



## Notice to Service Providers

# LANDSCAPE MAINTENANCE SERVICES #1030

A **Formal Invitation to Bid** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>.

**Brief Description:** The City of St. Charles is seeking bids for a five-year contract for annual landscape and bed maintenance services. This is a community-wide service that is available to all residents throughout the City.

**Targeted Timeframe (subject to change without notice)**

ITB published	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	Mon. February 18, 2019
Questions due prior to 8:00am	<a href="mailto:Procurement@stcharlesil.gov">Procurement@stcharlesil.gov</a>	Thur. February 28, 2019
Answers published	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	Fri. March 1, 2019
Responses to ITB due prior to 10:30am	reference sealed bid label	Wed. March 6, 2019
There will be a public opening at St. Charles City Hall: 2 E. Main Street, St. Charles, IL 60174		
Bids will be awarded via public meeting by the end of March 2019		

**Bid Bond** of 10% is required with response.

This is annual and routine maintenance work and does not coincide with a public works project.

As landscape maintenance work, this bid is not considered covered under the Illinois Prevailing Wage Act.

**Service Period:**

May 1, 2019 – April 30, 2024

**Solicitation Document includes:**

- Notice to Service Providers
- Section 1: Instructions to Offerors for Services
- Section 2: Special Provisions for Services
- Section 3: **Requirements and Specifications**
- Section 4: Response Documents
  - Page 1: Response Cover Page
  - Page 2: Response Signature Page
  - Page 3: Response Cost Proposal Page
  - Page 4: Certification of Compliance
  - Page 5: **Service Provider Response Requirements**
  - Page 6: Customized Mailing Label for Sealed Submittal
- Section 5: Award Document
  - Exhibit A: This solicitation document and all addenda
  - Exhibit B: Awarded Offer and Clarification Documents
  - Exhibit C: Insurance Requirements
  - Exhibit D: Change Order Document

# INSTRUCTIONS TO OFFERORS OF CONSTRUCTION SERVICES

Solicitations are open to all qualified businesses actively engaged in providing the related services specified and inferred. Active engagement will be verified via references.

## **SOLICITATION PROCESS**

### **Invitation to Bid:**

1. The City of St. Charles website, [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals) is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Offeror to seek clarification of any requirement that may not be clear. Questions concerning this invitation shall be submitted via e-mail to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) by the last date for questions as reflected on the cover page of this document. Any clarification, correction or change in the solicitation documents will be made by published Addendum. Interpretations, corrections or changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals). It is up to the Offeror to check this site for the most current addendum.
3. Offerors shall acknowledge the receipt of any addendum in the spaces designated in Section 4: Response Documents.

### **The Cone of Silence:**

4. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
5. During the period beginning with the issuance of the solicitation document through the execution of the award document, Offerors are prohibited from all communications regarding this solicitation with City staff, City consultants, City agents, City legal counsel, or elected officials.
6. Any attempt by Offeror to influence a member or members of the aforementioned may be grounds to disqualify the Offeror from participation in this solicitation.

### **Exceptions to the Cone of Silence:**

7. Written communications directed to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)
8. All communications occurring at pre-bid meetings
9. Oral presentations during finalist interviews, negotiation proceedings, or site visits
10. Oral presentations before publicly noticed committee meetings
11. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
12. Procurement of goods or services for Emergency situations

### **INVESTIGATION:**

13. It shall be the responsibility of the Offeror to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
  - a. If the sites requiring services is an area restricted from the general public, a specified pre-bid meeting will be provided for all potential Offerors to perform their inspection.
  - b. If the sites requiring services is an area open to the general public, the potential Offeror may perform their inspection at a time of their choosing.
14. Offeror shall inspect in detail the site of the proposed service and familiarize themselves with all the local conditions affecting the service and all detailed requirements.
15. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Offeror to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Offeror.

### **OFFERS:**

16. Offers must be structured as stated in the Special Provisions for Services section of the Invitation to Bid.
17. Documents should not utilize binders, folders, tabs, or papers larger than 8.5 X 11.
18. Delivery of an offer is acceptance of the St. Charles Agreement for Services (*attached*). Offers containing terms

and conditions contrary to those specified may be considered non-responsive.

- a. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified in the space designated on page 1 of Section 4: Response Documents.

19. The City shall not accept an offer:

- a. from a provider of services who is in arrears to the City
- b. which is based upon any other offer, contract, or reference to any other document or numbers not included within these solicitation documents.

**Signatures as Offer:**

20. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the Offeror constitutes an offer. If accepted by the City, the offer becomes part of the contract.

21. Offers by

- a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
- b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
- c. Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

**Withdrawal of Offers:**

22. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Division Manager at

[Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) prior to the due date.

23. Offers may not be withdrawn after the due date without the approval of the Procurement Division Manager.

24. Negligence in preparing an offer confers no right of withdrawal after opening/due date.

**Timeframe and Consequences:**

25. Offers must be received before the designated time.

26. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.

27. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

**Public Openings:**

28. Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Division Manager shall read the name of the Offeror, offered price, and note if deviations are stated. At the conclusion of the opening an *apparent* low offer will be announced.

- a. All offers will be further reviewed for responsiveness/compliance, responsibility/qualifications, and analysis of costs.

- b. Award will be contingent on deviations, alternates, city budget, and approval by City Council.

29. Results of Openings will be published on the City's website [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals) within three (3) business days of the opening.

30. Offerors are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.

31. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

**REQUIREMENTS**

**Brand Names or Equal:**

32. Specifications are prepared to describe the goods and services which the City deems to be in its best interests to

meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.

33. Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.
34. Consideration of other makes and models will be considered, provided the Offeror submits a request for pre-approval by the last date for questions as reflected on the cover page of this document. Offeror should state exactly what is proposed and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item and how the items differ. A written response in the form of a public addendum will be published on the City's website, [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals).
35. If an offer does not indicate deviations or alternatives to the requirements and specifications, the City interprets the offer as fully compliant.

**Deviations to Requirements and Alternate Offers:**

36. If the Offeror is unable to meet the minimum specifications of the preapproved products, yet believes their product/services will meet the needs of the city, the Offeror may submit an Alternate Bid inclusive of material specification sheets, performance data, or other documentation justifying consideration.
37. If an Offeror plans to submit multiple offers, each offer must be packaged separately and identified both, on the outer envelope sealed bid label, and on the cover page of the offer, in a way that can be differentiated from other offer(s).
38. The Procurement Division Manager reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within the City's recommendation to award.

**Quantities:**

39. All quantities represent an estimate of the quantity of the services to be performed and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
40. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The Offeror accepts that the quantities stated are estimates only and will not hold the City bound to said number.
41. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

**Bid Bonds:**

42. The City may require a Bid Bond/Bid Deposit if so stated on the cover page.
43. Bid Bonds/Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.
44. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of St. Charles. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Offerors.
  - a. The Bid Deposit check of the successful Offeror will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.
  - b. The Bid Deposit check of the successful Offeror shall be forfeited to the City in the event that the Offeror withdraws its offer, or neglects, refuses or is unable to enter into a contract.
45. If Offeror chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

**Environmental Requirements:**

46. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
47. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Offerors suggest recycled content products as pre-approved equivalent

alternatives.

48. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post-consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
49. To help St. Charles become more sustainable, the Offerors sustainability policy, as well as green initiatives for this specific solicitation, may be requested for consideration in the evaluation of this solicitation.

**PRICE:**

50. The price offered shall remain firm throughout the duration of the contract.
51. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
52. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, travel, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.
53. Delivery of Goods:
  - a. Shipping of Goods shall be F.O.B. Destination, Freight Pre-paid and Allowed.
  - b. Deliver goods to: St. Charles Inventory Control; 200 Devereaux Way; St. Charles, IL; 60174
  - c. When applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer.
  - d. Advance notice of 48 hours is required by calling 630-377-4421.
  - e. Deliveries must occur between 7:00am - 3:30pm.

**Discounts:**

54. Discounts of less than thirty (30) days will be considered in the evaluation.
55. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
56. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed - whichever is later.
57. Offers will be evaluated on both thirty (30) days and discount pricing.

**Taxes:**

58. Unit prices shall not include any local, state or federal taxes.
59. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
60. The City's Sales Tax Exemption Number is E9996- 0680-07.
61. The Contractor shall pay sales, consumer, use and other similar taxes.

**EVALUATION OF OFFERS**

**Receipt of One (or too few) offers**

62. If the City receives one or too few offers, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:
  - a. returned unopened to the Offeror for re-submittal at the new due date and time, or
  - b. if there are no changes in requirements, and pending agreement with the Offeror, held until the new due date and time
63. If the City does not receive any offers, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

**Evaluation Team**

64. An evaluation team will review all offers based on requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Division Manager and others as required.

**Determining Responsiveness of the Offer:**

65. Responsive Offers will be reviewed for compliance, and if compliant, will be deemed responsive.
66. Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet delivery requirements, accepting of all contract terms and conditions.
67. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.

**Determining Responsibleness of the Offeror:**

68. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.
69. Responsible Offerors' Qualifications will be reviewed, and if qualified, will be deemed responsible.
  - a. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.
  - b. Upon request by the City, Offerors shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...
  - c. Offeror may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
  - d. Offerors may be required to effect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
  - e. Offerors are required to provide a minimum of 5 (five) references. The City reserves the right to contact said references or other references that may be familiar with the Offeror.
    - i. The City will contact references to verify Offeror's ability and skill to perform the work required based on: past work of similar nature, quality of work, quantity and timeliness of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the contractor's character, integrity, and reputation for good judgment.
70. The City reserves the right to eliminate an Offeror who has not demonstrated the required years of service within the required specialty.
71. The City reserves the right to eliminate an Offeror who cannot reasonably demonstrate the ability to perform the work to the satisfaction and standards of the City, as determined by the City. This includes the ability to maintain staff and equipment as well as the ability to demonstrate processes and procedures to successfully complete the work.
72. The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.
73. If the city's evaluation yields a concern with the potentially recommended Offeror's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.

**Cost**

74. Cost of offers deemed both Responsive and Responsible will be reviewed by the evaluation committee.
  - a. When there is a Base Bid and Alternates, the low Offeror shall be the lowest responsive and responsible offer submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the Offeror presenting the best alternatives for the city.
  - b. When there is a Base Bid and Options, the low Offeror shall be the lowest responsive and responsible offer submitted for the best combinations for the city.

**Waivers and Rejections of Offers:**

75. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer.

The City may conduct discussions with Offerors to further clarify the offer as may be necessary. Clarification and/or correction of the offer shall be effected by submission to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) of the corrected page of the offer with changes documented and signed. Receipt must be within 3 hours of request.

76. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
77. The City reserves the right to accept or reject any offer in which the Offeror names a total price for all the work without breaking down requested costs such as, but not limited to, material costs, labor costs, overhead, profit, and project phases.
78. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation.
79. Reasonable grounds for believing that an Offeror is interested in more than one offer may result in rejection of all offers in which the Offeror is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
  - a. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting an offer for work. However a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
80. FOIA: If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

#### **Confidential Information**

81. Offerors may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Offeror's financial condition at the end of the past fiscal year, an annual report or similar.
82. Offerors may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:
  - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
  - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
83. \*\*\*Offerors considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

#### **Tie Bids:**

84. Should identical low, responsive and responsible submittals be received from two or more vendors, quality and service being equal, the city shall exercise one of the following tie breaking methods:
  - a. Tie Bid (two suppliers; 1 local and the other non-local): The local vendor shall be recommended for award.
  - b. Tie Bid (two suppliers – each non-local): The Procurement Division Manager, with a witness present, will flip a coin with heads representing the vendor whose name appears first in alphabetical order. If the toss is heads, said vendor will be recommended for award.
  - c. Tie Bid (three or more suppliers): The Procurement Division Manager, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each vendor cut the cards. The vendor who cuts the highest card (with Ace high) shall be recommended for award.

## **AWARD**

85. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations, price and other factors considered.
  - a. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling, ordering lead times, equipment maintenance costs, standardization, demands on project management resources, soft costs of contract management and items typically identified with and relating to a "Life Cycle Cost Analysis".
86. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
87. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
  - a. Offeror may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.

## **REQUIREMENTS IF AWARDED THE WORK:**

### **Contract**

88. The successful Offeror is required to enter into a contract with the City covering all matters set forth in the solicitation document, and addenda.

### **Registration**

89. The successful Offeror, prior to the execution of the Purchase Order, or no later than 10 days after receipt of the contract , must be registered to do business in the State of Illinois.

### **Insurance:**

90. The successful Offeror will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
91. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the contract.
92. The Offerors obligation to purchase stated insurance cannot be waived by the city's action or inaction.

### **Bonds:**

93. The successful Offeror, if awarded by contract, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm).
94. Surety must be in compliance with any bond requirements mandated by the State of Illinois.

### **Security Clearance:**

95. Background checks inclusive of finger printing may be required for contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate background checks with the police department. Said list should include staff to cover absences or reassignment.
96. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.
97. The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of St. Charles for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared for work; equipment and personnel do not enter facilities except as required during the progress of the work.
98. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for

work within secure areas. The City must be provided written notice prior to time of replacement.

**Audit:**

99. The successful Offeror may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

**PROTESTS:**

100. Any Offeror who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
- a. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Division Manager no later than the last date for questions as reflected on the cover page of this document.
  - b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Division Manager no later than three business days after results are publicly posted.
101. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
102. A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
- a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Offeror filing the protest.
  - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
103. Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
- a. The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
  - b. Appeals of the Procurement Division Manager's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
  - c. The City Administrator's decision is final.

**OTHER ENTITY USE:**

104. Although this solicitation is specific to the City of St. Charles, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the Kane-DuPage-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.
105. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Offeror.

# Special Provisions for Services

## **Part 1: REGARDING THE SOLICITATION PROCESS:**

### **A) Submittal Structure:**

- 1) Response Cover Page will be page 1 of your submittal (*attached*)
- 2) Response Signature Page will be page 2 of your submittal (*attached*)
- 3) Response Price Proposal Page will be page 3 of your submittal (*attached*)
- 4) Certification of Compliance will be page 4 of your submittal (*attached*)
- 5) Response Requirements (*attached*), and the requested attachments, will be page 5+ of your submittal
- 6) Submit all of the below in one sealed envelope identified with the enclosed label:
  - a. 1 original for Procurement
  - b. 1 original for Project Manager
  - c. 1 file copy via USB Flashdrive for Procurement identified with solicitation # and project name.
  - d. If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
    1. 1 redacted original identified as REDACTED ORIGINAL
    2. 1 file copy on the same above USB Flashdrive, identifying file as REDACTED ORIGINAL

### **B) Service Provider Response Requirements** (*reference Proposal Response Documents page 5*)

### **C) Cost Proposal** (*reference Proposal Response Documents page 3*)

## **Part 2: REGARDING THE SERVICE**

### **D) The St. Charles Agreement for Services** is attached for reference at the end of this document.

### **E) Contract Administration:**

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the city's Project Manager.
  - a. The Project Manager's primary responsibility is to assure the city receives the services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

### **F) Communications Plan:** The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered... The updates can be in person or over the phone, at the discretion of the city.

### **G) Change Order Procedure:** The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the city approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the city and the service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be

confirmed as a contract amendment.

**H) Payment:**

- 1) Services shall be invoiced monthly, following collection cycle.
- 2) Authorization of payment requires receipt of service providers invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

**I) Service Issues:** The service provider shall not be reimbursed until services are compliant.

# Requirements and Specifications

## **SERVICES SUMMARY**

The City of St. Charles is seeking proposals and statements of qualifications from interested companies for landscape and bed maintenance services in accordance with the attached specifications.

## **INTENT**

As a matter of good public policy, the City of St. Charles Public Works Department provides Landscape and bed maintenance services to the community. These services act in accordance with the City's mission of providing well maintained and manicured landscape areas and planting beds. As a result, the community will enjoy the benefits of neatly kept landscape areas and downtown beautification efforts. The exact amount of services contracted will be based on proposal costs received and budgeted. Landscape and bed maintenance services will be throughout the City of St. Charles within the city limits.

## **SCOPE OF WORK**

Work will include but not be limited to the bi-weekly and monthly maintenance of City landscape areas including, City buildings, parking lots, ROW's, planting beds, and individual planter pots. Contractor work may also entail the design, site preparation, installation and post planting care (mulching/watering) of a variety of plant material and floral arrangements displayed in planting beds, large concrete planters, and hanging baskets within the city limits. Such enhancements may occur at city owned properties including; City of St. Charles Municipal Center, Public Works Complex, parking garages, parking lots, City ROW's, and City street medians.

The contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles and transportation services required to perform and complete the landscape services in defined areas within the corporate limits of the City of St. Charles for the duration of the contract.

