

Glenbard Wastewater Authority



Invitation to Bid

Landscape Maintenance Services

**Wastewater Resource Recovery Facility – Bemis Road
Combined Sewer Overflow Facility – West Glen Oak Road
GWA Properties – Bemis & Sunnybrook Road**

**Bid Due Date: August 28, 2020
10:00 AM**

Request for Bid

Submit all pages of this document with your submittal. Complete the appropriate sections of the agreement when submitting your proposal. A final executed copy of this document will be provided to the Contractor awarded the project. Glenbard Wastewater Authority ("Owner") will retain the original copy of the executed document for record keeping purposes.

In general, the maintenance of Lawns, Shrubs, and Ornamental Trees at Glenbard Wastewater Authority Facilities is required. The Contractor shall propose on providing Landscape Maintenance Services for the periods:

- March 15, 2021 through November 15, 2021
- March 15, 2022 through November 15, 2022
- March 15, 2023 through November 15, 2023

The Owner **does not** guarantee any minimum quantity of Landscape Maintenance required annually.

Work to be performed under this Contract is Landscape Maintenance Services at Owner's facilities, which are publicly owned and operated jointly by the Village of Glen Ellyn, and Village of Lombard, Illinois. The facilities consist of Four (4) geographic locations:

1. Glenbard Wastewater Main Facility
945 Bemis Road, Glen Ellyn, Illinois
2. Combined Sewer Overflow Facility
625 W. Glen Oak Road Lombard, Illinois
3. GWA Property
940 Bemis Rd, Glen Ellyn, Illinois
4. GWA Property
1S 641 Sunnybrook Rd, Glen Ellyn, Illinois

Owner's facilities shall be provided landscape maintenance services as described in the specifications herein.

Sealed bid proposals must be received prior to 10:00am on Friday August 28th, 2020 at the Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, IL 60137, marked "Attention: Thomas Romza; Landscape Services" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and labeled with the bidder's name and information. Only sealed bids will be accepted.

Basis of Award – Proposals will be canvassed on the basis of "Total Cost". Award will be based on the lowest, responsive, responsible proposal. This award will be made upon the recommendation of the Glenbard Wastewater Authority Executive Director to the Glenbard Wastewater Authority Executive Oversight Committee for anticipated award in September 2020. The award recipient will be expected to commence service to the Authority on March 15, 2021.

Landscape Maintenance Services Specifications

Spring Clean-Up at All Facilities:

During March – April, the Contractor Shall:

1. Prior to beginning seasonal operations, all areas shall be cleared of winterkill, debris, leaves, and all other materials that have accumulated during winter months. All debris and grass trimmings resulting from this work shall be hauled away and legally disposed of, and shall be included in the proposal. Clean-up bed areas as required and remove all leaves, small branches and other debris which have accumulated around shrubs and other landscaped areas.
2. Inspect premises for adverse conditions which may affect the healthy growth of turf and plants, and recommend corrective action.
3. Mow turf areas if needed. Clippings shall be mulched, returning needed nutrients to the soil.

4. Cultivate and edge all planting and shrub beds as required.
5. Power-edge all walkways and adjoining turf areas.

Lawn Maintenance at Bemis Road and Lombard Facilities:

Housekeeping/Mowing: All papers, bottles and other refuse will be removed by the Contractor and properly disposed of weekly. Mowing shall be done with properly adjusted mowing equipment suitable to both the terrain and the size of the area to be mowed. The Contractor will mow turf areas weekly (as needed, weather permitting) to maintain a height between two and a half and three inches. These services begin in April and continue throughout the term of the contract. Mowing services also include:

1. Directional mowing – To reduce the effect of track marks on the turf, the Contractor will alternate the mowing direction weekly.
2. Trimming – Grass adjacent to fences, buildings and other obstacles will be trimmed to the same height as the turf areas.
3. Mulching – Finely cut grass clippings will be returned to the turf, “recycling” nutrients back into the soil.

Edging: All grass adjacent to walkways and driveways will be power edged to prevent encroachment of turf, and to present a neat appearance. Edging will be done as needed, but at a minimum of four (4) times per year.

