

**County of Kendall
Facilities Management Department
804 W. John St.
Suite B.
Yorkville, IL 60560**

(630) 553-4102



Invitation to Bid

**Landscaping Services
Maintenance**

February 3, 2022

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for *Landscaping* services maintenance which include a spring cleanup, weekly grass cutting, trimming, weekly weed pulling, fertilizing, weed control, planting bed & native landscaping maintenance, insect and disease control, watering of lawns and trees if needed and directed by the Facilities Management Director, and tree, shrub & evergreen maintenance for nine county building locations as scheduled and if needed and as directed by the Facilities Management Director and tree, shrub & evergreen maintenance for nine county building locations as scheduled and if needed and as directed by the Facilities Management Director. Bidding documents are available from the Kendall County Facilities Management Office (“KCFM”), 804 John Street, Suite B, Yorkville, Illinois, telephone (630) 553-4102, after February 3, 2022 between the hours of 8:00 a.m. and 4:00 p.m., or on the Kendall County website at <https://www.co.kendall.il.us/departments/administration-services/rfp-rfq-call-for-bids>. Kendall County plans to enter into a contract with the successful bidder for a period covering three (3) years. The contract shall be automatically renewed for (2) one-year increments following the initial period, unless KCFM notifies vendor in writing by or before thirty days prior to the expiration date of the initial period or each subsequent one-year period, that KCFM does not wish to continue the agreement.

Examination: Bidders shall receive a copy of the Instruction To Bidders, Agreement, and all attachments to use in preparing a bid. Examine the documents and the described site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

Questions and Interpretations: Submit questions about the documents to the Director of Facilities Management in writing via facsimile (630) 553-4125 or personal delivery. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of intent of the documents.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked “Landscaping Services Maintenance BID” and the name and address of the bidder. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement have been completed which includes Attachment C-Fees and Reimbursements.

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John St., Suite B, Yorkville, Illinois, 60560. Bids must be received before February 17, 2022 at 10:00 a.m. in order to be considered.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by Written Notice received by KCFM. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

Pre-qualification: The bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact person(s) name, company address, email address and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:

- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

Opening: Bids shall be stamped with the date and time received. The bids shall be opened on February 17, 2022 at 10 a.m. by the Director of Facilities Management or designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Facilities Management Committee.

Award: It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all stipulations of this document and the Agreement. Low bid will be established by comparing Attachment C for the bidders that meet all requirements.

Rejection of Bids: The Kendall County Board, Kendall County Facilities Management Committee, and Kendall County Facilities Management Director reserve the right to reject any or all bids; to waive technicalities; and reserve the right to award a contract which is in the best interests of Kendall County.

Disqualification: Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

Execution of Contract: Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order.

The accepted bidder shall assist and cooperate with Kendall County in preparing the Agreement, and within 10 days following its presentation shall execute same and return to the Director of Facilities Management.

AGREEMENT FORM

THIS Agreement is entered into the day and year first set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and _____ (hereinafter referred to as “Contractor”) with its principal place of business at _____. In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

- 1. Effective Date & Term:** This Agreement shall be effective as of its execution and continue until the **Kendall County Landscaping Services** contract has been completed or as terminated by either party pursuant to the terms in the Agreement.
- 2. The Work:** This Agreement includes and incorporates by reference herein all terms and conditions set forth in these eight (8) pages Terms & Conditions set forth in the RFP, Attachment A (Scope of Service), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Courthouse Area Grass & Plantings) & Attachment E (Drawings & Aerial Views) all of which are collectively referred to as the “Agreement”. This Agreement shall be effective as of (Insert date) and shall continue in force and effect until the project has been fully completed to the satisfaction of Kendall County through year three (Insert date) (“initial period”) or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first. Upon the conclusion of the initial period, the Agreement shall automatically renew for two (2) separate one (1) year increments following the initial period, unless Kendall County notifies Vendor in writing by or before thirty (30) days prior to the expiration date of the initial period or either of the subsequent one (1) year periods, that Kendall County does not wish to continue the agreement.
- 3.** Pursuant to and as set forth in this Agreement, Vendor will provide Kendall County with the following types of services: Landscaping Services Maintenance at the Kendall County Sites set forth in Attachments A and B, and any other Landscaping Services Activities requested by the Kendall County Facilities Management Director. Vendor shall provide the services set forth in this Paragraph 2 for all locations identified in Attachment B as scheduled in Attachments A, D and &E, and if needed, at any other time as requested by the Kendall County Facilities Management Director.
- 4.** Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the vendor’s services or obligations, Kendall County agrees to attempt to negotiate with the vendor for appropriate changes to the scope or price of this Agreement or both. In the event that Kendall County and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, Kendall County may immediately terminate the Agreement upon providing written notice to Vendor.
- 5.** Contractor must present an Application for Payment to Kendall County, attn.: KCFM Director, kcfm@co.kendall.il.us 804 W. John St. Suite B. Yorkville, IL 60560 for certification of the amount due monthly, in accordance with Contract Documents. The total amount due shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Kendall County reserves the right to reject any portion of the invoice that is outside the scope of the approved work or outside the scope of any additional approved work.
- 6. Time:** Time shall be changed only by written agreements signed by both parties.
- 7. Indemnification:** Contractor shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releases”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the “Claims”), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be

approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

~~8. **Bonds:** Contractor must furnish, supply and deliver a payment bond in the amount of 100% of the Contract Sum to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq. if required.~~

9. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein.

All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's

obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

- 10. Property Damage:** All loss or damage arising out of the nature of the work performed by Contractor including, but not limited to any damage caused to Contractor's equipment during the performance of said work shall be sustained at Contractor's expense. Contractor shall also be held responsible for any and all damage caused by Contractor in the performance of services under this Agreement. Any damage caused by Contractor to the County's parking lots, islands, sidewalks, buildings, and/or other Kendall County property may be repaired by Kendall County, in its sole discretion, and either deducted from the payment owed to the Contractor or billed to Contractor, at Kendall County's discretion.
- 11. Independent Contractor:** Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- 12. Non-Appropriation:** In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, Contractor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) calendar days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 13. Termination:** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination. Kendall County shall reimburse Contractor for any work completed prior to the termination date. Upon receipt of a termination notice, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Contractor's failure to mitigate such losses. Further, Kendall County shall not be responsible for salaries, overhead, and fees accrued after the Agreement's termination. Kendall County shall not be liable for any other additional payments, penalties, and/or early termination charges.
- 14. Warranties:** Contractor warrants to Kendall County that all construction and related services provided shall be performed in a good and workman like manner, in accordance with the terms of the Contract Documents, and all applicable laws, codes, regulations and other requirements, including safety standards. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- 15. Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party

beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

16. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
17. **Confidentiality:** It is understood and agreed to by Contractor that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
18. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, KCFM, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125, with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to _____, _____, Phone: (____) _____, Fax: (____) _____.
19. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The claiming party with all reasonable dispatch will remedy the cause of such inability to perform.
20. **Certification:** Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
21. **Compliance with State and Federal Laws:** Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage laws, and labor laws.
22. **Equal Opportunity/Non-Discrimination:** The Contractor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
23. **Prevailing Wage:** This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.
24. **Employment of Illinois Workers on Public Works Act:** If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its

consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures," and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) calendar days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