Such services shall be performed within the corporate limits of St. Charles and any territory hereinafter annexed thereto, all in strict accordance with the contract. The contractor is responsible for any and all damage to any properties, which are a result of contractor's actions. The contractor shall repair or replace any and all property damaged due to contractor's work. All work shall be performed by experienced personnel directly employed by the contractor.

The contractor shall provide management and technical supervision through competent supervisors as required to implement the required contract. The contractor shall be responsible for the skills, methods, and actions of the contractor's employees and for all work. The contractor shall employ a sufficient number of staff to ensure performance of the work described.

## **CONTRACT PERIOD**

The agreement covers a period of five (5) years, beginning on May 1, 2019 and extending to April 30, 2024. The City shall have the option to cancel and void the agreement at any time during the contract period based on a thirty (30) day notice provided. Such cancellation of the contract may occur if the contractor fails to comply with contract language and or fails to meet City work and production standards.

## **DISPOSAL OF MATERIAL**

The contractor shall legally dispose of all waste material generated through Landscape Maintenance services operations on City Property as directed by the City.

## **DOCUMENTATION**

The contractor shall keep accurate records concerning all of his/her employees or agents and provide the city with names and telephone numbers of employees to contact in an emergency. The contractor shall complete a summary report indicating work performed; including maintained and or new plantings. These reports shall be submitted to the City Public Services Manager or designee. This report should also contain a description of work performed, including man-hours, equipment, and any additional work, which the contractor deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City.

## **STANDARD OF PERFORMANCE/ WORKMANSHIP**

The Public Services Manager shall be the sole judge as to the adequacy of the work. It is the intent to call for the highest level of quality in landscape services. All landscape services shall be performed by a person(s) with at least one (1) year of relevant experience, and directly employed and supervised by the contractor. Such contractor shall have at least five (5) years of relevant experience in landscape services. The contractor shall have adequate equipment and employ adequate staff to accomplish the work specified. All work shall be performed with the utmost concern for safety of both the workers and the public. The contractor shall submit project references with contact persons and a telephone number where said person(s) may be contacted. Relevant experience shall include, but not be limited to, having performed similar landscape services to those required by the City of St Charles. Each employee of the contractor shall wear a uniform that has been approved by the Public Services Manager, which clearly identifies the contractor's company and the employee. Such uniform shall be consistent for all workers and shall be worn at all times while performing work as per this contract documents. Said uniform shall be kept in a neat and orderly manner. Any vehicles regularly used by the contractor or those persons representing the contractor's company, shall be in proper working order and in a good state of repair, and shall clearly present the contractor's company name, address, and telephone number of local office. The contractor shall perform work herein provided for under the direction of, and to the satisfaction of, the Public Services Manager. If any work does not meet the standards specified, the contractor will be responsible for correcting such deficiencies as directed by the Public Services Manager at no additional cost to the city.

## **SUBMITTALS AND INSPECTIONS**

The Public Services Manager will conduct regular inspections of the contractor's work. The Public Services Manager may meet with the contractor to evaluate the contractor's services. During such meetings, the contractor's past billings may be reviewed for compliance with the contract. The Public Services Manager shall furnish the contractor a work schedule or maps showing the proposed locations, and approximate dates and times for the work to be performed. Should the contractor wish to later modify this schedule, a written request must be submitted to and approved by the Public Services Manager prior to the revised work and or schedule becoming effective.

## **LANE CLOSURES AND TRAFFIC CONTROL**

Any contemplated lane closures must have prior approval by the city. Should the contractor desire to close a traveled lane of any roadway to accomplish the work on this contract, such lane closure shall be reviewed and approved by the city before proceeding. Proper warning signs, barricades, and other protective devices must be on hand and used by the contractor before work may commence. These shall be in accordance with the Manual of Uniform Control Devices. If the street is not properly barricaded and proper signs installed when performing work, the city will stop work until the proper signage is in place.

## **VEHICLES AND EQUIPMENT**

The contractor shall furnish a complete list of vehicles and equipment to be used in servicing the contract as required by the city. The city reserves the right to request descriptive literature or specification sheets for each type of vehicle or equipment listed as it deems necessary to properly administer specifications of the contract. Upon request of the city, the contractor shall demonstrate the equipment is suitable for the proposed services. The contractor shall notify the city if there is any change in the number of vehicles or equipment being used. All vehicles and equipment shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each working day. No vehicle or equipment shall be operated on St. Charles a street that leaks any fluids from the engine or working mechanism. In the event that any vehicle or equipment is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

## **NON-ASSIGNMENT**

The contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the city.

## **SAFETY, ACCIDENT PREVENTION AND NOTIFICATION**

The contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training. In the event of accidents

of any kind that involve the general public and/or private or public property in St. Charles, the contractor shall immediately notify the Public Services Manager. Upon request of St. Charles, the contractor shall provide such accounting of details and/or copy of written accident reports as St. Charles may require.

**EMPLOYEES AND CONDUCT**

The contractor shall undertake to perform all landscape services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office. The contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor’s prescription, by its drivers and crewmembers while on duty, or in the course of performing their duties under this contract. In the event that any of the contractor’s employees is deemed by the city to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, the, upon formal written request of the city, the contractor shall remove such employee from work within St. Charles and furnish a suitable and competent replacement employee. The contractor’s crewmembers shall be attired at all times in a neat and professional manner. St. Charles has the right to require or define what shall be considered suitable work clothes for the contractor’s employees. The contractor’s drivers and crewmembers shall be attired at all times in a neat and professional manner. St. Charles has the right to require or define what shall be considered suitable work clothes for collection employees. All vehicle operators shall carry valid Illinois state driver’s licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

**NON-PERFORMANCE OF SERVICE**

If the contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the city reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the city’s judgment, sufficient cause has not been demonstrated, then the city shall service notice either personally or by affixing such notice to the premises of the servicing location of the contractor stating that this contract shall be deemed in default if the contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the contractor has not taken corrective action, the city shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The contractor shall be liable for any costs incurred by the city to correct such default. Notwithstanding or foregoing, the city shall further reserve the right to terminate this contract.

