



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
 Cc: Steven Bosco, Village Administrator
 From: John Laskowski, Public Works Director
 Date: February 15, 2022
 Re: Award of Bid for Lawn Mowing and Landscape Maintenance

The Village of North Aurora's lawn mowing contract contains mowing of Special Service Area's (SSA) and public property. The SSA contract addresses common areas in subdivisions that are not maintained by Homeowners' Associations. These include boulevards, detention ponds, and subdivision signs. The areas in the public owned properties include public parks and facilities like Riverfront Park and Village Hall.

This year, the project was advertised on the website and in the newspaper beginning January 10, 2022 and bids were received 26 days later on February 15, 2022. From the website we were able to determine that there were 27 downloads of the bid documents. Of these 27 it appears that 19 were legitimate landscaping companies with the potential of submitting a bid. The remaining 8 companies appear to be third party companies that publish the advertisement on their website or offer a service that provides a subscription. Out of the 19 landscaping companies that picked up our bid documents we received three bidders. The results of the bids are illustrated in the table below.

Contract Year	Vega Building Maintenance 1413 Sherman Rd Romeoville, IL 60446	Sebert Landscaping 1550 West Bartlett Road Bartlett, IL 60103	Langton Group 4510 Dean Street Woodstock, IL 60098
1	\$46,357.30	\$53,392.00	\$77,541.43
2	\$46,357.30	\$53,392.00	\$79,867.67
3	\$46,357.30	\$55,264.00	\$82,263.70
4	\$47,748.02	\$55,264.00	\$84,731.61
Total	\$186,819.92	\$217,312.00	\$324,404.41

The below table references the historic contract prices for the Landscaping and Lawn Maintenance Contracts. Examining the prices provided by the low bidder, Vega and comparing them with the low bidder demonstrates that the cost reflects a 6.63% increase from 2021.

Year	Contract Cost	Company
2018	\$40,356.00	Acres
2019	\$42,143.00	Sebert
2020	\$44,495.00	Sebert
2021	\$44,495.00	Sebert

In order to confirm that Vega has the capability of providing the services outlined in the contract specifications, staff has checked the references the contractor provided. In this case the contractor provided seven references. Of the seven references they provided, four were commercial references and three were related to local government. Staff attempted to reach out to all seven references and as of February 16, 2022 was in contact with five of the seven.

The Glenbard Wastewater Authority indicated that Vega has done a great job cleaning their facility, but could not provide a reference on lawn mowing and landscape maintenance because they have not used them for that purpose. They indicated that the Authority chose not to award to Vega because they did not appear to have the capacity to perform the work sufficiently on a contract that would have been approximately \$30,000 annually. At the time, Glenbard had checked their references and determined that they did not have sufficient experience to provide the services. Village staff also spoke with staff from the City of Lockport and City of Elmhurst, who also indicated that Vega is under contract for cleaning services, not for lawn mowing and landscaping and therefore could not provide a reference of value to our project. Only one of the commercial references that was contacted indicated that Vega had performed lawn mowing and landscape maintenance services. The work that was performed was on a large site but only a single location. The Village has 38 different locations that need to be maintained.

Based on these references, staff does not believe that Vega Building Maintenance has demonstrated through past experience that they have the ability to adequately perform the scope of work outlined in our specifications. Therefore, it is the staff recommendation to reject the low bid from Vega Building Maintenance and award a contract to Sebert Landscaping. Sebert is familiar with all of the project locations and has satisfactorily performed these services from 2018 through 2021. It is the staff recommendation to award a four-year contract for lawn mowing and landscape maintenance to Sebert Landscaping in the total amount of \$217,312.00.

CONTRACT FOR LAWN MOWING AND LANDSCAPE MAINTENANCE

THIS AGREEMENT, made and concluded this 21st day of February, 2022, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Sebert Landscaping, Inc, an Illinois Corporation (hereinafter referred to as “Contractor”) for Lawn Mowing and Landscape Maintenance.

WHEREAS, the Village advertised for bids for Lawn Mowing and Landscape Maintenance services (hereinafter “(Services)”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

WHEREAS, Contractor submitted a bid for the Services in the total amount of **Two hundred seventeen thousand three hundred twelve dollars and no hundredths. (\$217,312.00)** and to be distributed annually as follows: Year 1: \$53,392.00, Year 2: \$53,392.00, Year 3: \$55,264, and Year 4: \$55,264.00 dollars in response to the request for bids advertised by the Village, a copy of which is attached hereto and included Exhibit A.

