BID SUBMITTED BY:		
Cardno, Inc.		
Contractor's Name 6605 Steger Road, Unit A		
Street Monee, IL 60449		P.O. Box
City	State	Zip Code



CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

BID AND SPECIFICATIONS FOR

Native Plantings Landscaping Maintenance

Located at various locations in

AURORA, ILLINOIS

March 2018 Bid Number 18-24

PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

TABLE OF CONTENTS

TITLE PAGE

TABLE OF CONTENTS

NOTICE TO BIDDERS

PROPOSAL

SIGNATURE SHEET

STATE OF ILLINOIS LABOR REQUIREMENTS

BIDDER'S CERTIFICATION

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

BIDDER'S TAX CERTIFICATION

SPECIAL PROVISIONS

SCHEDULE OF PRICES

CITY OF AURORA GENERAL SPECIFICATIONS

<u>APPENDICES</u>

A - SITE LOCATIONS

City of Aurora ("the City") Bid Number 18-24 NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed bids for the maintenance contract described below must be received at the City of Aurora Purchasing Department, which is located at City Hall, 44 E. Downer Place, Aurora, IL 60507, until 5:00 P.M., April 2, 2018.

Description of Work

Name: Native Plantings Landscaping Maintenance Various Locations in Aurora. IL

<u>Scope of Services:</u> This contract is to provide regular landscaping maintenance of native planting areas at various locations throughout the City. The locations of the areas to be maintained under this scope of services, many of which surround manmade lakes and drainage areas, include:

- Cherry Hill Lake
- Greenfield Lake
- Orchard Lake (North)
- Orchard Lake (South)
- southeast corner of Orchard and Galena
- northeast corner of Indian Trails and Farnsworth
- Kautz Road and Montgomery Road
- Aurora Police Department (Farnsworth and Indian Trail)
- · Riverwalk at New York Avenue
- possible additional locations to be determined

The scope of services included as regular maintenance will vary by location and may include:

- conservation mowing
- selective cutting for weed control/non-native plant species
- selective herbicide application
- · supplemental seeding
- prescribed bum

Location diagrams with estimated acreage for each site will be included with the bid package. The City reserves the right to alter the plans and details, extend or shorten the improvement, add such work as may be necessary, and increase or decrease the quantities of work to be performed in accordance with Section 104 of the Standard specifications.

The frequency of performing maintenance activities will be established for each location based on perceived needs and Contractor feedback on existing conditions provided at the Pre-work Meeting in April or May, but may be modified based on growing conditions and other factors such as vandalism or storm damage. The Contractor must perform the work within 96 hours of receiving a request from the City.

This City of Aurora is seeking a **one year contract, with two additional one year extensions** mutually agreeable to both parties. The unit prices listed in the schedule of prices shall remain the same if an extension is mutually agreeable to both parties. Please note the anticipated annual quantities (acreage) are listed in the schedule of prices.

Bidder Instructions

- 1. Plans and bid are available online at www.aurora-il.org or via email. Please contact lan Wade to request a copy at (630) 256-3200 or www.aurora-il.org or www.aurora-il.org or www.aurora-il.org
- There will be no pre-bid meeting for this project.
- 3. Bidders shall provide their references on the form included in this bid. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the City to supply all information necessary to complete these investigations. The City, in its complete discretion, may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.
- 4. The City reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
- 5. Any bidder that owes the City money may be disqualified at the City's discretion.
- 6. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
- 7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the specifications and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The City will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. By submitting a response to this notice, and as an express condition of consideration for contract award, the bidder agrees to be bound without limitation to all terms and conditions, specifications, requirements, and the statement of work contained herein.
- 8. Selection and contract award will be based on a comprehensive evaluation of the bid packages submitted, including past performance on City projects, references and unit rates presented.

By Order of City Clerk City of Aurora

PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL CITY OF AURORA 44 EAST DOWNER PLACE AURORA, ILLINOIS 60507

1.	Proposal of_	Cardno, Inc.	
	for the impro	vement known as Native Plantings Landscaping Maintenance	

- 2. The plans and specifications for the proposed improvements are those prepared by City of Aurora.
- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
- 4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that the has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
- 6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
- 7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
- 8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices.

- 9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
- 10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within fifteen (15) days of after notice of award of the contract.
- 11. The undersigned further agrees to begin work not later than ten (10) calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- 12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
- 13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Special Provisions, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, not as a penalty but as liquidated damages for delay in completion of the work in accordance with the Standard Specifications; otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
- 15. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular.
- 16. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the City of Aurora - General Specifications.

- 17. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities.
- 18. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
- 19. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
- 20. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora General Specifications Article 6.7.
- 21. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract.
- 22. No contract will be awarded to any bidder who has been delinquent or unfaithful in any former contract with the City, or who is a defaulter as surety or otherwise upon an obligation to the City.
- 23. The entire set of specifications shall be submitted with each proposal.
- 24. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Signatures

	Signature of Bidder	<u> </u>
	Business Address	
		· .
(If a partnership)	Firm Name	
	Signed by	
	Business Address	<u> </u>
	·	
	<u> </u>	_
	Insert Names and	_
	Addresses of All Partners	_
/IC		
(If a corporation)	Corporate Name Cardno, Inc.	<u> </u>
•	Signed By Signed By	· -
	Business Address 6605 Steger Road, Unit A	
	Monee, IL 60449	
·	President Andy Goodwin	· ·
. *	Secretary Julia Guynn	<u>.</u>
1	Treasurer Jenifer Picard	
Attacts I have her a		

Assistant Secretary

State of Illinois DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this bid and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job, classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois

DEPARTMENT OF TRANSPORTATION

Bureau of Local Roads & Streets SPECIAL PROVISION

FOR

WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999 Revised: January 2, 2013

- 1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
- 3. Submission of Payroll Records. The Contractor and each subcontractor shall ,no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

BIDDER'S CERTIFICATION

I/We hereby certify that:

H.

statutes.

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. 017-029, adopted on June 27, 2017.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United Sates Department of Labor.— Not applicable

I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and

Contractor shall check the box indicating that a copy of applicable program

certification is attached.

COMPANY NAMECardno, Inc.
ADDRESS 6605 Steger Road, Unit A
CITY/STATE/ZIP CODE Monee, IL 60449
NAME OF CORPORATE/COMPANY OFFICIAL Anngie Richter PLEASE TYPE OR PRINT CLEARLY
TITLE MSSiStart Secretary
AUTHORIZED OFFICIAL SIGNATURE
DATE 3-29-2018 Subscribed and Sworn to
TELEPHONE (708) 534-3450 Before me this 29^{+} day
FAX No. (708) 534-3480 of March, 2018
Notary Public
Colleer R. Webb

COLLEEN R WEBB

COLLEEN R WEBB

Official Seal

Notary Public – State of Illinois

My Commission Expires Mar 30, 2021

Return with Bid

All	contra	actors are required to complete the following certification:
	⊠ For	this contract bid or for all groups in this deliver and install bid.
	All contractors are required to complete the following certification: For this contract bid or for all groups in this deliver and install bid.	
-		
req all bid app App	uires the other r ders's proved prentice	nis contract to be awarded to the lowest responsive and responsible bidder. In addition to responsibility factors, this contract or deliver and install bid requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are by and registered with the United States Department of Labor's Bureau of eship and Training, and applicable to the work of the above indicated bids or groups
	I.	participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the
	II.	each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of
	III.	name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.
		Not applicable

VI.	or part of the work of the contract or deliver partners or members and not by employed wages would be required, check the followorkforce and positions of ownership.	er and ins es to whon	stall bid solely by individual owners, in the payment of prevailing rates of
	Not applicable		
contractor bidder is craft job requires	uirements of this certification and disclosure or shall require this certification provision to responsible for making a complete report are category that will be utilized on the project is a copy of each applicable Certificate of Labor evidencing such participate tractors be included with the bid in order	be included ad shall ma accounted f Registration by the	d in all approved subcontracts. The ake certain that each type of work or d for and listed. The City of Auroration issued by the United States contractor and any or all of its
gaboon	Hadrone be meraded with the big in craer	o quanty t	/\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Bidder:	Cardno, Inc.	Ву:	annual de
Address:	6605 Steger Road, Unit A, Monee, IL 60449	Title:	√(Signature) Assistant Secretary

STATE OF ILLINOIS)	
wî \\) County of Kane)	SS
County of Kane	

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

•	
	By Julia & Spugar
(Sigi	nature of Bidder's Executing Officer)
	JULIA GUYNN (Print name of Bidder's Executing Officer)
	SECRETARY (Title)
ATTEST/WITNESS:	
By Complete	
Title Assistant Secretary	
Subscribed and sworn to before me this day of March, 20 18.	
Colleen Rowelds	
Notary Public	
(SEAL) COLLEEN R WEBB Official Seal Notary Public - State of Illinois	
MOTARY PIDUC – STATE OF HUDOS	=

My Commission Expires Mar 30, 2021

DATED this 28 day of MARCH

INDEX OF SPECIAL PROVISIONS

SP 1 - DESCRIPTION OF CONTRACT	3
SP 2 - RESPONSIBILITY OF WORK	3
SP 3 - LOCATION OF UTILITIES	4
SP 4 - WATER FOR IRRIGATION PURPOSES	4
SP 5 - NOTIFICATION	1
SP 6 - PUBLIC SAFETY AND CONVENIENCE	4
SP 7 - RESPONSIBILITY FOR WORK SITE SAFETY	5
SP 8 - CONTROLOF MATERIALS	5
SP 9 - DISPOSAL OF DEBRIS	6
SP 10 - DUST CONTROL & DIRT ON PAVEMENT	6
SP 11 - PRE-WORK MEETING	6
SP 12 - WORK DAYS AND HOURS	7
SP 13 - INCIDENTAL WORK	7
SP 14 - SELECTIVE HERBICIDE	7
SP 15 - SELECTIVE CUTTING (WEED CONTROL, HAND REMOVAL)	7
SP 16 - WEED CONTROL, NON-SELECTIVE, NON-RESIDUAL (NON-WETLD)	8
SP 17 - WEED CONTROL, NON-SELECTIVE, NON-RESIDUAL (WETLAND)	9
SP 18 - CONSERVATION MOWING	10
SP 19 – CONTROLLED BURN	10
BID WORKSHEET	40
GENERAL SPECIFICATIONS	12
GENERAL OF LOIFIGATIONS	13

APPENDICES

APPENDIX A - SITE LOCATIONS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007 (hereinafter referred to as the "STANDARD SPECIFICATIONS"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2010; all of which apply to and govern the construction of NATIVE PLANTINGS LANDSCAPING MAINTENANCE in Aurora, Kane County, Illinois.

