

*PROPOSAL SUBMITTED BY:*

\_\_\_\_\_  
*Contractor's Name*

\_\_\_\_\_  
*Street*

\_\_\_\_\_  
*P.O. Box*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*



**CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS**

***PROPOSAL AND SPECIFICATIONS FOR***

***LANDSCAPE MAINTENANCE OF RAIN GARDENS AND MISCELLANEOUS STORM BMPS***

***AURORA, ILLINOIS***

*May 2024*

***Bid 24-044***

***PREPARED BY  
CITY OF AURORA  
Engineering Division  
77 S. Broadway Avenue  
AURORA, ILLINOIS 60507***

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**City of Aurora**  
**Bid 24-044**  
**NOTICE TO BIDDERS**

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E Downer Place, First Floor, Aurora, IL 60507 until 11:00 AM, Wednesday, May 29, 2024. Proposals will be opened and read publicly via a non-mandatory teleconferenced and live streamed bid opening at 11:00 AM, Wednesday, May 29, 2024, access details to be provided to all plan holders.

**Description of Work**

Name: Landscape Maintenance of Rain Gardens and Miscellaneous Storm BMPs

Location: See attached exhibits for detailed locations

Proposed Improvement: This improvement consists of the maintenance of existing native and non-native planted areas within bio-filtration basins, raingardens, bio-swales, and landscaped buffers as well as any other miscellaneous appurtenances all in accordance with the plans and specifications.

**Bidder Instructions**

1. Plans, specifications, and proposal forms will be available on Monday, May 13, 2024 and may be obtained online at: <https://www.aurora-il.org/bids.aspx>.
2. Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us). Questions will be accepted until 8 AM, CST, Tuesday, May 21, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 4 PM, CST, Thursday, May 23, 2024. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the May 21, 2024 8AM cut-off date/time. It is the bidder's responsibility to check the website before submitting their proposal.
3. **Bidding Prequalification Requirement: To be deemed qualified to obtain a bid package for this work the Contractor must provide proof of certification as a licensed Pesticide Applicator as well as Pesticide Operator certifications for all employees that will be applying pesticides. The certifications shall be through the Ill Department of Agriculture. The Contractor must also provide proof of NWCG S-130/S-190 certification on prescription burn techniques, fire behavior, and smoke management.**
4. **The City of Aurora is seeking a three-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.**
5. The Awarding Authority 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".
6. Any bidder who owes the City money may be disqualified at the City's discretion.
7. 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.
8. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans 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 Awarding Authority 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.
9. The City of Aurora has a local preferences ordinance that would apply to this contract.

By Order of  
City Clerk  
City of Aurora

# CITY OF AURORA SPECIAL PROVISIONS

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# 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 Management Ordinance" the "Supplemental Specifications and Recurring Special Provisions," the "Native Plant Guide for Streams and Storm water 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 **Landscape Maintenance of Rain Gardens and Miscellaneous BMPs, Bid 24-044** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

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

The proposed project consists of the maintenance of existing native and non-native planted areas contained in bio-infiltration basins, raingardens, bio-swales, landscape buffers and other areas for a time period starting on the date that the notice to proceed is issued by the City of Aurora through November 30th of each year. A Map showing the locations for the maintenance is attached to these bidding specifications.

<b>Site 1 - Kensington Place and Russell Avenue Rain Gardens</b>
<b>Site 2 - Spring Street East of 4th Street Bioswale</b>
<b>Site 3 - Lincoln Avenue/Metra Parking Lot Bioswale</b>
<b>Site 4 - RiverEdge Park Bioswale Behind 400 North Broadway Avenue Building</b>
<b>Site 5 - Lafayette and Euclid Raingarden</b>
<b>Site 6 - Lebanon and Euclid Raingarden</b>
<b>Site 7 - Simms and Logan Raingarden</b>
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<b>Site 17 - 4<sup>th</sup> and Center Raingarden</b>
<b>Site 18 - 4<sup>th</sup> and Clark Raingarden</b>
<b>Site 19 - 5<sup>th</sup> and Clark Raingarden</b>
<b>Site 20 - 4<sup>th</sup> and Benton Raingarden</b>
<b>Site 21 - 4<sup>th</sup> and Galena Raingarden</b>
<b>Site 22 - Phillips Park</b>

This City of Aurora is seeking a three 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.

The City of Aurora reserves the right to alter the work, extend or shorten the improvement, add such work as may be necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

The frequency of performing maintenance activities will depend on growing conditions and other factors such as vandalism or storm damage. The City of Aurora will give direction to the Contractor regarding the frequency of performing the various maintenance activities. The Contractor must perform the work within 96 hours of receiving a request from the City.

**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) 256-3710, 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.

The depth and alignment of the existing water mains and sewers are approximate and may vary in both alignment and depth between manholes and valves. The Contractor shall not be due any additional compensation in the event that the alignment of the sewers and water mains vary from what is shown on the plans. The call outs shown on the plans for the existing water mains are approximate and not guaranteed.

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Contractor shall contact JULIE in accordance with state law, a minimum of 48 hours prior to performing any excavation.

**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. Contractors and their sub-contractors will not be allowed to obtain water from private property. The Contractor shall secure a city water meter by presenting a deposit for \$1,600.00 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 Tax ID number will be required. The Contractor will take the resulting forms to the Water & Sewer Maintenance Division located at 649 S. River Street where the city water meter shall be provided. The Contractor and/or sub-contractor will be fined, according to ordinance, which will be deducted from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

**SP 5 – NOTIFICATION:**

The Contractor shall notify the Engineer a minimum of three (3) working days (72 hours) prior to starting the project, and a minimum of two (2) working days (48 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. This access should not allow the passage of non-local vehicular traffic, which should abide by the approved traffic control plan. 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 construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours. The Contractor shall remove and reinstall all street signs in conflict with the proposed improvements. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled. **If the project is located in a business district, then business open signs shall be posted and maintained during construction.**

This work shall not be paid for separately, but shall be considered incidental.

