
**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: 2018 LAWN MOWING ABATEMENT CONTRACTOR

AGENDA: 4/16/2018 REGULAR VILLAGE BOARD MEETING

ITEM

Approval of a Professional Services Agreement for Code Enforcement Lawn Mowing from Cornerstone Partners LLC.

DISCUSSION

The Village of North Aurora is currently seeking a single contractor for lawn mowing services to perform nuisance lawn mowing abatements at residential and commercial properties. The abatement includes the mowing of grass and weeds over eight inches in height primarily for vacant and foreclosed properties. Abatement requests will be on a per site basis from the Code Enforcement Division. The program has been budgeted for \$8,000 for the FY'18-'19 fiscal year. The intent of the program is to utilize the service and then recapture those costs incurred, mostly through property liens.

Staff advertised a request for proposals and received two proposals, one of which is invalid due to the lack of required information that was not provided. As such, Cornerstone Partners (base office located in St. Charles, IL) was the standalone proposal for 2018. Staff notes that the Village's previous contractor, Green Thumb Brown Boots, did not submit an RFP. Cornerstone Partners included several municipal references as part of the RFP submittal and upon contacting those references, Cornerstone received glowing appraise from those references, which includes the City of St. Charles, Village of Montgomery and the Village of Carol Stream. With no qualifying comparable costs, staff revisited the abatement quotes received in 2016. According to the 2016 proposals, the acreage prices provided by Cornerstone are very competitive.

Staff notes that the RFP included a provision that would allow the Village to extend the term of the agreement for an additional year, based upon the contractor's performance.

Attachments:

1. Request for Proposal (RFP) guidelines for Code Enforcement Abatement for Lawn Mowing.
2. Cornerstone Partners Request for Proposal submittal.
3. 2016 Code Enforcement High Grass Weed Abatement RFP Results (reference only).

**Village of North Aurora
REQUEST FOR PROPOSALS (RFP)
FOR CODE ENFORCEMENT ABATEMENT FOR LAWN MOWING**

1. Introduction:

The Village of North Aurora is seeking a single contractor for code enforcement lawn mowing services, and hereby requests a written proposal for contractors to perform nuisance lawn mowing abatements at residential and commercial properties. The abatement includes the mowing of grass and weeds over 8 inches in height. Abatement requests will be on a per site authorization basis from the Code Enforcement Division.

2. Requested Services

The Village of North Aurora of Code Enforcement Division receives and responds to complaints regarding long grasses, weeds or vegetation which exceed 8 inches in height on average. The Village desires for a contractor to supply mowing services for properties which fail to be mowed by the property owner after a notice of violation. Approximately 20 properties were cut in 2017.

The selected contractor will be responsible to provide mowing services to the Village of North Aurora for properties requested by the Code Enforcement Division during the 2018 growing season with the opportunity to extend the contract based upon performance.

3. Description of the work to be performed

The work includes mowing of all established grasses and vegetation (excluding shrubs, trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each property will be identified by address and parcel ID number with any special circumstances noted.

Job Expectations:

- The contractor will be expected to complete all jobs within 4 days of notification-weather permitting.
- The contractor must be able to receive requests via e-mail.
- The contractor's invoices will give a detailed description of the location (address and/or parcel number), dates and time work was performed rounded to the quarter hour in an itemized categorization of charges incurred within 15 days of performing the service.
- Village reserves the right to withhold payment on all unauthorized work.

Requirements – The contractor must:

- Be prepared to complete a large number of mowing jobs in a timely manner on a per call basis.
- Be able to handle some jobs consisting of extremely long grass/weeds.
- Have the equipment, personnel and skills needed for cutting residential and commercial properties consisting of grass/weed heights in excess of 8 inches in height.
- Be capable of mowing ungraded lots or steep slopes.
- Identify possible hazards including garbage, debris, and miscellaneous junk that may be present in grass.
- Mow vegetation in and around structures (example: swing set), walks, trees, fences to a neat appearance with grass height of 3.5 inches or less.
- Be capable of getting equipment through fence openings of a minimum of 30 inches to mow rear yards.
- Remove all trash and debris in the mowing area shall and properly disposed of. Disposal costs may be separately itemized.
- Clear sidewalks, alley ways or adjacent public right of ways of clippings following mowing.

4. Contract Termination:

The Village of North Aurora may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the contractor has failed to comply with the terms of the agreement. In the event of such termination, the contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the contractor for work performed after such notice is delivered.

Contractor acknowledges that this agreement is contingent upon sufficient budget allotments, and is subject, by written notice to Contractor, to restriction or cancellation if budget adjustments are deemed necessary by the Village Trustees. In the event the contract is terminated due to such budget restructuring, Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor.

