

**16-10 Cherry Hill Lake/Park 2016 Maintenance**  
 Engineering

Received by April 29, 2016

Vendor/Location	Total Cost
Conservation Land Stewardship, LLC	\$ 9,370.00
Pizzo & Associates, Ltd	\$ 12,856.00
Tallgrass Restoration, LLC	\$ 16,823.00

EXHIBIT A

## PROPOSAL

TO: THE OFFICE OF THE CITY CLERK CITY OF AURORA  
44 EAST DOWNER PLACE AURORA, ILLINOIS 60507

1. Proposal of Conservation Land Stewardship, LLC *for the improvement known as the 2016 Native Landscape Maintenance at Cherry Hill Lake/Park.*
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Department and approved by the City Council of Aurora, Illinois.
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 he 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. Unless otherwise directed by the City of Aurora, work under this proposal shall commence within 10 days of acceptance of the proposal by the City.
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 without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
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 agrees to complete the work within the time stipulated in the Special Provisions if applicable.

11. 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 Standard Specifications, 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.
12. 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 or non-responsive.
13. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
14. 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.
15. 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 primary, non-contributory additional insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the attached Special Provisions.
16. 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 and maintenance activities 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
17. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
18. The entire set of specifications shall be submitted with each proposal.
19. The undersigned submits herewith this Bid Form covering the work to be performed under this contract.

**CITY OF AURORA  
 INVITATION TO BID INFORMAL SOLICITATION  
 IB 16-10  
 2016 Native Landscape Maintenance  
 At Cherry Hill Lake/Park**

**BID FORM**

I/We propose to furnish material and labor as specified in the attached Specifications to Bid at the following delivered price.

#	Description of Work	Unit	Quantity	Unit Cost	Cost
1	Weed Control/Selective Herbicide Application (Spring, Summer and Fall)	Event	3	2,470.00	\$7,410.00
2	Conservation Mowing Treatments (12 ac) Late Summer and Lake Fall	Event	2	980.00	\$1,960.00
				Total	\$9,370.00

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

No additional charges over base bid price will be accepted without written approval of the Purchasing Director.

The purchase shall result in the issuance of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this contract, within forty-five (45) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of invoice delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Time, in connection with any discount offered, will be computed from the date of invoice delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

SUBMITTED BY

COMPANY

Conservation Land Stewardship, LLC

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**CITY OF AURORA  
INVITATION TO BID INFORMAL SOLICITATION  
IB 16-10  
2016 Native Landscape Maintenance  
At Cherry Hill Lake/Park**

**BID FORM**

Prices will be considered NET, if no payment discount is shown.

The successful Bidder shall submit invoices via e-mail to:

**PurchasingDL@aurora-il.org**

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora  
Attn: Purchasing Division  
44 E. Downer Place  
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* Please contact the Purchasing Division office for an authorization agreement form.

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

**SUBMITTED BY**

**COMPANY** Conservation Land Stewardship, LLC

**ADDRESS** 910 S. Riverside Dr., Suite 5

**CITY, STATE, ZIP** Elmhurst, IL 60126

**PREPARER'S NAME** Nazario Rivas, Sr. Operations Manager

Please Print or Type

**CONTACT PERSON** Nazario Rivas

Please Print or Type

**AUTHORIZED SIGNATURE**  **Sr. Operations Manager**

Title

**EMAIL** nrivas@conservationlandstewardship.com

**PHONE #** (630) 559-2038

**FAX #** (630) 559-2040

**DATE** 4/28/16



## BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers as intended have been received and that I/We will abide by the contents and/or information received and/or contained therein.
- B. I/We have not entered into any collusion or other unethical practices with any other person, firm, or employee of the City, which would in any way be construed as an unethical practice.
- C. I/We comply with all current Federal, State, and Local laws, statutes, rules, and regulations referencing equal opportunity employment practices.
- D. I/We will abide by all codes, rules, regulations, ordinances, and statutes of the City of Aurora, Counties of Kane, DuPage, as applicable and the State of Illinois and the United States of America.
- E. I/We hereby certify that we have adopted a written sexual harassment policy which is in accordance with the requirements set forth in 775 ILCS 5/2-105(A)(4) and further certify that I/We are also in compliance with all other requirements contained in 775 ILCS 5/2-105(A).
- F. I/We have in place a:
  - written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a written copy thereof to the City of Aurora or
  - collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) – **Contractor shall check the box for the policy that applies.**