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on February 21, 2022.

NOW THEREFORE, in consideration of **Two hundred seventeen thousand three hundred twelve dollars and no hundredths. (\$217,312.00)** to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.

2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

~~5. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.~~

~~6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.~~

7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Mark Gaffino, Village President

[Contractor-Sebert Landscaping, Inc.]

(signature)

(printed name)

(title)

Exhibit A



Bid Specifications

Project:

Lawn Mowing and Landscape Maintenance

Bid opening:

Tuesday, February 15, 2022, 10:00 A.M.

Location:

Village Hall 25 E. State St., North Aurora, IL 60542

Contact:

Brian Richter, Streets Superintendent, brichter@northaurora.org
ph: 630.281.0779



Advertisement for Bids

The Village of North Aurora will receive sealed bids for Lawn Mowing and Landscape Maintenance of right of ways and Village owned properties. The bids will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 10:00 a.m. local time on Tuesday, February 15, 2022. At this time and date, the bids will be publicly opened and read aloud. All bids must be addressed as follows:

SEALED BID

Contractor Name

Contractor Address

Re: Lawn Mowing and Landscape Maintenance

Village of North Aurora

Attn: Brian Richter

Streets Superintendent

25 East State Street

North Aurora, IL 60542

The bid packet including contract documents, exhibits and future addenda, can be downloaded, free of charge, at the Village's website <http://northaurora.org/government/rfp-rfq-bidding.aspx> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Monday, January 10, 2022.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of five percent (5%) of the total bid and made payable to the Village of North Aurora, 25 East State Street, North Aurora, Illinois, 60542. The Village of North Aurora reserves the right to reject any or all bids and to waive irregularities and informalities in the bids received.



Village of North Aurora
Bidding Specifications for Lawn Mowing and Landscape Maintenance

Description of Work

This project will include the mowing and maintenance of rights of way and Village owned properties within the municipal boundaries. The contractor will be responsible to provide the necessary supervision, labor, materials and equipment to safely provide lawn mowing and landscape maintenance services to the Village of North Aurora at the frequency and locations identified in these specifications. This includes the inspection of the areas to be maintained in advance of mowing operations, and the collection and removal of debris. Lawn Mowing and Landscape Maintenance shall be completed in an attractive, professional, and workmanlike manner. Interested firms shall complete and return all forms in this packet with the bid proposal.

Term

The term for this contract will be for four years.

Questions

All questions shall be submitted no later than Tuesday, February 8, 2022 to Brian Richter, Streets Superintendent at: brichter@northaurora.org. Responses to all questions written or verbal will be posted to the web site by Thursday February 10, 2022.

Scope of Work

Mowing will generally be confined to public rights of way adjacent roadways and public grounds but will include mowing in other areas as directed by the Village. Lawn maintenance will include the following services: power edging, application of weed killer, weeding, mulching, sweeping or blowing sidewalks free from grass clippings, and the collection and removal of debris from all mowing locations. The SPECIAL SERVICE AREAS (SSA) areas shall have one application of weed killer and fertilizer treatment throughout the mowing and maintenance season.

Mulching at all locations in this contract will be completed annually to a depth of 3 inches in these areas. If Subdivision Monument Signs are present, the contract will include weeding and mulching around the area. The mulch material used for this operation shall be hardwood dyed mulch.

At the beginning of each season, and before each cutting the contractor will be required to clean-up the all the Locations. All debris will be collected, removed, and disposed of from all turf areas prior to mowing by the contractor. Mowing of turf will be performed and completed according to the **Schedule of Prices** contained within this document. Each season will consist of approximately 32 weeks. Weather permitting the contractor should try to schedule the lawn mowing and landscape maintenance on the same day each

week. Times of mowing may increase or decrease in dry or wet periods by direction of Public Works Director or designee.

Mowing turf will be as needed to maintain the required height of 2 to 3-1/2 inches. Clippings will be recycled back into the lawn area, a second mow will be required to recycle the clippings at no cost to the Village if they become unsightly. Turf areas to be mowed between the height of 2 to 3-1/2 inches depending on weather and season. Weekly hand or power trimming of grass around obstructions will be performed each cutting. This will include but not limited to, turf areas adjacent to trees, sign posts, light posts, buildings, fences, and pavement edges. Power edging will be required 3 times a year along sidewalk areas. In the spring, maintenance to be completed at Village Hall, Riverfront Park, and North Aurora Police Station will include edging, trimming of bushes and mulching in the spring around all plants. In addition to this initial maintenance, bushes shall be trimmed one additional time midway through the 32 week schedule. Weed killer along with weed and feed shall be applied 1-2 times per year according to the schedule of services. Notification of these applications shall be provided to the Public Works Director or his designee 24 hours in advance of the application operation. All chemical applications shall be performed by licensed individuals.