5. Qualifications and Proposals:

The Village request that contractors interested in submitting proposals:

1. Please provide detail of the services described in the Proposal specification section of the RFP for the 2018 growing season:
 - a. a rate to abate a quarter acre property;
 - b. a rate to abate a half acre property
 - c. a rate to abate an acre property;
 - d. a rate for properties that may exceed grass height of 3 feet.

All prices are to be per cut.
2. Provide a certificate of liability insurance and automobile/mowing equipment insurance. (The contractor(s) will need to name the Village as additional insured and meets the following liability limits if awarded a contract: \$500,000 per claimant and \$1 million per occurrence).
3. Submit a written summary of their company's qualifications, years in business, and experience providing the level and type of service specified in the RFP.
4. Provide a list of three references of clients that have a current contract for services with their company.
5. Specify this staff to be involved (primary contact, clerical contact, and owner or owners agent).
6. Confirmation that neither the contractor nor any employee would be in a conflict of interest with respect to the proposal if the contractor were selected to perform the services required.

6. Term of Contract:

The term of the contract shall run for seven months from April 1, 2018, thru November 15, 2018. There is a possibility of an additional one year extension that would include April 1, 2019 thru November 15, 2019. The Village of North Aurora has the right to extend the contract to a two year contract without going back to RFP with the awarded contractor.

7. Payments:

Payments will be made upon submittal of separate invoices on a per lot/property basis. Invoices must be received by the Village of North Aurora, Code Enforcement Division for payment to be processed.

8. Selection Process:

The Village of North Aurora reserves the right to reject all proposals and the right to reject a proposal which is in any way incomplete or irregular. Proposals will be awarded to the best overall proposal as determined by the best interests of the Village of North Aurora. In comparing the responses to the RFP and making awards, the Village North Aurora may consider such factors as quality and thoroughness of a proposal, and past performance of the contractor.

Preference will be given to those contractors providing demonstrated capability and experience in addition to that of the proposal price. The Village of North Aurora reserves the right to award the contract to a contractor who is **not** the lowest cost; however, cost is an important factor in the selection of a contractor.

9. General Requirements:

Two copies of a written response to this request for proposal must be submitted to the Village of North Aurora Code Enforcement Division on or before 12:00pm., Monday, March 12, 2018. Proposals submitted after the above deadline shall be considered late, and will not be opened or considered. **Faxed or e-mailed proposals will not be accepted.** Proposals may be mailed or hand delivered in an envelope clearly marked with the following information:

RFP– Code Compliance Mowing

Attn: Michael Toth
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

10. Additional information:

All questions regarding this Request for Proposal shall be directed to:
Michael Toth, Community and Economic Development Director
Village of North Aurora
25 E. State Street
North Aurora, IL 60542
(630) 897-1457 ext.228



Village of North Aurora Information Sheet:

Primary Contact:

Mario Hernandez

(C) 708-707-7192

(E) MarioH@CPHort.com

Clerical Contact:

Melanie Sorenson

(O) 630-482-9950 x4

(E) Accounting@CPHort.com

Cornerstone Partners President Information:

Jim Turcan

(O) 630-482-9950 x701

(E) JimT@CPHort.com

About Cornerstone Partners:

Cornerstone Partners was formed in 2006, with base office located in St. Charles and satellite locations in Arlington Heights, Schaumburg, South Elgin and Aurora (2018). Cornerstone Partners has been providing service to Mill Creek SSA, City of St. Charles and the Village of Montgomery for multiple years. During this time, we have been asked to do code enforcement mowing as an outside of the contract service for our clients on multiple occasions.



Village of North Aurora-Code Enforcement

Client Name: Village Of North Aurora
Project Name: Village of North Aurora-Code Enforcement Mowing
Jobsite Address: 25 East State Street North Aurora, Illinois 60542 **Billing Address:** 25 East State Street North Aurora, Illinois 60542
Estimate ID: EST817913
Date: Mar 09, 2018

Thank you for allowing us the opportunity to serve you on this **landscape enhancement project**. We propose to supply all materials, equipment, and labor (unless otherwise specified) to complete the following:

1/4 Acre Abatement Over 2' **\$40.99** init:

Mowing of all established grasses and vegetation (excluding shrubs trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each Property will be identified by the address and parcel ID Number with any special circumstances noted. All trash and debris in the mowing area shall be properly disposed of.

- **Disposal costs will be separately itemized.**

1/2 Acre Abatement Over 2' **\$72.75** init:

Mowing of all established grasses and vegetation (excluding shrubs trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each Property will be identified by the address and parcel ID Number with any special circumstances noted. All trash and debris in the mowing area shall be properly disposed of.

- **Disposal costs will be separately itemized.**

1 Acre Abatement Over 2' **\$130.57** init:

Mowing of all established grasses and vegetation (excluding shrubs trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each Property will be identified by the address and parcel ID Number with any special circumstances noted. All trash and debris in the mowing area shall be properly disposed of.

