

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and Award Landscape Maintenance Contract with Cornerstone Horticultural Services Company					
	Presenter:	AJ Reineking					
Please check appropriate box:							
	Government Operations		X	Government Services 04.27.15			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$29,821.00	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>In March, the Public Services Division issued a Request for Proposal (RFP) to twenty (20) qualified landscape contractors to provide landscape maintenance services to the City at 24 different sites throughout the community. Nine contractors responded with qualified proposals and pricing. Cornerstone Partners Horticultural Services Company of St. Charles, submitted the lowest responsive and responsible pricing and it has been determined that Cornerstone Partners has the experience, equipment and expertise to perform the work within guidelines of the RFP.</p> <p>Pricing was submitted for a one (1) year contract, beginning in FY15/16, with the option to extend the contract for an additional three years at the City's discretion. Cornerstone is also the City's lawn mowing contractor.</p>							
Attachments: (please list)							
Summary of Price Proposal Results Landscape Maintenance RFP/Contract with Cornerstone Partners Horticultural Services Company.							
Recommendation / Suggested Action (briefly explain):							
Recommendation to Waive the Formal Bid Procedure and award a one (1) year Landscape Maintenance Contract with Cornerstone Horticultural Services Company in the amount of \$29,821.00 annually.							
For office use only:		Agenda Item Number: 5.i					

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Cornerstone Horticultural Company
P.O. Box 745
St. Charles, IL 60174

For the purchase of: Landscape Maintenance Services

At a combined total cost not to exceed: \$ 29,821

Reason for the request to waive the bid procedure: In March, the Public Services Division issued a Request for Proposal (RFP) to twenty (20) qualified landscape contractors to provide landscape maintenance services to the City at 24 different sites throughout the community. Nine contractors responded with qualified proposals and pricing. Cornerstone Partners Horticultural Services Company of St. Charles, submitted the lowest responsive and responsible pricing and it has been determined that Cornerstone Partners has the experience, equipment and expertise to perform the work within guidelines of the RFP.

The RFP process was utilized as a measure to gain insight into the methods and nuances of this program, being the first year that it has undergone a formal procurement process. In addition, consideration was given to the workload and availability of the contractor to ensure that proper attention was given to the weekly requirements within the specification language.

Other Quotations Received: Eight

Date: 04/27/2015

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

2015-2016 Price Proposal Results

Company	Weekly Rate	Extended Rate	Cu Yd Mulch Rate	Extended Mulch Rate (100 yards)	Total Annual Extended Price
Corner Stone Partners St. Charles, IL	\$ 845.00	\$ 23,660.00	\$ 61.61	\$ 6,161.00	\$ 29,821.00
County Wide Landscaping Elburn, IL	\$ 1,500.00	\$ 42,000.00	\$ 55.00	\$ 5,500.00	\$ 47,500.00
Classic Landscape LTD West Chicago, IL	\$ 1,890.00	\$ 52,920.00	\$ 55.00	\$ 5,500.00	\$ 58,420.00
Acres Group Plainfield, IL	\$ 2,025.50	\$ 56,714.00	\$ 48.00	\$ 4,800.00	\$ 61,514.00
D. Reithel Co, Landscaping Inc Hampshire, IL	\$ 2,142.00	\$ 59,976.00	\$ 70.00	\$ 7,000.00	\$ 66,976.00
Green Scene St. Charles, IL	\$ 2,304.00	\$ 64,512.00	\$ 65.00	\$ 6,500.00	\$ 71,012.00
Pedersen Company St. Charles, IL	\$ 3,050.00	\$ 85,400.00	\$ 40.00	\$ 4,000.00	\$ 89,400.00
Countryside Industries Wauconda, IL	\$ 3,095.00	\$ 86,660.00	\$ 60.00	\$ 6,000.00	\$ 92,660.00
Skyline Tree Service & Landscaping St. Charles, IL	\$ 7,350.00	\$ 205,800.00	\$ 50.00	\$ 5,000.00	\$ 210,800.00

City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



BUSINESS ORGANIZATION:

____ Sole Proprietor: An individual whose signature is affixed.
____ Partnership: State full names, titles and addresses of all responsible principals
and/or partners on attached sheet.
____ ✓ Corporation: State of Incorporation: ILLINOIS

Please provide your Federal Employer Identification Number (F.E.I.N.):

06-1775632

Seal (affix seal below if applicable)

	(List Name of Officers)
President	<u>Jim TUREAN</u>
Vice-President	
Secretary	<u>Jeff Randall</u>
Treasurer	

Attest:

Jeff Randall Signature of Secretary



DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.



**CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS
COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Cornerstone Partners Hort. Services (proposer) not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Cornerstone Partners Hort. Services
Name of Proposer

By: J. M. Randall
Jeff Randall

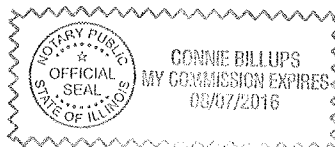
State of Illinois

SS

County of Kane

Subscribed and sworn to before me
this 11 day
of March 2015

Connie Billups
Notary Public



NOTE TO PROPOSER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11 (b).



CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposal.

Cornerstone Partners Horticultural Services

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.
3. That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.

Authorized Signature

Jeff Randall

Type or Print Name

Jeff Randall

Title

Secretary

SEAL

Instructions: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.

City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



COMPLIANCE STATEMENT

Complete this form and submit it with Form of Proposal.

Offeror's Name: Jeff Randall Signature: Jeff Randall

TO: City of St Charles, Public Works Facility
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: Cornerstone Partners Horticultural Services
Address: PO Box 745
City, State, Zip Code: ST. Charles, IL 60174
Contact Person: Jeff Randall
Telephone Number: 630 482-9950
Facsimile Number: _____

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, for the City of St Charles in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.



CITY OF ST CHARLES, ILLINOIS
TAX COMPLIANCE AFFIDAVIT

Jeff Randall, being first duly sworn,

deposes and says: that he is Officer
(Partner, Officer, Owner, Etc.)

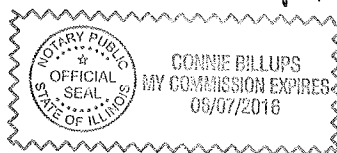
of Cornerstone Partners Hgt. Services
(Consultant)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Jeff Randall
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 11 day of March, 2015



SEAL

Connie Billups

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal



CITY OF ST CHARLES, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Jeff Randall, being first duly sworn,
deposes and says: that he is Officer
(Partner, Officer, Owner, Etc.)
of Cornerstone Pathways Hort Services
(Consultant)

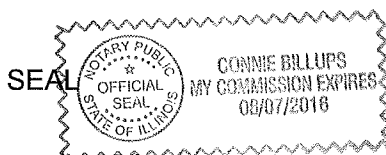
The party making the foregoing proposal or bid, certifies that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other proposer, or to secure any advantage against any other proposer or any person interested in the proposed contract.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Jeff Randall
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 11 day of March, 2015



Connie Billups
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid



REFERENCES

CITY OF ST CHARLES

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: City of ST. Charles
Address: 200 Devereaux Way
City, State, Zip Code: ST. Charles, IL 60174
Telephone Number: 630 377-4420
Contact Person: John Lochbaum
Dates of Service: May 1, 2014 - Present

Facility: Mill Creek SSA - County of Kane
Address: 719 S. Patawica Ave. Bld A
City, State, Zip Code: Geneva, IL 60134
Telephone Number: 630 485-0835
Contact Person: Mr Don Biggs
Dates of Service: 4/1/2013 - Present

Facility: Interstate Partners of IL.
Address: 90 Prairie Parkway
City, State, Zip Code: Gilberts, IL 60136
Telephone Number: 847 428-5303
Contact Person: Pete Thomas
Dates of Service: 4/1/2011 - Present



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Cornerstone Partners Hort. Services (proposer) shall comply with all local, state and federal safety standards.

Cornerstone Partners Hort. Services

Name of Proposer

By: Jeff Randall
Jeff Randall

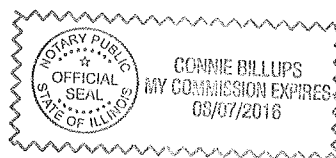
State of Illinois

SS

County of Kane

Subscribed and sworn to before me
this 11 day
of March 2015

Connie Billups
Notary Public





**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Cornerstone Partners Hort. Services (proposer) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Cornerstone Partners Hort. Services

Name of Proposer

By: Jeff Randall
Jeff Randall

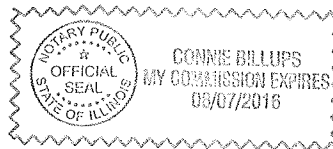
State of Illinois

SS

County of Kane

Subscribed and sworn to before me
this 11 day
of March 2015

Connie Billups
Notary Public



City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



AGREEMENT SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES

By:

Ray Rogina, Mayor

Attest:

City Clerk

CONTRACTOR: Cornerstone Partners Horticultural Services

By:

James F. Turcan, President
Print Name and Title: _____
(If Corporate: Chairman, President or Vice
President)

Attest

Jeff Randall, Secretary
Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer or Assistant Treasurer)



B. Personnel and Equipment

The approximate number of personnel who will be at the work site daily is
3

List of equipment: _____

1- F350 Ford Truck

1- 12' Wells Cargo Trailer

Echo Blower

Echo Hedge Shear

Brown Bed Redefiner

Hand Tools (Spades Shovels, Cultivators, Rakes

Hand Pruners, + Safety Equipment)

Safety Arrow Board

C. If applicable, attach copies of Certified Landscape Technician certificates



January 20, 2015

James Turcan
Cornerstone Partners Horticultural Services
P.O. Box 745
Saint Charles, IL 60174

ID: 248739

Dear James,

Thank you for your recent recertification. We commend you for your commitment to maintaining your PLANET certification every two years through the recertification process. Please find your updated wallet card that reflects the new good-through date below.