Any damage to the contractors' equipment and any damage occurring from lawn mowers or other equipment will be the responsibility of the contractors for repair and replacement.

Frequency and Schedule

Before each weekly cutting, the contractor is required to remove trash and debris from all **Locations** being mowed. Mowing shall begin the third week of April continuing for 32 weeks unless otherwise directed by the Public Works Director or designee. The frequency which each area is to be mowed has been noted on the list included in these documents. Depending on weather and special events, the frequency which locations are to be mowed could increase or decrease in frequency.

Equipment and Vehicles

The equipment and vehicles used by the contractor shall be in good repair and made available to inspection by the Village upon request. All equipment should have the necessary safety features to complete the mowing. Individuals performing the work shall have adequate training and personal protection equipment to safely complete work outlined in the scope above. All vehicles shall be clearly labeled with the contractor's name.

Communication

The successful bidder will be required to attend a preconstruction meeting to establish open lines of communication. At this meeting contact information will be exchanged for the contractor's supervisor and the Village's project manager.

Locations

All lawn mowing locations have been described in a list and illustrated on maps, both are contained within these specifications. The Contractor is responsible for visiting all the areas as certain areas have steep slopes and rough terrain. The numbered descriptions below correspond to the table in the **Schedule of Prices**. The maps attached in **Exhibit A** further clarify the locations of the proposed work.

If the Contractor deviates from the established mowing schedule the Contractor is required to contact the Village of North Aurora 24 hours before each day's work begins.

1.,2.,3.,4.,5.,&6. Waterford Retention Pond #1 & #2, Alexandra Ct, Spring Ct, White Oak Ct. Court Islands (SSA 4) (Exhibit pages 33 & 34)

Waterford Oaks Subdivision located on the west side of North Aurora west of Randall Road and north of Oak Street, between Forest Ridge Rd. to the west and to the creek to the east. The area east of the creek to the end of the bridge is included as well. There are (2) Retention pond areas to be mowed, also south of the sidewalk to Oak St. and are outline in the attachment along with (3) Islands, Alexander Ct., Spring Ct., and White Oak Ct.

7. & 8. Timber Oaks Pond #1 & #2 (SSA 8) (Exhibit pages 14 & 15)

Timber Oaks Subdivision is north of Oak St. on the north side of the road between Fox Valley Veterinary Clinic to the west and Newpostolic Church to the east. Mowing areas include (2) retention ponds, the first is just west of the Newpostolic Church, the other is located between 214 Wildwood and 339 Wildwood. There are also (2) Monument sign areas at Timber Oaks and Oak that is included in the mowing as well.

9. Banbury Ct. Retention Pond (SSA 9) (Exhibit page 5)

Pine Creek III Subdivision is north on Banbury Rd. from Butterfield Rd. The area to be mowed is a retention pond across from 310 Banbury Rd.

10. & 11. 313/401 Juniper & 402/406 Magnolia (SSA 11) (Exhibit pages 18 &21)

Willow Lakes Subdivision is located off Acorn or off Randall Rd. at Dogwood. The first area to be mowed is between 313 and 401 Juniper, the second is located between 402 and 406 Magnolia.

12. Village Hall/Riverfront Park and Features (Exhibit page 8)

This shall include the mowing of all turf areas on the property and in the right of way. Maintenance shall include a spring and fall clean-up for Village Hall and Riverfront Park including the removal of leaves, dead vegetation, and debris accumulating over time.

Landscape maintenance shall be performed as outlined by facility below:

Village Hall

This shall include the mowing of all turf areas on the property and in the right of ways. Landscape maintenance will include:

- 1) Furnishing and placing mulch one time in the spring, all planting beds will be edged at this time.
- 2) Trimming bushes twice during the mowing season.
- 3) Provide application of weed and feed of all turf areas twice during the mowing season.
- 4) Weekly weeding of landscaped areas.

