

RESOLUTION NO. R2025-

**A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT FOR
MOWING AND LANDSCAPE MAINTENANCE SERVICES WITH
SEBERT LANDSCAPE, OF BARTLETT, ILLINOIS**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified the need for mowing and landscape maintenance services ("**Services**"), which Services include, but are not limited to, leaf cleanup, tree and shrub care, flowerbed edging, weeding, and lawn mowing; and

WHEREAS, the City solicited proposals from qualified contractors to perform the Services; and

WHEREAS, after reviewing the proposals received, City staff has determined that the proposal submitted by Sebert Landscape of Bartlett, Illinois ("**Contractor**"), in the total amount of \$133,730.00, best satisfies the requirements and needs of the City; and

WHEREAS, the City desires to enter into a contract with Contractor for the procurement of the Services at the price proposed ("**Contract**"); and

WHEREAS, in accordance with Section 1-8-4.B.6.a.3 of the Warrenville City Code ("**City Code**"), the Mayor and the City Council have determined that it is in the best interest of the City and the public to waive the bidding requirements set forth in the City Code and approve the Contract with Contractor for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Ordinance.

SECTION 2: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the City Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: Approval of Contract. The Contract with Contractor in the amount of \$133,730.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Contract only after receipt by the City Administrator of at least two executed copies of the Contract from Contractor; provided, however, that if the City Administrator does not receive such executed copies of the Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval by a two-thirds majority in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
CONTRACT

CITY OF WARRENVILLE

CONTRACT

2025 MOWING AND LANDSCAPE MAINTENANCE

Full Name of Contractor Sebert Landscape ("Contractor")
Principal Office Address 1550 W Bartlett Road. Bartlett, IL 60103
Local Office Address 30W741 Butterfield Road. Naperville, IL 60563
Contact Person Kevin Pryor Telephone Number 630-688-8452

TO: City of Warrenville ("Owner")
28W701 Stafford Place
Warrenville, Illinois 60555

Attention: Cristina White
City Administrator

1. Work Proposal

A. Contract and Work. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract (the "Work"):

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the mowing and landscape maintenance activities at the various City properties and the Route 56 corridor at the locations (individually, a "Work Site" and collectively, the "Work Sites") and in the manner set forth in the Specifications attached to and, by this reference, attached to this Contract as Attachments A and B;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Safety Data Sheets. Furnish Safety Data Sheets for all chemicals and materials used in the performance of the work on this project;
5. Taxes. Pay all applicable federal, state, and local taxes;
6. Miscellaneous. Do all other things required of Contractor by this Contract; and
7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of

professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. All Work shall be fully provided, performed, and completed in accordance with the Specifications. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, any damage done to, and any loss or injury suffered by, Owner, the Work, the Work Sites, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense

and risk.

2. Contract Price Proposal

A. SCHEDULE OF PRICES. Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the Schedule of Prices attached to and, by this reference, this Contract as Attachment C.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Contractor, its superintendents, or its office and engineering staff.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following on a monthly schedule in accordance with the Specifications.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been

properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

Contractor proposes and agrees that the mowing and landscaping season ("Landscaping Season") is April 1 to October 31 but that the Landscaping Season's start, termination, and duration may fluctuate year to year. Contractor shall begin to perform the Work within 10 days after written notice from the Public Works Director or his designee to commence the Work (the "Commencement Date") and shall diligently and continuously prosecute the Work on the schedule set forth in the Specifications until the end of the Landscaping Season as determined by the Public Works Director or his designee; provided however that the term of this Contract shall not exceed one year.

This Contract may be renewed for up to three additional one-year renewal terms upon mutual agreement of the Owner and the Contractor on the same terms and conditions as set forth in this Contract, provided however, that the grand total for the work items listed on the Schedule of Prices shall not increase by more than two-percent. Contractor agrees to notify the Owner before December 1 of each year if it does not wish to renew the Contract.

4. Financial Assurance

A. Bond. Contractor shall provide a Labor and Material Payment Bond, on a form provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

B. Insurance. Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives as additional insureds. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury
\$500,000 each employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 60 days after the date this sealed Contract is opened.

6. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Reserved.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its

principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner's elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.

C. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and conditions of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or

use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and interest of this Contract to the greatest extent permitted by applicable law.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

I. Governing Law. This Contract, and the rights of the parties under this Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

DATED this _____ day of _____, 2024.