These Special Provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

SP 1- DESCRIPTION OF CONTRACT

This project includes regular landscaping maintenance of native planting areas at various locations throughout the City. The scope of services included as regular maintenance will vary by location and may include conservation mowing, selective cutting for weed control/non-native plant species, selective herbicide application, supplemental seeding, and prescribed bum.

Location diagrams with estimated acreage for each site will be included with the bid package. The City reserves the right to alter the plans and details, extend or shorten the improvement, add such work as may be necessary, increase or decrease the quantities of work to be performed in accordance with Section 104 of the Standard specifications.

The frequency of performing maintenance activities will be established for each location based on perceived needs and Contractor feedback on existing conditions provided at the Pre-work Meeting in April or May, but may be modified based on growing conditions and other factors such as vandalism or storm damage. The Contractor must perform the work within 96 hours of receiving a request from the City.

This City of Aurora is seeking a one year contract, with two additional one year extensions mutually agreeable to both parties. The unit prices listed in the schedule of prices shall remain the same if an extension is mutually agreeable to both parties. Please note the anticipated annual quantities are listed in the schedule of prices.

SP 2- RESPONSIBILITY OF WORK

During the progress of the work the Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work or to persons, or to public or private property caused by or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

SP 3- LOCATION OF UTILITIES

The bidder, before submitting a Bid, shall carefully examine the Proposal, Plans, Details, Specifications, and Special Provisions. The successful bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the plans, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown on the plans may also be encountered in carrying out the work. The Contractor shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The Contractor shall notify all utility companies including the City of Aurora Electrical Department (630) 892-1415, Water and Sewer Department (630) 844-2800, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies, and appropriate school districts, a minimum of two (2) working days (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

SP 4- WATER FOR IRRIGATION PURPOSES

City water for irrigation purposes will be available to the Contractor at his cost according to the prevailing rates in effect at the time. The Contractor shall secure a city water meter by presenting a refundable deposit for \$1,750.00 in the form of a certified check made out to The City of Aurora to the Water Billing Department on the First Floor of 44 E. Downer Place. Aurora, Illinois. The name of the Contractor and their Social Security Number or Tax ID number will be required. The Contractor will take the resulting forms to the Main Pumping Station located at Route 25 and Indian Trail Road where the city water meter shall be provided.

This work shall be performed as directed by the City of Aurora. This work will be paid for on a time and material basis in accordance with

SP 5- NOTIFICATION

The Contractor shall notify the City of Aurora project representative a minimum of five (5) working days prior to starting work on this contract. The Contractor shall notify the project representative a minimum of 24 hours prior to starting each different type of work.

<u>SP 6- PUBLIC SAFETY AND CONVENIENCE</u>

The Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties.

Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the work. Adequate use of naggers and other traffic control devices shall be used to permit such arrangements during working hours. The supply, installation, and maintenance of traffic control devices or flaggers shall not be paid for separately, but shall be considered incidental to the contract.

SP 7-RESPONSIBILITY FOR WORK SITE SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of: and shall provide the necessary protection to prevent damage. Injury, or loss to:

- a) All employees on the work and other persons who may be affected thereby
- b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect—them from damage, injury, or loss. The Contractor shall be responsible for maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. All damage, injury, or loss to any property referred to in paragraph (a), (b), or (c) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site.

SP 8- CONTROLOF MATERIALS

All material used shall meet the requirements of the Illinois Department of Transportation, "Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois", "City of Aurora Standard Specifications for Improvements", and as outlined in these specifications.

All materials will be inspected and approved by the Engineer before incorporation into the work.

Any work in which unacceptable materials are used without approval or written permission of the City Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for.

SP 9- DISPOSAL OF DEBRIS

The Contractor shall be responsible for removal and disposal of all landscape waste materials generated in the course of the work to a facility permitted to accept such waste.

SP 10- DUST CONTROL & DIRT ON PAVEMENT

The Contractor shall at all times be responsible for maintaining dust-free conditions. If dirt or other debris is tracked on roadways or private drives due to the work performed under this contract, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, as directed by the Engineer by means of high pressure washing or by mechanical sweeping.

If City water is used for dust control or cleaning, the Contractor must have a water meter and hoses on site prior to the start of any excavation.

If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor.

Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

SP 11-PRE-WORK MEETING

A pre-work meeting shall be held prior to start of the maintenance work after execution of the contract documents. The Project Representative shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and discuss the following:

- Names of Subcontractors and Material Suppliers
- Names of Project Manager and /or Field Supervisor. Including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week.
- General cleanup of the work site at the end of each day
- Methods for Invasive flora control
- Plantings
- A J.U.L.I.E meet at the project site, scheduled by the Contractor, prior to commencement of any excavation related work.

SP 12- WORK DAYS AND HOURS

The allowed hours of work are between 7:00 AM and 6:00 PM, Monday through Saturday. No work shall be done on. Sundays or public holidays.

Equipment shall not be started before 6:45 AM unless authorization to work during night time hours is authorized by the Engineer.

SP 13-INCIDENTAL WORK

All work, shown or called for on the plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be all owed or a unit price is provided for said work in the Bid Proposal.

SP 14-SELECTIVE HERBICIDE

Selective herbicide treatments and cutting treatments should be completed concurrently by professionals experienced in native plant identification and maintenance.

Seeding of the type specified: All work, materials and equipment shall conform to Section 250 and I 081 of the Standard Specifications except as modified. The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. Fertilizer is not required.

<u>Basis of Payment:</u> This work shall be measured and paid for at the contract unit price per acre of SELECTIVE HERBICIDE. The price shall include all necessary labor, materials, and equipment necessary to performed the work as described herein.

SP 15-SELECTIVE CUTTING (WEED CONTROL, HAND REMOVAL)

<u>Description</u>: The work will consist of hand cutting of non-native annual plants for the purpose of noxious weed management. Hand and manual-tool (shoveL spade, etc.) removal and disposal of Cattails (*Typha sp.*) at locations within the existing detention basin including the newly created channels and open water pond. This work will be performed in a wetland environment and dewatering of the work area is not required for removal.

<u>Basis of Payment:</u> This work shall be measured and paid for at the contract unit price per acre of SELECTIVE CUTTING (WEED CONTROL, HAND REMOVAL). The price shall include all necessary labor, materials, and equipment necessary to performed the work as described herein.

SP 16-WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (NON-WETLAND)

<u>Description:</u> This work shall consist of the application of a non-selective and non-residual herbicide (Roundup or equal) to kill non-native perennial vegetation within designated upland areas for weed control.

<u>Materials:</u> The non-selective and non-residual herbicide (Roundup or approved equal) shall have the following formulation:

Active Ingredient

*Glyphosate, N- (phosphonomethyl) glycine.	41.0%
in the form of its isopropylamine salt	59.0%

Inert Ingredients (including surfactant)

100.0%

Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient Glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

The Contractor shall submit a certificate, including the following, prior to starting work:

- 1. The chemical names of the compound and the percentage by volume of the ingredients which must match the above specified formulation.
- 2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
- 3. A statement that the Roundup or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
- 4. A statement describing the products proposed for use when the manufacturer of Roundup or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacture. Required additives will not be paid for separately.

All material shall be brought to the spray area in the original unopened containers supplied by the manufacturer. Spraying will not be allowed when the temperatures exceed 90° or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

<u>Schedule:</u> Spraying will not be allowed when temperatures exceed 90° F or under 60° F, when wind velocities exceed fifteen (15) miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 9

Application Rate: The Roundup or equal non-selective and non-residual herbicide shall be applied at the rate of one (I) gallon per acre. One (I) gallon of Roundup or equal formulation shall be diluted with a minimum of fifty-five (55) gallons of water and applied as a mixture.

<u>Method of Measurement:</u> This work shall be measured and paid for at the contract unit price per acre for Weed Control-Non Selective and Non Residual (non-wetland).

SP 17-WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND)

<u>Description:</u> This work shall consist of the application of herbicide (Habitat or equal) within wet areas of the detention basin for weed control. Applications may only be made for the control of undesirable vegetation in and around standing and flowing water. Equal formulation must be approved to use in or near water.

Materials: The herbicide (Habitat or equal) shall have the following formulation:

Active Ingredient:

Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1f-imidazol-2-yl]-3- Pyridinecarboxylic acid)*

28.7%

Inert Ingredients

71.3%

TOTAL 100.0%

The Contractor shall submit a certificate, including the following, prior to starting work:

All material shall be brought to the spray area in the original unopened containers supplied by the manufacturer. Spraying will not be allowed when the temperatures exceed 90°, or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

- 1. The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
- 2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
- 3. A statement that the Plateau or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
- 4. A statement describing the products proposed for use when the manufacturer of Plateau or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

<u>Application Rate:</u> The Habitat or equal herbicide shall be applied at the rate of 6 pints per acre. Habitat or equal formulation shall be diluted with a minimum of one-hundred (I 00) gallons of water and applied as a mixture.

<u>Method of Measurement</u>: This work shall be measured and paid for at the contract unit price per acre Weed Control-Non Selective and Non Residual (wetland).

SP 18 - CONSERVATION MOWING

<u>Description</u>: This work will consist of a mowing of vegetation to a height not more than 6 inches for the purpose of noxious weed management. This activity will not include lake shore areas.

General Requirements:

The Contractor shall keep all mowing equipment sharp and properly equipped for operation in a native area. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seeding, etc. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the City of Aurora. Damage to the ground surface such as ruts or wheel tracks more than 2 inches in depth or other plantings caused by mowing/trimming operations shall be repaired at Contractors expense.

Method of Measurement

CONSERVATION MOWING will be measured per event of the surface area mowed and trimmed.

Basis of Payment:

This work will be paid for at the contract unit acre per event for CONSERVATION MOWING. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the City of Aurora.

SP 19 - CONTROLLED BURN

The work will consists of performing a control burn for ecological management including all gasoline, watering, weed whipping, raking, mowing and all work described. The areas burned will consist of open area of existing vegetation for the control of invasive species. The Contractor will be responsible for obtaining all required permits and authorizations prior to the commencement of burning. Copy of the TEPA burn permit and burn plan should be

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 11

submit to the City prior to starting. The prescribed burn must be performed under the supervision of an Illinois certified prescribed burn manager. The contractor will issue burn notifications to local residents prior to completing the burn. Contact information for local fire and police are found below:

City of Aurora Fire Department, 75 N. Broadway, Aurora, IL 60505, 630-256-4000

City of Aurora Police Department, 1200 East Indian Trail Road, Aurora, IL 6050600n-emergency 630/256-5000.

