



AGENDA ITEM #13A

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
9/13/2022**

Item Title: 2023 Annual Landscaping Maintenance Contract Extension

Staff Contact: Karen Young, Director of Public Works

OLD BUSINESS

VILLAGE BOARD ACTION:

Adopt a Resolution approving and authorizing the extension of an agreement by and between the Village of Roselle and Uno Mas Landscaping, Inc.

Executive Summary:

On March 28, 2022, the Village Board approved a contract with Uno Mas Landscaping for the Annual Landscape Management Program services for the 2022 season. The annual program addresses numerous properties throughout the Village and includes: Civic Center Complex, commuter parking lots, historical property, Public Works Facilities, and stormwater detention areas located in some parks in the Village. Staff is recommending a contract extension with Uno Mas Landscaping, with the details regarding the previous and proposed contract noted below.

Uno Mas Landscaping was originally awarded the Landscape Maintenance Services contract in 2016. At that time their pricing was approximately 4.5% lower than the next lowest bidder. The Village approved a contract extension with Uno Mas starting in 2017 through 2021, with no cost increase from Uno Mas from their original bid prices from 2016. In 2022 the contract with Uno Mas was extended through the end of 2022 with a 3% increase in price from their 2021 contract, which was the first increase in price from the original bid in 2016.

The original plan was to rebid the Landscape Maintenance Services in 2023 to establish a new multi-year service contract, which would include an option to renew annually based on the Chicago Area Consumer Price Index (CPI-U). Given the current price of fuel and other economic factors bidding of this multi-year contract could inflate the base bid, impacting costs for the future annual renewals as well. Staff discussed the option of renewing the current contract with Uno Mas, who have agreed to continue Landscape Maintenance Services with the Village for 2023, with a 3% increase in price from their 2022 contract. This would be the second cost increase from the original bid in 2016.

The 2022 contract totaled \$140,000.04. The new base contract price for 2023 includes a 3% increase totaling \$144,200.03. Staff has been pleased with the work performed by Uno Mas Landscaping and recommends one-year contract extension for 2023.

Implications:

Is this item budgeted? Yes.

Estimated cost: The cost of this work is estimated at \$144,200.04.

Any other implications to be considered? No

Strategic Priority:

N/A

Attachments:

Resolution

Contract Extension

Uno Mas Contract Summary of Costs

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXTENSION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
UNO MAS LANDSCAPING, INC.

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE
WAYNE D. DOMKE
CHERYL LENISA
TOM DELLA PENNA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 13th day of September, 2022

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXTENSION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
UNO MAS LANDSCAPING, INC.**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the Village previously entered into an agreement with Uno Mas Landscaping, Inc. (hereinafter referred to as the "Company") for the Village's Landscape Maintenance Program and the Village has been pleased with the services provided by the Company;

WHEREAS, due to the economic volatility of the current market the Village now desires to extend the agreement with Company through the end of current calendar year in order to further assess the costs of the program for the subsequent year; and

WHEREAS, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village to approve the extension of the agreement with Uno Mas Landscaping as referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Extension of Agreement

The Village hereby approves the extension of the agreement (hereinafter referred to as the "Agreement") substantially in the form attached hereto and made a part hereof as Exhibit A and further approves the agreement in an amount not to exceed \$144,200.04 (one hundred forty four thousand dollars and four cents).

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the change order and of this resolution.

Section Seven - Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law; provided, however, this resolution shall not take effect until the Consent (a copy of which is attached hereto and made a part hereof as Exhibit B) is executed by the successful bidder, thereby memorializing its understanding of the requirements of Prevailing Wage Act and indemnifying the Village with respect to any violation of said Act. If the Consent is not executed within sixty (60) days after passage and approval of this resolution, this resolution shall be void and of no force or effect, and any such approvals contained herein shall hereby be terminated.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

DRAFT

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 13th day of September, 2022:

David Pileski
Mayor

ATTEST:

Amanda Hausman Burns
Village Clerk

Exhibit A

Agreement

DRAFT

Exhibit B

Consent

The undersigned, _____, as the authorized representative for _____, (hereinafter referred to as the "Successful Bidder"), having read a copy of this resolution in full, do hereby understand the terms and conditions of the contract and the related requirements of the Prevailing Wage Act and hereby accept, concur, and agree to comply with all of the requirements thereunder including but not limited to the Prevailing Wage Act to the extent that it may apply.

In addition, the Successful Bidder further agrees to fully indemnify and hold harmless the Village of Roselle for any and all liabilities and/or penalties that may be assessed for any violation that may be assessed or charged pursuant to the Prevailing Wage Act. The Successful Bidder further agrees to pay any and all of the Village of Roselle's attorney's fees associated with any defense associated with an alleged violation of the Prevailing Wage Act that may arise as result of the award of this contract/project and the work performed by the Successful Bidder thereunder. This consent shall be binding upon all parties in interest and all successors and assigns.