- **Disposal costs will be separately itemized.**

1/4 Acre Abatement Over 3' **\$211.91** init:

Mowing of all established grasses and vegetation (excluding shrubs trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each Property will be identified by the address and parcel ID Number with any special circumstances noted. All trash and debris in the mowing area shall be properly disposed of.

- **Disposal costs will be separately itemized.**

1/2 Acre Abatement Over 3' **\$295.70** init:

Mowing of all established grasses and vegetation (excluding shrubs trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each Property will be identified by the address and parcel ID Number with any special circumstances noted. All trash and debris in the mowing area shall be properly disposed of.

- **Disposal costs will be separately itemized.**

1 Acre Abatement Over 3' **\$462.14** Unit:

Mowing of all established grasses and vegetation (excluding shrubs trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Code Enforcement Division. Each Property will be identified by the address and parcel ID Number with any special circumstances noted. All trash and debris in the mowing area shall be properly disposed of.

- **Disposal costs will be separately itemized.**

Disposal- Organic (Per Cubic Yard) **\$93.13** Unit:

Disposal- Trash (Per Cubic Yard) **\$26.51** Unit:

Subtotal	\$1,293.70
Taxes	\$0.00
Estimate Total	\$1,293.70

Terms & Conditions:

1. **Expiration:** Proposal is valid for (15) days from Date listed on page one.
2. **Warranty:** A one year warranty shall be provided for greenscape materials only, provided a maintenance program is authorized and performed by Comerstone Partners Horticultural Services Co (CPHort) from date of install through warranty period. Warranty coverage excludes seed, sod, annuals, bulbs, and perennials as these items have different cold-hardiness characteristics. Warranty excludes declining or dead items from lack of maintenance, watering (Not authorized/performed by CPHort), vandalism, or acts of God. If replacement type is unavailable, a similar species, price, and sized plant shall be provided as replacement. Valid warranty material(s) shall be replaced one (1) time. A three year workmanship warranty shall be provided for all hardscape projects. This warranty does not include replacement for defects related to manufactured hardscape materials such as concrete pavers and/or retaining wall materials.
3. **Owner Responsibility:** Any and all applicable permits and fees required by city or local ordinances are the sole responsibility of the client. Permits must be obtained and presented prior to any work commencing. All supplemental watering, maintenance, and care including all recommended insecticide, fungicide, miticide, and fertilization applications shall be performed by Client unless otherwise stated and/or included within a CPHort landscape maintenance contract. Such operations are excluded from this Contract unless otherwise noted.
4. **Compensation:** A retainer fee of (25%) shall be required for all projects equal to or in excess of \$5,000.00 prior to the commencement of any work. Progress invoicing shall be effective for projects of \$10,000.00 or more. A final invoice shall be generated upon the completion of project. All invoices shall be paid due upon receipt. Late payments will result in a service charge equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law, multiplied by the unpaid balance. In addition to the service charge, Client shall reimburse Comerstone Partners Horticultural Services Co. for all costs and expenses including but not limited to attorney's fees and court costs which are reasonably incurred by CPHort in collecting unpaid balances and service charges. Any and all warranties shall become null and void if final payment is not received by the due date listed on invoice. Payment(s) via Credit Card shall incur a 3% processing fee.
5. **Liability:** CPHort total liability for any losses, damages and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants and lessees (collectively, "Losses") which is caused directly or indirectly by any/all acts or omissions by CPHort in connection with, or related to, the Work, including, but not limited to, any breach of CPHort obligations hereunder, shall be limited solely to direct and actual damages in an aggregate amount not to exceed the amounts actually paid to CPHort hereunder. In no event shall CPHort be liable for any indirect, special, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort, or otherwise, whether or not the possibility of such damages has been disclosed to CPHort in advance or could have been reasonably foreseen by CPHort. Further, CPHort shall not be liable for any Losses in connection with the Work, if such Losses are due to causes or conditions beyond its control.
6. **Underground Utilities:** CPHort will contact the Joint Utility Locating for Excavators J.U.L.I.E. and/or the Chicago Utility Alert Network 'Digger' prior to commencing any digging/excavation when applicable. CPHort is not responsible for location of any subsurface lines not considered public utilities and not marked by location services and/or any line within a min. 3" depth of surface including but not limited to invisible dog fences, security lines, irrigation or lighting

systems, cable television services, gas barbecue lines, and water and/or pool equipment lines. CPHort will not be liable to Client or any other party for any damage to any subsurface lines (or the damages resulting therefrom) that are not marked and located by the utility location services.