Riverfront Park

1) Gazebo/Scenic Overlook

Furnish and place mulch one time in spring, planting beds will be edged at this time.
Trim Bushes twice per season, possible extra trimming may be requested due to special events.
Pressure wash structures every four weeks.

2) Water Wonders (Artificial Water Feature)

On weekly basis weed areas around the stream, remove invasive species from the mulched beds, and weed all areas around rocks. Clear leaves, twigs and other debris from narrow spots in the stream (above and below waterfalls and through the tunnel). Most debris gathers at the bottom of the stream where the water falls back into the cistern – this especially needs to be kept clean. As needed, hand rake or pull out large clumps of algae. This cleaning must be completed by May 18th so it can be opened for the public.

On a monthly basis treat stream with approved algaecide. Treatments may increase as a result of weather conditions and may require treatment every 2 weeks as directed.

3) Rain Garden

Remove invasive weeds on a weekly basis.

13. Police Department (Exhibit page 10)

This shall include the mowing of all turf areas on the property and in the right of ways. Landscape maintenance will include:

- 1) Furnishing and placing mulch one time in the spring, all planting beds will be edged at this time.
- 2) Trimming bushes twice during the mowing season.
- 3) Provide application of weed and feed of all turf areas twice during the mowing season.
- 4) Weekly weeding of landscaped areas.

Maintenance shall also include a spring and fall clean-up including the removal of leaves, dead vegetation, and debris accumulating over time. These areas include Village Hall, Riverfront Park, and The Police Department.

14. Sharon Lane (Exhibit page 4)

Mow turf areas located on vacant property. See exhibit for property boundaries.

15. Welcome Sign Route 25 (Exhibit page 2)

Mow the turf surrounding the landscaped area of the sign. Mulch the landscaped area immediately around the sign once in the spring and weed this area weekly. See exhibits for exact locations and maintenance required.

16. Marvo/John Parking Area (Exhibit page 36)

Mowing of the turf area east of the curb line to the woods from Harmers to Share and Care. Islands at the end of the parking areas will be included. Mulch shall be furnished and placed along the build at 8 Marvo. See exhibit for property boundaries.

17. Auto Mall Water Tower (Exhibit page 28)

Mow the pie shaped parcel of land surrounding the water tower and west along Orchard Gateway to Hansen Blvd. See exhibit for property boundaries.

18. 2101 Tanner Road (Salt Dome West Side of Town) (Exhibit page 32)

This includes the mowing of all turf areas, one weed and feed application, and mulching of the trees one time in the spring. The tree rings should be edged before mulching.

19. Route 25 and Butterfield (Exhibit page 3)

Weed eat and spray concrete medians along the center of the road on an as needed basis.

20. Mitchell Road (Exhibit page 37)

String trim along the east side and west side guardrail north of the I-88 Bridge. Round up maybe applied to control new growth. See exhibits for exact locations.

21. Butterfield Road (Exhibit pages 6 & 7)

Mow between frontage road & Butterfield Road from Laurel to Hickory and Butterfield east of Pinecreek Drive between sidewalk and Butterfield Road.

22. Grant Street (Exhibit page 35)

Mow the east right of way variable width from State Street (Route 56) south to Grant railroad crossing.

23. Monroe Street (Exhibit page 9)

Mowing from State St. just pass the guardrail on the east side of the street about 4' wide.

24. NE corner State (56) & Lincolnway (Aurora-Batavia)/Route 31/ Community Sign (Exhibit page 9)

Mow the entire turf area on this property. In the landscaped area surrounding the community sign perform weeding and landscaping weekly, furnish and place mulch once during the season, and apply weed and feed in the spring. All asphalt areas and adjacent sidewalk shall be kept clear of weeds. Mowing of the empty lot (24 N. Monroe) just north of the Fire Station is also included.

25. Lincolnway (Aurora-Batavia/Route 31) (See Exhibit page 38)

Mow under the Com-Ed high power lines on the east side of Lincolnway approximately 15' behind back of curb, and on the west side cut approximately 15' behind back of curb. See exhibits for exact locations and maintenance required.

26. Lincolnway & Interstate 88 (Exhibit page 12)

Mowing will begin just south at the I-88 Bridge on the west side of Lincolnway (Rt. 31) and continue to the entrance to Tinseltown. Also the right of way approximately 15' behind the curb to back of curb closest to Tinseltown. A small section on the east side of Lincolnway, north of the IDOT service entrance up to the I-88 overpass. Mowing will also include the 3 islands at the toll way entrance off I-88. Mowing the north side of Smoke Tree from Rt. 31 to 201 Smoke Tree (Roadway Inn) is included as well. See exhibits for exact locations and maintenance required.