Conservation Land Stewardship, LLC

Company Name

910 S. Riverside Dr., Suite 5

Address

Brent R. Repenning

Name of Corporate or Company Official (print)

Authorized Signature

Date 4/26/2016

Vice President & General Manager

Title

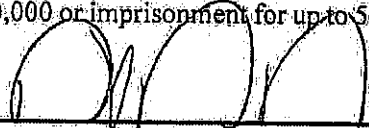
Phone (800) 828-8312

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

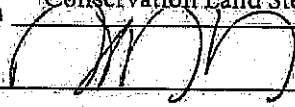
 4-26-16  
\_\_\_\_\_  
(Signature of Authorized Representative) (Date) Brent R. Repenning 4/26/16

I am unable to certify the above statements. My explanation is attached. EPA FORM 5700-49 (11-88)


**Bidder Certification In Compliance with Article 33E to the "Criminal Code of 1961"**

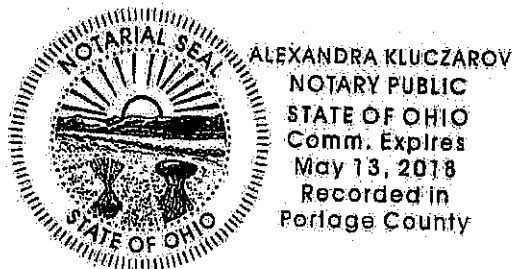
I Brent R. Repenning, do hereby certify that:  
(Name)

1. I am Vice President & General Manager of the Conservation Land Stewardship, LLC  
(Position) (Firm)  
and have authority to execute this certification on behalf of the firm
2. This firm is not barred from bidding on this contract as a result of a violation of Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm Conservation Land Stewardship, LLC  
Signature   
Title Brent R. Repenning  
Date 4/26/16  
Corporate Seal (where appropriate)

On this 26th day of April 2016, before me appeared (Name)  
Brent R. Repenning to me personally known, who, being duly  
sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name  
of Firm) Conservation Land Stewardship, LLC to execute the affidavit and did  
so as his or her free act and deed.

Notary Public  Commission Expires May 13th 2016  
Notary Seal





## **CITY OF AURORA**

### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "General Specifications," the "Standard Specifications For Road and Bridge Construction," the City of Aurora's "Standard Specifications for Improvements," the "Kane County Stormwater Ordinance" the "Supplemental Specifications and Recurring Special Provisions," the "Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois" in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the Maintenance of Native Landscaped Areas and in case of conflict with any part or parts of said specifications; the said Special Provisions shall take precedence and shall govern.

#### **SP 1 – DESCRIPTION OF PROJECT:**

Cherry Hill Lake/Park is approximately 18 acres in size. 12 acres of the area is planted with native planting, Cherry Hill Lake/Park is owned by the City of Aurora and is being maintained by the City's Park and Recreation Department. Regular maintenance such as mowing and prescribed burn have been performed by the City with the latest prescribed burn performed on March 11, 2016. Over seeding of the burn area (post burn) with high quality upland seed mix will be performed in the coming weeks.

The project scope consists of the following activities: weed control/selective herbicide application in spring, summer and fall. Conservation Mowing Treatments in Late Summer and Late Fall. Enclosed please find the work plan exhibit and bid items for reference.

**The City reserves the right to terminate this contract at its sole discretion at any time during the life of the contract.**

#### **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.

**SP 6 – PUBLIC SAFETY AND CONVENIENCE:**

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 flaggers 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 – CONTROL OF MATERIALS:**

All material used shall meet the requirements of the Illinois Department of Transportation, the "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.

**P 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 allowed 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**

**SP 15-WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL**

**Description:** 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.

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

Active Ingredient

*Glyphosate, N- (phosphonomethyl) glycine, in the form of its isopropylamine salt	41.0%
Inert Ingredients (including surfactant)	59.0%
TOTAL	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° F 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.

Schedule: 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.

Application Rate: The Roundup or equal non-selective and non-residual herbicide shall be applied at the rate of one (1) gallon per acre.

One (1) gallon of Roundup or equal formulation shall be diluted with a minimum of fifty-five (55) gallons of water and applied as a mixture.

Method of Measurement: This work shall be measured and paid for at the contract unit price per event Weed Control-Non Selective and Non Residual.

### **SP-16 CONSERVATION MOWING**

Description: This work will consist of a mowing of vegetation to a height not more than 6 inches for the purpose of noxious weed management.

#### 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 the mowing or trimming operation shall be repaired at the Contractor's expense.

