

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

(630) 553-4102

INVITATION TO BID

Grounds Maintenance

February 28, 2018

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for *GROUNDS MAINTENANCE* services for nine county building locations as scheduled and if needed, as directed by the Facilities Management Director, which include a spring cleanup, grass cutting (maximum of 25 per season), trimming, weekly weed pulling, fertilizing, weed control, planting bed & native landscaping maintenance, insect and disease control, annual Courthouse Island maintenance, Courthouse berm maintenance and grass cutting on the Route 34 Right of Way (ROW) 2 times per month, watering of lawns and trees if needed, as directed by the Facilities Management Director, and tree, shrub & evergreen maintenance. Instructions to bidders and specifications will be available after March 5, 2018, between 8:00 a.m. – 4:00 p.m. daily in the Facilities Management Office, 804 John St., Suite B, Yorkville, IL 60560 – telephone (630) 553-4102. A mandatory bid walk through will be held Friday, March 9, 2018 starting at 9 a.m. at the above listed office.

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 “**GROUNDS MAINTENANCE BID**” and the name and address of the bidder. No responsibility shall attach 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 (“KCFM”), 804 John St., Suite B, Yorkville, Illinois, 60560. Bids must be received before **March 16, 2018 at 9:00 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, 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:

- Adequate equipment to perform the work properly.
- Suitable financial status to meet the obligations incidental to the work.
- Appropriate technical expertise, certification, degree, and experience.
- Satisfactorily performed contracts of similar nature and magnitude.

Opening: Bids shall be stamped with the date and time received. The bids shall be opened at the KCFM office located at 804 W. John St. Suite B., Yorkville, IL 60560 on **March 16, 2018 at 9:00 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.

Confidential Information and County Property: It is agreed that any and all specifications, drawings, or data furnished by Kendall County shall (1) remain Kendall County's sole and exclusive property; (2) be considered and treated by the bidder as Kendall County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this Agreement, and (3) be returned upon request. Bidder will ensure all subcontractors, officers, agents, and employees maintain this confidentiality.

Acknowledgement of Insurance Requirements: By signing its bid, Bidder acknowledges that it has read and understands the insurance requirements for the bid. Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County may rescind its acceptance of the Bidder's bid. The insurance requirements are contained in the Terms & Conditions found herein.

Agreement Review & Approval: Any agreement resulting from the acceptance of this bid shall be on forms either supplied by or approved by the Kendall County's State's Attorney's Office. The County of Kendall reserves the right to reject any agreement that does not conform to the ITB (and the terms and conditions expressed herein) and any further Kendall County requirements for Agreements.

Clarification: Kendall County reserves the right to request clarification of information submitted and request additional information as needed. Failure to respond promptly is cause for rejection.

Negotiations: Kendall County reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to the accomplishment of the purpose of the ITB. The entire bid will be made a part of the resulting Agreement. All responses, supplemental information, and other submissions provided by the Bidder throughout this process will be held by Kendall County as contractually binding on the successful Bidder.

Contractor Responsibilities: The selected Contractor will be required to assume responsibility for all services offered in this bid. Kendall County will consider the selected Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the Agreement.

Execution of Documents / Contract Award:

The Bidder, in signing his/her Bid, shall conform to the following requirements:

- Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
- Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.
- Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- If such Bid is manually signed by an official other than the President of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid shall be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract will be deemed as awarded when formal notice of award has been duly served upon the intended awardee(s).

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 issue a certificate of insurance per item #7 in "Terms & Conditions". The successful bidder must not commence any billable work prior to the parties' execution of the Agreement and until after the successful bidder submits a Certificate of Insurance ("COI") to Kendall County and receives official written order of Kendall County to proceed. No work is to be done prior to these circumstances being completed.