27. Evergreen Drive (Exhibit page 39)

East right of way to the property lines of the homes along Evergreen from Sullivan Rd. to Dart Container.

28. Airport Road (Exhibit page 11)

Starting at the east end curve on the south side of the road cut from roadway to fence and west to the driveway at Pentair.

29. Kingswood Drive (Exhibit page 13)

Mowing rights of way between Willow Way and Cherrytree cutting from the roadway to the Com-Ed poles.

30. Willow Way (Exhibit pages 13)

Mowing, Oak Street to the Kingswood south end by the golf course. The south end will be cut from the residents/park to the east and to the sidewalk to the west. There is a small section to the north that is east of the wooded area and the houses that are on Grace St.

31. Oak Street (Exhibit Pages 16, 17, 22, & 31)

Starting west mow the island at Oak and Orchard. Starting east of Silver Trails mow the south right of way from 97 Silver Trails to the intersection of Walnut and Oak. Mow three (3) islands along Oak from Walnut to Cherrytree Ct. Mow the right of way from 405 Oak (Veterinary Clinic) to the intersection of Timber Oaks and Oak. See exhibits for exact locations and maintenance required.

32. Mooseheart Road (Exhibit Page 23)

Mow the island east of the intersection of Randall and Mooseheart.

33. Orchard Road (Exhibit pages 23, 29, 30, & 31)

Begin mowing islands (6 total) at Interstate 88 continuing north and northeast to Randall Road.

34. Randall Road (Exhibit pages 19, 20, & 24)

Mowing shall include the right of way on the east side of the road from the property line of 900 Oak Street at the south to the property line of The Seventh Advents Church to the north. This will also include the island at the intersection of Randall and Dogwood. The guard rail north of I-88 shall be string trimmed around and roundup maybe applied to control new growth. The right of way in front of the NICOR substation is included in the mowing of Randall Rd. See exhibits for exact locations.

35. Orchard Gateway (Exhibit pages 25-29)

Mow a total of eight (8) island between Randall Road to the east and Orchard road to the west. Concrete areas of the islands should be kept clear of weeds, roundup maybe used to control weeds. Mowing of approximately 950 feet of right of way on the north side of Orchard Gateway, just west of Randall Road. The width of this area is approximately 15 feet wide. Mow the north side of Orchard Gateway for Hansen to Orchard. This area is from the back of the curb to power poles. West of Orchard north side of Orchard Gateway mow the ROW from Deerpath west approximately 400 feet. The island is also included. The guardrail shall be string trimmed around and roundup maybe used to control new growth. See exhibits for exact location

36. Route 31 Lincolnway (Exhibit pages 43 & 44)

Weed eat and spray concrete medians along the center of the road on an as needed basis.

37. 19 South Lincolnway (Exhibit page 42)

This property is owned by the Village of North Aurora. Maintenance would include lawn mowing and weed eating.

38. 10 South Lincolnway (Exhibit page 41)

This property is owned by the Village of North Aurora. The business is being demolished and we will need to maintain the property. Maintenance would include lawn mowing and weed eating.

Site Visit

The contractor is must visit the site locations to understand job site conditions. Some areas have steep slopes in ditch lines, other areas have rough terrain and could inhibit the efficiency of the operation.

Additions and Deletions

The Village of North Aurora reserves the right to add or delete new locations to the contract within reason. Contract additions and deletions will be compensated based on the frequency and area to be mowed.

Time of Completion

The project will conclude November 25 or when ground becomes frozen, whichever occurs first. An extension in time must be requested in writing and approved by the Public Works Director or designee.

Contractor Registration

The contractor will be required to register as a contractor in the Village of North Aurora. This requires the contractor to complete the "Application for Contract Registration" and pay the \$150.00 fee. This form can be found on the Village of North Aurora website at the following address:

<http://northaurora.org/pdf/Building%20Dept/2017.05.04%20CONTRACTOR%20REGISTRATION.pdf>

The form can be picked up in the Village of North Aurora Building Department located at 25 E. State Street, North Aurora, IL 60542

References

A minimum of 3 current references must be provided. Telephone numbers and contact names for each reference shall be provided. It is preferred that references are from municipalities or other governmental agencies.