- 25. Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 26. Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses, and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 27. Waiver:** The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 28. Background Checks/Security:** Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged, or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.
- 29. MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
- 30. Counterparts:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 31. Waiver of Lien:** Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the work and as a condition prior to payment in full, Contractor shall tender to Kendall County a final waiver of lien for all subcontractors and/or suppliers.
- 32. Occupational Safety and Health Act:** The Contractor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
- 33. Drug Free Workplace:** Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- 34. Default:** The Agreement may be canceled or annulled by Kendall County in whole or in part by written notice of default to the Contractor upon nonperformance or violation of ITB and/or Agreement's terms. Failure of the Contractor to

deliver services within the time stipulated in its offer, unless extended in writing by Kendall County, shall constitute an Agreement default.

- 35. **Governing Law & Venue:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- 36. **Entire Agreement:** This Agreement, together with the Contract Documents referenced in paragraph 2 above, represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement, together with the Contract Documents, supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- 37. **Taxes:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status. No submitted bids can include any amounts of money for these taxes.
- 38. **Authority to Execute Agreement:** The Kendall County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

Agreed, this _____ day of _____, 2022

_____	Kendall County, Illinois
Contractor Name	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

ATTACHMENT A SCOPE OF WORK

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined. The Vendor is to supervise or provide a competent foreman to supervise all of the work involved.

In order to provide uniformity and consistency of this service the Vendor shall perform services under this contract on Monday or Tuesday of each week. [Any areas to be mowed that are near parked cars must be completed on the weekend or beginning on Mondays at 7:00 a.m.](#) In the event of rain or damp conditions the Vendor will perform services on the following day. Spring clean-up and fertilization may occur outside of the normal scheduled day in order to fulfill the requirements of this contract.

The vendor shall utilize commercial grade mowers to perform the scope of services ie. Scagg, Grasshopper, Toro, Lesko hydrostatic, zero turn.

The scope of this work shall be divided and bid into the following categories:

- A. Spring Clean-up
- B. Lawn Cutting
- C. Weekly Weed Control
- D. Fertilization
- E. Tree, Shrub, & Evergreen Maintenance
- F. Insect & Disease Control
- G. Watering of Lawns, Shrubs, & Trees
- H. Native Landscaping Maintenance

A. Spring Clean-up

Clean all areas, planting beds, fence lines, and parking lots of leaves, paper, cans, and other debris and dispose of same. All sidewalk and curbs shall be edged as outlined per sketch.

All planting beds and tree rings shall be edged, cultivated, and re-mulched to remove unsightly weeds. Soil shall be loosened to a depth necessary to remove weeds but not to damage the root system of any plantings. Stones or debris surfaced during cultivation shall be removed and the area shall be hand raked to remove any rubbish or other unsuitable material. Hardwood mulch shall be added after cultivation is completed to a depth of 2" to 3".

The Spring Clean-up shall be completed no later than May 1st.

B. Lawn Cutting

All accessible lawn areas shall be cut a minimum of once per week, *(if needed and determined by prior communication between the Vendor and KCFM)*, from April 01 to October 31.

Prior to lawn cutting or concurrently all debris shall be removed from the areas governed by this contract. Debris shall mean leaves, paper, trash, garbage or any item that will look unsightly if mowed over. During late summer and fall all fallen leaves shall be collected and disposed of by vendor prior to lawn cutting commencing. Leaf collection shall continue until November 30 of each year or until the first snow fall which-ever occurs first.

Mulching commercial mowers shall cut grass to a height of 2 ½" and clippings shall be left in place. Upon the request of KCFM lawn clippings shall be collected and removed by Vendor for an additional charge. During hot or drought conditions a cutting height not to exceed 3 ½" shall be maintained. The vendor is responsible for maintaining cutting blades in a sharp condition at all times.

Trimming of grass and weeds next to foundations, fences, light poles, trees, bushes, fire hydrants, sign poles, and any other object that cannot be serviced by a mower shall be completed during each service. The trim height shall be the same as the mowing height. Caution shall be taken to prevent "scalping" and damage to trees, shrubs, and other plantings.

Immediately following lawn cutting and trimming all sidewalks and driveways shall be blown or vacuumed to remove grass clippings.

Edging of sidewalks, driveways, planting beds, and tree rings shall be maintained on a monthly basis following the Spring Clean-up to prohibit encroachment of grass and weeds. Edging shall be neat, uniform and consistent. All debris shall be removed by Vendor.

C. Weekly Weed Control

Weeds shall be pulled from all planting beds and tree beds on a weekly basis. At a minimum two (2) eight (8) hour days are required at the Government Center campus on Route 34 and one (1) eight (8) hour day is required at the Office building & Historic Courthouse campus on Fox St. The use of a pre-emergent herbicide may be used to accomplish this task. All nuisance weeds growing in between curbs, sidewalks, driveways, fence lines, and stone areas shall be removed by spraying

a vegetation killer in those areas. Care shall be exercised to prevent over-spray on desirable plants, decorative sidewalks, buildings, and automobiles. Weed remains shall be removed once the plant has completely died.

D. Fertilization

Immediately following the Spring Clean-up and first cutting an application of fertilizer and pre-emergence crab grass preventer shall be applied as outlined per sketch. A broad leaf weed control and fertilizer shall be applied after May 1st and prior to May 15th to the areas outlined per sketch. Upon completion of the final grass cutting of the season a winter fertilizer (10-10-10) shall be applied to the same area. Immediately following any application of herbicide or fertilizer the Vendor shall ensure that signs are posted notifying the public of the application. Any fertilizer used must be a fertilizer with very low or no phosphorous. An eradicating herbicide is to be used to control the cat tails and algae in the pond at the Northwest edge of the Government Center Campus. At a minimum an application is to be applied at the beginning and end of the growing season no later than May 15 and before November 1 each year.

E. Tree, Shrub, and Evergreen Maintenance

All trees, shrubs, and evergreens shall be pruned and shaped at the proper season of the year for the specific species and variety of each plant to accomplish the following objectives:

- Remove dead, diseased, or injured wood.
- Retain the individual plants' natural form, symmetry, and conformation, which also include removing suckers and other growth which may jeopardize the appearance of the planting.
- Prune to eliminate branches, which may damage surrounding structures, interfere with clear line of sight, or cause a security concern.
- Strengthen weaken crotches and correct growth direction.
- Assist the plantings in maintaining and improving their natural size, shape, scale, and configuration.

