



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.o

Title:

Recommendation to Award the Bid for Five Year Landscape Maintenance Contract

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: April 22, 2019

Proposed Cost: \$39,027 (annual)

Budgeted Amount: \$40,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Public Works Department recently solicited bids for a five-year contract for the maintenance of the City's landscape beds and planters. The work includes the maintenance of 35 individual landscaped and planter areas including City buildings, parking lots, rights-of-way, medians, and planter pots from April through October each year. The work will consist of the following:

- Spring cleanup (April)
- Garbage/litter pickup
- Pruning & dead-heading
- Planter bed edge maintenance
- Supplemental planting
- Weed removal
- Mulch turning/raking
- Mulch placement
- Fall cleanup (October)

The bid was publicly posted and advertised and directly sent to eight qualified firms. The City received two responses with Pedersen Co. of St. Charles, IL being the lowest responsive, responsible bidder. Pedersen has performed landscape and forestry work for the City in the past and has generally met the City's expectations.

Attachments *(please list):*

* Bid Tabulation * Bid Specification * Pedersen Co. Bid

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the five-year contract for landscape maintenance services to Pedersen Co. in the amount of \$39,027 per year.

City of St. Charles
 2019 Landscape & Bed Maintenance Bid
 Solicitation #1030

		Monthly Rate	Quantity	Annual Rate	Contract Term	Total Contract Price
Pedersen Co. St. Charles, IL	Bi-Monthly Areas (21)	\$ 3,995.62	7	\$ 27,969.34	5	\$ 139,846.70
	Monthly Areas (14)	\$ 1,579.66	7	\$ 11,057.62	5	\$ 55,288.10
	Total	\$ 5,575.28	7	\$ 39,026.96	5	\$ 195,134.80

		Monthly Rate	Quantity	Annual Rate	Contract Term	Total Contract Price
Cornerstone Partners St. Charles, IL	Bi-Monthly Areas (21)	\$ 5,665.50	7	\$ 39,658.50	5	\$ 198,292.50
	Monthly Areas (14)	\$ 1,937.50	7	\$ 13,562.50	5	\$ 67,812.50
	Total	\$ 7,603.00	7	\$ 53,221.00	5	\$ 266,105.00

Landscape & Bed Maintenance Services

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.

PREVAILING WAGES

Prevailing Wage **will not** be required for this contract.

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

AREA ID	DESCRIPTION	MAINTENANCE FREQUENCY
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 th 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*

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 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 4th 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 # 1

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

Proposal Prepared By:		Contacts:	
Firm Name	Paul F. Pedersen Co.	Operations	
DBA	Pedersen Company	Contact Name	Bob Bols
Address	6N543 IL RT 25	Contact Phone #	815-501-7240
		Contact E-mail	bobb@pedersencompany.com
City, St, Zip	St. Charles, IL 60174	Sales	
Signature		Contact Name	John Polly
Print Name	Brittany Pedersen	Contact Phone #	847-488-0303
Position	President	Contact E-Mail	John.p@pedersencompany.com
Phone #	847-488-0303	Billing	
Fax #	847-488-0966	Contact Name	Mollie Tucker
E-mail Address	molliem@pedersencompany.com	Contact Phone #	847-488-0303
		Contact E-Mail	molliem@pedersencompany.com

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

President

Title

ATTEST _____
C. Filij

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE 3/6/19

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)	\$3,995.62	7	\$27,969.34	5	\$139,846.70
Monthly Areas (14 Locations)	\$1,579.66	7	\$11,057.62	5	\$55,288.10
TOTAL	\$5,575.28	7	\$39,026.96	5	\$195,134.80

Price per Square Foot of Additional Monthly Landscape Maintenance: \$.05

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 Pederson Company Signature [Signature] Date 3/6/19
Certification of Compliance This is page #4 of your response.



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

PEDERSEN CO.