**SERVICE LOCATIONS AND POINTS OF CONTACT**

The contractor shall establish and maintain an office through which it may be contacted directly, where city personnel may telephone or send inquires and complaints, and where the city personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during normal business hours. The contractor shall also notify the city of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with city personnel to resolve problems.

**SITE LOCATIONS & WORK SPECIFICATIONS. \* INDICATES DOWNTOWN DISTRICT AREAS. (AREA MAPS ATTACHED WITH BID PACKET)**

<b>AREA ID</b>	<b>DESCRIPTION</b>	<b>MAINTENANCE FREQUENCY</b>
1A *	City Hall South Checkerboard Lot	Bi-Weekly
1B *	City Hall North Lot	Bi-Weekly
2 *	Police Station Lot/Freedom Shrine	Bi-Weekly
3 *	Century Station (Fire Station 1)	Bi-Weekly
4 *	First Street Plaza/Smallcakes Beds	Bi-Weekly
5 *	First Street Raised Planters & Beds	Bi-Weekly
6 *	Sterling Bank Beds	Bi-Weekly
7 *	History Museum Property	Bi-Weekly
8 *	East Side Parking Deck Complex	Bi-Weekly
9 *	Illinois Avenue/Riverside Avenue City Lot B	Bi-Weekly

10 *	Route 64/Second Avenue City Lot K	Bi-Weekly
11 *	Cedar Avenue/Third Avenue City Lot N	Bi-Weekly
12	Madison Avenue Islands	Bi-Weekly
13 *	Walnut Street/Third Street City Lot R	Bi-Weekly
14 *	Route 31/Cedar Street/State Street City Lot G	Bi-Weekly
15 *	Route 31/State Street Wind Emotions City Lot H	Bi-Weekly
16 *	Cedar Street/Third Street Old VFW City Lot O	Bi-Weekly
17	Riverside Avenue/Prairie Street Bridge Beds	Bi-Weekly
18	City Public Works Complex Beds	Bi-Weekly
19	City Public Works Complex four (4) Entrance Pillar Beds	Bi-Weekly
20	City Public Works Complex Jones Law Office Beds	Bi-Weekly
21	Riverside Avenue/Division Street Monument Bed	Monthly
22	South Route 31/Roosevelt Street Monument Bed	Monthly
23	North Route 31 Gateway Monument Bed	Monthly
24	Randall Road Medians (2)	Monthly
25	Westside Treatment Plant	Monthly
26	Fire Station III	Monthly
27	Fire Station II	Monthly
28	16 <sup>th</sup> Street Island	Monthly
29	Route 31/Abbeywood Drive West Median	Monthly
30	Fox Chase Boulevard Entrance Median	Monthly
31	Route 64/Thompson Middle School Bed	Monthly
32	Walnut Street/Fourth Street City Lot Q	Monthly
33	South Third Street/Gray Street Monument Bed	Monthly
34	Tyler Road West Fence Line Bed	Monthly

*\*Identifies area in the downtown business district*

Additional bed areas will be added throughout the course of this contract in the 1<sup>st</sup> Street corridor as well as at the new Police Station site. A price per square foot is requested to address new beds and landscaped areas. In anticipation of these new areas being brought online during the course of this contract, and additional areas potentially being considered, 2,000 square feet of new bed areas will be factored as part of the base bid, although the timing of implementation and actual size of the landscaped areas is presently uncertain.

## **DETAILED SPECIFICATIONS**

For the duration of the contract, beginning May 1, 2019 and ending April 30, 2024, the contractor shall meet the desired maintenance and aesthetic results for each landscape area set forth by the Public Services Division Manager. As listed in the above table, each site will require maintenance on a bi-weekly or monthly basis. **Bi-weekly site visits will be completed twice per month on the first and third week of each month. Monthly site visits will be completed during the fourth week of each month. All downtown district landscape areas shall receive maintenance on the Wednesday, Thursday, and Friday of each cycle.**

The contractor shall begin each maintenance season the first week in April with a “spring” clean-up of each site. Regular maintenance activities shall also begin the first week in April and will end the second or third week of November (weather dependent) with a final “fall” clean-up of each site.

### **SPRING CLEAN-UP (FIRST WEEK OF APRIL)**

During the First week of April in each contract year, the contractor shall perform a thorough “spring” clean-up of each landscape area. The spring clean-up will require the contractor to remove all leaf material, garbage, litter, loose plant and or woody material, and other debris from each site. Each site will require the necessary landscape equipment and tools to properly remove undesired materials and objects from the overall site, including planting beds, shrubs, trees, fence lines,

and hardscapes. Planting beds shall be efficiently raked out without causing damage and or harm to live plant material. City parking lot areas shall be clean and free of any material and debris. All removed landscape materials and debris from each site shall be disposed of by the contractor. Please note, weather dependent, contractor may be asked to perform spring clean-up duties in March if weather permits.

### **FALL CLEAN-UP (LAST WEEK OF OCTOBER)**

During the final week of October in each contract year, the contractor shall perform a thorough “Fall/Winter” clean-up of each landscape area. The fall clean-up shall consist of same work performed during the spring clean-up, however may entail the winterization of certain plant material. This will be discussed each contract year with the Public Services Division Manager.