Method of Measurement

CONTROLLED BURN will be measured per acre of the surface area mowed and trimmed.

Basis of Payment:

This work will be paid for at the contract unit acre for CONTROLLED BURN.

* Absolete with new addending

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 12

SCHEDULE OF PRICES

I/We hereby agree to furnish to the CITY all necessary materials, equipment, labor, etc. to complete the NATIVE PLANTINGS LANDSCAPING MAINTENANCE in accordance with provisions, instructions, and specifications of the CITY for the prices as follows. Note that those areas shaded in represent service/location combinations not anticipated and therefore not included in the total cost* tabulation:

	Unit Cost (perac)>	98 - 84 - 128 S S S S S S S S S S S S S S S S S S S	Santaware sucker (Section)			\$	Market Control
Locations	Approx. Area (ac)	Mowing	Hand Weeding	Herbicide	Wetland Herbicide	Seeding	Burn
Cherry Hill Lake	12.0	ļ		i			
Greenfield Lake	2.0						
Orchard Lake N	8.4	!					
Orchard Lake S	2.0						
Kautz and Montgomery	2.7						
SEC Orchard and Galena	3.5				,		
Aurora PD	10.1						
Indian Trail and Farnsworth	1.3						
Riverwalk and NY	0.5						
	Sub-Totals						

Total* of Subtotals	Tabulated above			

Please be sure to include your Unit Costs (per acre), as these rates will be used to determine the annual contract amount as determined at the pre-work meeting.

^{*}Total above is used as a basis of comparison only. The actual scope of services to be awarded and performed will be determined at the pre-work meeting and will be based on the recommendations of the Contractor, City Budget, and current site conditions.

GENERAL SPECIFICATIONS

SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a bid for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed plans for the work, standard

specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a bid and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the Illinois Department of Transportation.

1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

1.14 PLANS

Wherever the word plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed plans or reproductions thereof pertaining to the construction involved.

1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of ten (10) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a bid guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The contractor agrees to waive trial by jury for itself and all of its contracts with sub-contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

SECTION 3 SCOPE OF THE WORK

3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Any deviation from these requirements must be stipulated in writing by both parties.

3.2 SPECIAL WORK

Should any construction conditions which are not covered by the plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the contractor for such changes shall be adjusted as provided herein.

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the bid as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 18

and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

4.3 DEVIATIONS FROM THE PLANS

No deviation from the general plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the plans, profiles and drawings, and provided for in the specifications.

4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other contractors, subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the plans and specifications on the job at all time.

4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 5 CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to insure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and

replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 24

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence \$3,000,000 Each Occurrence \$500,000 Aggregate \$3,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the contractor's liability. Other coverage and higher limits may be provided at the contractor's option and expense.

Owner does not waive its subrogation rights against contractor and/or any subcontractor for damages due to losses to owner due to the fault or negligence of the contractor and/or any subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 25

proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefor and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

SECTION 7 PROSECUTION AND PROGRESS OF WORK

7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

7.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Bid. The amount obtained by the

summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the bid shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 15 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Bid, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the subcontractors and material suppliers, the amount requested for each of the subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

City of Aurora Native Plantings Landscaping Maintenance Bid Package Page 28

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

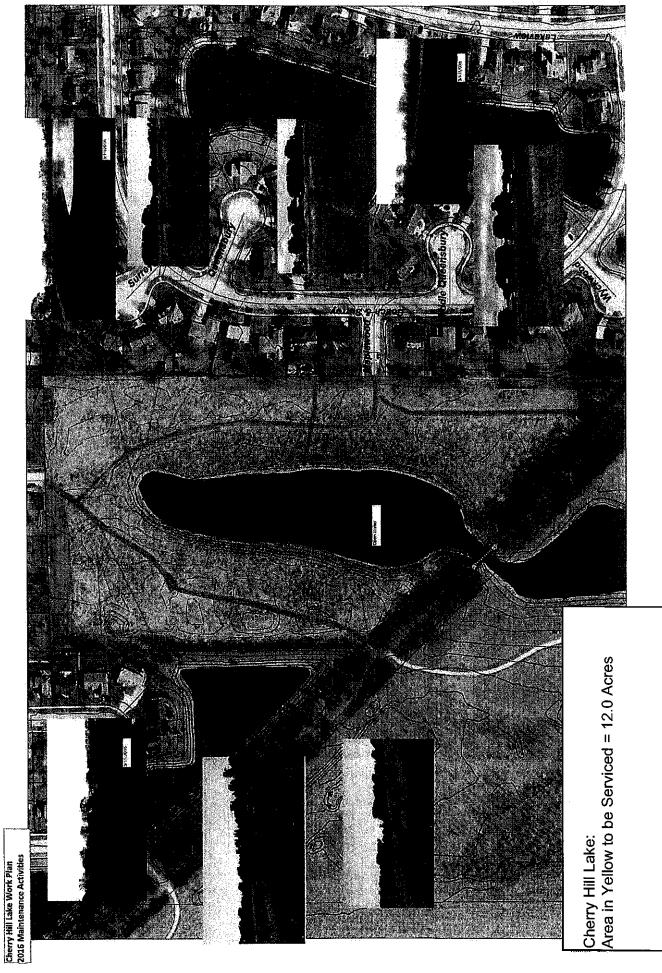
ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

APPENDIX A



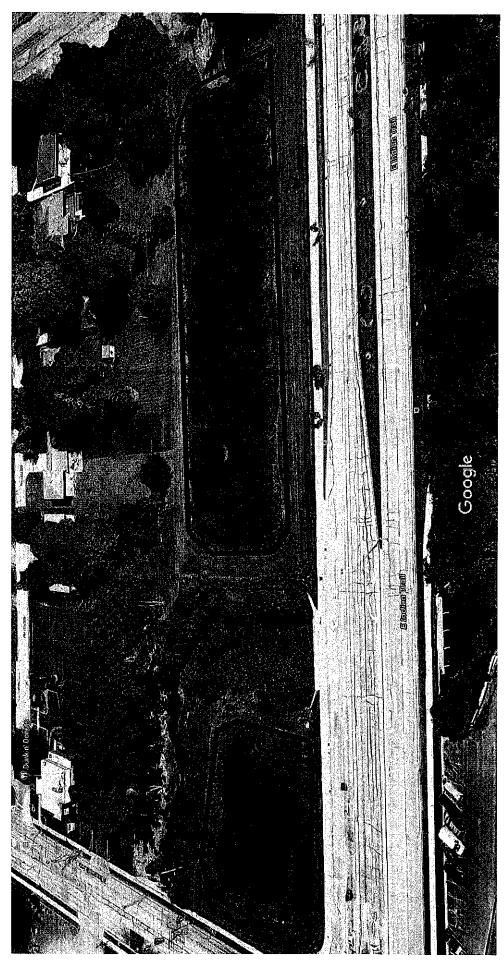




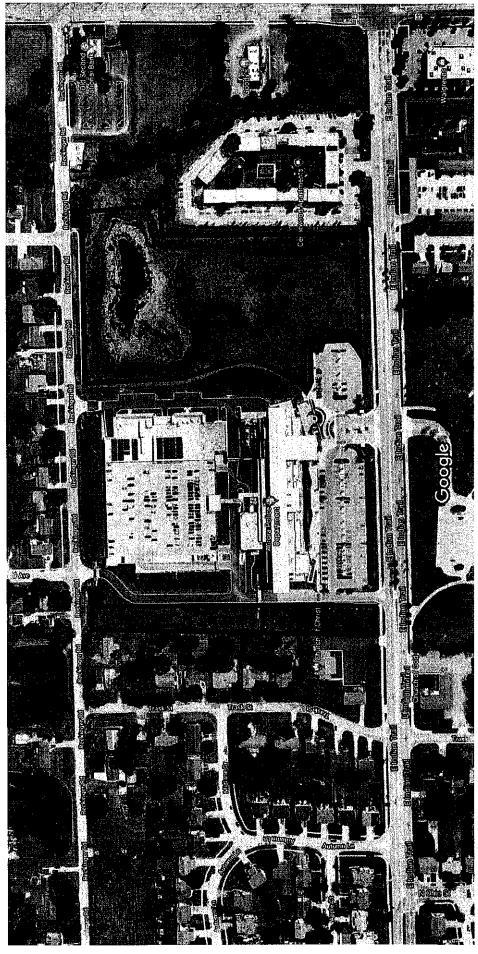
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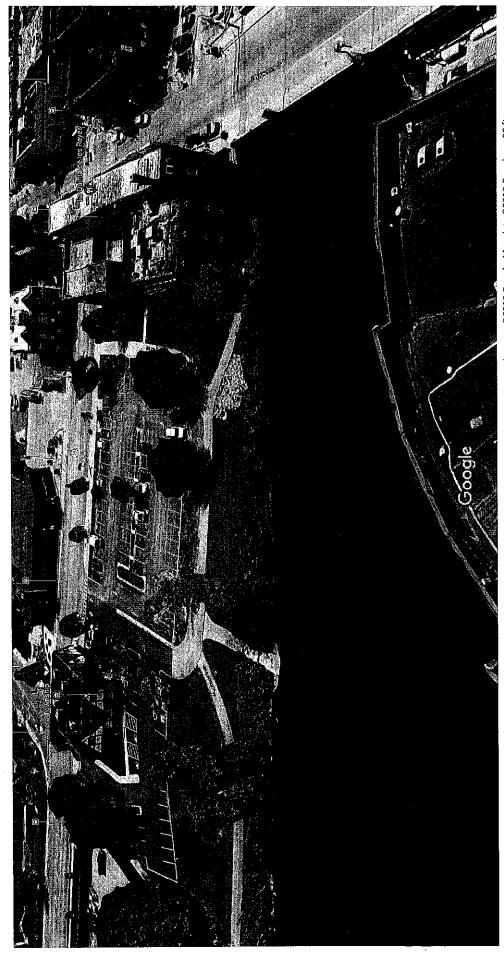
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Request for Bids (RFB) - Native Plantings Landscaping Maintenance (Bid 18-24)

ADDENDUM NO. 1

Page 1 of 1

TO:

All Bidders

FROM:

Engineering Division, City of Aurora

DATE:

March 23, 2018

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

- 1. A bid bond is not required for this project.
- 2. The above referenced RFB errantly included requirements related to Apprenticeship Training and prevailing wages. As this contract is for maintenance, these items are not required, should not have been included with this solicitation, and can be disregarded.
- 3. Special Provision SP 14 and the correlating line item within the Schedule of Prices in the above referenced RFB titled "SELECTIVE HERBICIDE", should be replaced with the following:

SP 14-SEEDING

Seeding will be on an as needed basis only and should be completed by professionals experienced in native plant identification and maintenance. As such, the revised Schedule of Prices includes the request for a unit price per acre for seeding, which will apply to any of the locations identified in this RFB. Note that the awarded Contractor would only be asked to provide seeding in conjunction with an existing scheduled visit, which will eliminate mobilization and associated costs from the unit price for SEEDING.