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

February 28, 2018

TERMS & CONDITIONS

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 (*Company Name*) with its principal place of business at _____ (hereinafter referred to as “Contractor”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

- Incorporation:** This Agreement includes and incorporates by reference herein all terms and conditions set forth in the ITB dated February 28, 2018, the bid submitted by Contractor, , the terms and conditions set forth in this page and the following pages, hereof, Attachment A (Scope of Service), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Site Data), and all other official attachments or addenda, all of which are collectively referred to as “Agreement.” In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first the Terms & Conditions, then the ITB, then Attachment C, then Attachment A, then Attachment D, then other Attachments or addenda to this Agreement/ITB, and then the submitted Bid.
- Effective Date & Term:** This Agreement shall be effective as of its execution and continue for three (3) years or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first (“Initial Term”). At the expiration of the Initial Term, this Agreement shall automatically renew for one (1) separate, successive one year term with the same terms and conditions, unless terminated by either party, in writing, at least thirty (30) calendar days prior to end of the initial term. The parties understand and agree that the automatic renewal term set forth in this Paragraph does not supersede or alter the parties’ ability to terminate the Agreement pursuant to this Agreement.
- Services:** Contractor will provide Kendall County with the following types of services: GROUNDS MAINTENANCE services for nine county building locations as scheduled and if needed, as directed by the Facilities Management Director, which include a spring cleanup, grass cutting (maximum of 25 per season), trimming, weekly weed pulling, fertilizing, weed control, planting bed & native landscaping maintenance, insect and disease control, annual Courthouse Island maintenance, Courthouse berm maintenance and grass cutting on the Route 34 Right of Way (ROW) 2 times per month watering of lawns and trees, if needed, as directed by the Facilities Management Director, and tree, shrub & evergreen maintenance. The services under the Agreement are to be performed each season as follows from April 1, 2018 to November 31, 2018, April 1, 2019 to November 31, 2019 & April 1, 2020 to November 31, 2020. The services under the successive one (1) year renewal term are to be performed from April 1, 2021 to November 31, 2021.
- Modifications:** 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. All changes or adjustments must be in writing, signed by both parties to the Agreement.
- Payment:** In consideration for Contractor providing the services, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay for the services per attachment C, “**Fees & Reimbursements.**” Contractor must present an invoice to the KCFM Director, in accordance with Attachment C. The total amount of the invoice 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.
- Indemnification:** Contractor agrees to indemnify hold harmless, and defend, with counsel of Kendall County’s own choosing, Kendall County, including its past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which Kendall County, its board members, elected officials, insurers, employees, or agents may sustain, incur or be required to pay arising out of Contractor’s negligence, willful acts, errors, omissions, or performance or failure to adequately perform its obligations pursuant to 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.

7. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. 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 below. Before starting work hereunder, Contractor shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor shall it be deemed as a limitation on Contractor's liability to Kendall County under this Agreement.
8. **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.
9. **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.
10. **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.

11. **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, or by Contractor upon written notice delivered to Kendall County at least sixty (60) calendar days prior to the effective date of termination.
12. **Warranties:** 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.
13. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
14. **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.*).
15. **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:

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16. **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.
 17. **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.

18. **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.

19. **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.
20. **Prevailing Wage:** To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

26. **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.*
27. **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.
28. **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.
29. **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.
30. **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.*
31. **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.
32. **Authority to Execute Agreement:** 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.
33. **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.
34. **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.

WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this _____ day of _____, 2018.

(Company Name)	KENDALL COUNTY, ILLINOIS
BY:	BY:
NAME:	NAME: Scott Gryder
TITLE:	TITLE: Kendall County Board Chairman
	Attest:
	Debbie Gillette, Kendall County Clerk

ATTACHMENT A SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined. The Contractor 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 Contractor shall perform services under this contract on Monday of each week. In the event of rain or damp conditions, the Contractor will perform services on the following day. The Contractor shall schedule enough labor to complete all sites on the same day. Spring clean-up and fertilization may occur outside of the normal scheduled day in order to fulfill the requirements of this contract.

The Contractor 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 in attachment D.