### **APRIL 1 – OCTOBER 31 OF EACH CONTRACT YEAR**

In the month of April, the contractor shall initiate regular scheduled maintenance of all thirty-four (34) sites.

Regular site maintenance shall include the following:

- A. The removal and disposal of all weed material within in the specific site, including, raised planters, landscape beds, hardscape areas (along city buildings, parking lot pavement, sidewalks, brick paths, and curb lines). Contractor shall weed entire site by hand or by mechanical weeding methods that remove the roots.
- B. Dead, dying, diseased, and or invasive plant material shall be identified, dead-headed, and or removed. At the discretion of the Public Services Division Manager, the use of contact herbicides may be utilized to control and or mitigate noxious and other invasive plant species. Also the application of pre-emergent perennial fertilizers may be applied at the beginning of each season.
- C. Any sites that have groundcovers shall be trimmed so they meet but do not grow over walkways or outside of any landscape beds.
- D. Ornamental grasses at each area shall be neatly cut down to ground level the first week in April, and shall be again cut flush with grade during the final “fall” clean-up week in November.
- E. Knockout Roses shall be properly and carefully pruned and dead-headed in early spring. Pruning shall be done to promote new growth and properly shape plant. Contractor shall prune roses in April Cycle. Contractor may be asked to provide “winter” plant protection (mulch) around roses in November.
- F. New mulch (provided by City) shall be applied 3-4” thick to all thirty-four (34) areas during April/May scheduled maintenance cycles, unless otherwise directed by the Public Services Division Manager. Following the initial mulching, all areas shall have their mulch turned and freshened an additional two (2) times that year. Mulch in each area shall be turned the fourth week in June (prior to 4<sup>th</sup> of July Holiday) and the fourth week in August. (prior to Labor Day weekend)

In the third & fourth week in April, the contractor and Public Services Division Manager will collaborate and identify dead, dying, and diseased plants and shrubs at each area. Once a total number of replacement plant and shrub materials are determined the Public Services Division Manager will coordinate the purchase of new plant and shrub material. Once all needed materials are acquired for the season, the contractor shall be responsible for the proper installation, initial watering, and mulching. The contractor shall successfully have all new plant/shrub material installed by no later than the Friday before Memorial Day Weekend of each contract year. (Friday, May 24, 2019)

New plant/shrub installation procedures shall include the following guidelines:

- A. Mechanically or manually augment existing bed soil to an approximate 4-6” depth. Add fresh soil if bed levels need to be raised to match existing raised planter bed concrete borders. All raised planter bed soil shall be at a level that is even or slightly (1”) below the concrete border of the bed.
- B. If fresh soil is required in a raised planter, the contractor shall up-root existing plant material, raise bed soil levels to correct height, then, evenly and aesthetically re-establish all existing plants.
- C. Install plant(s) at proper depth, exposing root flare at surface or slightly above to promote positive root development.
- D. Install plant(s) in a consistent, symbiotic pattern which supports proper horticultural planting practices and is aesthetically pleasing.

- E. Remove and dispose of any applicable container(s) off site.
- F. Pinch/prune any faded blossoms.
- G. Install City-owned hardwood mulch at approximately 2-3" depth surrounding plant.
- H. Complete initial deep watering; Supplemental watering may be completed at discretion of Public Services Division Manager.



# Response Cover Page

This is page #1 of your response.

## LANDSCAPE MAINTENANCE SERVICES #1030

Based on  
Addendum # \_\_\_\_\_

**Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.**

Proposal Prepared By:		Contacts:	
Firm Name		<b>Operations</b>	
DBA		Contact Name	
Address		Contact Phone #	
		Contact E-mail	
City, St, Zip		<b>Sales</b>	
Signature		Contact Name	
Print Name		Contact Phone #	
Position		Contact E-Mail	
Phone #		<b>Billing</b>	
Fax #		Contact Name	
E-mail Address		Contact Phone #	
		Contact E-Mail	

**This business Firm is** (check one)  An Individual  A Partnership  A Corporation  An LLC

**Exceptions: (check one)**

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):



# Signature Page

This is page #2 of your response.

## LANDSCAPE MAINTENANCE SERVICES #1030

Based on  
Addendum # \_\_\_\_\_

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

### ***If an Individual***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### ***If a Partnership***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Partner

### ***If a Corporation***

By: \_\_\_\_\_  
Signature of person authorized to sign

\_\_\_\_\_  
Title

ATTEST \_\_\_\_\_

### ***If a Joint Venture***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

DATE \_\_\_\_\_

Attach seal here.



## Response Price Proposal Page

This is page #3 of your response.

### LANDSCAPE MAINTENANCE SERVICES #1030

Based on  
Addendum # \_\_\_\_\_

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

	A	B	C	D	E
Item	Price per Month	Quantity per Year	Total Annual Contract (AxB)	Contract Term	Total Contract Price (Cx D)
Bi-Monthly Areas (21 Locations)	\$	7	\$	5	\$
Monthly Areas (14 Locations)	\$	7	\$	5	\$
TOTAL	\$	7	\$	5	\$

**Price per Square Foot of Additional Monthly Landscape Maintenance:** \$ \_\_\_\_\_

**Please confirm that all fees**, inclusive of but not limited to: freight, delivery, fuel sur-charge, permits, and labor; ... are included within the above prices.  Yes  No

We will accept payment via City of St. Charles credit card.  Yes  No

We will allow a discount of \_\_\_\_\_% if payment is received within \_\_\_\_\_ days of invoice.



# Certification of Compliance

This is page #4 of your response.

(A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

(B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

(C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.

(D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

(F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

(G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

(H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

(I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

### Check One:

**There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## Service Provider Response Requirements

This, and the attached answers, is page #5 of your response.