**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 erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) 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. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. 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. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods.

### **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 Storm water 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. The cost of hauling and disposing of landscape waste shall not be paid for separately but shall be considered incidental to the contract.

### **SP 10 – DUST CONTROL & DIRT ON PAVEMENT:**

The Contractor shall at all times be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris **at the end of each day’s operations**, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 24 of the Standard Specifications for Water and Sewer Construction in Illinois, or by the uniform application of a dust control agent approved by the Engineer.

If City water is used for dust control, 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. **Additionally, the City will deduct \$500.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor’s failure to control dust and clean the pavement(s) as required.

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-work 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**

**SP 13 – INCIDENTAL WORK:**

All work required to install the improvements 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 contract.

**SP 14 – GENERAL MAINTENANCE SITE VISIT:**

This work shall consist of performing maintenance activities at each site listed in the bid proposal. The general maintenance activities shall consist of the following activities:

- Control of invasive vegetation by means of physical removal.
  - Annual invasive flora shall be removed by cutting the vegetation. The cutting of undesirable annual plants shall be timed to inhibit the propagation of the plant by not allowing the seed heads to mature.
  - Perennial Invasive Flora shall be removed by removing as much of the root system as possible.
- Removal of trash, debris, sticks, leaves and other material as needed.
- Pruning and trimming vegetation as needed. Vegetation should not be blocking traffic on the sidewalk or roadways.

The general maintenance site visits will be performed on an as needed basis as directed by the Owner. The following is an anticipated schedule for maintenance work at each location: 2 times per month during May and October; and once a month in April, June, July, August, September, and November.

The above is an estimate of the maintenance frequency needed for each location to ensure that the landscaped areas are well kept. The intent of this contract is to maintain open communication between City Staff and the Contractor in order to adjust the maintenance frequency depending on growing conditions and any other factors that may affect the appearance of the landscaping.

This work shall be paid for at the contract unit price per each for “General Maintenance Site Visit” for the location listed in the bid proposal.

**SP-15 HARDWOOD MULCH:**

The Contractor shall be directed by the Owner to supply and install mulch or to install mulch supplied by the Owner. Mulch is anticipated to be required on every other year, so the contractor should receive direction from the Owner prior to placement of any mulch. If supplied by the Owner, the mulch shall be picked up by the Contractor at the City of Aurora’s

Central Garage located at the northwest corner of Broadway (Il Rt 25) and Illinois Avenue. The contractor shall be responsible for all equipment and labor required to load the mulch and transport it to the job sites. If supplied by the Contractor, the mulch shall be **triple processed** shredded bark and wood chips, free of other foreign material. Mulch shall be naturally dark brown in color. The mulch shall not be colored artificially.

This work shall be paid for at the contract unit price per Cubic Yard (CY) for “Hardwood Mulch Supply and Install” or “Hardwood Mulch Install Only”.

### **SP 16 – LIVE PLANTINGS:**

This work shall consist of supplying and installing live plants in plugs per the plans, article 254 of the IDOT Standard Specifications, the “Native Planting Guide for Streams and Storm water Facilities in Northeastern Illinois” and as directed by the engineer in the field. This work is intended to replace dead plants and supplement existing planted areas.

The following is a list of the plant materials to potentially be requested.

<b><u>Botanical Name</u></b>	<b><u>Common Name</u></b>
Nepeta x faassenii “Kit Cat”	Kit Cat Catmint
Max Frei Bloody Cranesbill	Max Frei Bloody Cranesbill
Asclepias incarnata	Swamp Milkweed
Asclepias tuberosa	Butterfly Weed
Aster lanceolatus	Panicked Aster
Deschampsia cespitosa	Tufted Hair Grass
Echinacea purpurea	Purple Coneflower
Physostegia virginiana	Obedient Plant
Vernonia fasciculata	Common Ironweed
Hydrangea arborescens ‘Annabelle’	Annabelle Hydrangea
Rudbeckia fulgida ‘Goldstrum’	Black Eyed Susan
Helenium autumnale	Sneezeweed
Iris virginiana	Blue Flag
Carex spp.	Sedge
Cephalanthus occidentalis	Buttonbush
Lobelia siphilitica	Great Blue Lobelia
Oenothera macrocarpa	Missouri Evening Primrose
Parthenium integrifolium	Wild Quinine
Penstemon digitalis	Foxglove Beardtongue
Ruellia humilis	Wild Petunia
Zizia aurea	Golden Alexander
Aquilegia Canadensis	Wild Columbine
Panicum viratum	Switch Grass
Rosa rugosa	Frau Dagmar Hastrup
Schizachyrium scoparium	Little Bluestem Grass
Sporobolus heterolepis	Prairie Dropseed Grass
Amsonia tabernaemontana ‘Blue Ice’	Woodland Blue Star

## **PLANTING REQUIREMENTS:**

The Contractor must submit material certificates for all plant materials to be used on the project. The material certificates must be signed by the nursery supplying the plant material. Planting may not begin until after approval of this submittal.

### PLANT MATERIALS

- A. All plant materials shall be free from insects and disease. Species shall be true to their botanic name as specified.
- B. Refer to the bid proposal for plant sizes. Quantities listed in the bid proposal are approximate.
- C. Each species shall be packaged individually to allow inspection by the Engineer. Containers containing multiple species shall be summarily rejected.
- D. All plant materials shall be nursery grown stock at least two years old, and must exhibit healthy vigorous growth as determined by the Engineer.
- E. Shipments/Delivery
  - 1. Any shipments/deliveries of plants shall be packaged and delivered so as to ensure the viability of the plant material.
  - 2. There shall be no plant deliveries on holidays without prior approval so as to allow for their inspection and approval.
  - 3. All plants shall be healthy, rooted out, and ready for immediate installation upon delivery. The Contractor shall replace any plants that are deemed inconsistent with these characteristics.
  - 4. No substitutions shall be made without prior consent of the Engineer. The Engineer may consider substitutions, and reserves the right to make additions and/or deletions of quantities and species depending upon plant availability.