Bid Bond

If the bidder's proposal for the project is equal to or greater than \$10,000, a bid bond or certified check in the amount of five percent (5%) of the bidder's proposal will be required. No bid bond will be required if the proposal for the project is less than \$10,000.

Addenda

All addenda, if issued, require signature and are to be included in the sealed bid. Village of North Aurora will make every effort to make all bidders aware of addenda as they are issued, however it is the responsibility of the bidder to check the web site for addenda, sign, print, and include them in the sealed bid. Addenda will be issued as needed up to 48 hours in advance of the bid opening.

Indemnification

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorneys' fees and court costs, which the Village may sustain or for which it may become liable on account of injury to or death

of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Sub-Contractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Sub-Contractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the Village.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the Village, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

Insurance Requirements:

The Contractor will be required to meet our standard insurance requirements. Unless otherwise specified the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Village of North Aurora. The contractor shall supply a certificate of insurance with the Village of North Aurora an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$ 500,000 (each person) \$1,000,000 (each accident)
Workmen's Compensation Insurance:	All Liability imposed Workmen's Compensations stature
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired and non-Ownership Vehicle Bodily Injury and Property Damaged to the Following Limits	
Bodily injury, including accidental death	\$ 500,000 (each person) \$1,000,000 (each accident)
Property damage	\$1,000,000 (each accident)

Instructions for Schedule of Prices.

At the bottom of the **Schedule of Prices**, place the total cost for completing the scope of work. This number should then be transferred to the **Proposal**.

Schedule of Prices

X = Same Frequency as Mowing

1X = One Time Per Season

2X = Two Times Per Season

No.	Locations	Description	Mowing Frequency	Weeding Landscape Beds	Mulching Landscape Areas	Weed & Feed Applications	Page Number in Exhibit A
1	Waterford Retention Pond #1	SSA 4	1/ week			1X	33
2	Waterford Retention Pond #2	SSA 4	1/ week			1X	34
3	Alexandra Court Landscape Island	SSA 4	1/ week			1X	33
4	Spring Court Landscape Island	SSA 4	1/ week			1X	34
5	White Oak Ct (East) Landscape Island	SSA 4	1/ week			1X	34
6	White Oak Ct (West) Landscape Island	SSA 4	1/ week			1X	34
7	Timber Oaks Pond #1	SSA 8	1/ week			1X	14
8	Timber Oaks #2	SSA 8	1/ week			1X	15
9	Banbury Retention Pond	SSA 9	1/ week			1X	5
10	313/401 Juniper	SSA 11	1/ week			1X	18
11	402/406 Magnolia	SSA 11	1/ week			1X	21
12	Village Hall/Riverfront Park and Features	Public Facility	1/ week	X	1X	2X	8
13	Police Department	Public Facility	1/ week	X	1X	2X	10
14	Sharon Lane	Vacant Lot	1/ week			1X	4
15	Welcome Sign Route 25	Monument Sign	1/ week	X	1X		2
16	Marvo/John Parking Area	Parkway/ r.o.w.	1/week		1X		36
17	Automall Water Tower	Public Facility	1/ week				28
18	2101 Tanner Drive (Salt Dome West Side of Town)	Public Facility	1/ week		1X	1X	32
19	Rt 25 & Butterfield	Parkway/ r.o.w./islands	1/ week				3
20	Mitchell Road	Parkway/ r.o.w.	Monthly / As Needed				37

No.	Locations	Description	Mowing Frequency	Weeding Landscape Beds	Mulching Landscape Areas	Weed & Feed Applications	Page Number in Exhibit A
21	Butterfield Road	Parkway /r.o.w.	1/ week				6, 7
22	Grant Street	Parkway/ r.o.w.	1/ week				35
23	Monroe Street	Parkway/ r.o.w.	1/ week				9
24	NE corner of State (56) & Lincolnway (Aurora-Batavia)/ Route (31)/ Community Sign	Vacant Lot	1/ week	X	1X	1X	9
25	Lincolnway (Aurora-Batavia/Route 31)	Parkway/ r.o.w.	1/ week				38
26	Lincolnway & Interstate 88	Parkway/ r.o.w.	1/ week				12
27	Evergreen Drive	Parkway/ r.o.w.	1 /week				39
28	Airport Road	Parkway/ r.o.w.	1/ week				11
29	Kingswood Drive	Parkway/ r.o.w.	1/ week				13
30	Willow Way	Parkway/ r.o.w.	1/ week				13
31	Oak Street	Parkway/ row./ islands	1/ week				16,17,22,31
32	Mooseheart Road	Island	1/ week				23
33	Orchard Road	Islands	1/ week				23,29,30,31
34	Randall Road	Parkway/ r.o.w.	1/ week				19,20,24
35	Orchard Gateway	Parkway/ r.o.w./ islands	1/week	X			25,26,27,28,29
36	Rt. 31 (S. Lincolnway)	Concrete Islands	Monthly as needed				43,44
37	19 South Lincolnway	Village Owned Property	1/week				42
38	10 South Lincolnway	Empty Loct	1/week				41