### LANDSCAPE MAINTENANCE SERVICES #1030

Please provide the below information in the order requested, identifying each section number.

#### Experience and Capabilities

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank

#### Statement of Experience (not to exceed 3 pages)

3. How many years has your firm been in business under this name?
4. How many years has your firm been in business under: Any other name? Other ownership? Provide details.
5. What is the value of the firm's work: Completed in the past 12 months? Now under contract?

#### Work Specific Knowledge

6. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

#### Safety Risk

7. Certificate of Insurance
8. A brief explanation of the following:
  - a. A time your organization failed to complete a contract
  - b. Bankruptcy or reorganization
  - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years



**Customized Mailing Label For Sealed Submittal**

**LANDSCAPE MAINTENANCE SERVICES #1030**

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.

	<b>Sealed Submittal</b>
	<b>LANDSCAPE MAINTENANCE SERVICES #1030</b>
<b>DUE: Wednesday, March 6, 2019</b> <b>Prior to: 10:30 AM</b>	
<b>FROM:</b>	
Firm Name	
<b>TO:</b>	
<b>Receptionist / City Hall</b>	
<b>City Of St Charles</b>	
<b>2 East Main Street</b>	
<b>St Charles, Il 60174</b>	

# St. Charles Agreement for Service

## LANDSCAPE MAINTENANCE SERVICES #1030

This agreement for services ("**Agreement**") has been awarded on \_\_\_\_\_, 20\_\_\_\_ by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and \_\_\_\_\_ a (Inc/LLC/Co/sole proprietorship) ("**Contractor**"), located at \_\_\_\_\_. City and Contractor are at times collectively referred to hereinafter as the "Parties."

### RECITALS

**Whereas**, the City issued an **Invitation to Bid #1030 (Solicitation)** for services entitled **LANDSCAPE MAINTENANCE SERVICES ("Service")**;

**Whereas**, the Contractor submitted an offer ("**Offer**") in response to the Solicitation and the Contractor represents that it is ready, willing and able to perform the service specified in the solicitation;

**Whereas**, the Offer was found to meet the City's requirements as specified in the solicitation;

**Whereas**, the City awarded the Contractor the Service, **inclusive of options # \_\_\_\_\_** in a total amount not to exceed \$ \_\_\_\_\_; **[Options not listed have not been awarded.]**

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

### Article 1: Contract Documents

- A. **Incorporated Documents.** The Contract consists of this and the following attached exhibits. These attachments along with this Agreement represent the entire integrated contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
  - The City's Solicitation and all related documents is attached as **Exhibit A**
  - The Contractor's offer and all related documents is attached as **Exhibit B**
  - Insurance Coverage for Contractor and each sub-contractor is attached as **Exhibit C**
  - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. **Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

### Article 2: Services Contracted

- A. **Scope of Services.** Contractor shall provide awarded Services in accordance with the Service Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Contractor [**Exhibit B**].
- Truthful and Accurate.** Contractor represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
  - Necessary Documentation.** Contractor acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits and other information and reports.

B. **Status of Independent Contractor.** Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Service. Accordingly, the Independent Contractor shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Contractor further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Contractor is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Contract.

### Article 3: Term

- A. **Term.** This Contract commences on April 1, 2019 and terminates on April 30, 2024 / or / becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor and terminates upon completion of Service as defined in writing by the City. Alteration in termination may occur prior to completion of Service in accordance with the following conditions.
- B. **Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Contractor's principal or Contractor's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Contractor for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Contractor shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Service. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it , as is reasonably necessary in accordance with the following conditions:
- a. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Contractor is grounds for termination of the Contract. The City will notify the Contractor in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Contractor, the City has the authority to contract with an alternate contractor to complete this Contract. The Contractor shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate contractor, including any loss due to alternate contractor compensation. The City may deduct expenses and loss, due to breach, from payment to the Contractor for services already performed. Failure to deduct expenses and losses from the City's payment to the Contractor does not relieve the contractor from the Terms of this condition nor bar the City from seeking alternative legal remedies.
  - b. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Contractor with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Contractor has commenced, the termination date controls the final invoice by the Contractor for previous services under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for unappropriated funds constitutes full satisfaction for services rendered.

- c. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the contractor with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Contractor for previous services under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for convenience constitutes full satisfaction for services rendered.
  - d. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure or delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. **Stop Work.** The City may, at any time by written order, require the Contractor to stop all or part of the services required by this contract. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs applicable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

#### Article 4: Compensation

- A. **Price.** The City shall pay the Contractor for services in accordance with the amounts set forth in the Offer. **[Exhibit B]** The maximum price stated on page 1 may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form **[Exhibit D]**, and shall be attached as an amendment to this Contract.
- B. **Invoicing.** Contractor shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule making explicit the percentage of completion of services as of the date of the invoice; certified payroll; waivers of lien; packing slips; work orders; and supplier's invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to [AccountsPayable@stcharlesil.gov](mailto:AccountsPayable@stcharlesil.gov). Invoices submitted in any other manner will result in a delay of payment to the Contractor.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Contractor's invoice, whichever is more favorable to the City.
  - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
  - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Contractor's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

#### Article 5: Duties

- A. **Consent and Approvals.** The City and the Contractor represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Contractor performing work shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified and under the terms stipulated in **Exhibit C**.