### METHOD

- A. Deliver plant materials to project site after preparations for planting have been completed. Handle plant materials in accordance with best horticultural practices at all times.
- B. Plant materials shall be packed in such a manner as to ensure adequate protection against wind damage, desiccation, and other physical damage while in transit.
- C. If planting is delayed more than four hours after delivery, keep plant materials in refrigerated container or set plants in shade protected from weather and mechanical damage, and keep moist and cool.
- D. All plant materials shall be subject to inspection and approval by the Engineer prior to installation.
- E. The Contractor shall stake, flag, or otherwise delineate the location(s) of each unique plant mass within each planting bed. The Engineer reserves the right to make minor adjustments to plant material locations without additional cost to the Owner.
- F. Excavate plant pits with hand tools. Plant pits shall be round with vertical sides and flat bottoms.
- G. When conditions detrimental to plant growth are encountered during excavation such as rubble fill, adverse drainage, or other obstructions, notify Engineer immediately prior to continuing with planting operations.
- H. Install all plant materials straight, true, and plumb.
- I. Remove container from container grown planting stock prior to placement in pit. If container grown stock is root bound, score sides and bottom of root mass.
- J. All plant materials shall be adequately healed in to prevent desiccation and/or upheaval.
- K. If area to be planted was treated with herbicide, planting shall occur no less than 14 days after herbicide application.

- L. All plant materials shall be thoroughly watered by the Contractor immediately following planting. The Contractor shall be responsible for continued watering of all plant materials as necessary during guarantee period.
- M. When directed by the engineer, plant beds shall be mulched to a depth of 3" immediately upon planting. Mulch shall be kept out of the crown of plant materials and off buildings, sidewalks, light standards, and other structures. Do not mound mulch around the base of plant materials.
- N. Maintenance of all plantings shall begin immediately after planting. Provide watering, pesticide application, weed control, replanting, and continue as necessary until the performance criteria are achieved.
- O. The Contractor shall be required to water all live plant material for a period of **not less than 60 days**. During this timeframe, the Contractor shall water at least once every 7 days.

#### ACCEPTANCE AND GUARANTEE

The Contractor shall guarantee no less than 100% of all plant materials shall be healthy and vigorous, as determined by the Owner, Six (6) months after the date of installation. At no additional cost to the Owner, the Contractor shall replace all plant materials that do not meet any of the above criteria.

This work shall be paid for at the contract unit price per Each for the container size listed in the bid proposal.

#### **SP 17 – PRE-EMERGENT HERBICIDE TREATMENT:**

This work shall consist of applying pre-emergent herbicide at locations and times as directed by the owner. The herbicide shall be Snapshot 2.5 TG or approved equal. The application rate for the herbicide shall be 0.46 lbs per 100 square feet. The herbicide shall be applied in accordance with manufacturer's directions and as directed by the owner.

This work shall be paid for at the contract unit price per each for "Pre-emergent Herbicide Treatment" for the sites specified in the bid proposal.

#### **SP 18 – CONSERVATION MOWING:**

This work shall consist of mowing selected sites in lieu of prescribed burning in order to inhibit weed growth and to encourage plant propagation. The contractor shall mow the specified sites to a height of not less than 6" above the ground surface.

This work shall be paid for at the contract unit price per each for "Conservation Mowing" for the sites specified in the bid proposal.

#### **SP 19 – SEASONAL PRUNING:**

This work shall consist of performing pruning and trimming of vegetation. Vegetation shall be cut down no less than 6 inches above the ground. The rose plants shall be cut in the spring to no less than 3 feet above the ground surface. This work will be performed in the spring and fall. The vegetation that has been pruned and trimmed shall be disposed of by the contractor.

This work shall be paid for at the contract unit price per each for "Seasonal Pruning" for the sites specified in the bid proposal.

#### **SP 20 - SUPPLEMENTAL WATERING:**

Description: This work will include watering turf, trees, shrubs, and perennial plants at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to perform supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. Damage to plant material that is a result of the Contractor's failure to water in a timely manner or reckless application must be replaced at the Contractor's expense.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The expected rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

Seeded Area:	5 gallons per square yard
Perennial Plants:	3 gallons per square yard
Shrubs:	10 gallons per shrub
Trees:	30 gallons per tree

Method of Application: A spray nozzle that does not damage small plants must be used when watering perennial plants or seeded areas. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees and shrubs if mulch and soil are not displaced by watering. Water shall trickle slowly into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water is being applied.

Method of Measurement: SUPPLEMENTAL WATERING will be measured in units of 500 gallons of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

**SP 21 – ADDITIONAL WORK ORDERED BY OWNER:**

When additional work not included in the contract, is requested in writing by the Engineer, this additional work shall be measured and paid for in accordance with Sections 104 and 109 of the IDOT Standard Specifications, as modified by these special provisions.

Payment for all additional work ordered by the Engineer in writing, which is deemed by the Engineer to be eligible for payment and is not covered by the contract, shall be made from the allowance included in the contract under ITEMS ORDERED BY ENGINEER. The Contractor shall not be entitled to any additional compensation in the event that utilization of this allowance, either in whole or in part, is not required to complete the work.

**SP 22 – 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.*

**SP 23 –CONTROLLED BURN:**

*The work will consist 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 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 60506 non-emergency 630/256-5000.*

*Method of Measurement*

*CONTROLLED BURN will be measured per each for the sites specified in the bid proposal.*

*Basis of Payment:*

*This work will be paid for at the contract unit price per each for CONTROLLED BURN.*

*State of Illinois*  
DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION  
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 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.

# PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL

CITY OF AURORA

44 EAST DOWNER PLACE

AURORA, ILLINOIS 60507

1. Proposal of \_\_\_\_\_  
for the improvement known as **Bid 24-044 Landscape Maintenance of Rain Gardens and Miscellaneous Storm BMPs.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division 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.
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, and 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 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 after receiving the 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 ensure 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 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.
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 not as a penalty but 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, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
- ~~15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$~~
16. 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.
17. 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*.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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
23. 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.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Schedule of Prices  
Landscape Maintenance of  
Rain Gardens and Miscellaneous Storm BMPs**

Route Various  
 County Kane  
 Local Agency City of Aurora  
 Section \_\_\_\_\_

**RETURN WITH BID**

(For complete information covering these items, see specifications)

#	ITEM	UNIT	QUANTITY	UNIT PRICE	Total
<b>Site 1 - Kensington Place and Russell Avenue Rain Gardens</b>					
1.1	General Maintenance Visit	Each	10		
1.2	Hardwood Mulch – Supply and Install	C.Y.	17		
1.3	Hardwood Mulch – Installation Only	C.Y.	17		
1.4	Seasonal Pruning	Lump Sum	1		
1.5	Preemergent Herbicide	Each	2		
<b>Site 2 - Spring Street East of 4th Street Rain Garden</b>					
2.1	General Maintenance Visit	Each	10		
2.2	Hardwood Mulch – Supply and Install	C.Y.	25		
2.3	Hardwood Mulch – Installation Only	C.Y.	25		
2.4	Seasonal Pruning	Lump Sum	1		
2.5	Preemergent Herbicide	Each	2		
<b>Site 3 - Lincoln Avenue/Metra Parking Lot Bioswale</b>					
3.1	General Maintenance Visit	Each	10		
3.2	Conservation Mowing	Each	1		
3.3	Prescribed Burn	Each	1		
<b>Site 4 - RiverEdge Park Bioswale Behind 400 North Broadway Avenue Building</b>					
4.1	General Maintenance Visit	Each	10		
4.2	Conservation Mowing	Each	1		
4.3	Prescribed Burn	Each	1		
<b>Site 5 Lafayette and Euclid Raingarden</b>					
5.1	General Maintenance Visit	Each	10		
5.2	Hardwood Mulch – Supply and Install	C.Y.	17		
5.3	Hardwood Mulch – Installation Only	C.Y.	17		
5.4	Seasonal Pruning	Lump Sum	1		
5.5	Preemergent Herbicide	Each	2		
<b>Site 6 Lebanon and Euclid Raingarden</b>					
6.1	General Maintenance Visit	Each	10		
6.2	Hardwood Mulch – Supply and Install	C.Y.	10		
6.3	Hardwood Mulch – Installation only	C.Y.	10		
6.4	Seasonal Pruning	Lump Sum	1		
6.5	Preemergent Herbicide	Each	2		

				UNIT PRICE	Total
<b>Site 7 Simms and Logan Raingarden</b>					
7.1	General Maintenance Visit	Each	10		
7.2	Hardwood Mulch – Supply and Install	C.Y.	12		
7.3	Hardwood Mulch – Installation Only	C.Y.	12		
7.4	Seasonal Pruning	Lump Sum	1		
7.5	Preemergent Herbicide	Each	2		
<b>Site 8 Simms and Concord Raingarden</b>					
8.1	General Maintenance Visit	Each	10		
8.2	Hardwood Mulch – Supply and Install	C.Y.	11		
8.3	Hardwood Mulch – Installation Only	C.Y.	11		
8.4	Seasonal Pruning	Lump Sum	1		
8.5	Preemergent Herbicide	Each	2		
<b>Site 9 Simms and Douglas Raingarden</b>					
9.1	General Maintenance Visit	Each	10		
9.2	Hardwood Mulch – Supply and Install	C.Y.	13		
9.3	Hardwood Mulch – Installation Only	C.Y.	13		
9.4	Seasonal Pruning	Lump Sum	1		
9.5	Preemergent Herbicide	Each	2		
<b>Site 10 Simms and Lebanon Raingarden</b>					
10.1	General Maintenance Visit	Each	10		
10.2	Hardwood Mulch – Supply and Install	C.Y.	17		
10.3	Hardwood Mulch – Installation Only	C.Y.	17		
10.4	Seasonal Pruning	Lump Sum	1		
10.5	Preemergent Herbicide	Each	2		
<b>Site 11 Simms and Lafayette Raingarden</b>					
11.1	General Maintenance Visit	Each	10		
11.2	Hardwood Mulch – Supply and Install	C.Y.	21		
11.3	Hardwood Mulch – Installation Only	C.Y.	21		
11.4	Seasonal Pruning	Lump Sum	1		
11.5	Preemergent Herbicide	Each	2		
<b>Site 12 Simms and 4th Raingarden</b>					
12.1	General Maintenance Visit	Each	10		
12.2	Hardwood Mulch – Supply and Install	C.Y.	20		
12.3	Hardwood Mulch – Installation Only	C.Y.	20		
12.4	Seasonal Pruning	Lump Sum	1		
12.5	Preemergent Herbicide	Each	2		
<b>Site 13 Simms and Pearl</b>					
13.1	General Maintenance Visit	Each	10		
13.2	Hardwood Mulch – Supply and Install	C.Y.	11		
13.3	Hardwood Mulch – Installation Only	C.Y.	11		
13.4	Seasonal Pruning	Lump Sum	1		
13.5	Preemergent Herbicide	Each	2		