Landscape Contracting & Management

(847) 488-0303
Fax (847) 488-0966
www.pedersencompany.com

RESUME AND REFERENCES **Maintenance**

Metro Storage Addison

1951 W. Lake St, Addison, IL

Owner/Managing Company: Metro Storage
Contact: Mark Ladd
630-592-8343
metroadd@metrostorage.com

Metro Storage Naperville

1756 N. Aurora Rd, Naperville, IL

Owner/Managing Company: Metro Storage
Contact: Gary Marshall
847-235-8966
gmarshall@metrostorage.com

Nest Student Housing (NEIU)

3659 W. Bryn Mawr Ave, Chicago, IL

Owner/Managing Company: American Campus
Contact: Joseph Rivers
773-539-1451 x107
jorivers@americancampus.com

2200 & 2201 Arthur Ave

2200 Arthur Ave, Elk Grove Village, IL

Owner/Managing Company: DCT O'Hare Logistics
Contact: Jennifer Zych
630-560-5000 x7619
jzych@dictindustrial.com

AJR

1200 Equity Dr., St. Charles, IL 60174

Owner/Managing Company: AJR Enterprises
Contact: John Duncan
630-246-3055
jduncan@ajrfiltration.com

7879 Lemont Rd

7879 Lemont Rd., Darien, IL

Owner/Managing Company: Colliers Internation
Contact: Michael Farb
847-698-8444
Michael.farb@colliers.com

PEDERSEN Co.



Landscape Contracting & Management

(847) 488-0303
Fax (847) 488-0966
www.pedersencompany.com

Statement of Experience

Paul F. Pedersen Company dba Pedersen Company
6N543 IL RT 25
St. Charles, IL 60174

1. Paul F. Pedersen Company dba Pedersen Company has been in business since 1994.
2. Paul F. Pedersen Company dba Pedersen Company was incorporated 4/1/2004. Paul Pedersen has owned the company since 1994. In 2017 Brittany Pedersen became president, Janek Pedersen became Treasurer, and Paul Pedersen is still an owner and continues to run operations as well.
3. In 2018 Paul F. Pedersen Company dba Pedersen Company reached 4.5 million. We currently have 2 million in contract sales to date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2018

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

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

PRODUCER RWC Insurance Group Ray Weidenaar & Co. 7239 W. Laraway Rd. Frankfort IL 60423-7767		CONTACT NAME: Erin Radecky PHONE (A/C, No, Ext): (815) 469-6585 E-MAIL ADDRESS: erin@rwc4ins.com FAX (A/C, No): (815) 469-6165	
INSURED Paul F Pedersen Inc dba Pedersen Company 6N543 Route 25 St. Charles IL 60174		INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Insurance Co. NAIC # 13986 INSURER B: The Travelers Companies, Inc. Group 19046 INSURER C: Arch Specialty Insurance 21199 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** #2 Updated WC 1/1/19 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6600652	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6600651	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-21N74187-18	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6611940	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
C	Inland Marine Professional Liability			SPL006147800	09/07/2018	09/07/2019	Leased/Rented	\$59,000
							Aggregate	\$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G. Mark Demco

#7

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Paul F. Pedersen Company DBA Pedersen Company
6N543 Route 25
St. Charles, IL 60174

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
17771 Cowan
Irvine, CA 92614

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Mailing Address for Notices

17771 Cowan
Irvine, CA 92614

BOND AMOUNT: 10% of the total amount bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Landscape Maintenance Services #1030 - 5 Year Maintenance Contract

An annual performance and payment bond will be supplied if low bidder

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

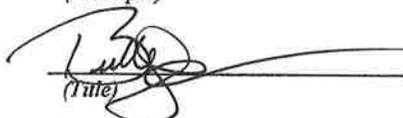
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2019

Paul F. Pedersen Company DBA Pedersen Company

(Principal)

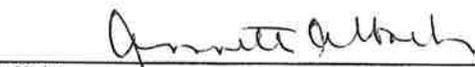
(Seal)

 President

Developers Surety and Indemnity Company

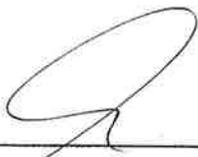
(Surety)

(Seal)



(Title) Annette Albach Attorney-in-Fact

(Witness)



(Witness)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Stephanie Shetler, Annette Albach, Jessica Albach, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

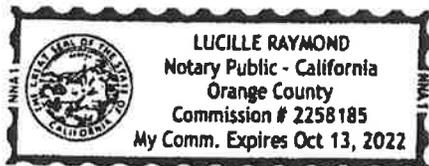
On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 6th day of March, 2019.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