All pruning shall be completed to ANSI Standard A300 (Part 1) -2001 Pruning.

Hedges: Both evergreen and deciduous shall be kept trimmed as required to obtain a continually neat appearance throughout the entire growing season. A minimum of two trimmings shall be completed.

Shrubs: Shall be properly pruned and thinned immediately after the blossoms have cured with top pruning restricted to shaping and terminal growth, removal of interfering branches and control height and the natural characteristic conformation of the plant.

Evergreen Plant Material: Shall be properly pruned once per growing season to obtain dense, full bodied, naturally shaped plants. Where planted in groups, evergreens shall be allowed to form uniform, single masses of plant material.

Ground Covers: Shall be trimmed periodically throughout the growing season whenever necessary to maintain neat beds and direct new growth so as to develop uniform density of the ground cover plants.

Trees & Evergreens: Shall be pruned to eliminate dead, diseased, or damaged wood, and to remove "suckers". All trees shall be pruned to form a natural leader and headed up so as not to obstruct walks, roadways, or sight distances.

F. Insect & Disease Control

Vendor shall on a regular basis inspect grounds for signs of insect infestation and disease and report to KCFM in a timely manner. Vendor shall attempt to identify and suggest a remedy for the infestation or disease on a time and material basis to be approved by KCFM.

G. Watering of Lawns, Shrubs, & Trees

Watering of lawns and trees if needed and directed by the Facilities Management Director.

NATIVE LANDSCAPE MAINTENANCE

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. The work consists of providing labor, materials, services, equipment, and supervision to perform proper maintenance as authorized in these specifications. The work includes, but is not limited to:
 - 1. Mowing
 - 2. Debris Cleanup
 - 3. Weeding

1.02 MAINTENANCE SCHEDULE

- A. Landscape Maintenance shall be performed as specified beginning April 1 through November 30.

1.03 PERSONNEL

- A. The Contractor's personnel shall be experienced in native landscape maintenance. The supervisor and all personnel shall be fully uniformed at all times with company identification clearly visible on shirts and jackets.
- B. Only persons holding a valid Illinois Department of Agriculture Commercial Applicator's License, as required by Illinois state law, shall perform chemical applications as part of the Contract.
- C. To provide consistent maintenance of the property, the Contractor shall identify a specific maintenance crew responsible for the performance of all duties identified throughout the duration of the Contract. The specified crew shall be managed at all times by an on-site supervisor or foreman fluent in the English language.
- D. The Contractor shall maintain all applicable insurance and licensure throughout the duration of the Contract as required by the Client and by Local, State and Federal laws.

1.04 INSPECTION

- A. Work will be subject to inspection at all times by the Client's Representative. The Client reserves the right to engage an independent testing laboratory to analyze and test materials used during the maintenance procedures.

1.05 MAINTENANCE PROCEDURE REVIEWS

- A. The Contractor and/or the crew supervisor shall meet with the Client's Representative as needed and requested to:
 - 1. Inspect the site for any issues requiring attention not currently addressed in the Contract.
 - 2. Review the work executed as part of the Contract.
 - 3. Review activities for future execution.

1.06 PAYMENT – VERIFY WITH CLIENT

- A. The Contractor shall submit invoices for services performed on a monthly basis. Invoices received by the Client on, or before, the 1st of the month shall be paid by the 15th of the following month. Invoices received after the 1st of the month shall be paid by the 15th of the second month to follow.
- B. The basis for payment of all 'as needed' and/or services in addition to the Contract shall be based upon quantities submitted to the Landscape Architect and the unit prices established as part of the Contract. Client approval of such services must be rendered prior to commencement of the work.

PART 2 - MATERIAL

2.01 SOIL TESTING AND AMENDMENT:

- A. All soil testing shall be provided by a qualified soil testing laboratory with a full analysis of soil pH, nutrient and organic matter content with recommendations for soil amendment.

2.02 HERBICIDE:

- A. Spot treatment for invasive, non-native species may be executed with the Client's permission. All application of herbicide must conform to Federal, State and Local statutes.
- B. Non-selective Herbicide: Post-emergent such as Round-Up, Rodeo or approved equal.
- C. "Or equal" formulations and release material substitutions shall be at the discretion and approval of the Client.

2.03 SEED:

- A. As specified on the approved landscape plans

PART 3 - EXECUTION

3.01 SPRING CLEAN UP:

- A. The landscape contractor shall mow the large native areas in early spring prior to foliage flush and remove all clippings from the site.

3.02 MOWING & WEED CONTROL:

- A. During the Establishment Period of Years 1-5
 - 1. The native areas shall be mowed with a flail mower to a height of 9" either when the planting reaches a height of 16" or when invasive, non-native species are observed. Areas should be mowed prior to the invasive species setting flower. All clippings must be gathered and removed from the site.
- B. Beyond Year 5
 - 1. The native areas shall be mowed to a height of 9" in the spring of the year prior to the foliage flush. All clippings must be gathered and removed from the site to allow for the plant crowns to be exposed.
- C. In smaller areas weeds may be removed by hand or through the use of selective herbicide application as provided by Federal, State and Local statutes. All weeding and chemical controls must be executed by a person familiar and trained in the identification of native species vs. non-native, invasive species.

3.03 RESEEDING AND OVERSEEDING:

- A. Any ground areas greater than 12" in diameter shall left bare due to work within the maintenance contract including weed removal shall be overseeded with a seed mix approximating the species diversity of the specified area.
- B. All overseeding shall be accomplished with a powered slit seeder applying seed at a rate of 3 lbs. per 1000 SF. Small bare spots may be hand seeded provided the surface is properly scarified prior to seeding operations.
- C. Upon completion of overseeding, the area shall be watered immediately and for a sufficient duration to uniformly wet the soil to a depth of at least 4".

3.14 CLEANING:

- A. Perform cleaning operations during and upon completion of activities. Remove from site all excess materials, soil, debris, and equipment. Repair any damage caused by maintenance operations.
- B. Clean all hard surface areas of clippings, soil, excess materials and/or debris to leave a clean appearance.