				UNIT PRICE	Total
<b>Site 14 Marion and Sexton Raingarden</b>					
14.1	General Maintenance Visit	Each	10		
14.2	Hardwood Mulch – Supply and Install	C.Y.	23		
14.3	Hardwood Mulch – Installation Only	C.Y.	23		
14.4	Seasonal Pruning	Lump Sum	1		
14.5	Preemergent Herbicide	Each	2		
<b>Site 15 Marion and Lebanon Raingarden</b>					
15.1	General Maintenance Visit	Each	10		
15.2	Hardwood Mulch – Supply and Install	C.Y.	12		
15.3	Hardwood Mulch – Installation Only	C.Y.	12		
15.4	Seasonal Pruning	Lump Sum	1		
15.5	Preemergent Herbicide	Each	2		
<b>Site 16 Marion and Lafayette Raingarden</b>					
16.1	General Maintenance Visit	Each	10		
16.2	Hardwood Mulch – Supply and Install	C.Y.	13		
16.3	Hardwood Mulch – Installation Only	C.Y.	13		
16.4	Seasonal Pruning	Lump Sum	1		
16.5	Preemergent Herbicide	Each	2		
<b>Site 17 4<sup>th</sup> and Center Raingarden</b>					
17.1	General Maintenance Visit	Each	10		
17.2	Hardwood Mulch – Supply and Install	C.Y.	18		
17.3	Hardwood Mulch – Installation Only	C.Y.	18		
17.4	Seasonal Pruning	Lump Sum	1		
17.5	Preemergent Herbicide	Each	2		
<b>Site 18 4<sup>th</sup> and Clark Raingarden</b>					
18.1	General Maintenance Visit	Each	10		
18.2	Hardwood Mulch – Supply and Install	C.Y.	22		
18.3	Hardwood Mulch – Installation Only	C.Y.	22		
18.4	Seasonal Pruning	Lump Sum	1		
18.5	Preemergent Herbicide	Each	2		
<b>Site 19 5<sup>th</sup> and Clark Raingarden</b>					
19.1	General Maintenance Visit	Each	10		
19.2	Hardwood Mulch – Supply and Install	C.Y.	10		
19.3	Hardwood Mulch – Installation Only	C.Y.	10		
19.4	Seasonal Pruning	Lump Sum	1		
19.5	Preemergent Herbicide	Each	2		

				UNIT PRICE	Total
<b>Site 20 4<sup>th</sup> and Benton Raingarden</b>					
20.1	General Maintenance Visit	Each	10		
20.2	Hardwood Mulch – Supply and Install	C.Y.	20		
20.3	Hardwood Mulch – Installation Only	C.Y.	20		
20.4	Seasonal Pruning	Lump Sum	1		
20.5	Preemergent Herbicide	Each	2		
<b>Site 21 4<sup>th</sup> and Galena Raingarden</b>					
21.1	General Maintenance Visit	Each	10		
21.2	Hardwood Mulch – Supply and Install	C.Y.	12		
21.3	Hardwood Mulch – Installation Only	C.Y.	12		
21.4	Seasonal Pruning	Lump Sum	1		
21.5	Preemergent Herbicide	Each	2		
<b>Site 22 Phillips Park</b>					
22.1	General Maintenance Visit	Each	10		
22.2	Hardwood Mulch – Supply and Install	C.Y.	55		
22.3	Seasonal Pruning	Lump Sum	1		
22.4	Preemergent Herbicide	Each	2		
<b>General</b>					
23.1	Perennial Plants – 2” Plugs	Each	350		
23.2	Perennial Plants – No. 1 Container	Each	350		
23.3	Shrubs – No. 3 Container	Each	150		
23.4	Shrubs – No. 5 Container	Each	50		
23.5	Supplemental Watering	Unit	200		
<b>Bidder's Total Proposal for Anticipated Annual Maintenance =</b>					





(If an individual)

**Signatures**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

---

(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

(If a corporation)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_

President

Business Address \_\_\_\_\_

\_\_\_\_\_

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

**BIDDER'S CERTIFICATION**

I/We hereby certify that:

- 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 State of Illinois Department of Labor.~~
- 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 States Department of Labor.~~

~~Contractor shall check the box indicating that a copy of applicable program certification is attached.~~

- H. I/We have obtained IDOA prequalification as a licensed Pesticide Applicator as well as Pesticide Operator certifications for all employees that will be applying pesticides. I/We have obtained NWCG S-130/S-190 certification on prescription burn techniques, fire behavior, and smoke management.

Contractor shall check the box indicating that copies of the prequalification certifications are attached.

- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL \_\_\_\_\_

PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Subscribed and Sworn to

TELEPHONE (\_\_\_\_) \_\_\_\_\_

Before me this \_\_\_\_ day

FAX No. (\_\_\_\_) \_\_\_\_\_

of \_\_\_\_\_, 2024

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_

Notary Public

STATE OF ILLINOIS )

) 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
(Signature of Bidder's Executing Officer)

\_\_\_\_\_  
(Print name of Bidder's Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Notary Public

(SEAL)



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_
- 3) Address of Local Office: \_\_\_\_\_
- 4) City, State, Zip: \_\_\_\_\_
- 5) Company's Web Address: \_\_\_\_\_
- 6) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 7) County your Local Business is Located In: \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Sec. 2-410.-Prequalification; local bidder.**

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
  - a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
  - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
  - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

*Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.*

*Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.*

**Return completed application, with all required backup documentation to:  
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507  
Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)**

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_  
Initials: \_\_\_\_\_

**CITY OF AURORA**  
**BID 24-044**  
**LANDSCAPE MAINTENANCE OF RAIN GARDENS AND**  
**MISCELLANEOUS STORM BMPS**

**REFERENCES**  
**(Please Type)**

Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of Project \_\_\_\_\_

Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of Project \_\_\_\_\_

Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of Project \_\_\_\_\_

Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of Project \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**CITY OF AURORA**  
**BID 24-044**  
**LANDSCAPE MAINTENANCE OF RAIN GARDENS AND**  
**MISCELLANEOUS STORM BMPS**