Low Profile Prairie (or similar) Seeding: All work, materials and equipment shall conform to Section 250 and I 081 of the Standard Specifications except as modified. The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 250 miles from the site. Fertilizer is not required.

Basis of Payment: This work shall be measured and paid for at the contract unit price per acre for SEEDING. The price shall include all necessary labor, materials, and equipment necessary to performed the work as described herein.

4. Special Provision SP 15, titled "SELECTIVE CUTTING (WEED CONTROL, HAND REMOVAL)", should be renamed "SELECTIVE CUTTING (WEED CONTROL)" to reflect the following revision to the Description and scope of work:

Description: The work will consist of cutting of non-native annual plants for the purpose of noxious weed management. Tool cutting (brush saw, etc.) of Cattails (Typha sp.) at locations within the existing detention basin including the newly created channels and open water pond is required. This work will be performed in a wetland environment and dewatering of the work area is not required for removal.

5. Special Provision SP 16 states that "All material shall be brought to the spray area in the original unopened containers supplied by the manufacturer." To clarify, the containers must arrive unopened on the **first** day of a requested site treatment. If treatment at a given site takes more than

one day to complete, the Contractor may return after the first day (within 1 week) and continue to utilize the same container. The correlating line item within the Schedule of Prices for SP 16 is "Herbicide".

- 6. The words "Plateau or equal" contained in Special Provision SP 17 should be replaced with "above specified herbicide".
- 7. The City acknowledges that the unit price per acre to perform any service would fluctuate considerably between sites with the size range of those requested in this RFB. Therefore, the Schedule of Prices has been revised to request lump sum costs for each task at each location. Unit prices for each service are still requested, but will be used solely for increases or decreases in scope and to the lump sum cost of a given service. As a result, mobilization and associated costs are applicable only to the lump sum prices requested and can be excluded from the supplemental unit rates requested.
- 8. The City is not expert in which services are applicable to each site. Therefore, the statement "Note that those areas shaded in represent service/location combinations not anticipated and therefore not included in the total cost tabulation" contained in the Schedule of Prices has been deleted and none of the boxes now requesting lump sum prices within the revised Schedule of Prices are shaded, with the exception of those associated with SEEDING (see item 2 of this Addendum). The revised Schedule of Prices requests a lump sum cost for each service (except seeding) at the applicable areas of each location. If the respondent determines that a particular service is not applicable to a given site, "N/A" may be denoted.
- 9. As stated in the RFB, the final scope and frequency of services to be performed will be determined at the pre-work meeting and will be based on the recommendations of the Contractor, City Budget, and current site conditions. Therefore, subtotal and total costs are no longer requested in the revised Schedule of Prices included with this Addendum. Selection and contract award will be based on a comprehensive evaluation of the bid packages submitted, including past performance on City projects, references, and lump sum and unit prices presented.
- 10. A reference form has been included with this Addendum and should be included with bid submittal

Sincerely,

Ian Wade, P.E.

L Wh

City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT iwade@aurora-il.org IMMEDIATELY UPON RECIEPT.

COMPANY NAME Cardno, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE

REVISED SCHEDULE OF PRICES

I/We hereby agree to furnish to the CITY all necessary materials, equipment, labor, etc. to complete the **NATIVE PLANTINGS LANDSCAPING MAINTENANCE** in accordance with provisions, instructions, and specifications of the CITY for the prices as follows:

	Unit Cost (per acre)	\$70.00	\$300.00	\$160.00	130.00	\$48.00	\$285.00
Locations	Approx. Area (acre)	Seeding	Selective Cutting	Herbicide	Wetland Herbicide	Mowing	Burn
Cherry Hill Lake	12.0	\$8,840	\$860	\$2,235	\$250	\$1,135	\$4,115
Greenfield Lake	2.0	\$1,500	\$325	\$2,335	\$250	\$1,135	\$4,115
Orchard Lake N	8.4	\$6,100	\$815	\$460	\$925	\$815	\$4,115
Orchard Lake S	2.0	\$1,500	\$325	\$225	\$185	\$300	\$1,350
Kautz and Montgomery	2.7	\$1,900	\$665	\$360	\$230	\$290	\$1,550
SEC Orchard and Galena	3.5	\$2,515	\$560	\$275	\$360	\$350	\$1,700
Aurora PD	10.1	\$7,350	\$600	\$1,200	\$350	\$1,100	\$4,115
Indian Trail and Farnsworth	1.3	\$465	\$320	\$265	\$1,100	\$230	\$815
Riverwalk and NY	0.5	\$525	\$425	\$265	\$200	\$230	\$800

Selection and contract award will be based on a comprehensive evaluation of the bid packages submitted, including past performance on City projects, references, and lump sum and unit prices presented.



March 30, 2018

Cardno

6605 Steger Road Monee, IL 60449 USA

Phone: +1 708 534 3450 Fax: +1 708 534 3480

www.cardno.com

City of Aurora 44 East Downer Place Aurora, IL 60507

Native Plantings Landscaping Maintenance Pricing Assumptions

To Whom it may concern,

Cardno, Inc. is pleased to provide this proposal for Native Landscaping Maintenance at multiple locations within the City of Aurora. Below please find a short list of assumptions associated with the estimates we have provided.

- As requested in the RFP, Cardno's per-acre estimates for each specified task do not include travel or equipment costs. These cost estimates are solely for the labor necessary to complete each task.
- The lump sum prices for each site task are based on the maps provided within the RFP. Wetland and non-selective herbicide numbers were estimated based on aerial imagery of each site.
- All herbicide cost estimates provided in this bid are based on one (1) site visit for the year. Once the
 contract is awarded and the project team meeting is held, the necessary number of herbicide applications
 can be determined for each site and these estimates will fluctuate accordingly.
- All seeding cost estimates for each site are based on the total site acreage. If a smaller area is determined
 to be the only location that requires seeding, these numbers will be reduced.
- A generic estimate for a seed mix was also used for all seeding estimates. Once a specific seed mix is decided upon, the seeding estimates will be adjusted to reflect these changes.

Thank you for this opportunity. Cardno looks forward to working with the City of Aurora in an effort to improve the native landcsapes found throughout the city.

Sincerely,

Chip Taylor Staff Scientist for Cardno

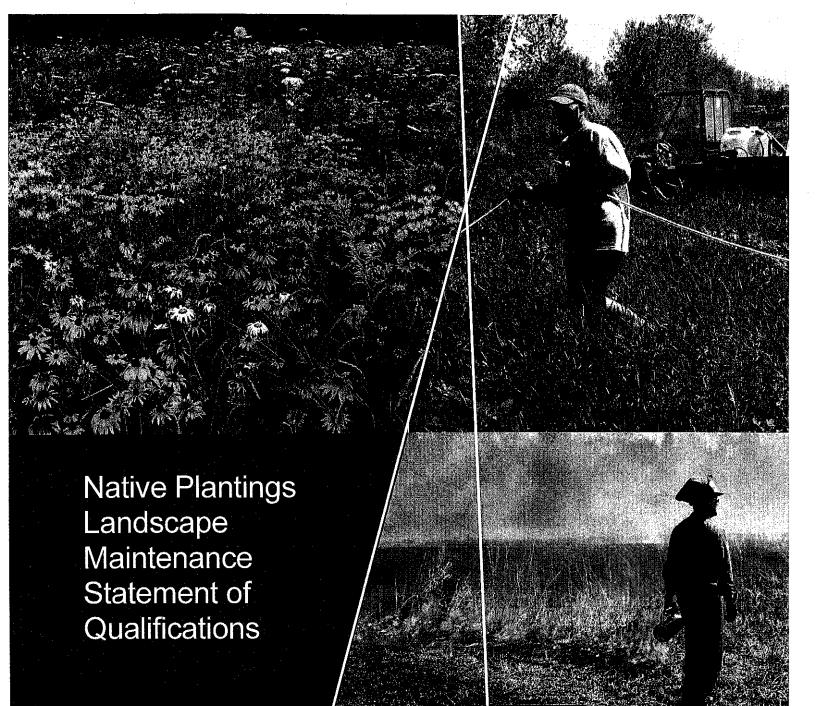
ABTAYLOTE

Direct Line +1 708-534-3450 Email: Chip.Taylor@cardno.com

REFERENCES

	Chicago Park District epartment of Cultural and Natural Resources 541 North Fairbanks Ct., 6th Floor hicago, IL 60611						
	hicago, IL 60611						
City, State, Zip Cl							
Phone Number 31	2-907-2675						
Contact PersonJa	ason Steger						
Date of ProjectM	lay 2016-May 2018						
,	********						
Organization Fr	ankfort Square Park District						
Address 75	540 W. Braemar Lane						
City, State, Zip Fr	ankfort Square Park District						
Phone Number 81	815-469-3524 x 312						
Contact Person Ec	Ed Reidy						
Date of Project Ap	April 2016-current						

Organization	Park District of Highland Park						
Address	636 Ridge Rd.						
City, State, Zip	Highland Park, IL 60035						
Phone Number8	347.681.2189						
Contact PersonR	Rebecca Grill						
	009 - 2016						
********	************************						
Bidder's Name	Cardno, Inc.						
Signature & Date	3292018						
Date of Project	009 - 2016 ************************************						



Prepared for City of Aurora

Prepared by Cardno, Inc. 6605 W. Steger Road Suite A, Monee, IL 60449 608 509 2912 www.cardno.com

April 2, 2018



Table of Contents

About Cardno		1600-60 (1946) \$4 () 360-61 (40) (1966) \$				1577/450	30.25.15.1
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Appendices

Appendix A Project Manager Resume Team Pesticide Licenses Burn Certifications

NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



About Cardno

Founded in 1945, Cardno is one of the largest full-service civil and environmental firms in the United States. Cardno has provided innovative and sustainable solutions to challenging environmental issues in the Midwest for decades. Our multidisciplinary teams of professionals provide a full range of ecological consulting and restoration services, with expertise in watershed planning, stream and ecosystem restoration, mitigation design, full wetland services, endangered species consulting, designing natural systems for stormwater/ wastewater, archaeology, and green infrastructure, as well as regulatory permitting and compliance. The Cardno Native Plant Nursery provides more than 350 species of native plants and seed as well as bioengineering materials. In addition, the Nursery creates customized restoration, mitigation, and native landscape products for projects throughout the Midwest.