**ATTACHMENT B
PLACES OF SERVICE**

Services performed under this agreement shall be at the following locations:

Kendall County Public Safety Center
1102 Cornell Lane/806 John Street
Yorkville, IL 60560

Kendall County Courthouse
807 W. John Street
Yorkville, IL 60560

Kendall County Health & Human Services
811 W. John Street
Yorkville, IL 60560

Kendall County Office Building
111 W. Fox Street
Yorkville, IL 60560

Kendall County Animal Control
802 W. John Street
Yorkville, IL 60560

Kendall County Annex Building
105 W. Fox Street
Yorkville, IL 60560

Kendall County Facilities/Coroner's Office
804 W. John Street
Yorkville, IL 60560

Kendall County Property
107 W. Madison Street
Yorkville, IL 60560

Kendall County Property
108 W. Ridge St.
Yorkville, IL 60560

Solar Field Perimeter Maintenance Rt. 34
Government Center Campus

**ATTACHMENT C
FEES & REIMBURSEMENTS**

Vendor shall invoice KCFM on a monthly basis for previous work performed from the first to the last day of the month. ***Invoice shall be submitted to KCFM for receipt on the first day of each month.*** Payment of invoices shall occur prior to the last day of the month. Each location shall be invoiced separately. The categories Spring Clean-up, Fertilization & Weed Control, and Tree, Shrub, & Evergreen Maintenance shall be bid annually and invoiced monthly from April until November. Lawn cutting shall be bid per occurrence and invoiced monthly.

INITIAL PERIOD (FY 2022)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 1102 Cornell Lane/806 John Street				
Courthouse 807 W. John Street				
Health & Human Services 811 W. John Street				
Office Building 111 W. Fox Street				
Animal Control 802 W. John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 109 W. Ridge Street				
Kendall County Property 107 W. Madison			N/A	
FME/Coroner's Office 804 W. John Street				
Kendall County Property 108 W. Ridge St.			N/A	
Solar Field Perimeter Rt. 34 Gov't Campus	N/A		N/A	

YEAR 2 (FY 2023)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 1102 Cornell Lane/806 John Street				
Courthouse 807 W. John Street				
Health & Human Services 811 W. John Street				
Office Building 111 W. Fox Street				
Animal Control 802 W. John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 109 W. Ridge Street				
Kendall County Property 107 W. Madison			N/A	
FME/Coroner's Office 804 W. John Street				
Kendall County Property 108 W. Ridge St.			N/A	
Solar Field Perimeter Rt. 34 Gov't Campus	N/A		N/A	

**ATTACHMENT C
(Cont'd)
FEES & REIMBURSEMENTS**

YEAR 3 (FY 2024)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 1102 Cornell Lane/806 John Street				
Courthouse 807 W. John Street				
Health & Human Services 811 W. John Street				
Office Building 111 W. Fox Street				
Animal Control 802 W. John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 109 W. Ridge Street				
Kendall County Property 107 W. Madison St.			N/A	
FME/Coroner's Office 804 W. John Street				
Kendall County Property 108 W. Ridge St.			N/A	
Solar Field Perimeter Rt. 34 Gov't Campus	N/A		N/A	

LAWN CUTTING PER OCCURENCE	Initial Period (FY 2022)	YEAR 2 (FY 2023)	YEAR 3 (FY 2024)
Public Safety Center 1102 Cornell Lane/806 John Street			
Courthouse 807 W. John Street			
Health & Human Services 811 John Street			
Office Building 111 W. Fox Street			
Animal Control 802 W. John Street			
Annex Building 105 W. Fox Street			
Historic Courthouse 109 W. Ridge Street			
FME/Coroner's Office 804 W. John Street			
Kendall County Property 107 W. Madison St.			
Kendall County Property 108 W. Ridge St.			
Solar Field Perimeter Rt. 34 Gov't Campus 2x per month			
TOTAL			

**ATTACHMENT C
(Cont'd)
FEES & REIMBURSEMENTS**

Optional YEAR 4 (FY 2025)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 1102 Cornell Lane/806 John Street				
Courthouse 807 W. John Street				
Health & Human Services 811 W. John Street				
Office Building 111 W. Fox Street				
Animal Control 802 W. John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 109 W. Ridge Street				
FME/Coroner's Office 804 W. John St.				
Kendall County Property 107 W. Madison St.			N/A	
Kendall County Property 108 W. Ridge St.			N/A	
Solar Field Perimeter Rt. 34 Gov't Campus	N/A		N/A	

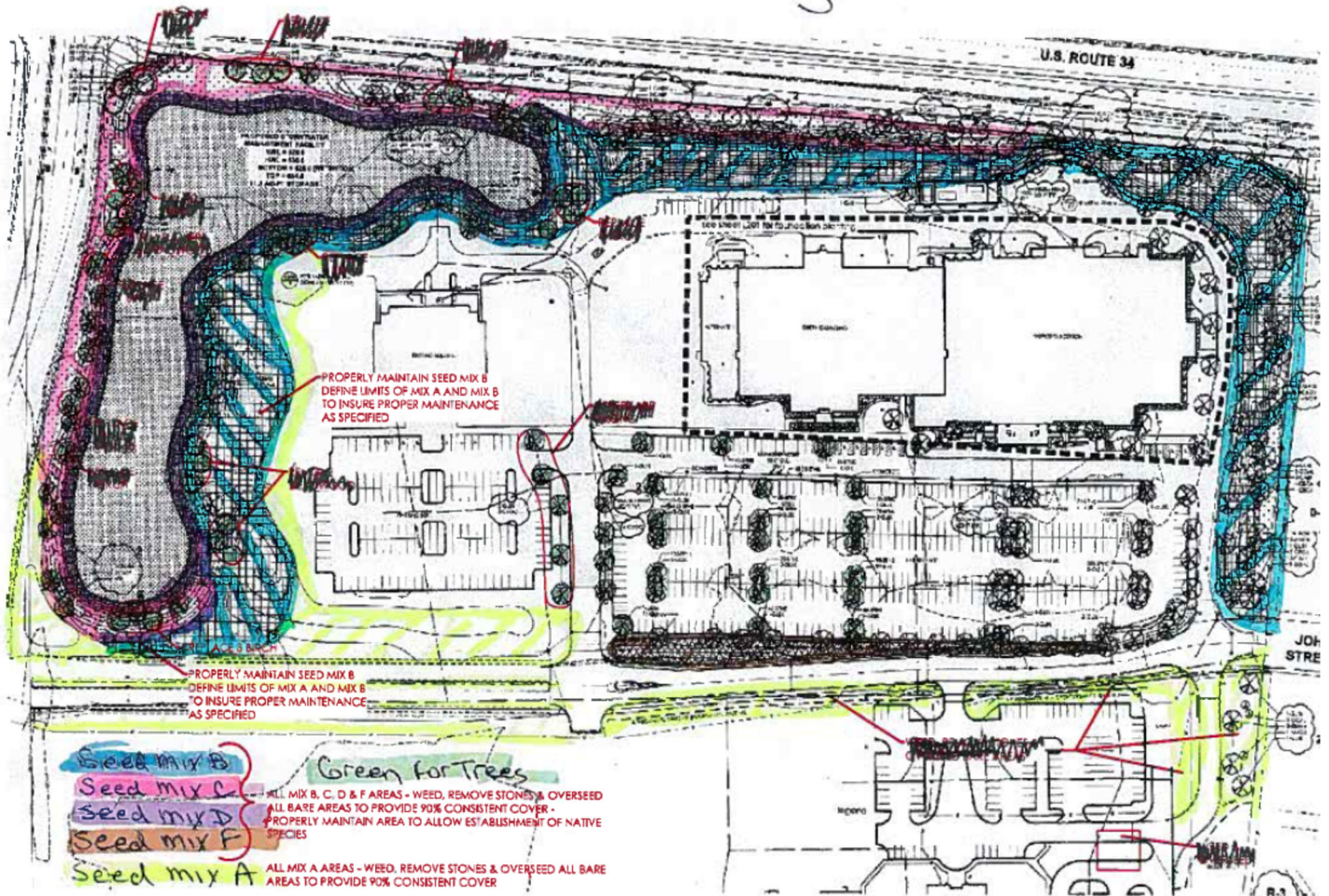
YEAR 5 (FY 2026)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 1102 Cornell Lane/806 John Street				
Courthouse 807 W. John Street				
Health & Human Services 811 W. John Street				
Office Building 111 W. Fox Street				
Animal Control 802 W. John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 109 W. Ridge Street				
FME/Coroner's Office 804 W. John St.				
Kendall County Property 107 W. Madison			N/A	
Kendall County Property 108 W. Ridge St.			N/A	
Solar Field Perimeter Rt. 34 Gov't Campus	N/A		N/A	