Method of Measurement:

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

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 price 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 17 – INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

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 or claims made 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 claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

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 a primary, non-contributory, 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:

- a. General Public Liability and Property Damage Insurance, limits of liability of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- b. Workmen's Compensation and Employer's Liability Insurance of not less than \$500,000.
- c. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any occurrence, covering owned, non-owned and hired vehicles.

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.

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 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 therefore 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.

*State of Illinois*  
DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISIONS FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal 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 there under.

(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.

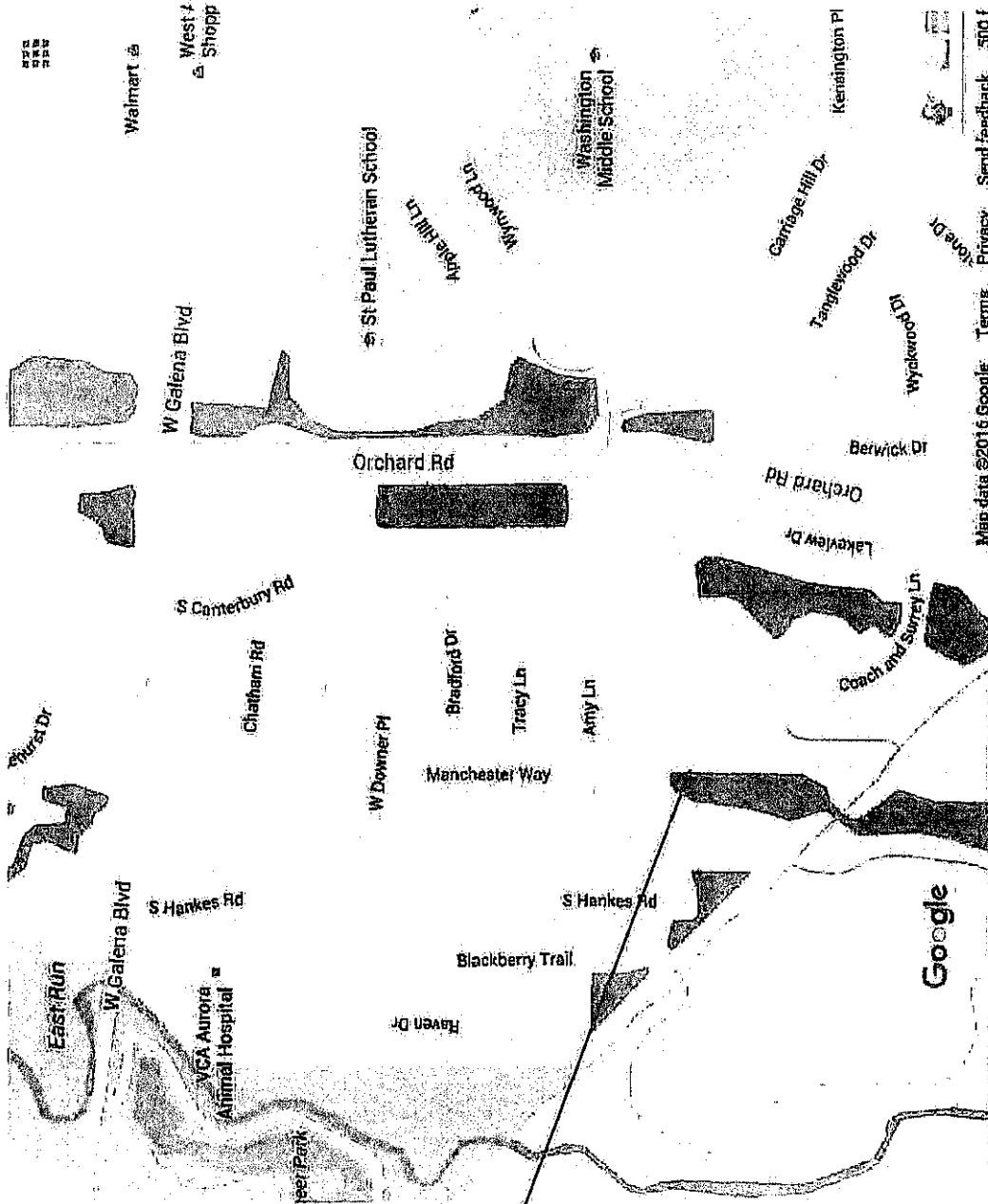


(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(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.