Financial Stability

Cardno is financially sound and a strong company with sufficient capital resources for normal ongoing operations. We have the ability to remain in business in the long run without incurring significant amount of losses in the process of doing business. In Fiscal Year (FY) 2017, Cardno's Gross Annual Sales Record \$395,675,000. A copy of our most recent Fiscal Year (FY) Financial Statements may be provided upon request.

Ecological Restoration Qualifications

Cardno is a respected leader in the field of ecological restoration. We have provided comprehensive ecological services to successfully restore habitat and ecosystem functionality for thousands of projects, including the development and implementation of large, complex, multi-million dollar restoration projects.

Cardno's restoration field team are certified by the Illinois Department of Agriculture in commercial pesticide application. We currently have more than a dozen staff members licensed by the state of Illinois. Extensive training and experience in identification and mapping of invasive species enables the team to work in a highly efficient manner. Our methods may include restoration mowing, spot and boom spray type herbicide application, and woody species removal. Woody species removal may include cut and treat, boom spray type foliar herbicide (where conditions allow), spot foliar application, basal bark herbicide application, mechanical removal (Fecon), and potentially prescribed fire where conditions allow.

Cardno has successfully completed a number of vegetation management projects throughout the state of Illinois. Highlights include:

- Cardno currently holds a 5-year contract for the management of natural areas for the Chicago
 Park District (CPD). Cardno's services include vegetation management, native planting and
 seeding, prescribed burn management; ecological consulting, community outreach and volunteer
 stewardship coordination. In addition, the Cardno Native Plant Nursery provided over 6,400
 pounds of native seed and 160,000 plants to be installed on the various park lands.
- Cardno completed a wetland restoration project and then provided 5 years of follow up treatment
 of invasive species, monitoring of hydrology, and overall vegetative cover for the Park District of
 Highland Park.
- Cardno conducted invasive species management stewardship for a number of parks that are
 governed by the Frankfort Square Park District in Will County in 2017. Cardno's services focused
 on reducing large invasive species populations occurring at the select parks. Cardno used a



NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



- combination of herbicides and methods to control these invasive species, including cut-stump, foliar spray, handwicking, mowing, and brushcutting.
- Cardno designed and oversaw implementation of a master plan for the Crystal Creek Prairie Park (formerly Weber Prairie Park), in order to fulfill mitigation requirements associated with two proposed residential developments. Cardno assisted with the permitting process, oversaw construction, and provided and installed native plant materials. Cardno is currently providing annual maintenance of the wetland and prairie areas, including mowing of the native areas, herbicide applications, and conducting controlled management burns over approximately 12 acres.

Wetland and Prairie Restoration

Cardno has extensive experience producing and installing plantings that range from immediate growth and results to those that take a longer time than average lead time to grow and/or procure. Cardno also has experience producing and installing plantings that take two to three full growing seasons to reach maturity; with some species not appearing until after five years or more. We also have experience with long-term projects that require staggered installation over several years, planting early successional species first to develop a stable native matrix, and then adding species that are more conservative in later years.

Cardno has particularly extensive experience in the areas of wetland and prairie restoration throughout the Midwest. The Cardno team has been responsible for aspects of restoration projects including design, permitting, bid administration, construction oversight, materials provision, implementation, maintenance, and compliance monitoring. Adaptive management is a core component for all Cardno restoration projects. Each site presents its own set of challenges, thus having a robust yet flexible management plan is essential for project success.

Prescribed Burns

The Cardno project team has successfully completed over 250 prescribed burns over the past 15 years. Cardno prides itself on a solid history of safely conducting prescribed burns on a variety of challenging sites. The team's prescribed burns experience includes foredune, tallgrass prairie, oak savanna, oak woodland and oak forest habitats located across several Midwestern states, including Illinois, Wisconsin, Indiana, Ohio, Michigan, Nebraska, and Kansas. Recent highlights of our Illinois Team's experience includes the completion of more than 20 prescribed burns for the Chicago Park District in 2017 and a prescribed burn on 75+ acres of actively managed woodlands surrounding Oakton Community College in Des Plaines, IL.

In addition to having experience conducting burns in complex environmental conditions, Cardno has successfully conducted a large number of burns within the "urban interface" where public relations and smoke management are just as important as conducting the burn in a technical manner. The majority of sites have included parkland and nature preserves that are open to the public and located in the urban interface adjacent to subdivisions, roads, railroads, and utility corridors (power lines and pipelines).

Restoration Equipment

Cardno owns and operates all the equipment necessary to perform native vegetation management. Cardno utilizes ATV mounted spray rigs, boats with spray rigs, Marshmaster, Argos, backpack sprayers, hand sprayers, hand wicking applicators and other tools used for pulling and digging. MSDS documents



NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



are kept with all spray gear and herbicides and all safety protocol is followed that is stated on the MSDS document. Generally the herbicides require long sleeve shirts, safety glasses, safety gloves, long pants, and appropriate shoes. A spill kit containing absorbent material for spills, soap, bags, paper towels, measuring cups, etc. is required for any herbicide work.

Cardno is fully equipped to implement prescribed burns, whether it is using fire to maintain a prairie or for burning woody invasive plant material on raised platforms to protect the soil. Nomex fire proof clothing is used on all prescribed fire work. Fire starting techniques such as the use of propane torches and drip torches are commonly and responsibly used on brush pile removal projects. A spill kit containing absorbent material for spills, soap, bags, paper towels, measuring cups, etc. is required for any herbicide work or when refueling is necessary.

Relevant Project Experience



Oakton Community College, Des Plaines, IL, 2018-Present

Cardno is currently providing ecological restoration services across 80+ acres of woodlands surrounding the Des Plaines, IL campus of Oakton Community College. The project includes conducting woody clearing, including the removal of over 400 large caliper trees, invasive species management throughout the entirety of the project area, the creation and maintenance of a new native prairie installation surrounding a pond located on the site, and prescribed burning activities, including conducting two

years' worth of Prescribed Burns on 75+ acres of actively managed woodlands surrounding their campus in Des Plaines, IL. These wooded areas consist of Northern Flatwoods Forest, Mesic Upland Forest, and Floodplain Forest communities. The purpose of this ongoing project is to improve habitat diversity, to improve the overall health and composition of the existing native vegetation, and to aid in the efficacy of land management on this property.

Oak Meadows Golf Course Restoration, DuPage County, IL., 2015-Present

Cardno is providing restoration services as part of a flood control project, led by Martam Construction, at the almost century-old Oak Meadows Golf Course for the Forest Preserve District of DuPage County. Flooding has repeatedly damaged the existing golf course. Reducing the course's holes from 27 to 18 will help restore Salt Creek where hydrology, reintroduced to the adjacent areas, will create 24.6 acres of new wetland, 107 acres of new natural area restoration, and an additional 35 acre-feet of floodplain storage.

Cardno's services include installing 327,000 square yards of erosion control blanket, 392,000 wetland plantings, 115 acres of native seeding, and five years of ecological maintenance and monitoring. This project has required longer-than-average lead times for plant growth since plant genotypes are required to be within 100 miles and in large quantities.





NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



The project will help manage flood control for the area, creating a natural preserve with bike and walking trails within the new flood resistant golf course, enhancing water quality and ecology along the Salt Creek.

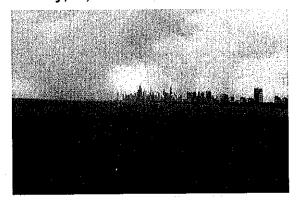
Frankfort Square Park District Invasive Species Stewardship, Will County, IL, 2017

Cardno was contracted by the Frankfort Square Park District to conduct invasive species management stewardship for a number of parks that are governed by the Park District. Cardno's services focused on reducing large invasive species populations occurring at the select parks. Work was conducted 2-3 days a week from the months of April to November. Invasive species controlled included: sandbar willow (Salix interior), reed canary grass (Phalaris arundinacea), curly dock (Rumex crispus), Canada thistle (Cirsium arvense), purple loosestrife (Lythrum salicaria), cattails (Typha spp.), and common reed (Phragmites australis).

Cardno worked with the Park District to set priority levels for all parks and the invasive species that needed to be controlled. Areas highly visible to the public or reported to the Park District were set as a high priority. Parks containing invasive species that were close to seeding out were deemed a medium priority. Parks with invasive species populations that weren't visible to the public or not in an immediate threat of spreading were considered low priority.

Cardno used a combination of herbicides and methods to control these invasive species based on recommended application treatments. Methods used include cut-stump, foliar spray, handwicking, mowing, and brushcutting.

Chicago Park District Natural Area Restoration and Stewardship Services, Cook County, IL., 2016-Present



Cardno is providing management of natural areas for the Chicago Park District (CPD) as part of a 5-year contract. The CPD is the largest municipal park manager in the United States and owner of more than 8,100 acres of green space. Cardno's services include vegetation management; hardscape elements and repair; and landscape waste disposal. Nature garden services include ongoing maintenance; spring cleanup activities; planting beds, trees, shrubs; and winterization services. Additional maintenance services include prescribed burn management; ecological restoration and consulting; and community

outreach and volunteer stewardship coordination. Cardno is also working closely with CPD on the maintenance, restoration and incorporation of over 300 acres of new natural areas within the greater natural areas program. In 2017, Cardno Native Plant Nursery provided over 6,400 pounds of native seed and 160,000 plants to be installed on the various park lands.



NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



Skokie River Woods Wetland, Highland Park, IL, 2009-2016

The project involved obtaining permitting and final performance approval from applicable regulatory agencies, excavation and disposal of fill materials from the floodplain, clearing of woody debris and invasive species, removal of a small dam, installation of a new water control structure, reintroduction of plant materials to wetland areas and follow up treatment of invasive species and monitoring of hydrology and overall vegetative cover for a period of five years.



Prior to our restoration work, the Skokie River Woods project area consisted of approximately 20.25 acres

of degraded wetland (emergent marsh, remnant sedge meadow, and wet prairie) and disturbed oak woodland. The wetland area includes emergent marsh and wooded wetland. The wetland is a high quality aquatic resource based on the floristic quality assessment. The upland woods canopy is dominated by oak and hickory, but the understory is overgrown with non-native and invasive buckthorn and honeysuckle.