CITY OF WARRENVILLE

By: _____
Christina White, City Administrator

Attest:
By: _____
Julie Clark, City Clerk

[CONTRACTOR]

By: 
Name/Title: Kevin Pryor / Account Manager

Attest:
By: 
Name/Title: Amy Bateman / Regional Manager

CITY OF WARRENVILLE
MOWING AND LANDSCAPE MAINTENANCE CONTRACT
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT COMPANY NAME AND ADDRESS]**, as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[INSERT CONTRACT PRICE]** Dollars (\$ 133,730.00), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated Jan. 13, 2025, with Owner entitled "Mowing and Landscape Maintenance Contract Between City of Warrenville and **[INSERT COMPANY NAME]**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for mowing and landscape maintenance at the Worksites identified in the Contract; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this 13 day of January 2025

Attest/Witness:

By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: ***[INSERT COMPANY NAME]***

By: _____
[INSERT NAME]

Title: President

SURETY: ***[INSERT COMPANY NAME]***

By: _____

Title: _____

Telephone: _____

ATTACHMENT A – CITY PROPERTIES

SPECIFICATIONS

All references to “contractor” in these specifications shall mean and refer to Contractor. All references to “City” shall mean and refer to “Owner.” All references to the “job sites” or “premises” shall mean the Work sites. All references to “services” shall mean and refer to the Work. Contractor proposes and agrees that the mowing and landscaping season (“Landscaping Season”) is April 1 to October 31 but that the Landscaping Season’s start, termination, and duration may fluctuate year to year.

I. Requirements

A. General Requirements.

1. Contractor must provide all material, labor, equipment, and all other necessary equipment and supplies required to complete the required work. Contractor may not sub-contract any work.
2. All work must be completed to the satisfaction of the Deputy Public Works Director or his designee.
3. Contractor must complete the services described below at 26 job sites throughout the City. Job site maps, of each site, are attached to, and by this reference, made a part of these Specifications as **Exhibit 1**. The yellow lines on each map give an approximate representation of the required work area, at each job site. It shall not be the responsibility of the City to provide approximate areas and sizes for each job site. The contractor shall meet with the Deputy Public Works Director or his designee prior to the commencement of any work under this Contract.

B. Personnel and Equipment.

1. Contractor shall be responsible for obtaining background checks on all personnel participating in the services. Personnel with felony convictions are prohibited from participating in any work under this Contract.
2. Contractor shall provide qualified supervision of each crew at all times while working.
3. Contractor shall rent equipment as needed to cover any equipment that breaks down.
4. Contractor will assume full responsibility for personnel and will repair or replace any damaged item or area.

II. Contractor Qualifications

- A. Contractor must have maintained a permanent place of business for at least five (5) years.
- B. Contractor must have adequate manpower and equipment to perform the services in an expeditious and acceptable manner.
- C. Contractor shall have satisfactorily furnished services of similar size and scope for a period of at least five (5) years. Verification of this requirement must be submitted as part of the proposal. Contractor shall provide no less than three (3) reference contacts for services of similar size and scope.
- D. Contractor must certify that it has successfully completed tree and landscape maintenance contracts that include finished turf, native plantings, tree maintenance (tree

pruning, tree removal, and tree planting), and litter pick-up and disposal. The minimum value of said maintenance contracts must have been \$150,000.