7. **Unknown Conditions:** Due to the nature of landscape installation and subsurface estimation there may be variables that are not easily determined prior to commencement of work. Such conditions may include construction debris, root systems, drain-tile, etc. Such conditions may require alteration of proposed installation and/or additional charge to proceed. Any and all additional changes to approved contract shall be approved in writing by client prior to proceeding.
8. **Provisions:** Any photos, sketches, plans, etc. accompanying this proposal are for illustration purposes only and may not be representative of actual placement, size, shape, color, etc. This Agreement shall be governed by the laws of the State of Illinois. Neither party may assign this Agreement without the prior written consent of the other party except that CPHort may subcontract work hereunder without the prior written consent of the Client. This Agreement constitutes the entire agreement of the parties with respect to the Work and supersedes all prior contracts or agreements with respect to the Work, whether oral or written. This Agreement may only be amended or modified by a written instrument executed and agreed to by both Client and CPHort.
9. **Scheduling:** Scheduling is prepared on a weekly first come, first serve basis. Scheduling of authorized projects shall be completed in order of authorization date and receipt of retainer fee (if applicable). Weather conditions, material availability, and client requests may alter this process. If specific completion dates are requested, any additional charges shall be prepared for requesting party. Crews shall arrive at site unannounced unless otherwise requested.
10. **Confidentiality:** All information contained within this contract is the sole property of CPHort and is privileged, confidential, and exempt from disclosure under applicable law. All content, including but not limited to, pricing, photos, maps, descriptions, language, and format is strictly confidential and only intended for the Client identified on page one and no use or reproduction shall be made.

I have read and understand all terms and conditions and accept those initialed above. I authorize CPHort and confirm that I am authorized to grant permission for work to be performed within the service areas identified and to proceed with the approved items. Payment shall be made in accordance with the Compensation terms above.

CLIENT INFO:

BILLING INFO: (check if same as Client: _____)

Name:		Name:	
Address:		Address:	
City/Zip:		City/Zip:	
Phone #:		Phone #:	
Cellular #:		Cellular #:	
Email:		Email:	

Estimate approved by: _____
 Authorized Customer Representative

Signature Date: _____



March 9, 2018

Village of North Aurora
25 E State St
North Aurora, IL 60542

RE: **Contractor Disclosure**

Code Compliance Mowing,

Cornerstone Partners Horticultural Services Company, an Illinois S-Corporation (EIN #06-1775632), consists of the following shareholder:

James Francis Turcan 100%
45W829 McDonald Road
Hampshire, IL 60140

As of March 9th, 2018, to the best of our knowledge the Owners, Officers, or Executives, neither contractor nor any employee would be in a conflict of interested with respect to the proposal if the contractor were selected to perform the services required.

Sincerely,

Cornerstone Partners Horticultural Services Company

James F. Turcan Date: 3/9/18
President

2016 CODE ENFORCEMENT HIGH GRASS/WEED ABATEMENT RFP RESULTS

COMPANY	ABATEMENT OVER 8"	ABATEMENT OVER 3'
JC Green Services Inc. 251 N. Union St Aurora, IL 60505 (630) 340-3730 www.jcgreenlawnservices.com	1/4 acre \$40.00 1/2 acre \$50.00 1 acre \$65.00	1/4 acre \$150.00 plus \$75.00 for pick up & disposal 1/2 acre \$300.00 plus \$100.00 for pick up & disposal 1 acre \$600.00 plus \$200.00 for pick up & disposal
A & D Property Services Inc. 7346 S. Exchange Chicago, IL 60649 (773) 933-7840	1/4 acre \$295.00 1/2 acre \$395.00 1 acre \$495.00	1/4 acre \$395.00 1/2 acre \$495.00 1 acre \$595.00
Alvarez, Inc. 15N497 Old Sutton Rd Barrington, IL 60010 (847) 551-1105	1/4 acre \$75.41 1/2 acre \$125.68 1 acre \$175.95	\$226.22 Flat fee
On Call Properties, Inc. 921 Oakton St Elk Grove Village IL 60007	1/4 acre \$45.00 1/2 acre \$95.00 1 acre \$130.00	1/4 acre \$190.00 1/2 acre \$250.00 1 acre \$380.00
Green Thumb Brown Boots 1921W. Wilson Abe Batavia, IL 60510 (630) 346-8092 gtbblawnscape@gmail.com	1/4 acre \$28.00 1/2 acre \$35.00 1 acre \$50.00	\$40.00 an hour \$100.00 an hour to remove and haul debris away
Clauss Brothers, Inc. 12N330 Switzer Rd Elgin, IL 60124	1/4 acre \$70.00 1/2 acre \$140.00 1 acre \$280.00	12" - 24" \$120.00 24" - 36" \$200.00 36" + \$300.00 1/4 acre \$240.00 1/2 acre \$400.00 1 acre \$800.00 1 acre \$1200.00