**SUB-CONTRACTOR LIST**  
**(Please Type)**

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

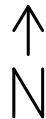
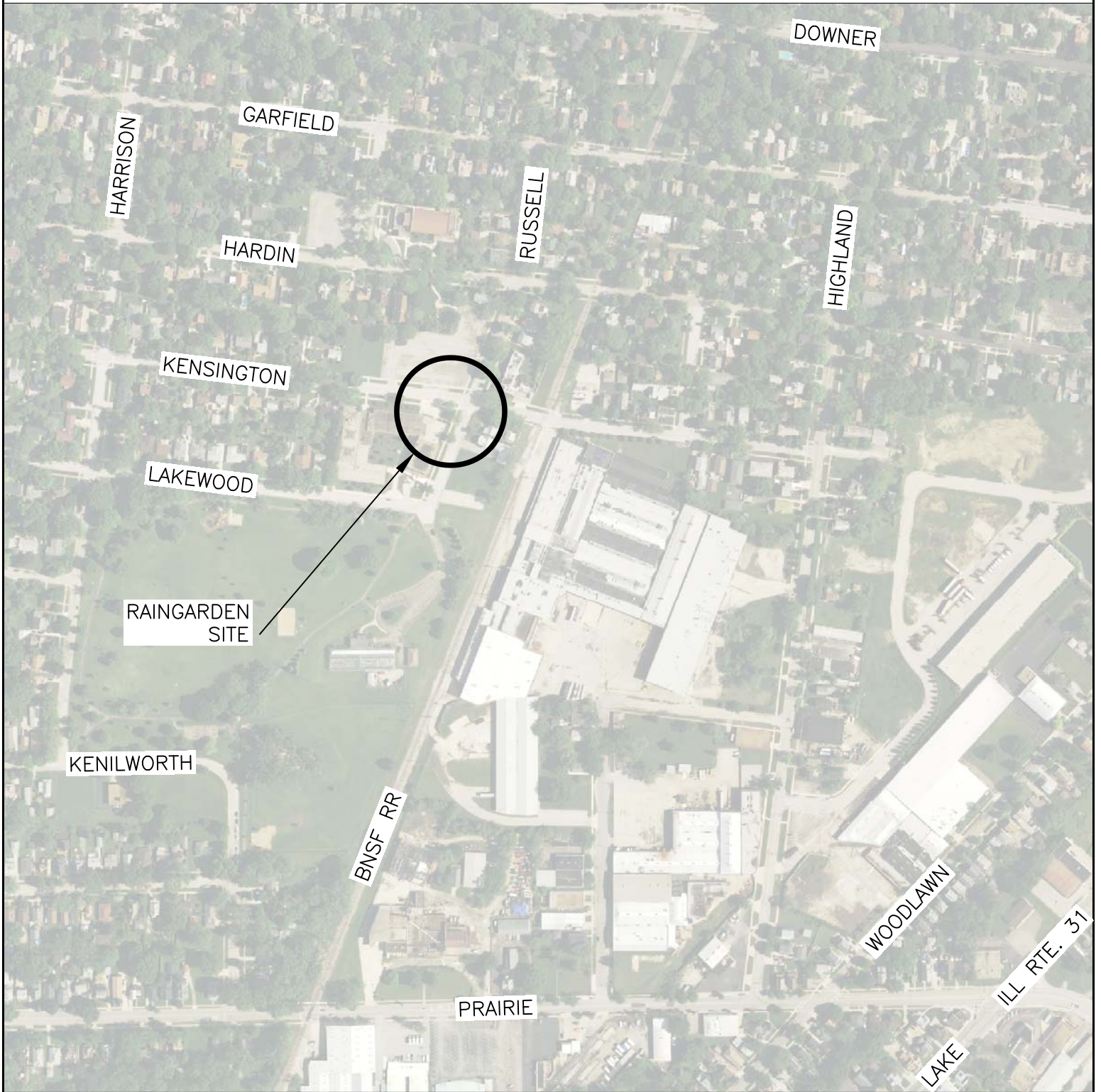
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

# LOCATION MAP

# KENSINGTON AND RUSSELL RAINGARDEN



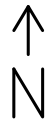
CITY OF AURORA  
ENGINEERING  
44 E. DOWNER PLACE

DRAWN BY: JJ  
DATE: 2/2016

APPROVED BY: KTM  
FILE NAME: MAINTENANCE

# LOCATION MAP

# SPRING STREET BIOSWALE



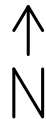
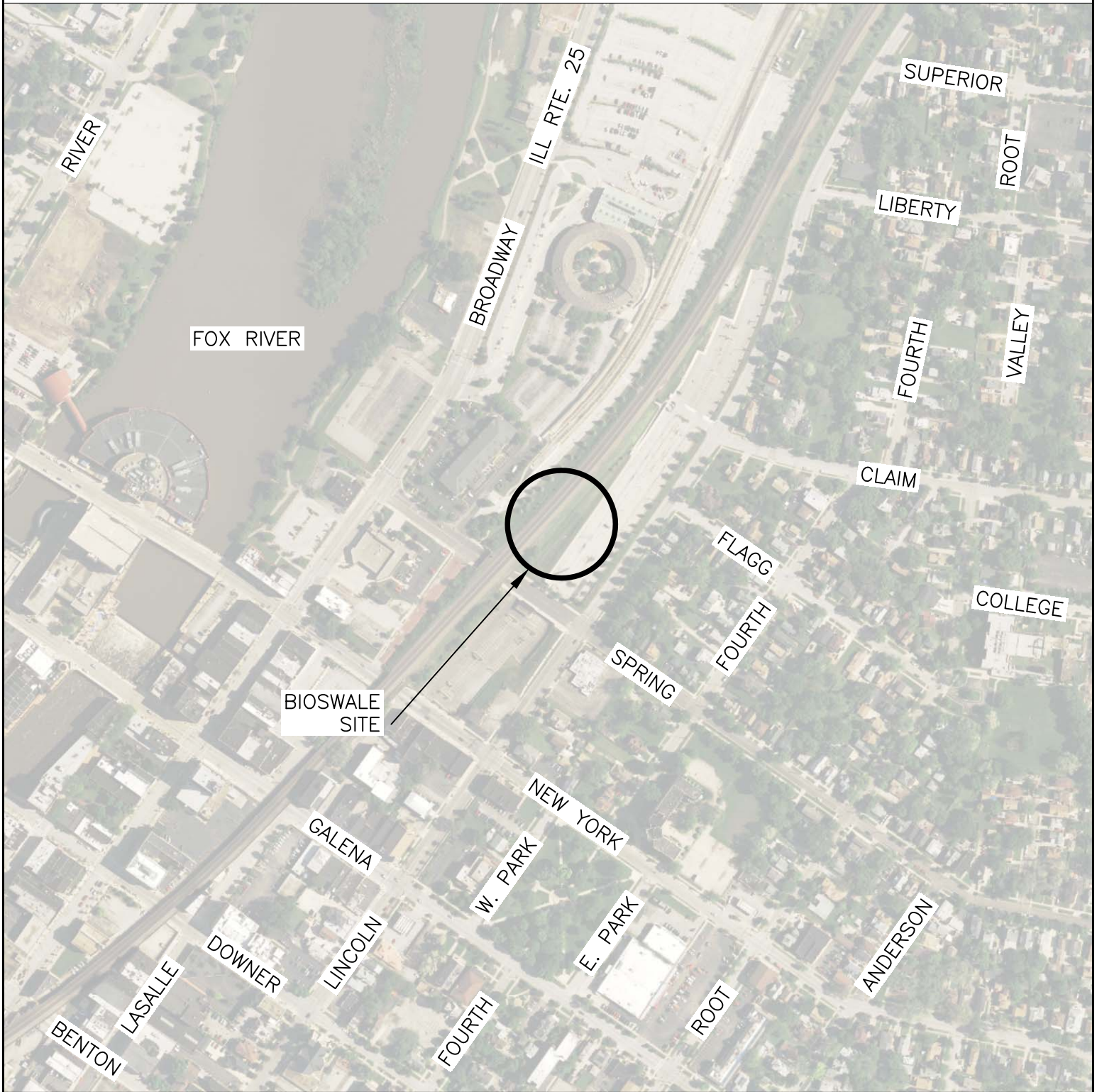
CITY OF AURORA  
ENGINEERING  
44 E. DOWNER PLACE