# Project Location-Cherry Hill Lake

## Aurora, IL

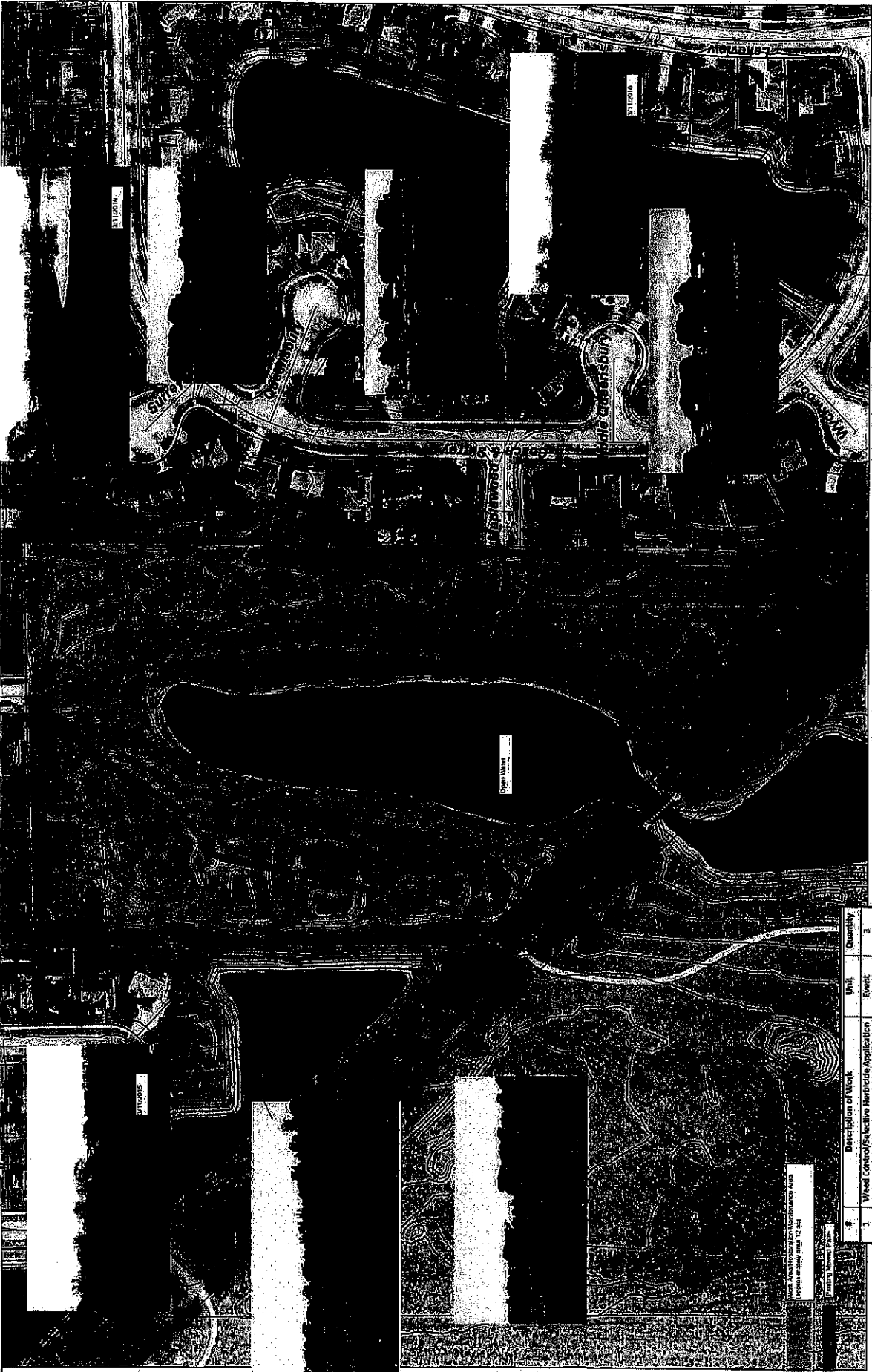


North

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Google

**Cherry Hill Lake Work Plan  
2016 Maintenance Activities**



RTI, Incorporated  
Cherry Hill Lake - Prepared for: City of Aurora,  
Aurora, CO  
August 11, 2015

1 inch = 80 feet

#	Description of Work	Unit	Quantity
1	Weed Control/Selective Herbicide Application (Spring, Summer and Fall)	Event	3
2	Conservation Mowing Treatments (12 ac) LARE Summer and Lake Fall	Event	2

WORK AND/OR MATERIALS ENCOUNTERED HERE  
PREPARED BY: [Redacted]