Post-Mowing Clean-Up: To present a neat and orderly appearance, grass clippings will be removed from all walkways, driveways and other paved areas by sweeping, blowing or vacuuming.

Lawn Fertilization and Weed Control at Glenbard and Lombard Facilities:

The Contractor will perform three (3) turf fertilization applications, two (2) in the Spring and one (1) in the Fall. The chemical composition of each application is mixed to provide the nutritional needs of the soil at that time of the year.

All lawn areas shall be fertilized three (3) times during the growing season and shall receive at least two (2) applications of weed killer. All applications of fertilizer and weed killer shall consist of the minimum formulations listed below or that formulation determined by soil testing to produce deep-rooted, strong and disease resistant turf. The schedule for application shall be as follows:

April-May	Pre-emergent crabgrass & dandelion weed killer. Premium grade fertilizing (20-4-10)
June-July	Fertilizer (20-4-10).
Sept. – Oct.	Premium grade fertilizing & Pre-emergent broadleaf weed control (8-4-14)

The Contractor will notify the Glenbard Wastewater Authority as to the specific date each application shall be performed. Flags will be posed after application.

Planting Bed Weed Control at All Facilities:

In addition to the Spring Clean-Up weed control application, the Contractor will:

1. Spray planting bed areas with Trimec Broadleaf herbicide; in addition to turf treatments.
2. Spray gravel/rock areas and sidewalk cracks with herbicide.
3. Incorporate a pre-emergent granular selective control into the soil each time the shrub and planting beds are cultivated.

In conjunction with fertilization applications, lawn areas will receive two (2) applications of weed control for the elimination of dandelions and other broadleaf weeds, and one (1) application of weed and grass pre-emergent for prevention of crabgrass and other undesirable grasses. It is the Contractor's responsibility to see that no damage occurs to any plant material from the use of these chemicals. Throughout the growing season, all asphalt, concrete or stone bed areas will be kept weed free with the application of the appropriate herbicides. This contract offers a total of five (5) applications at three (3) different intervals: Fertilization (3), Weed Control (2). The Contractor shall continually monitor for the need of additional applications and, if needed, notify the Owner.

Bedding Cultivation and Edging at all Facilities:

All shrub and planting beds will be cultivated and neatly edged at least two (2) times per season. This service begins in April-May and is repeated after the third (3rd) month. Large stones, foreign material, or debris brought to the surface in the process of cultivating shall be removed.

Pruning & Trimming at All Facilities:

To maintain an attractive appearance, all ornamental shrubs, trees and evergreens will be trimmed and pruned in accordance with standard horticultural practices. These services shall be performed at the time of year most appropriate for each species of plant. Excluded from this contract are trees with a trunk diameter greater than six inches, or those requiring use of an elevated bucket or ladder. To maintain the natural size, shape, scale and natural characteristics of the landscaping:

1. All shrubs shall be trimmed one (1) time per year to a height of ten (10) feet.
2. All hedges will be trimmed two (2) times per year, to a height of 8'.
3. All evergreens and ground covers will be trimmed one (1) time per year.

To correct weak crotches, all crossing branches, suckers and water sprouts will be removed. All limb removals shall be made in a manner to aid in optimal re-growth of the cambium over the cut area. All trees and shrubs shall be kept pruned back to clear all roads, drives and walkways for optimum efficiency and safety to pedestrians and vehicles.

Plants will be pruned to clear all doorways and windows. Once per year during the contract, trees and shrubs shall be pruned to eliminate dead, diseased or damaged wood. This will occur in late spring or late fall. Flowering trees will be pruned only after the flowering phase has been completed. Spiraea and Potentilla shrubs may be pruned in early spring before flowering begins. The Contractor is not responsible to bring trimming to a maintainable level.

Insect and Disease Control: Insect and disease problems shall be monitored throughout the growing season. If pesticide applications are necessary, the Owner shall be notified of the appropriate remedy and cost of treatment and approve such work before any action is taken. The Contractor reserves the right to subcontract this treatment.

Fall Landscape Service at All facilities:

Beginning in the month of October, and weekly thereafter throughout the term of this contract, the Contractor will pick up and haul away leaves and other debris from all landscaped areas. *Last mowing shall be two inches.* One (1) Fall clean-up is included per year.