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 shown in attachment D for the Rt. 34 Government Center Campus and the Downtown Yorkville Campus shall be cut an average of (3) times per month or a maximum of 25 times per season, (*additional cutting may be required if needed and determined by prior communication between the Contractor and KCFM*), from April 01 to November 30.

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 Contractor 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 Contractor for an additional charge. During hot or drought conditions a cutting height not to exceed 3 ½" shall be maintained. The Contractor 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 Contractor.

Brush Mowing

Brush mow around Northwest Detention area shown in Attachment D one (1) time per year.

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. each month. 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 in Attachment D. A broad leaf weed control and fertilizer shall be applied after May 1st and prior to May 15th to the areas outlined in Attachment D. 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 Contractor 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 cattails on the shoreline to water edge 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. Fertilizer and weed control application are also to be applied to berm areas.

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.

Mulching

Annually refresh mulch as needed around trees on properties and in the berms.

Mulch is to be aerated and new added.

Mulch is not to be piles directly up the tree trunk. Mulch by trees is to be brought up to trees and cupped out against the tree trunk.

Approximately 274 yards of mulch required.

F. Insect & Disease Control

Contractor shall on a regular basis inspect grounds for signs of insect infestation and disease and report to KCFM in a timely manner. Contractor 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

Except by prior direction by the KCFM Director, the Contractor shall have no responsibility to water lawns, shrubs, and trees.

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 Agreement.
- 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 Agreement. 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 Kendall County and by Local, State and Federal laws.

1.04 INSPECTION

- A. Work will be subject to inspection at all times by Kendall County's Facilities Management Director. Kendall County 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 Kendall County's Facilities Management Director as needed and requested to:
 - 1. Inspect the site for any issues requiring attention not currently addressed in the Agreement.
 - 2. Review the work executed as part of the Agreement.
 - 3. Review activities for future execution.

1.06 PAYMENT – VERIFY WITH KENDALL COUNTY

- A. The Contractor shall submit invoices for services performed on a monthly basis. All payments will be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.
- B. The basis for payment of all 'as needed' and/or services in addition to the Agreement shall be based upon quantities submitted to the Landscape Architect and the unit prices established as part of the Agreement. Kendall County 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 Kendall County'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 Kendall County.

2.03 SEED:

- A. As specified on the approved landscape plans detailed in Attachment D.

PART 3 - EXECUTION

3.01 SPRING CLEAN UP:

- A. Contractor shall mow the large native areas shown in Attachment D in early spring prior to foliage flush and remove all clippings from the site.

3.02 MOWING & WEED CONTROL:

- A. Native Areas
 - 1. The native areas shown in Attachment D, 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.
- B. 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 left bare due to work within the maintenance Agreement, including weed removal, shall be over seeded with a seed mix approximating the species diversity of the specified area.
- B. All over seeding 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 over seeding, 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
806 John Street
Yorkville, IL 60560

Kendall County Courthouse
807 John Street
Yorkville, IL 60560

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

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

Kendall County Animal Control
802 John Street
Yorkville, IL 60560

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

Kendall County Historic Courthouse
110 Ridge Street
Yorkville, IL 60560

Kendall County Olson Home
107 Madison
Yorkville, IL 60560

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

Kendall County Annex II
108 W. Ridge St.
Yorkville, IL 60560

**ATTACHMENT C
FEES & REIMBURSEMENTS**

Contractor 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 2018)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 806 John Street				
Courthouse 807 John Street				
Health & Human Services 811 John Street				
Office Building 111 W. Fox Street				
Animal Control 802 John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 110 Ridge Street				
Olson House 107 W. Madison Street				
Coroner's Office 804 John Street				
Annex II 108 W. Ridge St.				

YEAR 2 (FY 2019)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 806 John Street				
Courthouse 807 John Street				
Health & Human Services 811 John Street				
Office Building 111 W. Fox Street				
Animal Control 802 John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 110 Ridge Street				
Olson House 107 W. Madison Street				
Coroner's Office 804 John Street				
Annex II 108 W. Ridge St.				