LAWN CUTTING PER OCCURENCE	Optional YEAR 4 (FY 2025)	Optional YEAR 5 (FY 2026)
Public Safety Center 1102 Cornell Lane/806 John Street		
Courthouse 807 W. John Street		
Health & Human Services 811 W. John Street		
Office Building 111 W. Fox Street		
Animal Control 802 W. John Street		
Annex Building 105 W. Fox Street		
Historic Courthouse 109 W. Ridge Street		
FME/Coroner's Office 804 W. John St.		
Kendall County Property 107 W. Madison St.		
Kendall County Property 108 W. Ridge St.		
Soar Field Perimeter Rt. 34 Gov't Campus 2x per month		
TOTAL		

ATTACHMENT D

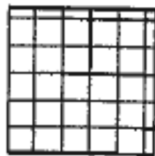
*Disregard notations on drawing except for Seed types.

Courthouse Area Grass & Plantings



legend:

seed mix b:
low dry-mesic seed mix:
cover with
S150 blanket



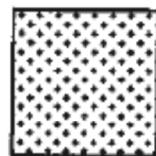
seed mix c:
standard dry-mesic seed mix:
cover with
S150 blanket



seed mix d:
wet-mesic seed mix:
cover with
SC150 blanket

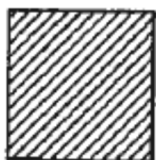


seed mix e:
emergent seed mix
cover with
S150 blanket



*seec
with

emergent plug mix:
cover with
SC150 blanket



seed mix f:
bioswale mix
cover with
S150 blanket



seed mix c:

Mesic-to-Dry Tallgrass Prairie Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>PLS Ounces/Acre</u>
Permanent Grasses:		
<i>Andropogon gerardii</i>	Big Bluestem	30.50
<i>Bouteloua curtipendula</i>	Side-Oats Gramma	16.00
<i>Carex bicknelli / Carex brevior</i>	Prairie Sedge Mix	1.50
<i>Elymus canadensis</i>	Canada Wild Rye	16.00
<i>Panicum virgatum</i>	Switch Grass	1.50
<i>Schizachyrium scoparium</i>	Little Bluestem	20.00
<i>Sorghastrum nutans</i>	Indian Grass	24.00
	Total	111.50
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	120.00
	Total	480.00
Forbs:		
<i>Anemone cylindrica</i>	Thimbleweed	0.50
<i>Asclepias tuberosa</i>	Butterfly Milkweed	1.25
<i>Aster laevis</i>	Smooth Blue Aster	0.75
<i>Aster novae-angliae</i>	New England Aster	0.25
<i>Aster obovatus</i>	Sky-blue Aster	0.25
<i>Baptisia lactea</i>	White Wild Indigo	2.00
<i>Baptisia bracteata</i>	Cream Wild Indigo	0.50
<i>Chamaecrista fasciculata</i>	Partridge Pea	8.00
<i>Carex palmata</i>	Prairie Coreopsis	0.75
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	1.00
<i>Desmodium illinoense</i>	Illinois Tick Trefall	0.50
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	3.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	2.00
<i>Utrix aspera</i>	Rough Blazing Star	1.25
<i>Utrix pycnostachya</i>	Prairie Blazing star	1.00
<i>Lupinus perennis</i>	Wild Lupine	1.00
<i>Mianarda fistulosa</i>	Wild Bergamot	0.50
<i>Parthenium integrifolium</i>	Wild Guinine	2.00
<i>Potentilla arguta</i>	Prairie Cinquefoil	0.50
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Ratibida pinnata</i>	Yellow Coneflower	2.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	1.50
<i>Siphium integrifolium</i>	Resin Weed	3.00
<i>Siphium laciniatum</i>	Compass Plant	2.00
<i>Siphium terebinthinaceum</i>	Prairie Dock	4.00
<i>Solidago nemoralis</i>	Old-Field Goldenrod	0.25
<i>Solidago rigida</i>	Stiff Goldenrod	2.00
<i>Solidago speciosa</i>	Showy Goldenrod	0.50
<i>Veronicastrum virginianum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Heart-Leaved Meadow Parsnip	0.50
	Total	45.50
Annual/Perennial Forbs Mix		32.00

seed mix d:

Wet-to-Medic Prolife Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>
Permanent Grasses:	
<i>Andropogon gerardii</i>	Big Bluestem
<i>Calamagrostis canadensis</i>	Bluejoint Grass
<i>Carex frankii</i>	Bristly Cattail Sedge
<i>Carex lurida</i>	Bottlebrush Sedge
<i>Carex sparganioides</i> v. <i>cephaloides</i>	Rough-Clustered Sedge
<i>Elymus canadensis</i>	Canada Wild Rye
<i>Panicum virgatum</i>	Switch Grass
<i>Scirpus pendulus</i>	Red Butrush
<i>Sorghastrum nutans</i>	Indian Grass
<i>Spartina pectinata</i>	Prolife Cord Grass
	1
Temporary Cover:	
<i>Avena sativa</i>	Common Oat
<i>Lolium multiflorum</i>	Annual Rye
	1
Forbs:	
<i>Aster novae-angliae</i>	New England Aster
<i>Baptisia lactea</i>	White Wild Indigo
<i>Chamaecrista fasciculata</i>	Partridge Pea
<i>Careopsis trisperis</i>	Tall Careopsis
<i>Desmodium illinoense</i>	Illinois Tick Trefall
<i>Eryngium yuccifolium</i>	Rattlesnake Master
<i>Flupendula rubra</i>	Queen of the Prairie
<i>Gentiana andrewsii</i>	Bottle Gentian
<i>Helenium autumnale</i>	SneezeWeed
<i>Helianthus grosseserratus</i>	Saw-Tooth Sunflower
<i>Lespedeza capitata</i>	Round-Headed Bush Clover
<i>Liatris spicata</i>	Marsh Blazing Star
<i>Muhlenbergia fistulosa</i>	Wild Bergamot
<i>Parthenium integrifolium</i>	Wild Quinine
<i>Physostegia virginiana</i>	Obedient Plant
<i>Pycnanthemum virginianum</i>	Common Mountain Mint
<i>Ratibida pinnata</i>	Yellow Coneflower
<i>Rudbeckia hirta</i>	Black-Eyed Susan
<i>Rudbeckia laciniata</i>	Cut-Leaf Coneflower
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan
<i>Siphium integrifolium</i>	Resin Weed
<i>Siphium laciniatum</i>	Compass Plant
<i>Siphium perfoliatum</i>	Cup Plant
<i>Siphium terebinthaceum</i>	Prolife Dock
<i>Solidago juncea</i>	Early Goldenrod
<i>Solidago rigida</i>	Stiff Goldenrod
<i>Solidago rugosa</i>	Rough Goldenrod
<i>Tradescantia ohioensis</i>	Common Spiderwort
<i>Veronica gigantea</i>	Smooth Tail Ironweed
<i>Veronicastrum virginicum</i>	Culver's Root
<i>Xizia aurea</i>	Golden Alexanders

Total

seed mix e:

Emergent Wetland Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>PLS</u> <u>Quinces/Acre</u>
Permanent Grasses/Sedges/Rushes:		
<i>Carex comosa</i>	Bristly Sedge	2.50
<i>Carex lacustris</i>	Common Lake Sedge	0.25
<i>Carex lurida</i>	Bottlebrush Sedge	4.00
<i>Carex vulpinodea</i>	Brown Fox Sedge	6.00
<i>Eleocharis ovata</i>	Blunt Spike Rush	1.00
<i>Juncus effusus</i>	Common Rush	1.00
<i>Leersia oryzoides</i>	Rice Cut Grass	
<i>Scirpus acutus</i>	Hard-Stemmed Bulrush	2.50
<i>Scirpus pungens</i>	Chairmaker's Rush	4.00
<i>Scirpus validus</i>	Great Bulrush	6.00
	Total	30.25
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	104.00
	Total	464.00
Forbs:		
<i>Acorus calamus</i>	Sweet flag	1.00
<i>Asclepias incarnata</i>	Swamp Milkweed	1.50
<i>Alisma</i> spp.	Water Plantain (Various Mix)	2.00
<i>Cephalanthus occidentalis</i>	Button Bush	1.00
<i>Decodon verticillatus</i>	Swamp Loosestrife	1.25
<i>Eupatorium maculatum</i>	Spotted Joe-Pye Weed	0.50
<i>Hibiscus</i> spp.	Rosemallow (Various Mix)	3.00
<i>Iris virginica</i>	Blue Flag Iris	6.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25
<i>Lobelia siphilitica</i>	Great Blue Lobelia	1.50
<i>Ludwigia alternifolia</i>	Seedbox	0.25
<i>Mimulus ringens</i>	Monkey Flower	1.00
<i>Peltandra virginica</i>	Arrow Arum	16.00
<i>Pontederia cordata</i>	Pickeral Weed	10.00
<i>Sagittaria latifolia</i>	Broad-Leaf Arrowhead	2.00
<i>Sparganium americanum</i>	American Bur Reed	2.00
<i>Sparganium eurycarpum</i>	Common Bur Reed	4.00
<i>Verbena hastata</i>	Blue Yervain	1.00
<i>Zizania aquatica</i>	Wild Rice	8.00
	Total	62.25

base plant list:

QTY.	KEY	BOTANICAL NAME / COMMON NAME	SIZE/COND
Shade Trees			
8	BENI	<i>Betula nigra</i> River Birch	12'ht.
4	CABE	<i>Carpinus betulus</i> 'Fastigiata' Pyramidal European Hornbeam	2.5" cal.
13	CAOV	<i>Carya ovata</i> Hickory	2.5" cal.
42	GLSK	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Honeylocust' Skyline Thornless Honeylocust	2.5" cal.
6	QUAL	<i>Quercus alba</i> White Oak	3.5" cal.
36	QUBI	<i>Quercus bicolor</i> Swamp White Oak	2.5" cal.
45	QUMA	<i>Quercus macrocarpa</i> Bur Oak	2.5" cal.
15	QURU	<i>Quercus rubra</i> Red Oak	3" cal.
19	TADI	<i>Toxodium distichum</i> Baldcypress	3.5" cal.
Ornamental Trees			
23	CECA	<i>Cercis canadensis</i> Eastern Redbud	7'ht.
19	COAL	<i>Cornus alternifolia</i> Pagoda Dogwood	9'ht.
7	HAVE	<i>Hamamelis vernalis</i> Vernal Witchhazel	7'ht.
6	MAST	<i>Magnolia stellata</i> Star Magnolia	6'ht.
Deciduous Shrubs			
64	ARME	<i>Aronia melanocarpa</i> 'Inquois Beauty' Inquois Beauty Glossy Black Chokeberry	#5, 30"ht.
20	CHTS	<i>Chaenomeles speciosa</i> 'Texas Scarlet' Texas Scarlet Quince	#5, 30"ht.
41	ITVI	<i>Itea virginica</i> Virginia Sweetspire	#3
67	RHTE	<i>Rhus typhina</i> 'Gro-Low' Gro-Low Sumac	#5
30	ROCW	<i>Rosa</i> 'Carefree Wonder' Carefree Wonder Shrub Rose	#3