Time-and-Material Services:

At the Owners request and approval the Contractor will offer the following services which when necessary, the Owner shall be notified of the cost of services and approve such work before any action is taken. The Contractor reserves the right to subcontract these services.

Shrub and Planting Bed Mulch: Because of decomposition, organic mulches need periodic replenishment. Do not add mulch simply to "freshen" the appearance. Contractor will review all shrub and planting bed mulch levels. If mulch addition is necessary, the Owner will be notified of the cost for this service before any action is taken. Upon approval of the Owner, mulch levels will be adjusted by the addition of a mulch mixture consisting of shredded hardwood bark or cypress to a level of about 2 to 3 inches total. Contractor will keep mulch 3 to 6 inches away from the trunks of shrubs, and 8 to 12 inches away from the trunks of mature trees. Contractor will mulch out to a tree's drip-line (if possible), and for shrubs mulch will extend 12 inches beyond the periphery of the root ball. The cost for this service will be on a time and material basis.

Tree Fertilization, Insect and Disease Control: All tree and lawn evergreens are deep-root watered on a time and material basis using available water at no cost to the Contractor. At the request of the Owner, Contractor will deep-root feed trees during the fall with an approved fertilizer at the recommended rate to stimulate root growth and the general vigor of the plant. The cost for this service will be on a time and material basis. Insect and disease problems are monitored throughout the growing season. If pesticide

applications are necessary, the Owner will be notified of the appropriate remedy and the cost of treatment before any action is taken. Insecticides and fungicides will be applied only by a licensed operator.

Shrub Watering, Insect and Disease Control: Shrub watering will be accomplished upon the request of the Owner on a time and material basis using available water at no cost to the Contractor. Insect and disease problems are monitored throughout the growing season. If pesticide applications are necessary, the Owner will be notified of the appropriate remedy and the cost of treatment before any action is taken. The cost for this service will be on a time and material basis. Insecticides and fungicides will be applied only by a licensed operator.

Proposal Site Inspections

Proposal site inspections may be scheduled prior to Friday, August 28th, 2020 by contacting Jon Braga as listed below. **Proposal site inspections are recommended.**

