

Village of Elburn

INVITATION TO BID

2020 - Prairie Valley/Prairie Valley North SSA and Metra Parking Area and Access Road Landscape Maintenance Services

DATE: April 9, 2020

The Village of Elburn is seeking to retain the services of qualified and experienced vendors to provide general landscape maintenance services to select sections of the Prairie Valley/Prairie Valley North (SSA) and the Metra Parking Lot and Access Road in the Village of Elburn for the Department of Public Works.

GENERAL REQUIREMENTS:

- ONLY electronic copy to publicworks@elburn.il.us
- Signed Offer to Contract Form
- References
- Certificate of Insurance naming the Village of Elburn as Additional Insured with endorsements

**ONE TIME PRE-BID
MEETING - WAIVED**

Due to the Coronavirus epidemic, the pre-bid meeting is being waived.

Any questions should be submitted in writing via email to the Superintendent of Public Works at publicworks@elburn.il.us by no later than close of business on Wednesday, April 22, 2020.

SUBMISSION LOCATION:

Via email ONLY: publicworks@elburn.il.us

SUBMISSION DATE & TIME:

9:00 a.m., Friday, April 24, 2020

Bids received after the submittal time will be rejected.
Faxed Bid Responses will not be accepted.

CONTACT PERSONS:

Phil VanBogaert
Superintendent of Public Works
publicworks@elburn.il.us
Telephone: (630) 365-5064

BID

**2020 - Prairie Valley/Prairie Valley North SSA and
Metra Parking Area and Access Road Landscape Maintenance Services**

Bid Due Date & Time: 9:00 a.m., Friday, April 24, 2020

To: Via email ONLY: publicworks@elburn.il.us

The following offer is hereby made to the Village of Elburn, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment, and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in the Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.
 - A. The Vendor shall also include with its bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined including: Instructions to Bidder, Statement of Work, including the Specifications and maps.
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Vendor deems necessary.
 - C. Is prepared to execute a contract with the Village of Elburn within ten (10) calendar days after acceptance of the bid by the Village of Elburn.

III. BASE BID AMOUNT:

Section A – Prairie Valley and Prairie Valley North

Service	Estimated Weeks	Weekly Cost	Extended Cost
Weekly Maintenance of Perennial Beds, Trees, and Shrubs	28		
Weekly Mowing of Specified Turf areas, each occurrence	28		
Bid Total			

Section B – Metra Parking Lot and Access Road Area

Service	Estimated Weeks	Weekly Cost	Extended Cost
Weekly Maintenance of Perennial Beds, Trees, Shrubs and Bike Path Areas	28		
Weekly Mowing of Specified Turf areas, each occurrence	28		
Bid Total			

By signing this Bid, the Offeror hereby certifies it is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to the Village of Elburn, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE VENDOR RESPONDING TO THE BID AND THE RESPONSE.**

Signature _____ Printed Signature _____

Company _____

Address _____

Phone # _____ Fax # _____

Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for: Prairie Valley/Prairie Valley North SSA and Metra Parking Lot and Access Road Area Landscape Maintenance Services.

The Vendor is bound to provide the services and materials listed in the attached contract and the Invitation to Bid, including all terms, conditions, specifications, amendments, Vendor's offer is accepted by the Village of Elburn.

This contract shall henceforth be referred to as Prairie Valley/Prairie Valley North SSA and Metra Parking Lot and Access Road Area Landscape Maintenance Services. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said Vendor receives a notice to proceed.

Jeffrey Walter
President
Village of Elburn, Illinois

Date

REFERENCES

Village of Elburn Prairie Valley/Prairie Valley North SSA and Metra Parking Area and Access Road Maintenance Services Elburn, Illinois

List below businesses or other organizations for whom you have provided comparable product/services within the last three years.

Offeror's Name: _____

1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
Number of acres: _____ Do you currently have this contract for 2020? _____

2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
Number of acres: _____ Do you currently have this contract for 2020? _____

3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
Number of acres: _____ Do you currently have this contract for 2020? _____

4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
Number of acres: _____ Do you currently have this contract for 2014? _____