DRAWN BY:	JJ	APPROVED BY:	KTM
DATE:	2/2016	FILE NAME:	MAINTENANCE



# LOCATION MAP

# LINCOLN METRA BIOSWALE

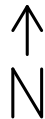
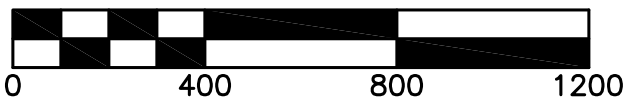
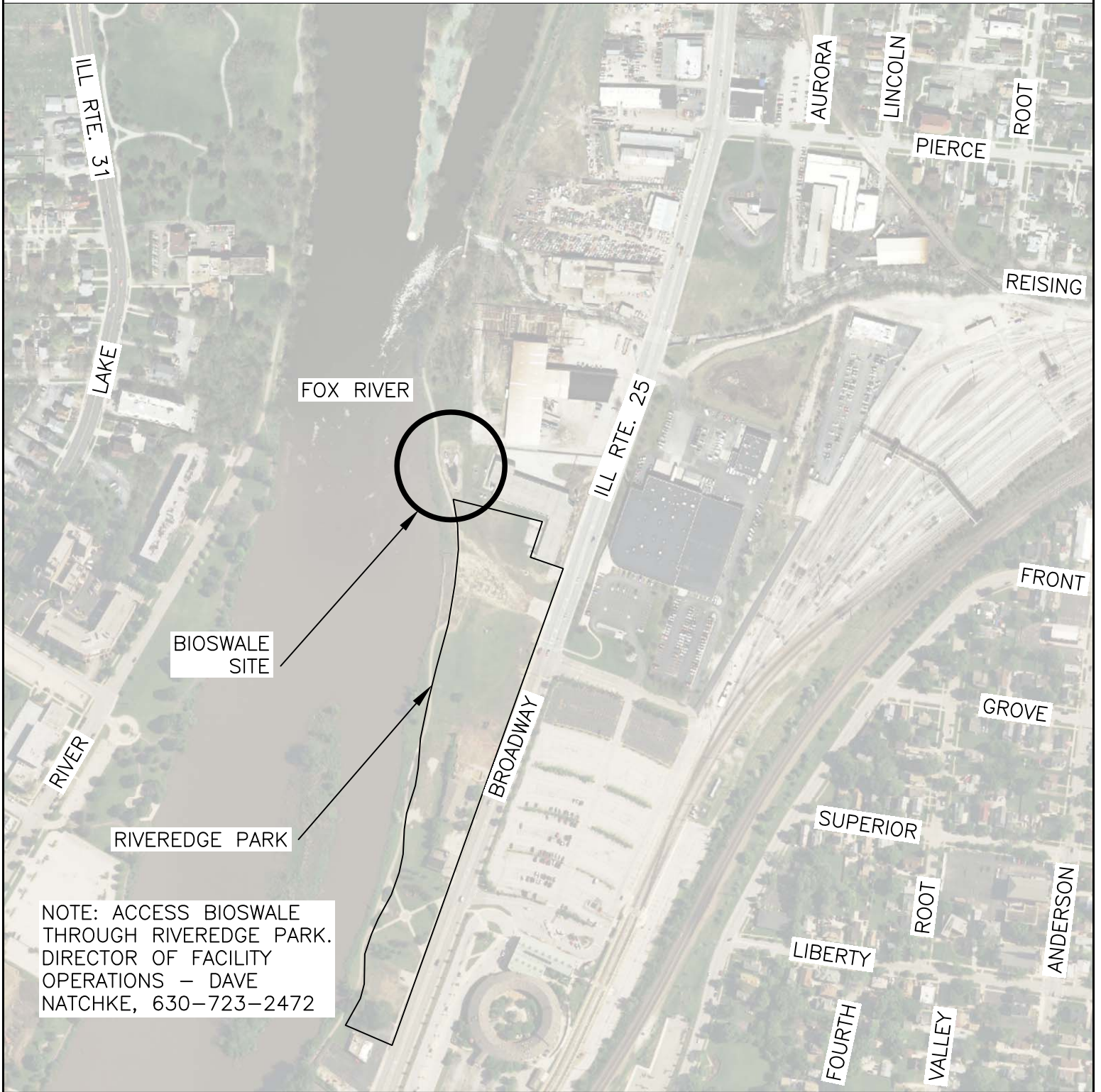