The purpose of the project was to improve overall ecological value of the site, located in the historic floodplain of the North Branch of the Chicago River, through wetland restoration, wetland enhancement, and restoration of a 50-foot wide upland buffer. Wetland restoration along the eastern property line of Skokie River Woods was accomplished through excavation of existing fills to expose historic hydric soils. The excavated areas were revegetated with a wet meadow mix, and the side slopes were planted with a mesic prairie mix.

Wetland restoration near the south end of Skokie River Woods was accomplished by removing the existing dam and installing a new adjustable water level control structure at the southernmost limits of hydric soils. Minor regrading around the old dam or proposed water level control structure was also necessary in this area to address erosion. The restored wetland and surrounding woodland buffer were planted with appropriate native vegetation. Small areas of wetland restoration along drainageways within Skokie River Woods were accomplished via minor regrading to address erosion and promote expanded wetland hydrology and then planted with wet meadow mix.

The Skokie River Woods Wetland Restoration project was awarded the Best Management Practices Project of the Year by the Lake County Stormwater Management Commission.

Team Qualifications

Staff Scientist Chip Taylor will serve as Project Manager, functioning as the primary point of contact with the City. Chip generates pricing for proposals and bids and manages multiple restoration projects. Chip also supervises and implements field work for ecological restoration projects at Cardno. Restoration work has included invasive species control, native plant installation, erosion control, construction oversight, stream restoration, prescribed fire, and construction monitoring inspections. Chip routinely supervises crews, organizes and maintains equipment and drafts various reports and documentation pertaining to field work operations. He is also experienced in permitting, construction monitoring, and field activities associated with environmental oversight of utility projects, as well as conducting wetland delineations and



NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



plant and wildlife surveys. Chip has also conducted multiple endangered insect species surveys. Chip's resume can be found in Appendix A.

Cardno field staff members are trained and experienced in a variety of disciplines, as outlined in our team's qualifications above. In addition to holding Illinois Commercial Pesticide Applicator Licenses, many of our team members also hold certifications from Chicago Wilderness for Midwest Ecological Prescription Burn Crew Training, and have completed an annual Chainsaw Training Course from the National Wildfire Coordinating Group. In addition, all team members are certified in First Aid and CPR. Many of our team members also have various OSHA certifications, including 40- and 24-Hour HAZWOPER. Appendix A contains copies of our Team's Illinois pesticide license and burn certifications.

Our Team's qualifications are provided in Table 1.

Table 1 Team Qualifications Overview

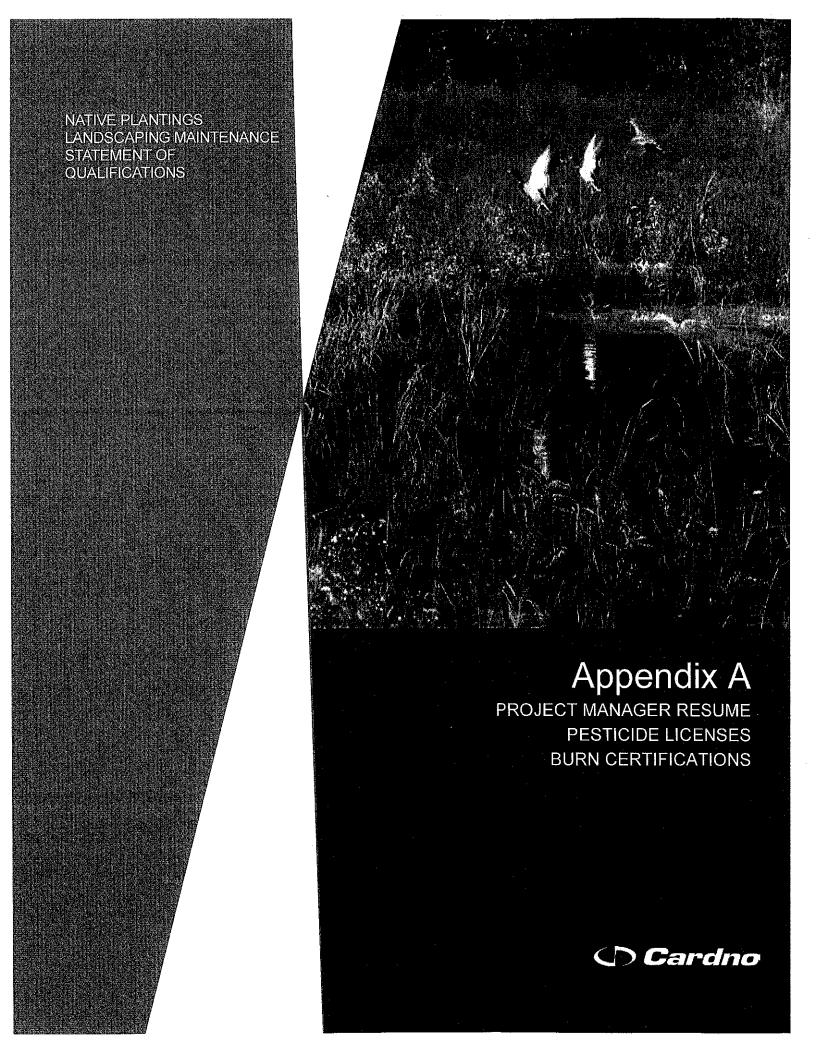
Table 1. Team Qual	ifications Overview	
Team Member/ Role on Project	Educational Background and Years of Professional Experience	Certifications, Licenses and Training
Chip Taylor, Project Manager, Crew Leader	BA, Entomology and Natural Resources, University of Wisconsin-Madison Five (5) years of experience Project experience highlights: Clinton River Invasive Species Control WisDOT Invasive Species Control UW Madison Arboretum Prairie and Oak Savanna Restoration	 Commercial Pesticide Applicator License: Illinois, Wisconsin and Minnesota Annual Chainsaw Training Course, National Wildfire Coordinating Group OSHA 40-hour HAZWOPER certification National Green Infrastructure Certification, NGICP Certification Council Basic Wetland Delineation Training, UW Introductory NHI Training, WDNR Karner Blue Butterfly Habitat Conservation Plan Monitoring Training, WDNR First Aid and CPR certification
Eric Anderson, Burn Boss	 MA, Geography, Western Illinois University BA, Geology, Augustana College Project experience highlights: Chicago Park District Natural Area Restoration Oakton Community College Prescribed Burn Mokena Crystal Creek Prescribed Burn 	 Certified Prescribed Burn Manager, Illinois National Wildfire Coordinating Group Training: S-130, S-134, S-190, S-212, S-230, S-234, I100, L180 Illinois Licensed Commercial Pesticide Applicator: Aquatics, Forestry, Rights-of-Way USDA-NRCS Technical Service Provider, Illinois and Iowa 40-Hour HAZWOPER certification 32-Hour training on chainsaw safety and safe methods for felling trees

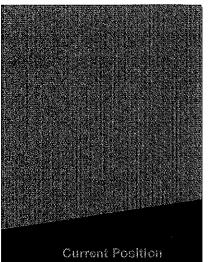


NATIVE PLANTINGS LANDSCAPING MAINTENANCE STATEMENT OF QUALIFICATIONS



Team Member/ Role on Project	Educational Background and Years of Professional Experience	Certifications, Licenses and Training
Brian Glaves, Field Crew Member, Burn Crew Member	 MS, Biogeography, Northern Illinois University BS, Natural Environmental Systems, Northern Illinois University 10 years of experience Project experience highlights: Chicago Park District Natural Area Restoration Oak Meadows Restoration Gibson Woods Nature Preserve Woody Clearing 	 Commercial Pesticide Applicator License: Illinois, Indiana, Missouri, and Wisconsin Midwest Ecological Prescription Burn Crew Member Training Class certification, Chicago Wilderness Annual Chainsaw Training Course, National Wildfire Coordinating Group OSHA 24-Hour HAZWOPER certification First Aid and CPR certification
Sarah Bail, Field Crew Member, Burn Crew Member	> BS, Biology - ecology and conservation specialization, minor in biology and environmental policy, Bowling Green State University > One (1) year of experience > Project experience highlights:	Commercial Pesticide Applicator License: Illinois Midwest Ecological Prescription Burn Crew Member Training Class certification, Chicago Wilderness Annual Chainsaw Training Course, National Wildfire Coordinating Group 40-Hour HAZWOPER certification First Aid and CPR certification
Victor Yelaska, Field Technician, Burn Crew Member	 > AA, Biology, Joliet College > Six (6) years of experience > Project experience highlights: Forest Preserve District of Will County, IL Invasive Species Control at High-Quality Natural Areas Forest Preserve District of Cook County, IL Vegetative Management Forest Preserve District of Cook County Prescribed Burn 	 Commercial Pesticide Applicator License: Illinois, Indiana, and Wisconsin Midwest Ecological Prescription Burn Crew Training Class Certification, Chicago Wilderness Annual Chainsaw Training Course, National Wildfire Coordinating Group OSHA 40-Hour HAZWOPER certification OSHA 8-Hour HAZWOPER refresher OSHA 30-Hour Construction certification Wetland Flora Training Course, Institute of Botanical Training Workshop First Aid and CPR certification
Josh Kemp, Field Technician	 > Three (3) years of experience > Project experience highlights: Chicago Park District Natural Area Restoration and Stewardship Services East Branch Grand Calumet 	 Commercial Pesticide Applicator License: Illinois, Indiana, and Wisconsin Annual Chainsaw Training Course, National Wildfire Coordinating Group First Aid and CPR certification





Staff Scientist

Discipline Areas

- Wetland and waterway surveys
- Endangered insect/ species surveys
- Project management
- Ecological assessments
- Environmental monitoring
- Permitting
- Construction oversight
- Ecological restoration and management
- Erosion control techniques
- Invasive species control
- Native plant installation
- **GIS**

Years' Experience

Joined Cardno 2012

Education

> BA, Entomology and Natural Resources, University of Wisconsin-Madison, 2011



Chip Taylor

Summary of Experience

As a Staff Scientist, Chip is responsible for permitting, construction monitoring, and field activities associated with environmental oversight of utility (oil, gas, electric, transportation) projects, as well as conducting wetland delineations and plant and wildlife surveys. He has conducted multiple endangered insect species surveys, including phase one and two Right-of-Way surveys for the Karner Blue Butterfly. Chip also generates pricing for proposals and bids and manages multiple restoration projects. Chip also supervises and implements field work for ecological restoration projects at Cardno. Restoration work has included invasive species control, native plant installation, erosion control, construction oversight, stream restoration, prescribed fire, and construction monitoring inspections. Chip routinely supervises crews, organizes and maintains equipment and drafts various reports and documentation pertaining to field work operations.