Perennials, Groundcover & Ornamental Grasses

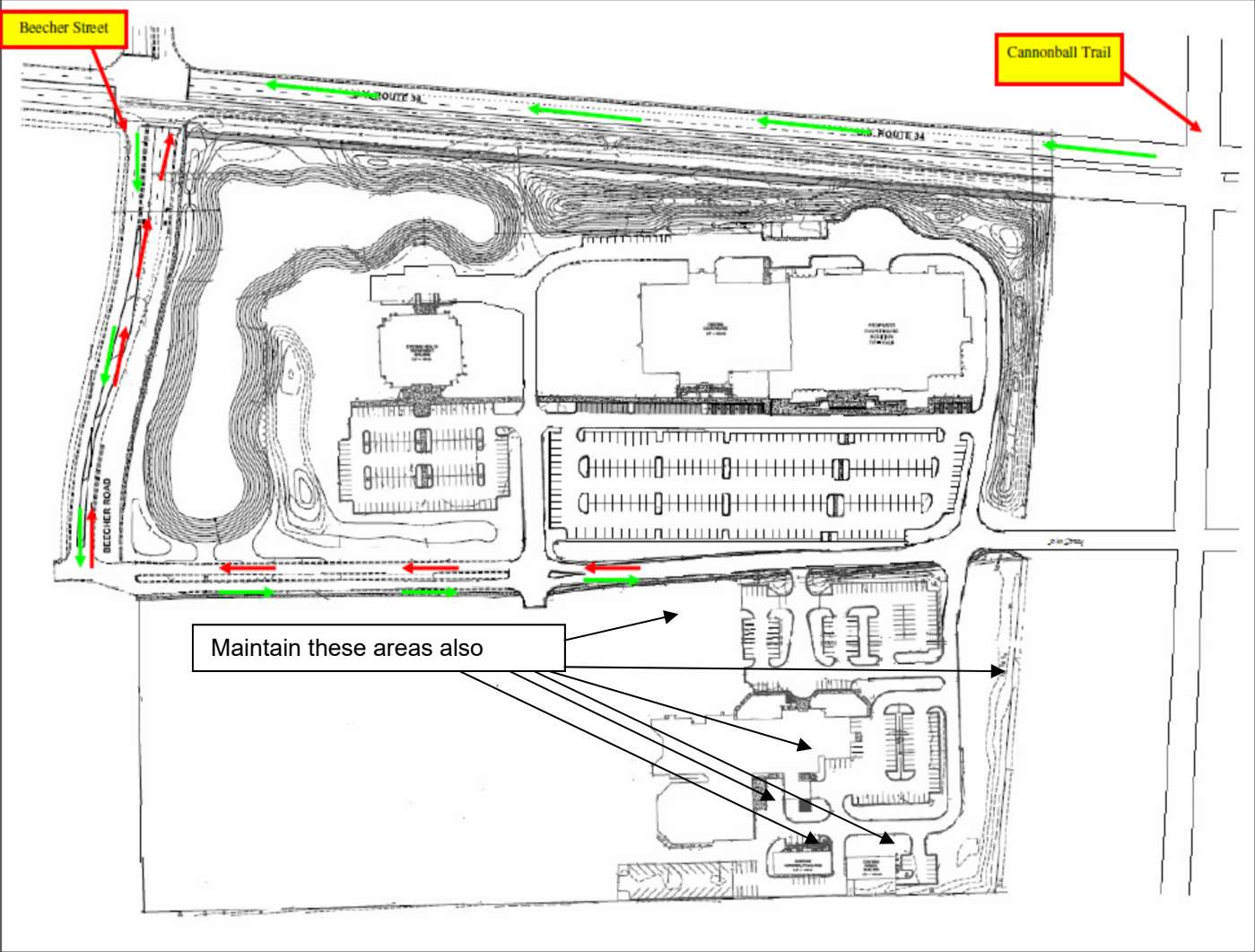
599	COGS	<i>Coreopsis verticillata</i> 'Golden Showers' Golden Showers Coreopsis	#1-24" o.c.
469	ECPM	<i>Echinacea purpurea</i> 'Magnus' Magnus Purple Coneflower	#1-18" o.c.
962	LISP	<i>Liriope spicata</i> Cardinal Flower	qt-9" o.c.
411	LOCA	<i>Lobelia cardinalis</i> Cardinal Flower	#1
134	MOGR	<i>Monarda</i> 'Coral Reef' Coral Reef Beebalm	#1-30" o.c.
72	PADB	<i>Panicum virgatum</i> 'Dallas Blues' Dallas Blues Switch Grass	#1
170	PAQU	<i>Parthenocissus quinquefolia</i> Virginia Creeper	#1
563	PHVR	<i>Phlox</i> 'Volcano Red' Volcano Red Phlox	#1
305	RUGO	<i>Rudbeckia fulgida</i> 'Goldsturm' Black Eyed Susan	#1
1594	SPHE	<i>Sporobolus heterolepis</i> Prairie Dropseed	#1-24" o.c.

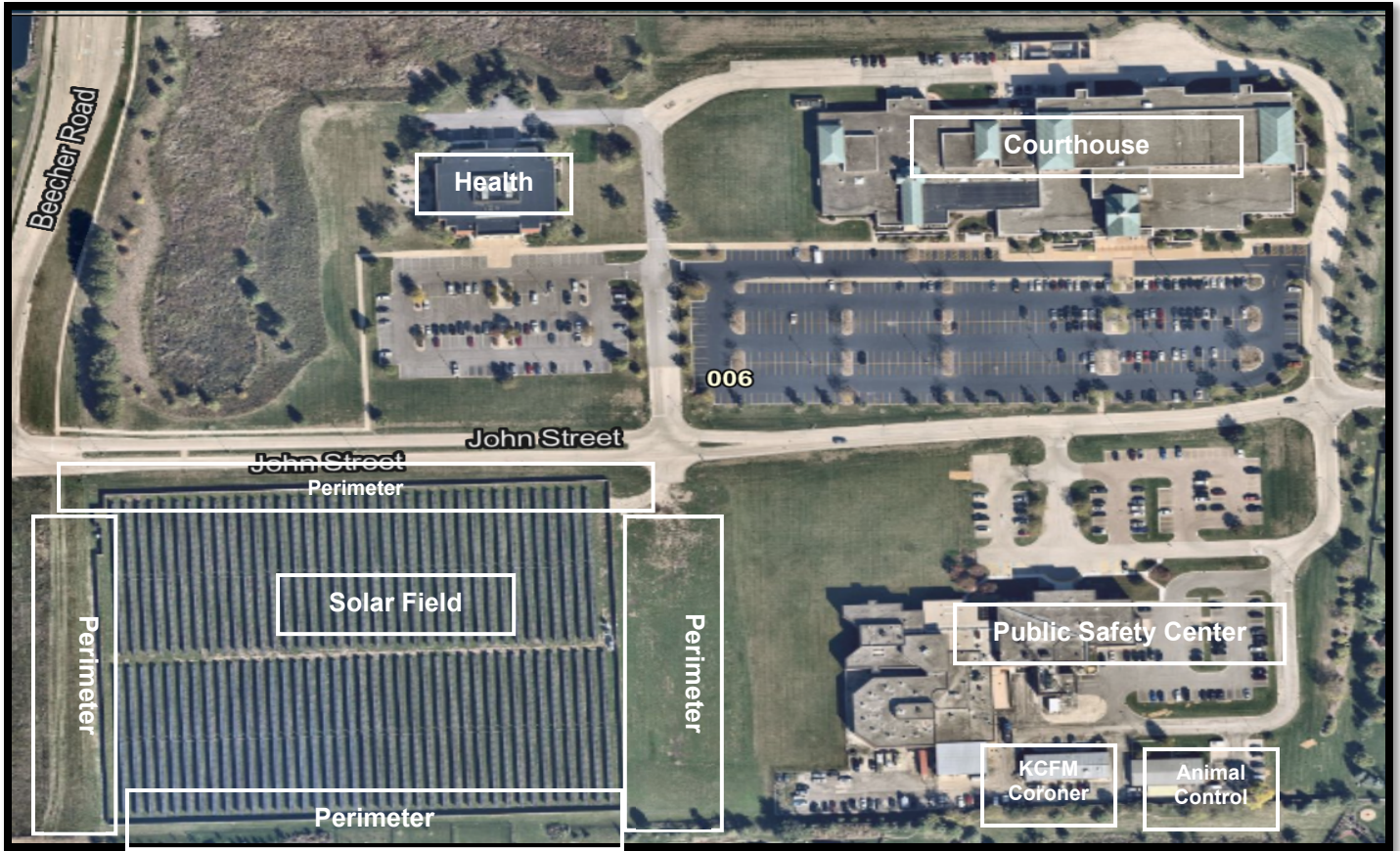
alternate 1 plant list:

<u>QTY.</u>	<u>KEY</u>	<u>BOTANICAL NAME / COMMON NAME</u>	<u>SIZE/COND</u>
Deciduous Shrubs			
13	CHTS	<i>Chaenomeles speciosa</i> 'Texas Scarlet' Texas Scarlet Quince	#5, 30"hl.
Perennials, Groundcover & Ornamental Grasses			
469	ECPM	<i>Echinacea purpurea</i> 'Magnus' Magnus Purple Coneflower	#1-18" o.c.
962	LISP	<i>Liriope spicata</i> Cardinal Flower	qt-9" o.c.
72	PADB	<i>Panicum virgatum</i> 'Dallas Blues' Dallas Blues Switch Grass	#1
305	RUGO	<i>Rudbeckia fulgida</i> 'Goldsturm' Black Eyed Susan	#1

ATTACHMENT E Drawings & Aerial Views

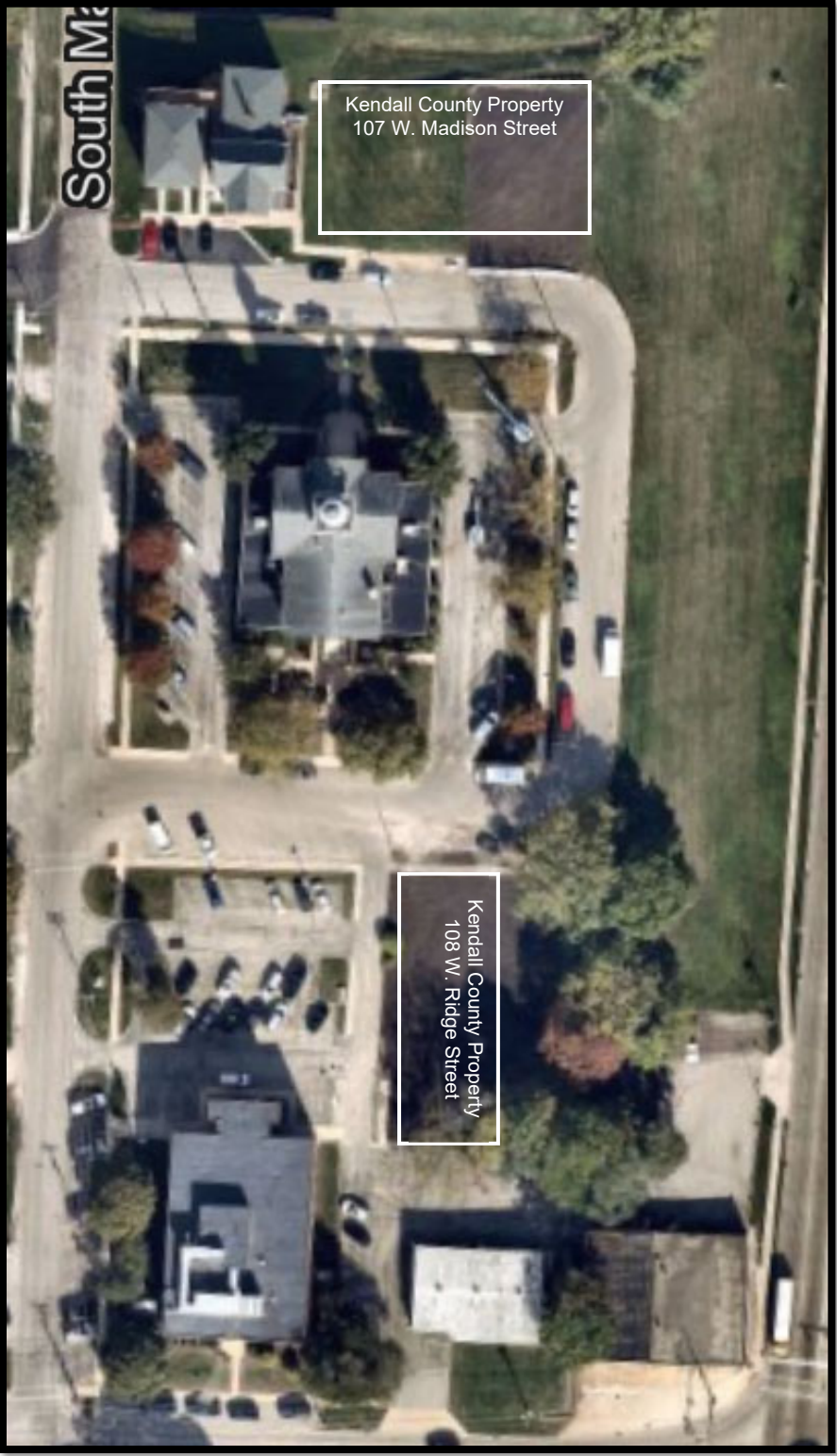
Rt. 34 Government Center Campus





Kendall County Downtown Yorkville Campus





Kendall County Property
107 W. Madison Street

Kendall County Property
108 W. Ridge Street