Glenbard Wastewater Authority

945 Bemis Road

Glen Ellyn, Illinois 60137

Email: jbraga@gbww.org

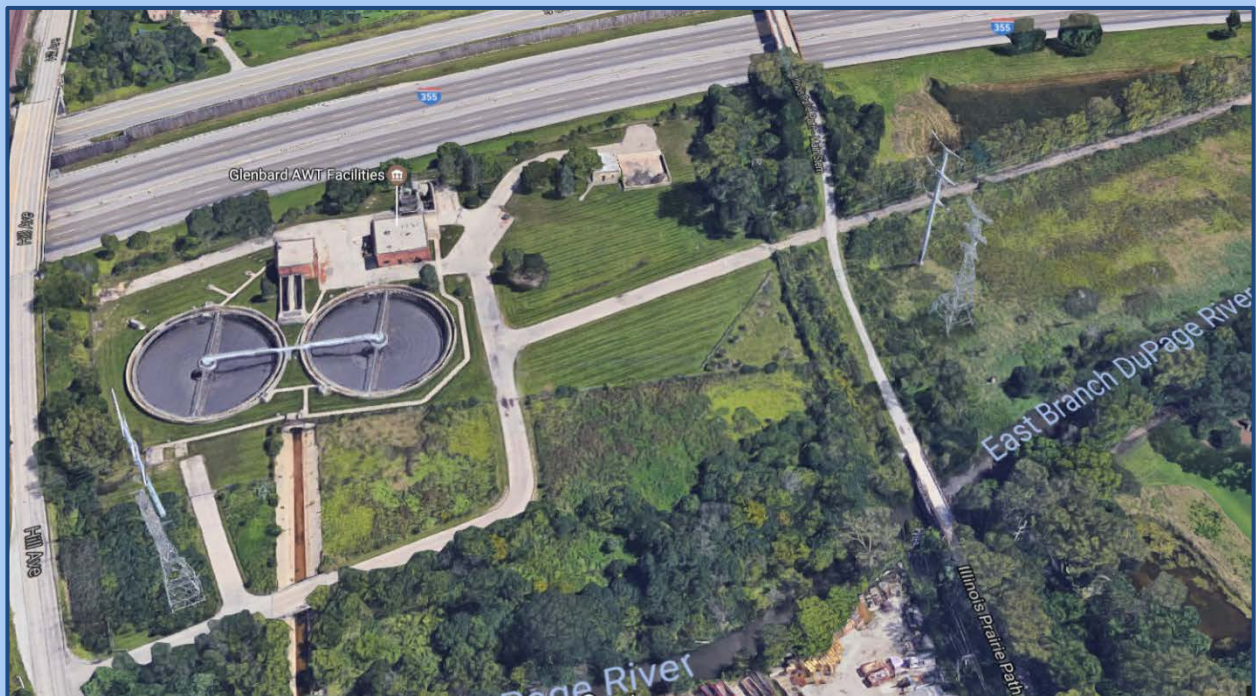
Phone: (630) 790-1901 x 124

Tuesday through Friday – 6:30 AM to 4:00 PM.

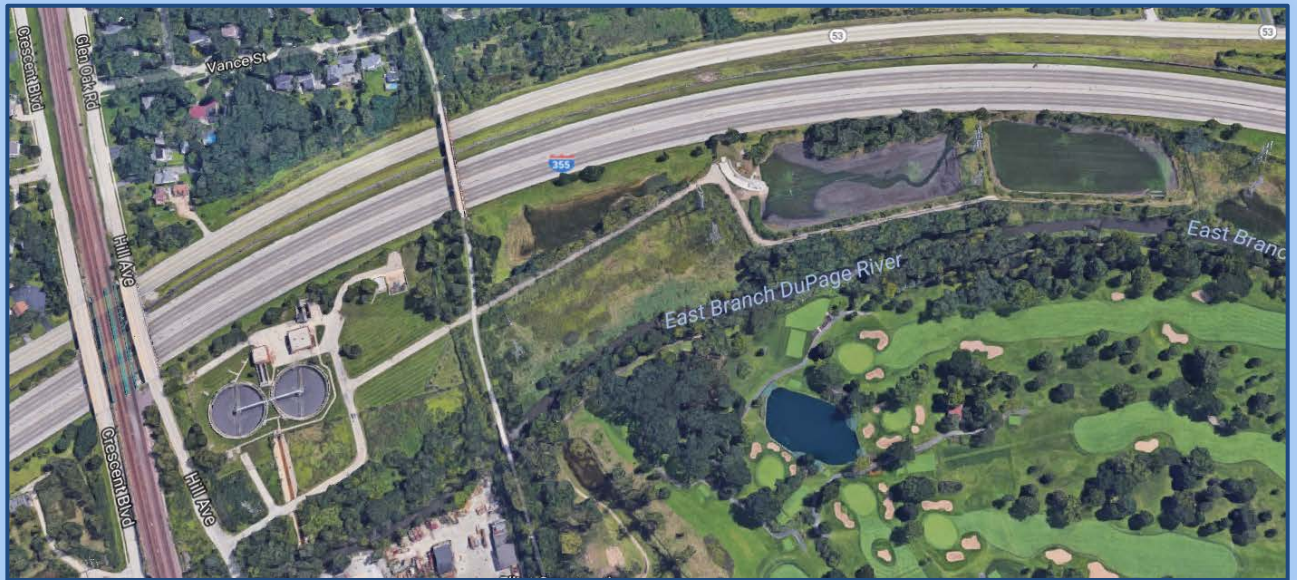
Wastewater Resource Recovery Facility
945 Bemis Road
Glen Ellyn, IL 60137