DATED this _____ day of _____, 20_____.

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20_____.

Notary Public

(SEAL)

**SUMMARY OF COSTS -DETAILED
UNO MAS LANDSCAPE MAINTENANCE
2023 CONTRACT APPROVAL**

ITEM NO.	ITEM/LOCATION	2022 COST PER MONTH	2023 COST PER MONTH	NO. OF MONTHS	2023 TOTAL COST
1	NORTH & SOUTH COMMUTER PARKING LOTS & WATER TOWER	\$1,730.40	\$1,782.31	8	\$14,258.50
2	MAPLE AVENUE COMMUTER PARKING LOT	\$103.00	\$106.09	8	\$848.72
3	VILLAGE HALL	\$453.20	\$466.80	8	\$3,734.37
4	POLICE DEPARTMENT	\$494.40	\$509.23	8	\$4,073.86
5	HISTORICAL BUILDINGS	\$432.60	\$445.58	8	\$3,564.62
6	DOWNTOWN VILLAGE OWNED RIGHTS-OF-WAYS	\$257.50	\$265.23	8	\$2,121.80
7	WELM COURT DETENTION AREA	\$247.20	\$254.62	8	\$2,036.93
8	FIRE STATION PROPERTY	\$535.60	\$551.67	8	\$4,413.34
9	VETERANS MEMORIAL PARK	\$329.60	\$339.49	8	\$2,715.90
10	PUBLIC WORKS FACILITY	\$391.40	\$403.14	8	\$3,225.14
11	TURNER PARK POND AREA	\$999.10	\$1,029.07	8	\$8,232.58
12	CENTRAL PUMP STATION	\$293.55	\$302.36	8	\$2,418.85
13	WEST PUMP STATION	\$82.40	\$84.87	8	\$678.98
14	BOOSTER STATION	\$92.70	\$95.48	8	\$763.85
15	PARKSIDE PARK	\$391.40	\$403.14	8	\$3,225.14
16	ROCK RUN PARK	\$587.10	\$604.71	8	\$4,837.70
17	NEWCASTLE PARK	\$432.60	\$445.58	8	\$3,564.62
18	ENGEL PARK	\$787.95	\$811.59	8	\$6,492.71
19	CHATBURG PARK	\$620.06	\$638.66	8	\$5,109.29
20	GOOSE LAKE PARK	\$690.10	\$710.80	8	\$5,686.42
21	ALBION STREET DITCH	\$105.06	\$108.21	8	\$865.69
22	PROSPECT & THORNDALE MEDIAN	\$88.58	\$91.24	8	\$729.90
23	CENTRAL AVENUE BOULDER WALL	\$133.90	\$137.92	8	\$1,103.34
24	SUMMERFIELD & LAKE STREET MEDIAN	\$133.90	\$137.92	8	\$1,103.34
25	FOREST & MENSCHING BERM	\$123.60	\$127.31	8	\$1,018.46
26	ANNUAL FLOWERS/PLANTING	\$3,633.84	\$3,742.86	1	\$3,742.86
27	WASTEWATER TREATMENT PLANTS (DEVLIN & BOTTERMAN)	\$2,060.00	\$2,121.80	8	\$16,974.40
28	474 CONGRESS CIRCLE NORTH (OUTLOT WEST OF BLDGN.)	\$123.60	\$127.31	5	\$636.54
29	474 CONGRESS CIRCLE NORTH (BACK OF BUILDING)	\$144.20	\$148.53	5	\$742.63
30	PERIMETER AT THE CENTRAL AVENUE DETENTION POND	\$103.00	\$106.09	5	\$530.45
31	PARKWAY ON THE SOUTH SIDE OF CENTRAL AVENUE (BETWEEN WES END AND DEEKE)	\$659.20	\$678.98	5	\$3,394.88
32	WEST PUMP STATION S.E. CORNER OF MENSCHING/BRYN MAWR	\$123.60	\$127.31	5	\$636.54
33	PARKWAY ON THE SOUTH SIDE OF MENSCHING (ACROSS FROM WEST PUMP STATION)	\$164.80	\$169.74	5	\$848.72
34	BRENTWOOD COURT ISLAND	\$61.80	\$63.65	5	\$318.27
35	S.E. CORNER OF FOREST AND MENSCHING	\$82.40	\$84.87	5	\$424.36
36	BOOSTER STATION AT MENSCHING AND SUMMERFIELD	\$123.60	\$127.31	5	\$636.54
37	LOT AT WEST END AND HERITAGE	\$103.00	\$106.09	5	\$530.45
38	LOT 372 (SUMMERFIELD AND LAKE) (OFF OF FALL CIRCLE)	\$247.20	\$254.62	5	\$1,273.08
39	PARKWAYS ON RODENBURG NORTH OF TRAVIS TO THE RAILROAD TRACKS	\$123.60	\$127.31	5	\$636.54
40	S.W. CORNER TURNER AND ROSELLE	\$144.20	\$148.53	5	\$742.63
41	PARKWAY ON THE NORTH SIDE OF MAIN (EASET OF STARBUCKS TO SPRING)	\$412.00	\$424.36	5	\$2,121.80
42	EAST END OF PLUM TREE LANE	\$103.00	\$106.09	5	\$530.45
43	EAST PUMPING STATION SITE	\$144.20	\$148.53	5	\$742.63