Lump Sum Bid Price Year 1 \$53,392.00

Lump Sum Bid Price Year 2 \$53,392.00

Lump Sum Bid Price Year 3 \$55,264.00

Lump Sum Bid Price Year 4 \$55,264.00

Total \$217,312.00

Proposal

The contract shall be deemed as being awarded when formal notice shall have been duly served upon the intended awardee by an officer of the Village of North Aurora duly authorized to give such notice.
Bid will be awarded to lowest responsible total base bid amount, pending compliance with instruction to bidder's document.

I. Bidding company contact information

Company name: Sebert Landscaping, Inc.
Company address: 1550 W Bartlett Rd, Bartlett IL 60103
Service office: 30W741 Butterfield Rd, Naperville IL 60563
Contact name: Terence Holum
Contact phone #: 630-327-1869
Contact email: terry@sebert.com

II. Lawn Mowing and Maintenance Proposal

I have read the scope provided in this bid document along with all associated appendices and agree to perform all of the work identified to successfully complete the lawn mowing and maintenance for the locations identified in the Schedule of Prices for the not to exceed amount of:

Lawn Mowing and Maintenance lump sum total bid in words (carried forward from schedule of prices page 12):

Two hundred seventeen thousand-three hundred twelve dollars and zero cents.

Lawn Mowing and Maintenance lump sum total bid in figures (carried forward from schedule of prices page 12):

217,312.00

\$ _____

I Terence Holum verify that I am authorized to
(print name)
provide the above pricing on behalf of Sebert Landscaping, Inc.
(company name)

And will hold the above pricing for a period of 90 days from the date of the bid opening.


Signature

February 10, 2022
Date

Contractor's Certification

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local ordinances.

Print Name: Sebert Landscaping, Inc. Corporation XX

Individual _____ Partnership _____

As part of his/her bid on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

Date: 2/10/22

Contractor By: Terence Holum 

Branch Manager

Title: _____

(State of Illinois) SS County of DUPAGE

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Terence Holum appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: Feb 10, 2022

Notary Public: 



List of Subcontractors and Suppliers

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list may result in rejection of bid

Legal name, current telephone number and address of all subcontractors must be included. If no subcontractors are used, please write "None".

Sub-Contractors

Work Assignment

NONE	

Contractor Bid Agreement

To: The Village of North Aurora
25 E. State Street
North Aurora, IL 60542

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: [Handwritten Signature]

Terence Holum

Print Name: _____

Title: Branch Manager

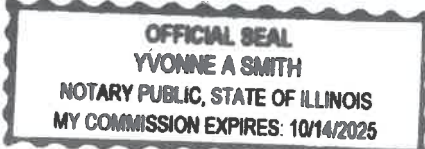
Date: 2/10/22

(State of Illinois) SS County of DUPAGE

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that TERRY HOLUM appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 2/10/22

Notary Public: [Handwritten Signature]



Addendum Number 1
Lawn Mowing and Landscape Maintenance
Issued January 13, 2022

Addendum Description

The Village of North Aurora no longer requires contractors to register with the Village as indicated in the specifications on page 9.

Contractor Registration

~~The contractor will be required to register as a contractor in the Village of North Aurora. This requires the contractor to complete the "Application for Contract Registration" and pay the \$150.00 fee. This form can be found on the Village of North Aurora website at the following address:~~

~~<http://northaurora.org/pdf/Building%20Dept/2017.05.04%20CONTRACTOR%20REGISTRATION.pdf>~~

~~The form can be picked up in the Village of North Aurora Building Department located at 25 E. State Street, North Aurora, IL 60542~~

Action Required

1. Sign below acknowledging the Addendum

Sebert Landscaping, Inc.

Company

Terence Holum

Printed Name



Signature

February 10, 2022

Date