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

YEAR 3 (FY 2020)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 806 John Street				
Courthouse 807 John Street				
Health & Human Services 811 John Street				
Office Building 111 W. Fox Street				
Animal Control 802 John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 110 Ridge Street				
Olson House 107 W. Madison Street				
Coroner's Office 804 John Street				
Annex II 108 W. Ridge St.				

LAWN CUTTING PER OCCURENCE	Initial Period (FY 2018)	YEAR 2 (FY 2019)	YEAR 3 (FY 2020)
Public Safety Center 806 John Street			
Courthouse 807 John Street			
Health & Human Services 811 John Street			
Office Building 111 W. Fox Street			
Animal Control 802 John Street			
Annex Building 105 W. Fox Street			
Historic Courthouse 110 Ridge Street			
Olson House 107 W. Madison Street			
Coroner's Office 804 John Street			
Annex II 108 W. Ridge St.			
TOTAL			

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

YEAR 4 (Optional) (FY 2021)	Spring Clean-Up	Fertilization & Weed Control	Tree, Shrub, Evergreen Maint.	TOTAL
Public Safety Center 806 John Street				
Courthouse 807 John Street				
Health & Human Services 811 John Street				
Office Building 111 W. Fox Street				
Animal Control 802 John Street				
Annex Building 105 W. Fox Street			N/A	
Historic Courthouse 110 Ridge Street				
Olson House 107 W. Madison Street				
Coroner's Office 804 John Street				
Annex II 108 W. Ridge St.				

LAWN CUTTING PER OCCURENCE	Initial Period (FY 2018)	YEAR 2 (FY 2019)	YEAR 3 (FY 2020)	YEAR 4 OPTIONAL (FY 2021)
Public Safety Center 806 John Street				
Courthouse 807 John Street				
Health & Human Services 811 John Street				
Office Building 111 W. Fox Street				
Animal Control 802 John Street				
Annex Building 105 W. Fox Street				
Historic Courthouse 110 Ridge Street				
Olson House 107 W. Madison Street				
Coroner's Office 804 John Street				
Annex II 108 W. Ridge St.				
TOTAL				

INVOICE EXPECTATION

Monthly Invoice can be a combined invoice for each property.

The invoice must contain detailed billing for each site, with a subtotal for each site.