**SUMMARY OF COSTS -DETAILED
UNO MAS LANDSCAPE MAINTENANCE
2023 CONTRACT APPROVAL**

ITEM NO.	ITEM/LOCATION	2022 COST PER MONTH	2023 COST PER MONTH	NO. OF MONTHS	2023 TOTAL COST
44	PARKWAY ON THE EAST SIDE OF PLUM GROVE (BETWEEN DEVON & LAWERNCE)	\$412.00	\$424.36	5	\$2,121.80
45	4 CORNERS PLUM GROVE BRIDGE	\$206.00	\$212.18	5	\$1,060.90
46	PARKWAY ON THE NORTH SIDE OF EAST DEVON (BETWEEN COUNTRYSIDE DRIVE AND 514 E. DEVON)	\$309.00	\$318.27	5	\$1,591.35
47	CAREY AT ROSYLN	\$123.60	\$127.31	5	\$636.54
48	WEST SITE WATER TANK (OFF OF CENTRAL BY RAILROAD SPUR TRACK. N. TO THE WATER TANK) 1800 CENTRAL IN AND OUTSIDE THE FENCE	\$185.40	\$190.96	5	\$954.81
49	NORTH SIDE OF AURTHOR FROM MARION EAST TO DEAD END	\$103.00	\$106.09	5	\$530.45
50	CHERRY STREET CREEK	\$144.20	\$148.53	5	\$742.63
51	WEST IRVING PARK ROAD AT RAILROAD TRACKS VILLAGE WELCOME SIGN ON SOUTH SIDE OF ROAD	\$164.80	\$169.74	5	\$848.72
52	MISCELLANEOUS	\$82.40	\$84.87	5	\$424.36
53	MULCH - Municipal Complex, History Museum, Main Street Area, Veterans Memorial, Metra Station, Roselle Entrance Signs, I-390 Entrance Signs, Public Works, Water Stations & miscellaneous medians.	\$10,350.00	\$10,660.50	1	\$10,660.50
54	I-390 LANDSCAPE MAINTENANCE & MOWING	\$120.00	\$123.60	8	\$988.80
55	ROSELLE WELCOME SIGN - LAKE ST & GARY AVE - ROSELLE RD NORTH OF FOSTER - IRVING PARK RD AT SPRINGHILL DR	\$164.00	\$168.92	8	\$1,351.36
TOTAL 2023 CONTRACT COST					\$144,200.04

**EXTENSION TO THE AGREEMENT
ENTERED INTO BY AND BETWEEN
THE VILLAGE OF ROSELLE AND UNO MAS LANDSCAPING, INC.**

THIS EXTENSION TO THE ORIGINAL AGREEMENT made on this 13th day of September, 2022 (hereinafter referred to as the "Extension") to the Agreement entered into on or about October 12, 2020 by and between the Village of Roselle (hereinafter referred to as the "Village") whose principal place of business is located at 31 S. Prospect Street, Roselle, Illinois 60172 and Uno Mas Landscaping, Inc. (hereinafter referred to as the "Company") whose principal place of business is located at P.O. Box 681, Streamwood, Illinois 60107 (collectively referred to herein as the "Parties") hereby amends the agreement and extends the services of Uno Mas Landscaping, Inc. through December 31, 2023.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto extend the agreement as follows:

1. The Parties agree to extend the term of the original Agreement for an additional period of time to terminate on December 31, 2023 unless mutually agreed to by the Parties to extend the Agreement for an additional period of time.
2. Either Party may terminate this Agreement without cause or further liability upon fourteen days written notice to the other party.
3. The Parties agree that the Uno Mas Landscaping, Inc.'s revised rates are attached hereto and made a part hereof as Exhibit A but in an amount not to exceed \$144,200.04 (one hundred forty four thousand dollars and four cents).
4. Unless expressly modified in this Extension, the provisions of the Agreement remain in full force and effect. If any provision of this Extension conflicts with the Agreement, the terms and conditions of the Extension shall control.
5. This Extension shall become effective as of the date of the last signature below, this Extension may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Extension to the Agreement as of the day and year first above written.

Village of Roselle:

Uno Mas Landscaping, Inc.:

Mayor

ATTEST:

Village Clerk