- a. The Contractor shall not allow any subcontractor to commence work on this service until the same insurance has been obtained by the subcontractor and the contractor is in receipt of an approved Certificate of Insurance. The Contractor and their Subcontractors shall maintain all insurance for not less than one (1) year after completion of this contract.
- C. **Standard of Performance.** Contractor warrants that the service provided under the fully incorporated Contract, by the Contractor and any and all employees, subcontractors, consultants, or agents is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Contractor and its employees, subcontractors, consultants, or agents shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. **Best Efforts.** The Contractor shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Contractor shall remain solely responsible for the professional and technical accuracy of all construction and deliverables furnished, whether such service is rendered by the material suppliers, fabricators, subcontractors, consultants or agents. The Contractor is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to construction. Any change to the character, form, quality or extent of the Service shall be in writing on a City Change Order form, [Exhibit D] and attached as an addendum to this Contract.
- E. **Non-disclosure.** The Contractor, its employees, subcontractors, consultants, or agents may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Contractor shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. **No Duty.** The contractor shall not imply any authority to act as an agent of the City. The contractor's duties to the City are limited by express authorization under this Contract and by statute.
- G. **Hold Harmless and Indemnification.**
  - a. **Patents and Copyrights.** Contractor warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Contractor shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Contractor will, upon request of the City and at the Contractor's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Contractor.
  - b. **Loss and Liability.** The Contractor shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, consultant, or contractor hired to provide any goods or perform any services on behalf of the Contractor.

## Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Contractor agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned’s possession and/or their subcontractors/suppliers possession.
  - a. **Timeliness.** The Contractor shall provide the requested public records to the City within two (2) business days of the City’s request.
  - b. **Free of Charge.** The Contractor agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
  - c. **Hold Harmless.** Should the Contractor deny the City’s request unlawfully or request that the City utilize a lawful exemption available under FOIA, Contractor agrees to pay any and all costs connected with the defense of the Contractor’s denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Contractor agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Suppliers and Subcontractors.** The contractor may not subcontract portions of the materials and work.
- C. **Discrimination Prohibited.**
  - a. **Equal Employment Opportunity.** Contractor shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
  - b. **ADA.** Contractor shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

**Article 7: Changes to Contract**

- A. **Changes and Alterations.** Any changes or alterations to this Service, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors; shall be integrated in writing on a City of St. Charles Change Order form. [Exhibit D]
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Contractor either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** Contractor shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Agreement shall be made as follows:
 

<ul style="list-style-type: none"> <li>a. <b>If to the City</b>            City of St. Charles            Attn: Procurement Division Manager            2 East Main Street            St. Charles, IL 60174            Fax: 630.377.4487            Email: Procurement@stcharlesil.gov            Phone: 630.762.6936</li> </ul>	<p><b>If to the Contractor</b></p>
<ul style="list-style-type: none"> <li>b. <b>With electronic copies to</b>            Procurement Division Manager: Joan M. Schouten; <a href="mailto:Procurement@stcharlesil.gov">Procurement@stcharlesil.gov</a>            Project Manager: AJ Reineking; Public Works Manager; <a href="mailto:areineking@stcharlesil.gov">areineking@stcharlesil.gov</a></li> </ul>	

**Article 8: Applicability**

- A. **Other Entity Use.** The Contractor may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar project services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Contractor to strictly enforce any terms, rights, or conditions of this Contract, whether implied or expressed, shall not be construed as a waiver of such terms, rights, or conditions.
- C. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor.

**For: City of St. Charles**

By: \_\_\_\_\_  
Mark Koenan; City Administrator

ATTEST \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Joan M. Schouten; Procurement Division Manager

**For: Professional Service Provider**

***If an Individual***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

***If a Partnership***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Partner

***If a Corporation***

By: \_\_\_\_\_  
Signature of person authorized to sign

\_\_\_\_\_  
Title

ATTEST \_\_\_\_\_

***If a Joint Venture***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

DATE \_\_\_\_\_

# Insurance Requirements for Service Contractor

Exhibit C1

Prior to commencement of the services governed by this contract between the City of St. Charles (**City**) and the Service Contractor (**Insured**), the Service Contractor and each of its subcontractors, consultants and agents hired to perform the services shall provide the City with satisfactory evidence of insurance coverage.

1. At Insured's expense, Insured shall hereby secure and maintain insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's service on behalf of the City. The insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City inclusive of the Additional Insureds, with its submittal of signed contract.
  - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
  - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
  - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the services. The Service Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the defined limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the service, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
  - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Contract will terminate.



**CHANGE ORDER: LANDSCAPE MAINTENANCE SERVICES**

**Exhibit D**

**Contract/PO # \_\_\_\_\_ Amendment # \_\_\_\_\_**

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

**1. This Change Order is required due to (check all that apply):**

- Changed / Unforeseen Condition
- Errors and Omissions
- Change in Scope
- Renewal / Extension of Services
- \_\_\_\_\_

**2. The effect of this change is (check all that apply):**

- Total Cost is increased by \$ \_\_\_\_\_
- Extension of \_\_\_\_\_ (calendar / work) days
- Material is increased by \$ \_\_\_\_\_
- Extension of Completion Date from \_\_\_\_\_ to \_\_\_\_\_
- Emergency Change, not to exceed \$ \_\_\_\_\_
- \_\_\_\_\_

**3. Attachments Supporting Change Order (check all that apply)**

- Contractor's Proposal
- other: \_\_\_\_\_
- Description of Change (include Drawing if applicable)

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	<i>a</i>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	<i>b</i>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	<i>c</i>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	<i>d</i>	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	<i>e</i>	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
<i>*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required.                      *If the cumulative price change (e) exceeds \$25,000, or exceeds an approved contingency, council approval is required.</i>		<i>**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? <b>Yes or No</b></i>	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

**City Project Manager** \_\_\_\_\_ date \_\_\_\_\_

**City Administrator** \_\_\_\_\_ date \_\_\_\_\_

**Contractor/Professional Service Provider** \_\_\_\_\_ date \_\_\_\_\_

For Office Use Only