III. Scope of Work

- A. Work Sites. Services shall be provided at the following Work Sites:
1. Historical Museum / Albright Building/Leone Schmidt Park – 3S530 Second Street (Northwest corner of Second Street and Warrenville Road)
 2. City Hall 3S258 Manning – 28W701 Stafford Place*
 3. Police Station – 3S245 Warren Avenue
 4. Public Works Facility – 3S346 Mignin Drive
 5. Islands (4) on Warrenville Road
 6. Cerny Park – 28W441 Forestview Avenue**
 7. Veterans Memorial Islands (3)
 8. West Avenue-both sides of the street, between Old Warrenville Road and south of Galusha Road
 9. Warrenville Road –South side of the street, east of the bridge over the DuPage River
 10. Rockwell Street-east side of the street, between Calumet Avenue East and Butterfield Road
 11. Burk Avenue-both sides of the street, between Wagner Drive and Rogers Avenue
 12. Batavia Road-both sides of the street, between Butterfield Road and Williams Road
 13. Batavia Road, West of Illinois Route 59-north side of the street between Continental Drive and Sanchez Drive. South side of the street between the railroad crossing and service entrance to the Sutton Square retail center
 14. Aurora Way-both sides of the street, between Warrenville Road and Landon Avenue
 15. Fox Hollow Lift Station-1S681 Essex Lane
 16. Water Tower and Well Site #8-29W523 Batavia Road
 17. Well Site #10-30W194 Batavia Road
 18. Well Site #12-3S004 Timber Drive
 19. Well Site #11-4W255 River Road
 20. Water Tower and Well Site #9-27W601 Warrenville Road
 21. West Street Water Tower-27514 Diehl Road
 22. Warren Avenue Lift Station-3S631 Warren Avenue
 23. Breme Drive Lift Station-3S665 Breme Drive West
 24. Rogers Avenue Well Site (abandoned)-28W436 Rogers Avenue
 25. Williams Road Lift Station – east side of Williams Road between Morris Court and native plants near bridge over West Branch DuPage River
 26. Batavia Road: Emerald Green Drive to driveway just east of Maple Terrace, including PACE bus stop at Emerald Green Drive
 27. Barkley Avenue right-of-way: Duke Parkway to Estes Street, including median island
 28. Well Site #13 – 30W121 Estes Street
 29. Batavia Road right-of-way: the parkway along the property at the northeast corner of Batavia Road and Riverside Avenue
 30. Porter's Landing: 20-foot wide path from road to river
 31. Route 56 Frontage Road at northeast corner of Route 56 and Route 59: several City owned parcels, mow grass area outside of wooded area
 32. Calumet Avenue East (vacant right-of-way): Rockwell Street to Route 56 / Butterfield Road
 33. East side of River Road: Bower School north property line to Towne Tap south property line – mow from back of curb to approximately 2' to 3' east of the path.
 34. Warrenville Entry Monument Sign on Winfield Road located west side of Winfield Road just south of ComEd driveway which is approximately 400' south of Route 56 / Butterfield Road
 35. East side of Barkley Avenue: Route 56 / Butterfield Road to Lakeview Drive
 36. OTRS #2 – City owned parcels at northeast corner of Batavia Road and Winfield Road

B. Services.

1. The following services shall be required for each job site (unless otherwise noted in the exceptions below). All work shall be completed Monday through Friday from 7 AM to 6 PM.
 - Clean-Up (Spring & Fall) two times per year – Contractor must complete a leaf cleanup in the fall (after the leaves have fallen) and a tall grass cleanup in the spring.
 - Tree and Shrub Care (trimming and shaping) two times per year
 - Edging flowerbeds one time per season (summer months)
 - Pre-emergent (flowerbeds) will be applied in the spring
 - Hand-weeding the flowerbeds weekly, spot spraying
 - Lawn mowing and weed whipping weekly
2. Exceptions:
 - * City Hall shall be mowed on Monday or Tuesday each week, due to weekly concerts on Wednesdays.
 - ** Cerny Park shall be mowed twice per week.
3. Owner reserves the right to temporarily reduce the number or frequency of the services at one or more job sites on written notice to Contractor.

- D. Distressed or Diseased Vegetation. Contractor shall report any distressed or diseased vegetation and, once the report is made, provide a cost estimate for the remediation the issue to the Deputy Public Works Director or his designee.

IV. Pricing/Invoicing/Payment

- A. Pricing. Contractor shall provide a price for a single date of service for each of the 24 job sites ("Price Per Service Date"). The Price Per Service Date should take into account that, while the majority of service dates to a particular job site will consist of the same work, there will be service dates that entail additional work (e.g. fall and spring clean-up dates, tree and shrub care dates, etc.). Non-lawn services (e.g. fall and spring clean-up dates, tree and shrub care dates, etc.) shall be completed at work sites when mowing occurs. Non-lawn services costs shall be incorporated into the Price Per Service. Every service date for a given job site will cost the Price Per Service Date regardless of the particular work done on any given service date.
- B. Mulch. Contractor shall provide a material cost for premium dyed brown double ground mulch, which the City may, but is not obligated to, order from Contractor on an as-needed basis. Before mulch is installed, the existing mulch shall be turned over with a rake, and when the new mulch is installed, the total thickness of the old and new mulch shall be a maximum of three inches (3"). It shall be installed properly and not in the form commonly known as volcano mulch.
- C. Invoices. Contractor shall submit invoices to the City on a monthly basis. The invoice amount shall be the sum of the products resulting from multiplying the Price Per Service Date for each job site serviced by the number of times the job site was serviced plus any additional costs for arborist chips. Contractor shall provide signed and dated activity receipts with each invoice detailing the work completed at each job site.
- D. Payment. The City will review and pay each invoice in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

