entire area. Material may be applied prior to the first cultivation to allow for proper incorporation into the soil.

**VII. PART SEVEN - TREE FERTILIZATION**

Maintenance contractor shall provide a complete fertilization program for all shade and ornamental trees smaller than 8" in diameter. The analysis of the fertilizer used should be a 28-18-8 high acid formulation that is applied using the liquid injection method. Rate of application should be based on manufacturer's recommendations. Trees shall be fertilized in fall after leaf drop.

- a. A total number of 76 trees (smaller than 8 ½") requires fertilization. (Loc. 2 - Sheriff has 38 trees, Loc. 6 - Government Center has 6 trees, and Loc. 7 - Animal Control has 32 trees).

**VIII. PART EIGHT - AQUATIC ALGAE/WEED CONTROL & TREATMENT**

This special service required at Kane County Judicial Center's pond location only. Locations 13 on the response form.

**IX. CONTRACT**

**A. Contract Terms:**

This is a two (2) year contract with option to extend for two (2) additional one-year renewal periods, if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference to Statement of Work, for contract commencement date.

**B. Illinois Non-Appropriation Clause:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given a 30 day notice of intent to cancel.

**C. Termination for Clause:**

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to set off for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services.

In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

**D. Complaint and Dispute Resolutions:**

The contractor and/or his supervision shall meet with the Custodial Supervisor, Facilities Manager, or other County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

For Kane County, the Contractor shall faithfully perform all work as set forth in these specifications. If the contractor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the contractor and the Facilities Manager, or other appointed designate, the dispute may be resolved by Kane County Director of Purchasing.