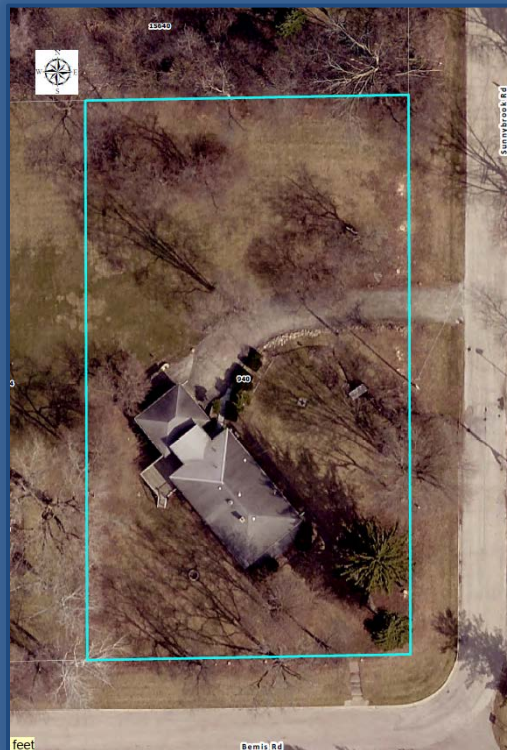
Lombard Combined Sewer Overflow Facility
625 W. Glen Oak Road, Lombard, IL 60418



Lombard Combined Sewer Overflow Facility - continued
625 W. Glen Oak Road, Lombard, IL 60418



GWA Property
940 Bernis Road, Glen Ellyn, IL 60137



GWA Property
1S641 Sunnybrook Road
Glen Ellyn, IL 60137



AGREEMENT BETWEEN OWNER AND CONTRACTOR

This is an Agreement made as of _____, 2020, by and between the Glenbard Wastewater Authority

("Owner") and _____ ("Contractor") for Landscape Maintenance Services.

Owner and Contractor, in consideration of their mutual promises agree to the performance of services by the Contractor and the payment for those services by the Owner.

Owner: Glenbard Wastewater Authority

945 Bemis Road

Glen Ellyn, IL 60137

Contractor: _____

Project: Glenbard Wastewater Authority Landscape Maintenance Services

The Owner and Contractor agree as set forth below:

SECTION 1 – BASIC SERVICES OF CONTRACTOR

- 1.1 Contractor shall perform all the work specified in the Contract Documents. The term "work" means the construction and/or execution of services required by the Contract Documents, and includes all material, labor, equipment, tools, appliances, appurtenances, supervision and other services necessary for the Contractor to perform and complete everything specified or implied in the Contract Documents.
- 1.2 Contractor shall provide Owner with Material Safety Data Sheets (MSDS) for all chemicals and materials requiring use by Contractor on Owner's property.

SECTION 2 - TERM OF THE AGREEMENT

- 2.1. This Agreement shall commence March 15, 2020 and will end on November 15, 2023.
- 2.2. This Agreement may be renewed annually thereafter for successive one (1) year terms by written notice of renewal submitted by either party to the other and acceptance in writing by the both parties.
- 2.3. Prices charged under this Agreement for any renewal term shall be recalculated and agreed to by both parties and approved by both parties in a written amendment attached to this Agreement. Failure to agree on new prices shall constitute non-renewal.
- 2.4. Owner may terminate this Agreement at any time during its term if Owner, in its sole judgment, determines that termination is in Owner's best interest. Owner shall not be required to provide any reason for termination. Any termination for cause that is ultimately held unjustified by a court of competent jurisdiction shall be automatically deemed a termination for convenience of Owner. Upon such termination, Contractor's monetary recovery, if any, shall be limited to the amounts of charges for services performed but not yet paid for. Termination of this Agreement shall not affect any rights or remedies Owner may have against Contractor, then existing or which may thereafter occur. Any retention of money due Contractor by Owner will not release Contractor from any liability hereunder.

Termination having been explicitly contemplated by Owner and Contractor, notice of election to terminate shall take the following form:

NOTICE OF TERMINATION

This is to notify you that Glenbard Wastewater Authority has elected to cancel and terminate, and does hereby cancel and terminate, effective , the following written contract entered into with you, all in accordance with the terms and provisions thereof: "[Contracted Service Name]" ; Bid Opening: "[Bid Opening Date]" , Between Glenbard Wastewater Authority and "[Contractor Name]" (Contractor).