ATTACHMENT C
2025 Mowing and Landscape Maintenance Schedule of Prices

I. LANDSCAPE MAINTENANCE AT CITY-OWNED PROPERTIES	COST/OCCURRENCE	# OCC.	EXTENSION
1 Historical Museum / Albright Building / Leone Schmidt Park - 35530 Second St (Northwest corner of Second St & Warrenville Rd)	\$90.00 /OCC.	30	\$2,700.00
2 City Hall - 3S258 Manning Ave and 28W701 Stafford Place	\$90.00 /OCC.	30	\$2,700.00
3 Police Station - 3S245 Warren Avenue	\$110.00 /OCC.	30	\$3,300.00
4 Public Works Facility - 3S346 Mignin Drive	\$85.00 /OCC.	30	\$2,550.00
5 Islands (4) on Warrenville Road	\$90.00 /OCC.	30	\$2,700.00
6 Cerny Park - 28W441 Forestview Avenue South	\$140.00 /OCC.	60	\$8,400.00
7 Veterans Memorial Islands (3)	\$30.00 /OCC.	30	\$900.00
8 West Avenue - both sides of the street, between Old Warrenville Road and south of Galusha Road	\$30.00 /OCC.	30	\$900.00
9 Warrenville Road - south side of street, east of bridge over West Branch DuPage River	\$30.00 /OCC.	30	\$900.00
10 Rockwell Street - east side of street, between Calumet Avenue East and Butterfield Road	\$30.00 /OCC.	30	\$900.00
11 Burk Avenue - both sides of street, between Wagner Drive and Rogers Avenue	\$35.00 /OCC.	30	\$1,050.00
12 Batavia Road - both sides of street, between Butterfield Road and Williams Road	\$122.00 /OCC.	30	\$3,660.00
13 Batavia Road, west of Illinois Route 59 - north side of the street between Continental Drive and Sanchez Drive. South side of street between the railroad crossing and service entrance to Sutton Square retail center.	\$90.00 /OCC.	30	\$2,700.00
14 Aurora Way - both sides of street, between Warrenville Road and Landon Avenue	\$55.00 /OCC.	30	\$1,650.00
15 Fox Hollow Lift Station - 1S681 Essex Lane	\$30.00 /OCC.	30	\$900.00
16 Water Tower and Well Site #8 - 2S649 Country Ridge Drive	\$20.00 /OCC.	30	\$600.00
17 Well Site #10 - 30W194 Batavia Road	\$20.00 /OCC.	30	\$600.00
18 Well Site #12 - 2S900 Timber Drive	\$20.00 /OCC.	30	\$600.00
19 Well Site #11 - 2W255 River Road	\$20.00 /OCC.	30	\$600.00
20 Water Tower and Well Site #9 - 27W601 Warrenville Road	\$40.00 /OCC.	30	\$1,200.00
21 West Street Water Tower - 4740 West Street	\$30.00 /OCC.	30	\$900.00
22 Warren Avenue Lift Station - 3S631 Warren Avenue	\$30.00 /OCC.	30	\$900.00
23 Breme Drive Lift Station - 3S665 Breme Drive West	\$30.00 /OCC.	30	\$900.00
24 Rogers Ave Well Site (abandoned) - 28W436 Rogers Avenue	\$30.00 /OCC.	30	\$900.00
25 Williams Rd Lift Station - E. side Williams: Morris Ct to native plants	\$20.00 /OCC.	30	\$600.00
26 Batavia Rd: Emerald Green Drive to Seraph Holmes Court to Maple Terrace driveway on north, including PACE Bus Stop	\$20.00 /OCC.	30	\$600.00
27 ROW Barkley Ave: Duke Parkway to Estes Street	\$20.00 /OCC.	30	\$600.00
28 Well Site #13 - 30W121 Estes Street	\$30.00 /OCC.	30	\$900.00
29 ROW Batavia Road parkway at Riverside Avenue	\$20.00 /OCC.	30	\$600.00
30 Porter's Landing: 20' wide from River Road to edge of river	\$20.00 /OCC.	30	\$600.00
31 Frontage Road at NE Route 56 / Route 59 grass outside wooded area	\$30.00 /OCC.	30	\$900.00
32 Calumet Avenue East: Rockwell Street to Route 56 / Butterfield Road	\$50.00 /OCC.	30	\$1,500.00
33 East side of River Road: Bower School to Towne Tap	\$95.00 /OCC.	30	\$2,850.00
34 Warrenville Entry Monument Sign on Winfield Road	\$20.00 /OCC.	30	\$600.00
35 East side of Barkley Avenue: Route 56 / Butterfield Rd to Lakeview Dr	\$25.00 /OCC.	30	\$750.00
36 OTRS #2 - Northeast corner of Batavia Road and Warrenville Road	\$85.00 /OCC.	30	\$2,550.00
37 Premium Dyed Brown Double Ground Mulch	\$60.00 /CUBIC YARD	100	\$6,000.00
SUBTOTAL:			\$62,160.00

