



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Authorization to accept the 2018-2019 Landscaping Services Proposal Acres Group		
Presenter & Title:	Nate Landers, Superintendent of Streets, Fleets, and Facilities		
Date:	January 22, 2018		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$83,856.00		Budgeted?	_____ <b>x</b> _____ <b>YES</b> <b>NO</b>
<i>If NO, please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>This purpose of this project is to perform routine landscape maintenance at various City properties.</p> <p>On Friday, January 12<sup>th</sup>, proposals were received and opened for the 2018 Landscape Maintenance Program. Six proposals were received and are summarized on the attached sheet.</p> <p>The term of this contract is for two years with an option for a third and fourth year if the City so desires to utilize.</p> <p>Acres Group submitted the lowest proposal. They have indicated a 3% increase for year 2019, a 4% increase for 2020, and a 3% increase for year 2021. Staff checked the references from other agencies for Acres Group experience on similar projects and their performance was satisfactory.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Bid Summary</li> <li>• Resolution</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Staff respectfully recommends that City Council award the contract to the lowest proposer, Acres Group in the amount of \$83,856.00 for the 2018 season and with a 3% increase for year 2019 totaling \$86,372.00.			

## Landscape Maintenance Proposal Tab

Date 1/8/2017  
Time Opened 11:30 AM

<u>Contractor</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Bid Bond</u>	<u>Addendum 1</u>
Twin Oaks Landscaping	\$88,248.00	\$88,248.00	\$88,248.00	\$88,248.00	yes	yes
Semper Fi Land	\$255,560.00	\$265,271.28	\$275,351.59	\$285,814.95	Yes	yes
Americana Landscape	\$110,648.00	\$110,648.00	\$112,860.96	\$112,860.96	Yes	Yes
Acres Group	\$83,856.00	\$86,371.68	\$89,826.55	\$92,521.34	Yes	Yes
Classic Landscape	\$119,552.00	\$121,943.04	\$121,943.04	\$125,601.33	Yes	Yes
Accurate Edge	\$84,678.43	\$87,218.78	\$89,835.35	\$92,530.41	yes	yes

**Total Package Including Fertilizing**

Twin Oaks	\$90,444.00	\$90,444.00	\$90,444.00	\$90,487.92
Semper Fi Land	\$258,070.00	\$267,876.66	\$278,055.97	\$288,622.10
Americana Landscape	\$112,117.00	\$112,146.38	\$114,359.34	\$114,389.31
Acres group	\$89,188.00	\$91,863.64	\$95,538.19	\$98,404.33
Classic Landscape	\$119,552.00	\$121,943.04	\$121,943.04	\$125,601.33
Accurate Edge	\$91,879.15	\$94,635.52	\$97,474.59	\$100,398.83

## Alternate Fertilizing Proposal

<b><u>Contractor</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>Bid Bond</u></b>
Twin Oaks Landscaping	\$2,196.00	\$2,196.00	\$2,196.00	\$2,239.92	
Semper Fi Land	\$2,510.00	\$2,605.38	\$2,704.38	\$2,807.15	Yes
Americana landscape Group	\$1,469.00	\$1,498.38	\$1,498.38	\$1,528.35	Yes
Acres Group	\$5,332.00	\$5,491.96	\$5,711.64	\$5,882.99	Yes
Classic Landscaping	\$0.00	\$0.00	\$0.00	\$0.00	yes
Accurate Edge	\$7,200.72	\$7,416.74	\$7,639.24	\$7,868.42	yes

**RESOLUTION NO. 2018-05**  
**RESOLUTION AUTHORIZING EXECUTION OF**  
**\_\_\_\_\_ [2018-2019 Landscape Maintenance Services Contract to Acres Group] \_\_\_\_\_**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the awarding of a two (2) year contract to Acres Group, relating to the City of Geneva Landscape Maintenance Services

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 5<sup>th</sup> day of February, 2018

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN CITY OF GENEVA AND ACRES GROUP**

This Independent Contractor Agreement (Agreement) is between City of Geneva, an Illinois municipal corporation (hereinafter referred to as “Geneva” or “City of Geneva”) and Acres Group (hereinafter referred to as “Acres Group” or “Contractor”). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** The Acres Group is engaged in the independent business and occupation as a landscape contractor Acres Group represents that he is knowledgeable and skilled in the following:

2. **Services.** The Contractor agrees to provide the following services under this Agreement during the Contract Term, which shall commence on April 1, 2018 and terminate on April 30, 2020: Landscape Maintenance services.

3. **Independent Contractor.** The Contractor acknowledges and agrees that the contractor is an independent contractor and not an agent or employee of the City of Geneva. The City of Geneva has sole discretion to determine when, contractor will perform services as well as the methods and techniques which will best accomplish the services to be provided under this Agreement. However, the contractor warrants that such methods and techniques will be in accordance with ethical and reputable business practices and that the contractor has the requisite expertise, ability, and skill to render the service required by this Agreement.

4. **Conflicts.** Nothing in this Agreement is intended to preclude the contractor from performing services for other entities and individuals. However, the contractor agrees not to engage in any activity that conflicts with the Geneva’s business interests or interferes with the independent exercise of the City of Geneva’s judgment in the best interests of the City of Geneva.

**5. Compensation.**

a. For the services to be rendered under Paragraph 2 above, Geneva will pay the Contractor the sum \$83,856 for year 2018 and \$86,372.00 for year 2019.

b. Contractor will submit his request for payment to Geneva at the end of each month.

6. **Taxes.** Neither federal, state, nor local payroll taxes of any kind or state disability insurance will be paid or withheld on behalf of the contractor. The contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. The contractor understands that if it is not a corporation, he may be liable for self-employment (social security) tax to be paid as required by law.

7. **Benefits.** Because the contractor is engaged in his own independently established business, the contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the City of Geneva to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing. No workers' compensation insurance will be provided by the Geneva for the contractor or any of its employees. The contractor agrees to obtain workers' compensation insurance for all of his employees and to provide the City of Geneva with a certificate of workers' compensation insurance coverage, as permitted by applicable law.

8. **Agency.** The contractor has no authority to bind the City of Geneva, to enter into any contracts or agreements on behalf of the City of Geneva, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.

9. **Indemnification.** The City of Geneva shall not be responsible for any action or failure to act by the contractor. The contractor agrees to indemnify and hold harmless the City of Geneva, its officers, directors, employees, agents, assigns, and successors against any claims, demands, or liability related to or arising out of the contractor's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and for any violations of law.

10. **City of Geneva Property.** Upon termination of the contractor's relationship with the City of Geneva, the contractor agrees to return all Geneva equipment to the City of Geneva.

11. **Statements.** The contractor agrees to refrain from making any public or private statement about the City of Geneva or its officers, Members or employees that would be injurious to the City of Geneva's business or reputation or which would, directly or indirectly, interfere with the business of the City of Geneva.

12. **Termination.** Either party may terminate this Agreement upon 60 days' written notice to the other.

13. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.

14. **Applicable Law.** This Agreement shall be governed by and interpreted under Illinois law.

15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

16. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

17. **Survival.** The provisions of paragraph 11 of this Agreement shall survive the termination of the business relationship between the parties.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

**CONTRACTOR:**

By:  \_\_\_\_\_

Date: 3-19-18

**CITY OF GENEVA:**

By:  \_\_\_\_\_  
City Administrator

Date: 03/19/2018