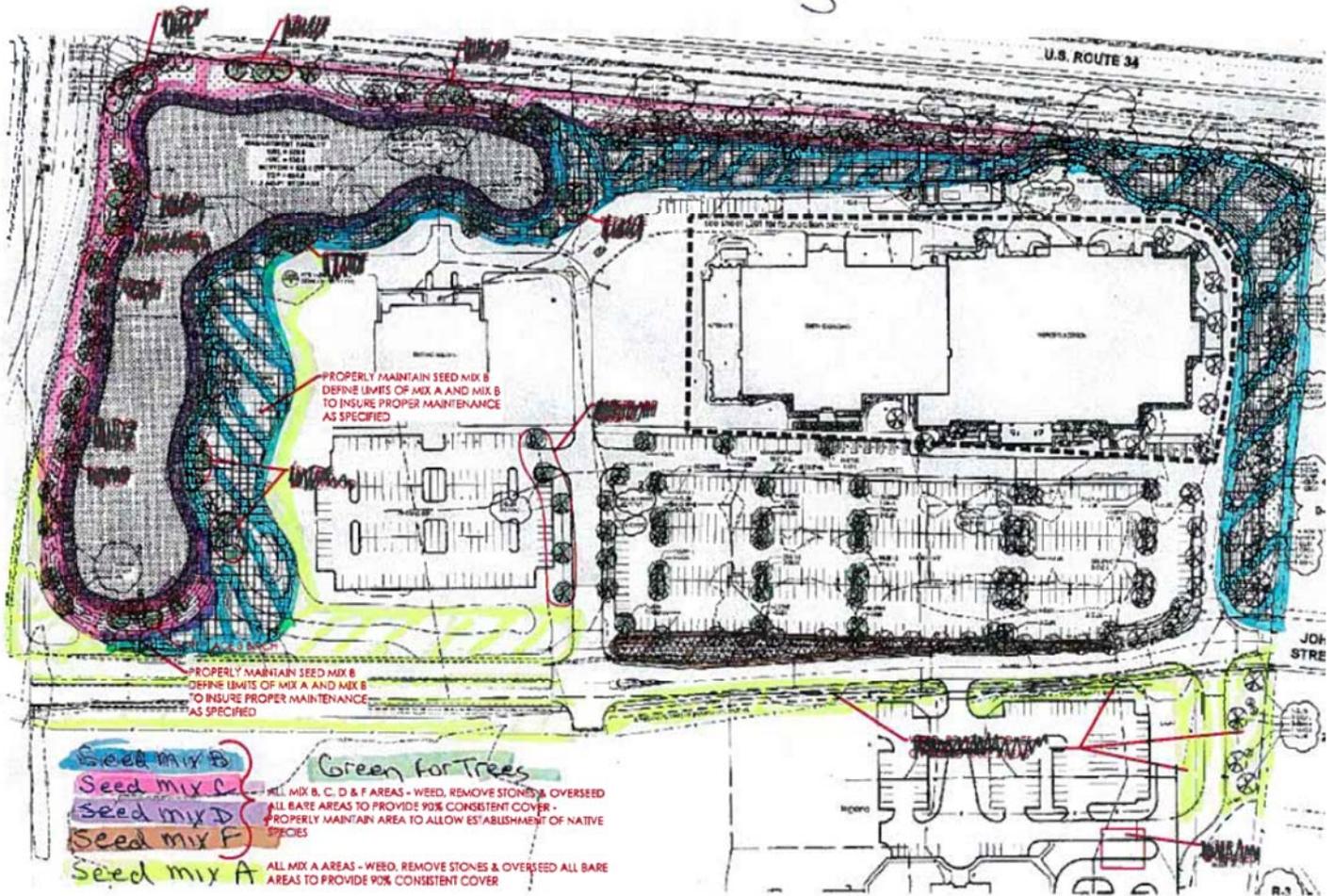
Each monthly invoice must contain charges for the Spring cleanup for each site.

So, you will take the total cost of the Spring cleanup for each site and divide it by eight (8) and then put that amount down for each location as Spring Cleanup for that site.

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



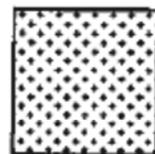
seed mix c:
standard dry-mesic seed mix:
cover with
S150 blanket



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

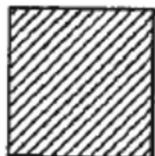


seed mix e:
emergent seed mix
cover with
S150 blanket

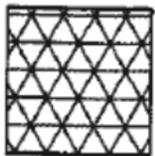


*seec
with

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 Counces/Acre</u>
Permanent Grasses:		
<i>Andropogon gerardii</i>	Big Bluestem	30.50
<i>Bouteloua curtipendula</i>	Side-Oats Gramma	16.00
<i>Carex bicknelli</i> / <i>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>Careopsis 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>Liatris aspera</i>	Rough Blazing Star	1.25
<i>Liatris 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 Quinine	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	48.50
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 hirsuta</i>	Tall Careopsis
<i>Desmodium illinoense</i>	Illinois Tick Trefall
<i>Eryngium yuccifolium</i>	Rattlesnake Master
<i>Filipendula 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 ohiensis</i>	Common Spiderwort
<i>Veronica gigantea</i>	Smooth Tail Ironweed
<i>Veronicastrum virginicum</i>	Culver's Root
<i>Xanthoxylum 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 vulpinoidea</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> 'Iniquois Beauty' Iniquois 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 'Coral Reef'</i> 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 'Volcano Red'</i> 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:

QTY.	KEY	BOTANICAL NAME / COMMON NAME	SIZE/COND
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

Kendall County Downtown Yorkville Campus



Rt. 34 Government Center Campus