CITY OF AURORA  
ENGINEERING  
44 E. DOWNER PLACE

DRAWN BY:	JJ	APPROVED BY:	KTM
DATE:	2/2016	FILE NAME:	MAINTENANCE

# LOCATION MAP

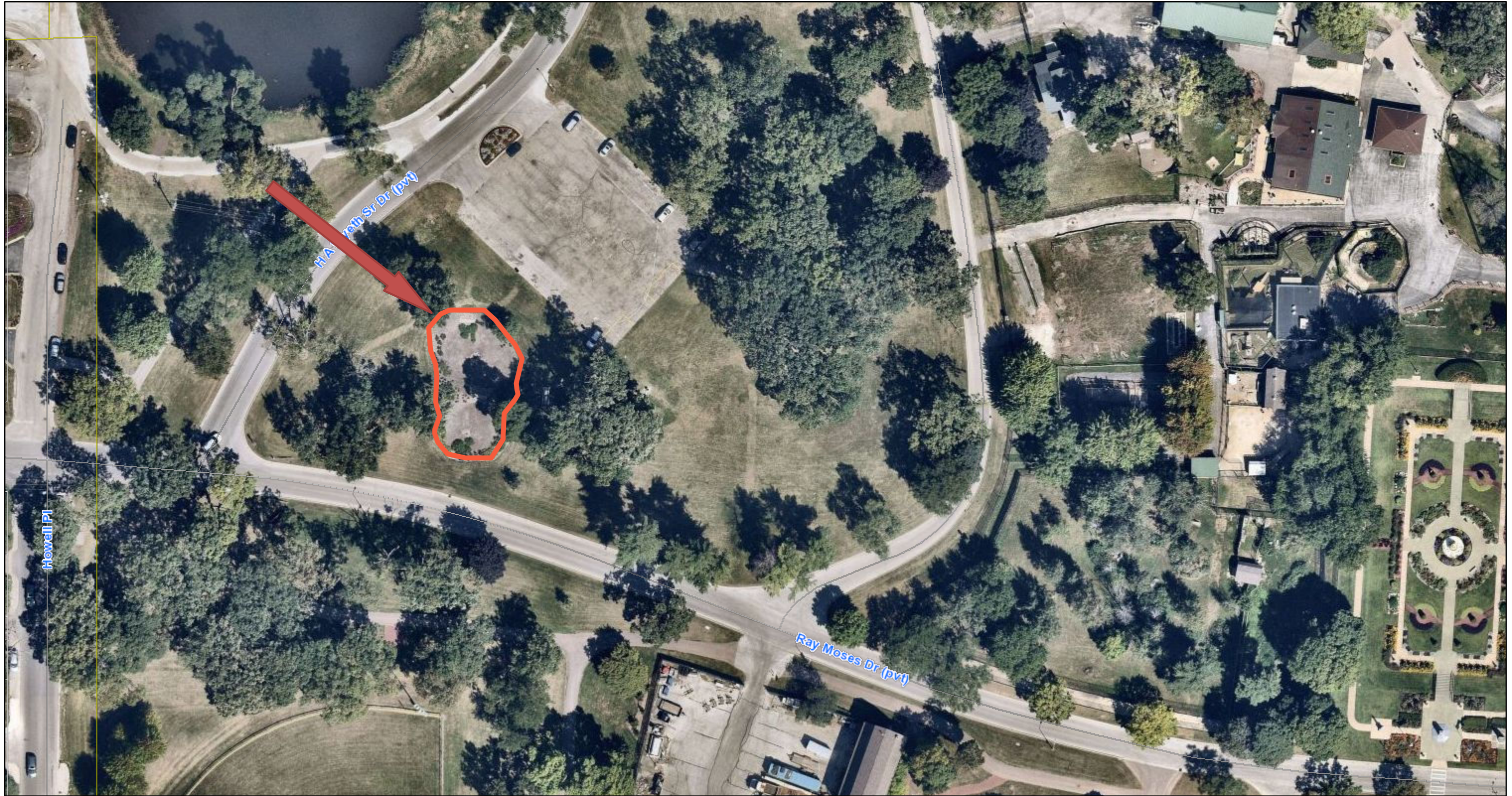
# RIVEREDGE PARK BIOSWALE



CITY OF AURORA  
 ENGINEERING  
 44 E. DOWNER PLACE

DRAWN BY:	JJ	APPROVED BY:	KTM
DATE:	2/2016	FILE NAME:	MAINTENANCE

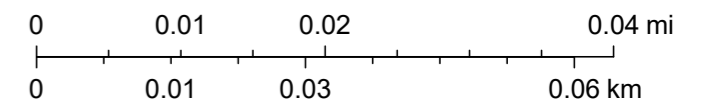
# Phillips Park Rain Garden



4/11/2024, 6:28:11 PM

1:1,128

- |                |              |                |                   |
|----------------|--------------|----------------|-------------------|
| Centerlines    | Montgomery   | Sugar Grove    | Fox River         |
| City Limits    | Naperville   | Unincorporated | Parcels           |
| Batavia        | North Aurora | Warrenville    | COA Owned Parcels |
| City of Aurora | Oswego       | Yorkville      |                   |



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Benton and 4th

Galena and 4th

Clark and 4th

4th and Center

Clark and 5th

Marion and Lebanon

Marion and Sexton

Marion and Lafayette

Simms and Logan

Simms and Lebanon

Simms and Douglas

Simms and Lafayette

Simms and 4th

Simms and Concord

Simms and Pearl

Euclid and Lebanon

Euclid and Lafayette

DOUGLAS