



Conservation Land Stewardship, LLC

May 31, 2016

Re: Proposal for Professional Services

**Cherry Hill seed
Seed quote**

Scope of Services:

<u>Add group description here</u>	<u>Qty</u>	<u>Unit</u>	<u>Price/Unit</u>	<u>Price</u>
Upland and Mesic Shoreline Seed Mix	1.00	LS	19,307.00	19,307.00
Drill Seed Installation	1.00	Dy	1,022.00	1,022.00
			Subtotal	\$20,329.00

Proposal Total

\$20,329.00

Terms and Conditions:

OPTIONAL: Drill seed installation with tractor- \$1,022.5

Includes:

-seed delivery and installation

PROPOSAL # 1
LOWEST BID

Robert [Signature] 9/26/14

By: **Conservation Land Stewardship, LLC** Date

Accepted:

Client #

Date

EXHIBIT B



2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4265
www.encapinc.net

PROPOSAL NO. 16-0510A
Revised 05.16.16

May 16, 2016

Souts Thavong
City of Aurora, Division of Public Works/Engineering
44 E Downer Place
Aurora, IL 60507
P: 630-256-3207 E: sthavong@aurora-il.org

RE: Cherry Hill Lake Seed Procurement and Installation

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
1	Upland Prairie Areas- Procurement and Installation	ACRE	12	\$2,400.00	\$28,800.00
2	Wet-Mesic Shoreline Areas- Procurement and Installation	LS	1	\$1,750.00	\$1,750.00
				TOTAL	\$30,550.00

PROPOSAL #2

Payment Agreement

City of Aurora, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: City of Aurora

Jonathan Koepke

Date

Authorized Rep.

Date

Cherry Hill Lake

Upland Prairie Areas

		LBS/ AC PLS
<i>Allium cernuum</i>	Nodding Wild Onion	0.25
<i>Amorpha canescens</i>	Leadplant	0.125
<i>Asclepias tuberosa</i>	Butterfly Weed	0.25
<i>Asclepias syriaca</i>	Common Milkweed	0.125
<i>Asclepias verticillata</i>	Whorled Milkweed	0.125
<i>Baptisia leucantha</i>	White Wild Indigo	0.5
<i>Bouteloua curtipendula</i>	Side Oats Grama	1.5
<i>Brickellia eupatorioides</i>	False boneset	0.125
<i>Carex bicknellii</i>	Prairie Sedge	0.5
<i>Chamaecrista fasciculata</i>	Partridge Pea	0.5
<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.25
<i>Coreopsis palmata</i>	Prairie Coreopsis	0.25
<i>Dalea candida</i>	White Prairie Clover	0.188
<i>Dalea purpurea</i>	Purple Prairie Clover	0.188
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant/ Bundleflower	0.188
<i>Drymocallis arguta</i>	Prairie Cinquefoil	0.188
<i>Echinacea pallida</i>	Pale Purple Coneflower	0.125
<i>Elymus canadensis</i>	Canada Wild Rye	2
<i>Elymus virginicus</i>	Virginia Wild Rye	2
<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.5
<i>Liatris aspera</i>	Rough Blazing Star	0.125
<i>Liatris cylindracea</i>	Cylindrical Blazing Star	0.125
<i>Lupinus perennis</i>	Wild Lupine	0.188
<i>Monarda fistulosa</i>	Wild Bergamot	0.25
<i>Parthenium integrifolium</i>	Wild Quinine	0.25
<i>Ratibida pinnata</i>	Yellow Coneflower	0.125
<i>Rudbeckia hirta</i>	Black Eyed Susan	1
<i>Schizachyrium scoparium</i>	Little Bluestem	2
<i>Silene stellata</i>	Starry Champion	0.0625
<i>Silphium laciniatum</i>	Compass Plant	0.5
<i>Silphium terebinthinaceum</i>	Prairie Dock	0.25
<i>Solidago speciosa</i>	Showy Goldenrod	0.125
<i>Sporobolus heterolepis</i>	Prairie Dropseed	1
<i>Symphyotrichum oolentangiense</i>	Smooth Blue Aster	0.125
<i>Tradescantia ohioensis</i>	Ohio Spiderwort	0.125
	TOTAL	16.1275

Wet-Mesic Shoreline Areas

<i>Asclepias incarnata</i>	Swamp Milkweed	0.75
<i>Calamagrostis canadensis</i>	Blue Joint Grass	0.5
<i>Carex stricta</i>	Tussock Sedge	0.5
<i>Carex vulpinoidea</i>	Brown Fox Sedge	0.5

<i>Chelone glabra</i>	White Turtlehead	0.188
<i>Echinacea purpurea</i>	Purple Coneflower	0.25
<i>Eleocharis palustris</i>	Marsh Spike Rush	0.188
<i>Elymus virginicus</i>	Virginia Wild Rye	2
<i>Helenium autumnale</i>	Sneezeweed	0.188
<i>Juncus dudleyi</i>	Dudley's Rush	0.188
<i>Juncus torreyi</i>	Torrey's Rush	0.188
<i>Liatris spicata</i>	Marsh Blazing Star	0.75
<i>Lobelia cardinalis</i>	Cardinal Flower	0.125
<i>Panicum virgatum</i>	Switch Grass	2.5
<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.5
<i>Pycnanthemum virgatum</i>	Virginia Mountain Mint	0.125
<i>Rudbeckia subtomentosa</i>	Sweet Black Eyed Susan	0.188
<i>Scirpus atrovirens</i>	Dark Green Rush	0.188
<i>Solidago graminifolia</i>	Grass-leaved Goldenrod	0.188
<i>Verbena hastata</i>	Blue Vervain	0.125
<i>Vernonia fasciculata</i>	Iron Weed	0.75
<i>Zizia aurea</i>	Golden Alexanders	0.25
	TOTAL	11.129