2025 Mowing and Landscape Maintenance Schedule of Prices

II. ROUTE 56 CLEAN-UP AND REPAIR	COST/OCCURRENCE	# OCC.	EXTENSION
A. Spring	\$2,900.00 /OCC.	1	\$2,900.00
B. Fall	\$2,150.00 /OCC.	1	\$2,150.00
C. Policing	\$550.00 /OCC.	2	\$1,100.00
SUBTOTAL:			\$6,150.00

III. ROUTE 56 SCHEDULED LANDSCAPE MAINTENANCE	COST/OCCURRENCE	# OCC.	EXTENSION
A. Turf			
1. Fine Turf			
a) Fine Turf Mowing (includes litter removal, hand-weeding)	\$500.00 /OCC.	30	\$15,000.00
b) Fertilization			
i. Spring	\$1,000.00 /OCC.	1	\$1,000.00
ii. Summer	\$1,000.00 /OCC.	1	\$1,000.00
iii. Fall	\$1,000.00 /OCC.	1	\$1,000.00
c) Herbicide Application			
i. Selective Broadleaf Pre-Emergent Blanket Spray	\$600.00 /OCC.	2	\$1,200.00
ii. Broadleaf Post-Emergent Blanket Spray	\$600.00 /OCC.	2	\$1,200.00
iii. Selective Broadleaf - Spot Treatment	\$200.00 /OCC.	3	\$600.00
B. Perennial Beds and Tree Rings			
1. Perennial Beds			
			/OCC.
a) Fertilization	\$400.00 /OCC.	1	\$400.00
b) Compost	\$6,750.00 /OCC.	1	\$6,750.00
c) Weed Control			
i. Pre-emergent	\$600.00 /OCC.	1	\$600.00
ii. Post-emergent	\$300.00 /OCC.	3	\$900.00
d) Cut back	\$400.00 /OCC.	1	\$400.00
e) Bed edging	\$400.00 /OCC.	3	\$1,200.00
f) Cultivate beds	\$300.00 /OCC.	1	\$300.00
2. Tree Rings			
a) Fertilization	\$450.00 /OCC.	1	\$450.00
b) Edging Tree Rings	\$1,250.00 /OCC.	2	\$2,500.00
c) Weed Control			
i. Pre-emergent	\$900.00 /OCC.	1	\$900.00
ii. Post-emergent	\$300.00 /OCC.	3	\$900.00
C. Paths			
1. Weed Control	\$320.00 /OCC.	8	\$2,560.00
D. Seeded Natural Areas Maintenance			
1. Mowing	\$925.00 /OCC.	2	\$1,850.00
2. Weeds/Invasive Woody Plant Control	\$1,800.00 /OCC.	4	\$7,200.00
3. Prescribed burning (either in spring or fall) 3 year rotation 2020 - burn north side (274,342 SF), 2021 - burn south side (274,342 SF), 2022 - no burn	\$4,800.00 /OCC.	1	\$4,800.00
E. Prune Trees	\$18.00 /TREE	300	\$5,400.00
F. Mulch Tree Rings	\$10.00 /OCC.	1	\$10.00
G. Mulch Perennial Beds	\$7,300.00 /OCC.	1	\$7,300.00
SUBTOTAL:			\$65,420.00

GRAND TOTAL: \$133,730.00

2025 Mowing and Landscape Maintenance Schedule of Prices

IV. CONTINGENCY ITEMS	COST/OCCURRENCE	# OCC.	EXTENSION
A. Seeding Natural Areas Contingencies			
1. Overseeding - Class 4A	\$2,150.00 /ACRE	as needed	
2. Overseeding - Class 4A and Class 5 mix	\$2,300.00 /ACRE	as needed	
B. Shade Tree, Ornamental Tree, Evergreen Tree Contingencies (Per Tree)			
1. Watering			
a. Gator Bag	\$25.00 /GATOR BAG	as needed	
b. Fill Gator Bag	\$12.00 /TREE/OCC.	as needed	



SEBERT

Sebert Landscape References

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Village of Algonquin

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Village of Bolingbrook

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630-226-8400

All of these are currently maintained by Sebert Landscape, have been maintained by Sebert Landscape for at least (5) years, and are a similar size and scope as the City of Warrenville.