**VILLAGE OF ELBURN
INSTRUCTIONS TO BIDDERS COMPETITIVE SELECTION PROCEDURES –
BID, TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of Village of Elburn Codified Ordinances.
2. **BID OPENING.** Bids will be received **ONLY via email** at publicworks@elburn.il.us until the date and time specified at which time they shall be reviewed by the Superintendent of Public Works. The Subject line of the email should state “**Prairie Valley/Prairie Valley North SSA and Metra Landscape Maintenance Services.**” Late bids will not be considered and the sender will be notified as such via email. The Village of Elburn cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on the bid format that follows and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **NO BID ENVELOPES.** Envelopes will NOT be received. Bids will be received **ONLY** via email at publicworks@elburn.il.us. See Item #2 above. The Subject line of the email should state “**Prairie Valley/Prairie Valley North SSA and Metra Landscape Maintenance Services.**”
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The Village of Elburn reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The Village reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the Village, the Village has ninety (90) days to accept. The Village may seek clarification from any bidder at any time. Failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The Village will not be liable for any costs incurred by bidders in replying to the Invitation for Bids.
8. **AWARD.** It is the intent of the Village to award a contract to the lowest responsive responsible bidder meeting specifications. The Village reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the Village. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including

past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, overall quality, and (f) maintenance costs and warranty provisions.

9. **PAYMENT.** Invoices must be submitted via email to accountspayable@elburn.il.us on the Tuesday prior to the first or third Monday of the month for prompt payment. Invoices received after the Tuesday prior to the first or third Monday of the month will be processed during the next billing cycle.
10. **TAXES.** The Village of Elburn is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, Chapter 35, Paragraph 441: Village of Elburn is exempt from state and local taxes.
11. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The Village reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
13. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
14. **VARIANCES.** State or list by reference on additional pages any variations to specifications, terms and/or conditions.
15. **INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the Village, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses, including reasonable attorneys fees, which may accrue against the Village as a consequence of granting the Contract, and/or arising out of or in connection with the work to be performed.

Vendor agrees to save, hold harmless, defend and indemnify the Village of Elburn and its Officers, Agents, and Employees, from any and all liability or loss incurred by the Village of Elburn resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's and/or Vendor's violation of any of the terms and conditions of this Agreement.

16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Village reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Vendor. As to stated items not yet shipped or services not yet rendered, the Village shall have the right to purchase substitute items or services elsewhere and charge the Vendor with any additional costs and expenses incurred by the Village or all losses incurred.

17. **WARRANTY.** Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Village may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

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

18. **COMPLIANCE WITH ALL LAWS AND ORDINANCES.**

Vendor shall comply with all applicable federal and state laws and regulations and Village ordinances, including but not limited to:

- ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5, et al.)
- ILLINOIS DRUG-FREE WORKPLACE ACT (30 ILCS 580)
- ILLINOIS PUBLIC WORKS CONTRACT CHANGE ORDER ACT (50 ILCS 525, et al.)
- ILLINOIS PROMPT PAYMENT ACT (50 ILCS 525, et al.)
- ILLINOIS PREVAILING WAGE ACT (820 ILCS 130)
- PUBLIC CONSTRUCTION BOND ACT (30 ILCS 550, et al.)
- ILLINOIS DEPARTMENT OF PUBLIC HEALTH RULES AND REGULATIONS (2 III. Adm. Code 1125/77)
- EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570)
- ILLINOIS DEPARTMENT OF LABOR WAGE PAYMENT AND REQUIREMENTS (820 ILCS 115/1-16)
- OSHA REGULATIONS, including but not limited to 29 CFR 1926
- ILLINOIS SUBSTANCE ABUSE POLICIES (820 ILCS 265/1)
- INDEMNIFICATION FOR NEGLIGENCE ACT (740 ILCS 35/0.01)
- PUBLIC CONSTRUCTION CONTRACT ACT (30 ILCS 557/1)
- EMPLOYEE CLASSIFICATION ACT (820 ILCS 185)
- PUBLIC CONTRACTS - DELINQUENT TAXPAYERS (65 ILCS 5/11-42.1-1)
- PURCHASING AND PUBLIC WORKS - BIDDING (65 ILCS 5/8-9-1 et seq.)
- VETERANS PREFERENCE ACT (330 ILCS 55)
- PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT (775 ILCS 10)

The Parties shall not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally

protected status.

19. **PREVAILING WAGE RATES** (if applicable)

It is the policy of the State of Illinois as declared in the Prevailing Wage Act that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

The Prevailing Wage Act requires Public Works Vendors, before work commences, to file with the Public Body, certified payroll records.

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

The current Illinois Department of Labor Prevailing Wage Rates for the Village of Elburn are available at their website (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>) Prevailing wage rates are subject to revision monthly.

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

20. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

21. **ELIGIBILITY.** By signing this bid, the vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

22. **CERTIFICATE OF INSURANCE REQUIRED BY THE VILLAGE OF ELBURN**

Vendor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance and policy endorsements satisfactory to the requirements of Village of Elburn containing:

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

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

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

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

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

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

- e) Umbrella Liability:

Aggregate Limits	\$1,000,000
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Vendor to furnish a copy of the Endorsement showing Village of Elburn as an additional named insured on the General Liability, Auto, and Excess policies.