- 2.5. Notice of Termination shall be by service of the above by certified mail or in person by the Owner and upon the Contractor.
- 2.6. Any Notice of Termination shall be sent to provide thirty (30) days' notice prior to the actual date of termination to the Contractor.
- 2.7. Notices served by certified mail shall be presumed to have been received four (4) days after mailing of said notice. Notice shall be sent to Contractor's address:

CONTRACTOR:

SECTION 3 - PAYMENTS TO CONTRACTOR

- 3.1 The Contractor agrees to accept, and Owner agrees to pay, the following prices as full compensation for furnishing all the labor, tools, materials, and appurtenances necessary to complete all the work specified in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the entire work, free of all claims, liens and charges whatsoever and in full compliance with the specifications and the requirements of Owner, complete under them, to wit:

Provide Landscape Maintenance Services, per the attached specifications for the annual unit prices of:

Location	2021 Price	2022 Price	2023 Price
Bemis Road Facility Lump Sum Price*			
Glen Oak Road Facility Lump Sum Price*			
940 Bemis Rd Lump Sum Price*			
1S 641 Sunnybrook Rd Lump Sum Price			
TOTAL:			
3-YEAR TOTAL:			

*Billed on a monthly basis during the eight (8) month contract season each year.

3-YEAR TOTAL Contract Obligation of Owner:

dollars

(written in words)

and _____ cents. \$ _____
(written in words) (written in figures)

The Owner's maximum obligation under this Contract shall not annually exceed the *TOTAL Contract Obligation of Owner* as specified, unless expressly authorized in writing by Owner. The above prices will be used to determine compensation to the Contractor for the work, but Owner does not guarantee that Owner will request any minimum, or maximum quantities of work, for unit price items.

- 3.2 Monthly Statement. Contractor will tender a monthly request for payment to Owner for detailed services performed during the preceding month. Request for payment on Time and Material items shall be itemized and attached as separate payment requests. Owner shall review each request, and remit payment as per the Illinois Prompt Payment Act.

- 3.3 No Guarantee of Engagement. Nothing contained herein shall constitute a guarantee that Contractor will be engaged for a minimum number of days or hours during the period covered by this Agreement or any renewal thereof.

SECTION 4 - DUTIES OF OWNER

- 4.1 Owner's Responsibilities. The Owner is responsible to provide a cleared access road for the Contractor's vehicles to reach the Owner's facilities, and a gate padlock key. The Owner's facilities are available to perform the work Monday through Friday between the hours of 7:00 am and 3:30 pm. No work may be performed on weekends without prior approval of the Owner.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 5.1 Indemnification and Insurance. This Agreement is subject to the following special provisions:
- 5.1.1. Indemnification Against General Liability: The Contractor and Owner shall indemnify, hold harmless and defend each other and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from performance of their respective responsibilities under this Agreement, provided, however, that any such claim, damage, loss, or expense (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and (2) caused in whole or in part by any negligent act or omission of both Contractor and Owner, anyone directly or indirectly employed by them, or anyone for whose acts they may be jointly liable regardless of whether or not is caused in part by a party indemnified hereunder, in which case Contractor's and Owner's liability shall be limited to its proportionate or contributory share of the negligence covering the claim, damage, loss or expense.
 - 5.1.2. Insurance: The Contractor shall maintain at all times throughout the term of this Agreement, and throughout any extension or renewal thereof, insurance with minimum limits and coverage as shown below:
 - a. Workers' Compensation - Worker's Compensation, including Occupational Disease, Insurance meeting the statutory requirement of the State of Illinois, and Employer's Liability insurance in an amount of at least One Million Dollars (\$1,000,000.00). Policy must waive subrogation against the Owner; however, such waiver shall not apply where Owner is solely negligent or the proximate cause of the injury arises from Owner's activity.
 - b. Comprehensive General Liability Insurance - Comprehensive General Liability Insurance providing Five Hundred Thousand Dollars (\$500,000.00) each for bodily injury and property damage combined single limit; One Million Dollars (\$1,000,000.00) in the aggregate for this Agreement. If such aggregate shall be partially or totally impaired as the result of losses suffered outside this Agreement, Contractor shall provide through other insurance, or its own means that amount required to provide Owner with Two Million Dollars (\$2,000,000) of aggregate protection in any single policy year.
 - c. Excess Liability Insurance: At the Contractor's option, primary limits may be less than required above with an excess liability (umbrella) policy providing the additional limits required. This form of insurance will be acceptable provided it combined with primary policies, provide the insurance coverage herein required and that the excess liability minimum amounts equal or exceed Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.
 - d. The Glenbard Wastewater Authority, it's Executive Oversight Committee, Officers, agents, and employees, the Village of Glen Ellyn, and the Village of Lombard are to be