Significant Projects

The Nature Conservancy, Mink River and Dunes Lake Invasive Cattail Treatments, Wisconsin. Cardno was hired by The Nature Conservancy to treat invasive cattail species in two sensitive habitat locations in Door County totaling over 130 acres. All populations found were to be treated and eradicated. Cardno field crews used different methods of application to treat the invasive cattails, such as backpack sprayers and boats, due to the location of these invasive populations and the sensitive nature of the habitat involved. Chip assisted with the pricing and overall bid preparation of the project served as the project manager upon contract award. Chip also led the field crews during all of the herbicide application site visits.

The Nature Conservancy, Kangaroo Lake Preserve (Piel Creek) Invasive Species Treatments, Wisconsin. Cardno was hired by The Nature Conservancy to locate and treat a number of different invasive plant species throughout the entire Kangaroo Lake Preserve. Areas of this site are considered ideal Hine's Emerald Dragonfly (Somatochlora hineana) habitat and treatments have to be adjusted to preserve these locations. Chip assisted with the pricing and overall bid preparation of the project served as the project manager upon contract award. He also leads field crews on multiple site visits to locate and treat all invasive populations with the project boundary.

Sheboygan Area of Concern (AOC) Invasive Species Control, Wisconsin. The Sheboygan River AOC encompasses the lower 14 miles of the Sheboygan River downstream from the Sheboygan Falls Dam to the mouth of the Sheboygan Harbor at Lake Michigan. The goal of the project is to restore a diverse native plant community in the targeted areas that will provide habitat to a range of fish and wildlife species. Cardno was contracted by the Wisconsin DNR to implement this invasive plant control project over a period of four years. The project includes physical, chemical and manual control of the four species along with monitoring and tracking of success over the life of the project. The project also included development and implementation of a Quality Assurance Plan (QAP). The project area includes several threatened and endangered plant species; all of which were



Chip Taylor

accounted for in the QAP. As a field crew member, Chip was responsible for eradicating invasive species within the project area.

American Transmission Company New Office Building - Landscape Design, Wisconsin. Cardno was contracted to develop landscape plans for ATC's new LEED registered building in Pewaukee, incorporating native plants capable of little to no irrigation, tolerant of drought, and appropriate for soils present on the site. Cardno developed a plan that incorporated native plants within ornamental areas of the site, near building entrances, along parking and walkways and installed a five-acre prairie with native vegetation. Long-term management of the site has also been crucial to controlling invasive species and allowing for establishment of the native communities on-site. As field supervisor, Chip was responsible for supervising, coordinating, scheduling and performing invasive species control field work.

American Transmission Company, Native Plant Seeding, Wisconsin. Cardno was contracted to design and install a turf-to-prairie conversion on transmission company property in eastern Dane County, Wisconsin. Our team designed a species mix that emphasized showy plants throughout the year. Site preparation and installation of the seed mix was facilitated by proactive education of employees and ownership in the project. The prairie continues to be maintained by cutting and mowing annual weeds and through minimal herbicide applications on perennial weeds. As an assistant field supervisor, Chip conducted invasive species management, planting, designing of seed mixes, and subsequent maintenance.

Ho-Chunk Nation: Clark and Shawano County Invasive Species Control, Wisconsin. Cardno was hired to complete an invasive plant control project on high-quality natural areas on Ho-Chunk properties. Using GPS data and invasive species inventory and prioritization produced by Cardno for these parcels in 2013, field crews located, treated and mapped populations of selected herbaceous and woody non-native invasive species. As a field crew member, Chip conducted the original invasive species surveys in 2013 and he also assisted with the treatment of invasive species on multiple sites within this project in 2015.

American Transmission Company, X7 Slope Stabilization, Wisconsin. Cardno was contracted by American Transmission Company to assist in a stabilization need following routine vegetation maintenance along a steep slope near the Rock River in Janesville, Wisconsin. As field supervisor, Chip worked with other field technicians to identify stabilization needs onsite and ensure proper installation of native seed and erosion control blanketing.

Wisconsin Department of Transportation Invasive Species Control, Wisconsin. As part of a master contract, Cardno performed invasive species control on Wisconsin Department of Transportation (DOT) properties. The sites included highway rights-of-way and mitigation sites. As a project manager for a number of sites, Chip scheduled site visits and made sure that all contract guidelines were met. As field supervisor, Chip was responsible for supervising, coordinating, scheduling and performing invasive species control field work and prescribed fire on numerous Wisconsin DOT sites across Wisconsin totaling 1500 acres.



Chip Taylor

City of Middleton Ecological Assessments and Natural Area Management, Wisconsin. The City of Middleton had identified a need to control invasive species at several natural resource areas within the city's jurisdiction. Cardno was retained to conduct ecological assessments and studies to determine the extent that nonnative species had invaded a specific area and conduct appropriate invasive species management, based on management goals and plans created for each site. As field supervisor, Chip was responsible for fieldwork and oversight on numerous Conservancy Land sites throughout Middleton. His work primarily involved invasive species control, and supplemental seeding and planting on Conservancy Land throughout a variety of habitat types.

Infiltration Basin Repair, Wisconsin. The Wisconsin Department of Military Affairs retained Cardno to design and install a native forb and grass landscape to revegetate the failed bioswale plantings at Camp Williams, a military facility at Camp Douglas, Wisconsin. To help ensure the site achieves long-term success, Cardno is providing on-going maintenance activities to suppress invasive species so that the native vegetation can become established. Chip was a field crew member.

Bruemmerville Dam Removal, Wisconsin. Cardno was hired to provide streambank and floodplain restoration following removal of a dam on a small Lake Michigan tributary in Northeast Wisconsin. Project work included 1,600 linear feet of fabric-encapsulated soil lifts, native tree planting, seeding and erosion control. Intent of the project was to re-establish fish passage and restore ecological integrity and functionality of the stream. Chip was a field crew member.

City of Madison, Wisconsin - Wingra Creek Phase II, Wisconsin. Cardno was contracted to conduct maintenance activities on the streambank restoration between Park Street and Fish Hatchery Road along Wingra Creek. Maintenance work primarily consisted of spot-herbicide application and mechanical control of invasive species, re-seeding and installation of native plant plugs when budget allows. Chip was a field supervisor responsible for field work and project oversight.

American Transmission Company, Superior Coastal Plain Boreal Forest Restoration, Wisconsin. Cardno completed mitigation design for a 140-acre site designed to compensate for impacts to a new transmission line corridor. The project is consistent with the State Wildlife Action Plan and includes restoration of historical boreal forest wetland communities and associated uplands within the Pokegama-Carnegie State Natural Area. The project's intent is to set in place a vegetation succession strategy that, within 10 years, will result in a positive trajectory of boreal forest tree species on the site. Restoration activities occurred the first 4 years of the project, while monitoring will continue through year 10. Starting in 2012, Chip served as field supervisor, supervising and performing field work for the site restoration. This work has included tree planting and invasive control field work throughout the site.

CLR I-69 Wetland and Stream Restoration, Indiana. CLR Construction retained Cardno to conduct restoration and site stabilization work at 26 sites along the I-69 construction corridor, in Gibson, Daviess, Greene, Morgan, Monroe, and Pike counties. Cardno prepared and installed native seed across 1,600 acres. Across the 1,600 acres, Cardno has provided and installed over 575,000 bare root tree and shrub seedlings, over 90,000 3-gallon container tree seedlings, and 76,000



Chip Taylor

live willow and cottonwood stakes. Furthermore, we have installed over 85,000 square yards of erosion control blanket. Chip was a field crew supervisor for the installation of thousands of 3-gallon container trees.

UW Madison Arboretum Prairie and Oak Savanna Restoration, Wisconsin. Cardno was hired by the University of Wisconsin – Madison to complete an upland restoration project across 72 acres at the University's Arboretum property focused on re-establishing vegetative structure to overgrown savanna and dry prairie habitat mosaic. Work includes removal and control of invasive native and nonnative woody and herbaceous species utilizing such techniques as forestry mowing, hand cutting with brushcutters and chainsaws, canopy tree removal, herbicide spot- treatments including foliar and basal bark applications. Chip assisted with winter forestry mowing within the Arboretum, and he also aided the field crew with canopy thinning by use of chainsaws. Chip operated a forestry mower and chainsaw to remove target trees.

Clinton River Invasive Species Control, Michigan. Clinton River Spillway Intercounty Drain Drainage Board hired Cardno to complete a three-year habitat improvement project on the Clinton River Spillway in Macomb County, Michigan. Phase I included enhancing the riparian area through vegetation management on approximately 65 acres along 2.5 miles of the river. Cardno conducted herbaceous and woody control of exotic/invasive species. Field crews administered herbicide application from motorized boats to treat exotic common reed (*Phragmites australis*). A combination of backpack and ATV-mounted sprayers as well as handwicking methods will be used during years 2 and 3. The project, which is located in the Clinton River AOC, received funding from the National Oceanic and Atmospheric Administration - Great Lakes Restoration Initiative program. As a field crew member, Chip implemented the invasive species removal plan.

- > National Green Infrastructure Certification, NGICP Certification Council, 2017
- > Licensed Pesticide Applicator, Wisconsin, Illinois, and Minnesota.
- > Certified in CPR and First Aid, American Heart Association
- > Rare Wisconsin Amphibian and Reptile Certification Workshop, University of Wisconsin-Whitewater, May 2016
- > Annual Chainsaw Training Course, Natural Resource Management and Training,
- > Basic Wetland Delineation Training, UW- La Crosse Extension, July 2015
- > Environmental Consultant Training, American Transmission Company, March 2015
- Introductory NHI Training, Wisconsin Department of Natural Resources, November 2014
- > Karner Blue Butterfly Habitat Conservation Plan Monitoring Training, Wisconsin Department of Natural Resources, June 2014

Professional Certifications

Continuing Education

CARD

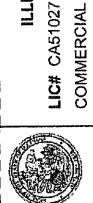
ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS STATE OF ILLINOIS

EXPIRES December 31, 2020 **LIC#** CA51027

Brian P Glaves 6605 STEGER ROAD UNIT A MONEE IL 60449 CARDNO INC



USAPLANTS ID: 0021NG

ILLINOIS PESTICIDE ID CARD

COMMERCIAL APPLICATOR

General Standards Right-of-Way

(FOLD LINE)

SIGNATURE

IL406-1122 X021-406-0030

ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

CARD

DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS STATE OF ILLINOIS

EXPIRES December 31, 2019 LIC# CO94942

SARAH MAE BAIL 6605 STEGER ROAD UNIT A **MONEE IL 60449** CARDNO INC

LIC# C094942

ILLINOIS PESTICIDE ID CARD

USAPLANTS ID: 0021NG

COMMERCIAL OPERATOR

General Standards

APPLICATOR NAME & CATEGORIES

JOSHUA DONALD KEMP

General Standards

(FOLD LINE)

