



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Brush & Leaf Collection Services		
Presenter & Title:	Nate Landers, Superintendent of Streets, Fleets, and Facilities		
Date:	February 5, 2024		
Please Check Appropriate Box:			
<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 -
Associated Strategic Plan Goal/Objective:EMS-2			
Estimated Cost: \$2,393,837		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The Brush and leaf contract expired in December 2023. Staff issued an RFP and posted notices on the City’s website for combined brush and leaf services. The contract terms are for a 5-year period for both brush and leaf collection. Proposals were opened on January 8th and the City received two proposals. Kramer Tree Specialists was the lowest proposal for both the brush and leaf collections. The second proposal submitted a number for brush collection only. The overall cost for brush collection for the 5 year term is \$852,361.00 and leaf collection is \$1,541,476.00.</p> <p>Staff recommends Kramer Tree Specialists for the 2024-2029 brush and leaf collection program.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Tab 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Resolution Authorizing the City Administrator to Execute a Contract with Kramer Tree Specialists, Inc. for brush and leaf collection in the amount not to exceed \$2,393,837.00.</p>			

RESOLUTION NO. 2024-28

**RESOLUTION AUTHORIZING EXECUTION OF
Brush and Leaf Collection Services with Kramer Tree Specialists, Inc.**

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, a contract with Kramer Tree Specialists, Inc. relating to brush and leaf collection services in an amount not to exceed \$2,393,837.00 .

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 20th day of February, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 20th day of February, 2024.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of February 2024, by and between the City of Geneva organized and existing under and by virtue of the laws of the State of Illinois,

known as the party of the first part, hereinafter designated as the Owner, and **Kramer Tree Specialists, Inc.** his or their executors, administrators, successors or assignees, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract and agree with the said Owner for and in consideration of the payments and agreements provided in the proposal hereto attached, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified.

The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications and the plans, which plans are signed and accompany this contract and these specifications. The specifications and plans prepared by the said Owner are intended to cooperate and all specifications, plans, drawings and prints furnished by the Contractor shall cooperate herewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans drawings or prints, the same as though the work was contained and described in all.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City Council and their properly authorized agents, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The City Council shall have full power to reject or condemn all materials furnished or work performed under this contract, which in their opinion, do not conform to the spirit and to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Owner and said Contractor that the City Council shall determine all questions in relation to the work and the construction thereof, and they shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor, and their estimate and decision shall be final and conclusive; and such estimate and decision, in case any question may arise, shall be a condition precedent to the right of said contractor to receive any money or compensation for anything done or furnished under this contract.

The said Contractor further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials, and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans, and specifications and the requirements of the City Council under them.

The said prices shall cover the cost of all plants and tools and of the work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented material, appliances and processes used in the work performed, tools and plant employed, and materials and labor furnished hereunder and against all claims for patents, patented materials, appliances and processes used in or on account of the work under this contract.

The Contractor agrees to pay all laborers, workmen and mechanics performing work under this contract not less than the current prevailing rate of wages and to post such wage rates in a prominent and easily accessible place at the work site.

It is also understood and agreed that the Special and General Provisions, Specifications, Proposal, and

Contract Bond for Brush and Leaf Collection Services dated

February 19, 2024 hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

CONTRACT

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have set their hands and seals.

For the City of Geneva
Party of the First Part



[Signature]
Stephanie K. Dawkins
City Administrator

Attest:

[Signature]
Dep. City Clerk

For the Contractor
Party of the Second Part

(If a Corporation)

Corporate Name Kramer Tree Specialists Inc.
By [Signature]
President, Party of the Second Part

(If a Co-Partnership)

_____(SEAL)
_____(SEAL)
_____(SEAL)

Secretary
(Corporate Seal)

Partners doing business under the firm name of

_____(SEAL)
Party of the Second Part

(If an Individual)

_____(SEAL)
_____(SEAL)
Party of the Second Part