Acknowledged on the Certificate of Insurance as "Additional Insured" with respect to liability.

- e. Comprehensive Automobile Liability Insurance – Comprehensive automobile liability insurance, covering all owned, non-owned and hired vehicles in limits of liability equal to those set forth herein above, namely One Million Dollars (\$1,000,000.00) combined single limit.

5.2. Certificates of Insurance - The Contractor shall furnish to Owner Certificates of Insurance evidencing coverage of the above-recited insurance requirements.

5.2.1. All Certificates of Insurance must state that any material change in coverage or non-renewal or cancellation will be provided to the Owner ten (10) days prior to the effective date of any such change, non-renewal or cancellation.

5.2.2. The form of the Certificate of Insurance shall be subject to the reasonable approval of the Owner and its Attorney.

5.2.3. The Certificates of Insurance will be delivered to Owner forthwith.

5.2.4. It is understood and agreed that the insurance coverage and limits required above shall in no way limit the extent of the Contractor's responsibilities and liabilities specified within this Agreement.

5.2.5. It is understood and agreed that authorization is hereby expressly granted to Owner, without the benefit of "lien right" in favor of Contractor, for the Owner to withhold payments to the Contractor until a properly executed Certificate of Insurance providing insurance as required herein is received by the Owner.

5.2.6. It is expressly understood and agreed by the Contractor that it will not proceed with the services described in this Agreement until the required insurance certificates are in the hands of the Owner.

5.3. Subcontracts. Contractor shall not subcontract with any other company **except** as expressly written in this agreement, or specified and approved by Owner.

SECTION 6 - GENERAL PROVISIONS

6.1. This Agreement is subject to the following General Provisions:

6.1.1. This Agreement may not be assigned by either party, except with the prior written consent of the other party.

6.1.2. No assignment of this Agreement shall relieve the assignor of any of its liabilities hereunder.

6.1.3. No waiver of any right or failure to exercise any remedy with respect to any matter or event subject to this Agreement shall be or be deemed to be a waiver of such right or remedy with respect to any other matter or event, or to constitute a precedent for purposes of the interpretation of this Agreement.

6.1.4. Headings used in this Agreement are for convenience of reference only, and shall not be considered in the construction or interpretation of this Agreement.

6.1.5. The laws of the State of Illinois shall govern this Agreement. Venue shall be in DuPage County.

6.2. Exhibits. The following exhibits are attached to and made a part of this Agreement:

6.2.1. "Request for Proposal for Landscape Maintenance Services"

6.2.2 The Agreement. This Agreement, together with the exhibit identified above, constitute the entire agreement between Owner and Contractor and supersede all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

6.3. Limit of Liability. In no event shall Contractor or Owner be liable for any special, indirect, incidental, consequential or punitive damages hereunder, whether or not such damages were caused by or resulted from Contractor's or Owner's negligence. No claim of any kind of breach of warranty, whether based on negligence, warranty, or breach of contract, shall be greater in aggregate amount than fifty thousand dollars (\$50,000), except for any amounts recovered under or paid by the Contractor's Insurance required to be maintained as per Section 5 of this Agreement. However, nothing in this paragraph shall limit in any way the liability of the Contractor for claims brought by its employees due to the amount or type of damages, compensation, or benefits payable by or for, or paid by or for, the Contractor under any Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

Glenbard Wastewater Authority
Glen Ellyn, Illinois

(Glenbard Wastewater Authority Representative)

Contractor:

(Company Name, City, State)

(Authorized Representative)

(Title)