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

23. **VENDOR DISCLOSURE**

- A. All vendors who have obtained or are seeking contracts with Village of Elburn must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future Village contracts:

- (1) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the Vendor. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

- (2) Names and contact information of their agents and representatives and all individuals who are or will be having contact with Village employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (3) Whenever any interest required to be disclosed in this paragraph 23 above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (4) A statement under oath that the Vendor has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks Village Board or other village commission action.
- B. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Village of Elburn shall take action on the application.
 - C. Notwithstanding any of the above provisions, the Village of Elburn with respect to contracts awarded may require any such additional information from any Vendor which is reasonably intended to achieve full disclosure relevant to the application for action by the Village Board.
 - D. Any failure to comply with the provisions of paragraph 23 shall render any Ordinance, Ordinance amendment, or Village Board approval regarding this Agreement, void, at the option of the Village Board.

24. **RESERVED RIGHTS**

The Village reserves the right to reject any and all bids and also the right to waive any and all formalities in connection therewith. The acceptance of any bid may be subject to such additional terms, conditions and provisions as the Village may require.

The Village reserves the absolute right, in its sole discretion, to amend bid procedures and requirements before the bid deadline. To the extent that there is any conflict between anything stated in the Bidder's information package and in any contract, the terms of the contract shall govern. The accuracy and completeness of the information contained in the Bidder's Information package cannot be guaranteed and bidders are advised to independently verify any information deemed important. All bids must be based on the bidder's own investigation and not on any representation made by the Village, or its agents, or any other party.

STATEMENT OF WORK
For
2020 - Prairie Valley and Prairie Valley North SSA
and
Metra Parking Area and Access Road Landscape Maintenance Services

OVERVIEW:

The Village of Elburn is seeking to retain the services of qualified and experienced Vendors to provide general landscape maintenance services, to select sections of the Prairie Valley and Prairie Valley North Special Service Area (SSA) and the Metra Parking Area and Access Road in the Village of Elburn for the Elburn Public Works Department.

The Prairie Valley and Prairie Valley North Subdivisions are located in the northerly section of the Village of Elburn, just east of IL Rt. 47 and bisected by IL Rt. 38, they are a Planned Unit Development with mixed uses. The Metra Parking Lot and Access Road area is adjacent to the south side of the Elburn Metra Station, accessed from Anderson Road.

The pricing for this contract shall remain firm for the length of the contract. This contract will begin May 1, 2020, and end November 10, 2020, with two, one year mutually agreed upon extensions available.

I. STATEMENT OF WORK

A. BID RESPONSE:

Bid pricing shall be submitted on the supplied Invitation to Bid Form. Pricing shall be submitted for Section A – Prairie Valley and Prairie Valley North and Section B – Metra Parking Lot and Access Road as indicated by the maps following the Statement of Work. The Village may combine these services in order to obtain the highest level of services for its residents.

B. GENERAL SPECIFICATIONS:

Pricing for Sections B, C, and D of this Statement of Work shall be included in the Section III Base Bid Amount section of the Invitation to Bid form for section A and B.

1. The Vendor shall have at least one employee designated as a Project Manager and this person shall be authorized to make decisions for the Vendor.
2. A general spring cleanup shall be provided to remove litter and debris accumulated over the winter.
3. Weekly policing of grounds shall occur throughout the season to pick up litter and debris.
4. The Vendor shall remove all leaf and litter debris that accumulates on turf and around shrubs, groundcover and beds. All debris shall be disposed of following refuse guidelines of all applicable municipal, county, and state codes that apply. Under no circumstances should debris be dumped in common areas or around ponds. All debris shall be removed from the site at the end of each day at no additional charge.
5. A general fall cleanup shall be provided to remove accumulated litter and debris.
6. Only trained, uniformed and properly supervised personnel shall perform work in accordance with generally accepted horticultural practices.
7. All services will be performed each week between Monday and Friday between 7 a.m. and 7 p.m.

8. In case of a rain day, the Vendor shall notify the Village of Elburn Public Works staff employee of the make-up day, within two business days of the missed work day.