Forest

Right-of-Way

L406-1122 X021-406-0030

SIGNATURE

D CARD

ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS STATE OF ILLINOIS

EXPIRES December 31, 2020 LIC# CA53295

6605 STEGER ROAD UNIT A **VICTOR E YELASKA MONEE IL 60449** CARDNO INC

LIC# CA53295

ILLINOIS PESTICIDE ID CARD

USAPLANTS ID: 0021NG

COMMERCIAL APPLICATOR

General Standards

Right-of-Way Forest

(FOLD LINE)

IL406-1122 X021-406-0030

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ID CARD

ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

| | | | |

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CA99126 EXPIRES December 31, 2019

CARDNO INC JOSHUA DONALD KEMP 6605 STEGER ROAD UNIT A MONEE IL 60449

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA99126 USAPLANTS ID: 0021NG

COMMERCIAL APPLICATOR

General Standards

Forest Right-of-Way

IL406-1122 X021-406-0030

SIGNATURE

CERTIFICATE OF TRAINING

awarded to

Eric Anderson



for successful completion of

1100 Incident Command, L180 Human Factors on the Fire Line S130 Firefighter Training & S190 Introduction to Wildland Fire Behavior

Thousand

Thomas Wilson, CF

INSTRUCTOR

November 2 - 6,2009

DATE



COORDINATING GROUP

NATIONAL WILDFIRE

This Certificate is Awarded to

Eric S. Anderson

For the Successful Completion of

S-212 Wildland Fire Chain Saws

COURSE NUMBER - COURSE NAME

June 7-10, 2011

COURSE START and END DATES

Shawn Maijala

Lead Instructor Name (printed)

Lead Instructor Signature



Big River Forest Fire Management Compact

Host Unit

Jefferson City, MO

Location (City, State)

This Certificate is Awarded to

Eric S. Anderson

Horthe Successful Completion of

S-230 Crew Boss

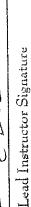
COURSE NUMBER - COURSE NAME

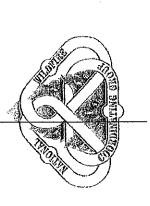
January 18, 19, 20, 2011

COURSE START and END DATES

Thomas E. Richter

Lead Instructor Name (printed)





IFSI / IDNR/USFS

Host Unit

St. Charles, IL.

(City, State) Location

Emergency Management Institute



This Certificate of Achievement is to acknowledge that

ERIC S ANDERSON

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00700.a

National Incident Management System (NIMS)

An Introduction

Issued this 28th Day of January, 2011



Ilma Chilant Mimse Vilma Schifado Milmoe Superintendent (Acting) Emergency Management Institute

GAME OF LOGGING

And

JOE GLENN'S TIMBER HARVEST TRAINING

This certificate is presented to

ERIC S. ANDERSON

In recognition for completing
"Game of Logging's"
Phase I, II, III, and IV
"Chainsaw Safety Training"
Held near Galesburg, IL
February 11, 12, 13, and 14 2009

Joseph C. Glenn GOL Instructor

Date



CERTIFICATE OF ACHIEVEMENT

Brian Glaves

has successfully completed the

MIDWEST ECOLOGICAL PRESCRIPTION BURN CREW MEMBER TRAINING CLASS

on this 18th day of September 2015

John McCabe

Forest Preserves of Cook County

ay Johnson

Forest Preserve District of DuPage Count

CERTIFICATE OF ACHIEVEMENT

Victor Yelasaka

has successfully completed the

MIDWEST ECOLOGICAL PRESCRIPTION BURN CREW MEMBER TRAINING CLASS

on this 26th day of February 2010 Signed by:

John McCabe
FPD of Cook County

Leslie Berns Lake County FPD

Inh Mar

ABOUT CARDNO

Cardno is an ASX-200 professional infrastructure and environmental services company, with expertise in the development and improvement of physical and social infrastructure for communities around the world. Cardno's team includes leading professionals who plan, design, manage, and deliver sustainable projects and community programs. Cardno is an international company listed on the Australian Securities Exchange [ASX:CDD]. For additional information, visit www.cardno.com.



At Cardno, our primary concern is to develop and maintain safe and healthy conditions for anyone involved at our project worksites. We require full compliance with our Health and Safety Policy Manual and established work procedures and expect the same protocol from our subcontractors. We are committed to achieving our Zero Harm goal by continually improving our safety systems, education, and vigilance at the workplace and in the field. Safety is a Cardno core value and

through strong leadership and active employee participation, we seek to implement and reinforce these leading actions on every job, every day.



America Region – Entity Information

Revised 07/17/2017

Company Name	Registration	FEIN	Jurisdiction	Registered Office	Officers & Directors
Cardno USA, Inc.	Pate 4/13/2007	56-2658135	Delaware	10004 Park Meadows Dr, Ste. 300, Lone Tree CO 80124	REISBORD, Susan – Director, President LAIRSCEY, Lance – Director SNYDER, Craig – Director, Treasurer GUYNN, Julia - Vice President & Secretary
Cardno, Inc.	6/10/2011	45-2663666	Delaware	10004 Park Meadows Dr, Ste. 300, Lone Tree CO 80124	LAIRSCEY, Lance – Director, President REISBORD, Susan – Director PICARD, Jenifer – Director, Treasurer GUYNN, Julia – Vice President & Secretary ROMSTAD, Keith – Vice President SNYDER, Craig – Vice President DE HAYR, Luke – Vice President LANCIONI, Mike – Vice President HOWARTH, Steve – Vice President HOWARTH, Steve – Vice President HILL, Andrew – Assistant Vice President HEDRICK, Rob – Assistant Vice President HEDRICK, Rob – Assistant Vice President RYAN, Sally – Assistant Vice President RYAN, Sally – Assistant Vice President RANDALL, Thomas A. – Assistant Vice President NAUMANN, Hans - Assistant Vice President CANTLEY, Travis – Assistant Vice President BRITAIN, Brian – Assistant Vice President BIX, Travis – Assistant Vice President DOUGLASS, James Lloyd – Assistant Vice President O'CONNELL, Joseph – Assistant Vice President CLAUSON, Sean – Assistant Vice President RICHTER, Anngie – Assistant Vice President RICHTER, Anngie – Assistant Vice President SPEAR, Kenneth – Assistant Vice President TYLER, Robert – Assistant Vice President DICKEY, William – Assistant Vice President RUDD, Michael – Assistant Vice President RUDD, Michael – Assistant Vice President HILL, Deborah – Assistant Vice President
Cardno Haynes Whaley, Inc.	10/9/2013 *DISSOLUTION final 12/31/2017	32-0419381	Delaware	3700 West Sam Houston, Parkway South, Suite 100, Houston, Texas, 77042, USA	LAIRSCEY, Lance – Director, President SNYDER, Craig – Director, Treasurer GUYNN, Julia – Secretary TYLER, Robert - Vice President THOMPSON, Mark - Vice President ROHRER, John - Vice President FORD, Wally - Vice President
Haynes Whaley Parking, LLC		27-1584277	Texas	3700 West Sam Houston Pkwy South, Suite 77042	Cardno Haynes Whaley, Inc. – 60% ownership JAMAIL, Troy S. – Member, 20% ownership STRICKLAND, Matthew J. – Member, 20% ownership TYLER, Robert – Member BATY, Larry – Member
Cardno PPI, LLC	10/12/1979	76-0488652	Texas	920 Memorial City Way, Suite 900, Houston, Texas, 77024, USA	BARKER, Peter – Director SULLIVAN, B. Randy – Director BUCH, Neville – Director MCGRATH, Jim – President, Director EDWARDS, Christopher - Treasurer NEMETH, Victoria - Secretary
Cardno Emerging Markets USA Ltd	9/1/1992	52-1788060	Delaware	Colonial Place III, 2107 Wilson Boulevard, Suite 800, Arlington, VA, 22201-3096 USA	BARKER, Peter – Director BORELAND, Marian – Chairman LOWTHER, Joseph - President RAYNOR, Emily – Treasurer GUYNN, Julia – Secretary

Cazdno ChemRisk, LLC.	1/8/2009	26-4018820 35-1844393	Delaware Indiana	101- 2nd Street - Suite 700, San Francisco CA, 84150	REISBORD, Susan — Manager PICARD, Jenifer - Manager PAUSTENBACH, Dennis J - Manager FINLEY, Brent - Manager GARAVAGLIA, Mark - Manager MADL, Amy - Manager REISBORD, Susan – Director
Associates, Inc.				Indianapolis, IN 46204	LANCIONI, Mike - President, Director PICARD, Jenifer - Treasurer RICHTER, Anngelina J Assistant Secretary ST. AUBIN, Anthony - Vice President CLAUSON, Sean - Vice President O'BRIEN, Mark - Vice President
Cardno GS, Inc.		54-1524820	Virginia	2496 Old Ivy Road, Suite 300, Charlottesville, Virginia 22903 USA	HALPERIN, William – President, Director, Chairman EVANS, Richard T. – Secretary, Treasurer ALBEE, Lewis – Senior Vice President, Director BEST, Raymond – Senior Vice President, Director HARVEY, Adam – Vice President ADSETTS, Katherine – Vice President GUYNN, Julia - Director VAN ANTWERP, Robert - Director PHILLIPS, Robert – Director DICK, Daniel – Director PHILLIPS, Robert – Director PHILLIPS, Robert – Director
Cardno EM- Assist, Inc.	10/23/1996	84-1367120	Utah	1108 E. South Union Avenue Midvale, UT 84097	BLACKHURST, Craig – President, Director CLONTS, Steven – Secretary ADSETTS, Katherine – Director of Civil Engineering HARVEY, Adam – Director of Mechanical Engineering HALPERIN, William – Director PAVLICK, William - Director
Cardno (Ohio), LLC	4/22/2011	45-3685256	Ohio	5480 Swanton Drive, Lexington KY 40509	Cardno, Inc 51% ownership Cardno USA, Inc 49% ownership
Cardno (MI) Inc.	8/14/2001	60-0002722	Florida	10004 Park Meadows Dr, Ste. 300, Lone Tree CO 80124	FURUKAWA, Keith – President and Director SLANINKA, Kenneth – Vice President, Treasurer and Director
ES NY Engineering, P.A. PC.	12/19/1983	59-2367433	Florida	380 Park Place Blvd, Clearwater, FL 33759 US	WHALEY, Larry - President HOWARTH, Steven - Treasurer ALLEN, James - Secretary