Continuing education and industry service are critical to maintaining the active status of your PLANET certification. As you know, these activities are measured in Continuing Education Units (CEUs), and you are required to report 24 CEUs earned during your two-year cycle to maintain the active status of your certification. Your next recertification is due on or before December 31 at the end of your two-year certification renewal cycle as indicated by your good-through date.

Details on the recertification process including a recertification requirements list and frequently asked questions are available on PLANET's Web site in the Recertification Center at <http://www.landcarenetwork.org/certification/recertification.cfm>. Please visit often for updates and information. A CEU submission form is located online. This completed form and your recertification fee are all that you need to send to PLANET on or before your good-through date – you do not need to send in documentation unless requested per a random recertification audit. Please keep your attendance documentation on file.

If you have questions on the recertification process or would like information on other PLANET certification programs, please do not hesitate to contact PLANET at (800) 395-2522.

Again, congratulations!

Sincerely,

David Hupman
Landscape Industry Certified Manager & Technician
Chair, International Certification Council



James Turcan
Ornamental & Turf Maintenance

Recertify by 12/31/2016

***P.S. Promote that you are Landscape Industry Certified!
Here's the link to your marketing toolkit:***

www.landcarenetwork.org/PLANET/Certification/Certificant-Toolkit.aspx

QUALIFIED • CONFIDENT • RECOGNIZED



James Turcan
Ornamental & Turf Maintenance

Recertify by 12/31/2016



CERTIFICATE OF LIABILITY INSURANCE

CORNE-3

OP ID: DA

DATE (MM/DD/YYYY)

02/24/2015

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

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

PRODUCER Critchell-Miller & Petrus, Inc. 188 Industrial Drive Suite #238 Elmhurst, IL 60126 Brian Dolewski	CONTACT NAME: Brian Dolewski PHONE (A/C, No, Ext): 630-782-1717 FAX (A/C, No): 630-782-1797 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Emcasco Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cornerstone Partners Horticultural Services Co. P.O. BOX 745 St Charles, IL 60175	NAIC # 32808

COVERAGES **CERTIFICATE NUMBER: 1** **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:	X		4D95374	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		4E95374	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			4J95374	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> 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		4H95374	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equi			4C95374	07/01/2014	07/01/2015	Limit 250,000 Any 1Item 25,000

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

The City of St. Charles is also an additional insured with respect to General Liability CG7174.3(10-13) and Auto Liability CA7270(3-07) Umbrella Liability follows form

CERTIFICATE HOLDER

CITYSTC

City of St. Charles
Public Works Facility
AJ Reineking
200 Devereaux Way
St. Charles, IL 60174

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an "insured" if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an "insured" if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."

IV. PROPOSAL/CONTRACT FORM

The undersigned Contractor offers to provide to the City of St. Charles, **Landscape Maintenance Services** conforming to the specifications, terms and conditions set forth herein.

A. Unit Prices and Extensions

Cornerstone Partners Horticultural Services

YEAR	ESTIMATED CYCLES	UNIT (WEEKLY) PRICE	EXTENSION
Base: May 1, 2015 to April 30, 2016	28	\$ 845.00	\$ 23,660 ⁰⁰
Optional: May 1, 2016 to April 30, 2017	28	\$ 845.00	\$ 23,660 ⁰⁰
Optional: May 1, 2017 to April 30, 2018	28	\$ 890.00	\$ 24,920 ⁰⁰
Optional: May 1, 2018 to April 30, 2019	28	\$ 890.00	\$ 24,920 ⁰⁰
Additional Landscape Maintenance	Hourly	\$ 31.74 per hr.	2015 --- 2016 only

Price per cubic yard of mulch: \$ 61⁶¹ installed (*Cornerstone Blended Hardwood Mulch*)

Price per cubic yard of mulch: \$ 42.00 hr (*City of St Charles supplied mulch*)

Actual award will be based on unit prices of the base bid term. The actual quantity will be determined by the need and budgetary funds available.

* Above fee's include spraying a post emergent herbicide on turf where trees have no existing tree ring, once turf is dead weed whipping down dead turf. Excludes installation of mulch as it may differ from City mulch to contractors mulch, depending on location.

* Excludes installing mulch in newly mulched North City Park/King Lot as it has new mulch now.