C. TREES & SHRUBS

1. All trees or shrubs shall be maintained in accordance with generally accepted horticultural practices.
2. One pre-emergent herbicide application in May will be made within the mulch rings containing trees or shrubs.
3. Post-emergent herbicide use, hand weeding, and/or whipping will be every two weeks or sooner if necessary, to keep the mulch rings containing trees or shrubs free of invasive weeds.
4. Mulch rings containing trees or shrubs will be edged two times per year to keep out grass encroachment and provide a neat appearance. First edging must be completed by June 1. Second edging must be completed by September 1st.
4. Trees and shrubs shall be trimmed or pruned twice a year (in June and September respectively) to provide a uniformed and consistent shape appearance. This process will help promote growth for each species. Vendor shall schedule a meeting with the designated Village of Elburn Public Works employee in June to tag trees and shrubs that need to be trimmed and pruned for the first round of service. Vendor will schedule to meet with the designated Village of Elburn Public Works staff employee in September to tag trees and shrubs that need to be trimmed or pruned for the second round of service.

D. MAINTENANCE OF TURF

1. General Specifications:

- a. Do not mow, walk or use any piece of equipment on turf areas when frost is present.
- b. Do not mow any turf areas if they are saturated with water or where standing water is present. Mowing shall be delayed until excess moisture has drained.
- c. Mowing equipment shall be properly maintained at all times. Mower blades shall be kept sharp.
- d. Prior to mowing operations, all litter and debris that accumulate on turf, around shrubs, ground cover and flower beds shall be picked up and properly disposed of.
- e. All mowing operations shall be completed in such a manner as to prevent damage to turf, nearby trees, shrubs, ground covers, structures, site fixtures and parked vehicles.
- f. Actual weather conditions will dictate the timing of the mowing operations.
- g. Turf adjacent to walks and curbs shall be edged nine times throughout season (approximately once a month).
- h. All adjacent areas, whether paved or landscaped, shall be left free from clippings.
- i. A weekly inspection shall be conducted for insect and disease problems of all turf areas. If infestations are present, Vendor shall notify the Village of Elburn Public Works employee in writing immediately.
- j. Mowing patterns shall be altered to permit the recycling of cuttings.

II. SCHEDULE OF SERVICES (Estimated)

Service	Total Occurrences
Spring Clean Up	1
Fall Clean Up	1
Cultivate & Edge Beds	2
Edge Tree Rings & Beds	2
Mow Turf Areas	28
Edge Curbs and Walks	9
Pre-Emergent Beds & Rings	1
Post-Emergent Beds & Rings	As Needed
Weeding of Beds	14
Fertilize Beds	2
Police Grounds	28
Empty Garbage Cans	28
Bike Path Edging	4

III. REVIEW PROCESS

- A. Four references, other than Village of Elburn are required for this application. Please fill out the supplied form completely.
- B. During the review process the Village may request the Vendor’s estimated man hours to complete each week’s scheduled work. These numbers will be used to determine whether or not the Vendor has planned sufficiently for the work load.

IV. CONTRACT

- A. The pricing for this contract shall remain firm for the length of the contract. This contract will begin May 1, 2020, and end November 10, 2020, with two, one year mutually agreed upon extensions available.
- B. If a consistent pattern of missed mowing’s or service develops, it shall be construed as a breach of contract by the Vendor.
- C. Time is of the essence of this contract and if delivery of acceptable services is not completed by the time promised, the Village reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by Vendor, as to stated services not yet rendered and to purchase substitute services elsewhere and charge the Vendor with any or all losses incurred from outstanding invoices and their performance guarantee.

V. VENDOR QUALIFICATIONS

An employee of the Vendor must have a Horticulture Degree. In addition, the employee must also have a Certified Landscape Technician certificate (CLT) and be a member of the Illinois Landscape Contractors Association (ILCA). Verifying documents must be submitted with the bid response to be considered responsive.

VI. AWARD

It is the intention of the Village of Elburn to make a single award to the most responsive and responsible bidder providing the lowest cost and highest quality landscape maintenance services per Section. The Village of Elburn reserves the right to make multiple awards if it is in the best interest of the Village to do so. The Village of Elburn reserves the right to reject any and all bids.

VII. PAYMENT TERMS

Invoices must be submitted on the Tuesday prior to the first or third Monday of the month for prompt payment. Invoices received after the Tuesday prior to the first or third Monday of the month will be processed during the next billing cycle

VIII. SUBCONTRACTORS

No subcontractors shall be used unless previously approved by Village of Elburn, in which case the Vendor shall be required to provide a payment bond.

IX. NOTICE

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, by email, facsimile, or sent via first class mail, postage prepaid to:

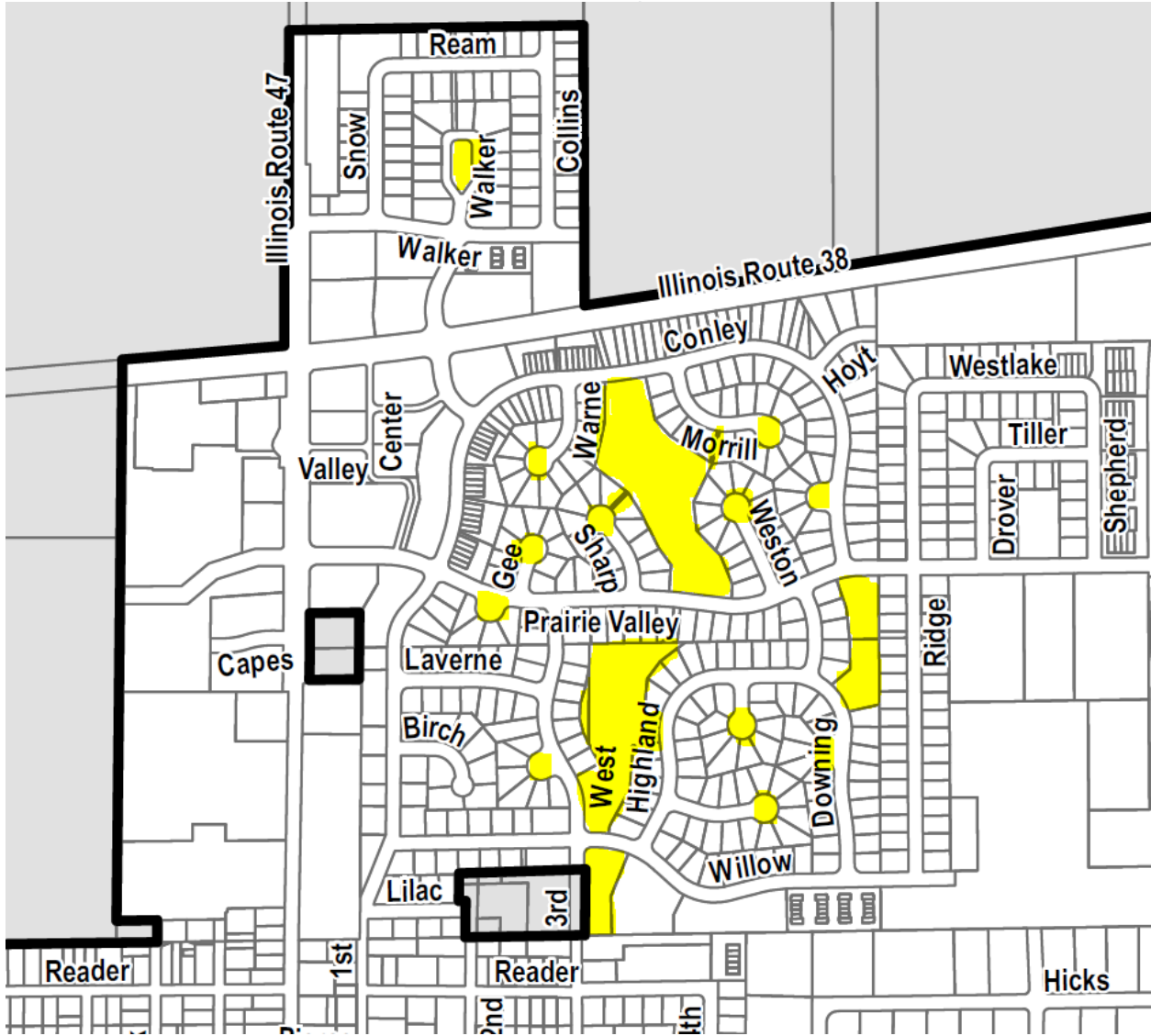
<u>Village of Elburn</u> Public Works Prairie Valley SSA/Metra 301 E. North Street Elburn, IL 60119 publicworks@elburn.il.us & accountspayable@elburn.il.us 630-365-3785 (fax) 630-365-5064 (tel)	<u>Vendor Contact Information</u> _____ _____ _____ _____ _____
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X. SPECIAL CONDITIONS

Response Instructions

Bids will be received **ONLY via email** at publicworks@elburn.il.us until the date and time specified at which time they shall be reviewed by the Superintendent of Public Works. The Subject line of the email should state “**Prairie Valley/Prairie Valley North SSA and Metra Landscape Maintenance Services.**” Late bids will not be considered and the sender will be notified as such via email. The Village of Elburn cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.

PRAIRIE VALLEY & PRAIRIE VALLEY NORTH SSA #1



METRA LOT AND ACCESS ROAD

