

PROPOSAL SUBMITTED BY:

W.E. Mundy Landscaping & Garden Center, Inc.

Contractors Name

1135 Mitchell Rd. Suite 100 Aurora, IL 60505

Address



SPECIFICATIONS AND PROPOSAL
17-29
FOR
2017 ANNUAL CITY LANDSCAPING
REPAIR & MAINTENANCE PROGRAM

PROPOSALS DUE

TUESDAY, JULY 18, 2017
AT 5:00 P.M.

CITY OF AURORA
ATTN: PROCUREMENT DIVISION
44 EAST DOWNER PLACE
AURORA, ILLINOIS

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City of Aurora

Procurement Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

CITY OF AURORA, ILLINOIS REQUEST FOR PROPOSAL 17-29 2017 ANNUAL CITY LANDSCAPING REPAIR & MAINTENANCE PROGRAM

The City of Aurora invites you to submit a Proposal for the 2017 Annual City Landscaping Repair & Maintenance Program for the City of Aurora, Illinois. Sealed Proposals will be received at the office of the Procurement Division, 44 East Downer Place, Aurora, Illinois 60507-2067 until 5:00 p.m., Tuesday, July 18, 2017.

The proposed work shall consist of landscape restoration of various locations in the City involving but not limited to: seeding and sod, tree, shrub, and groundcover planting, topsoil placement, mulching, supplemental watering, and may include some sidewalk, brick paver, fencing, and other appurtenant work related to landscaping as they arise throughout the City of Aurora.

The contract will begin in September 2017 and continue for two (2) years and four (4) months with two one-year extensions based on mutual agreement between the contractor and the City of Aurora.

Contractors shall submit one copy of their proposal in a sealed envelope with the words "City of Aurora 2017 Annual City Landscaping Repair & Maintenance Program" clearly marked on it. Proposals shall be submitted on the forms furnished and must contain the name of every person required.

The proposals shall be evaluated and ranked by the City of Aurora. Evaluations will consider completeness of unit prices submitted, individual item price cost, together with the equipment availability, labor availability, response time, qualifications and references, and previous experience record in this type of work. The selection will not be based on cost alone. The highest ranking firm(s) shall then be interviewed as part of the selection process.

Any person, firm, or corporation submitting a proposal must be eligible to obtain bonding to work within the public right-of-way. Prior to the start of work that may be assigned, appropriate bond documents must be on file with the Procurement Division Office of the City of Aurora.

The City of Aurora is an Equal Opportunity Employer and encourages qualified MBE/WBE landscaping firms to submit proposals.

Inquiries and/or questions pertaining specifications of the Request for Proposal package shall be completed in writing to the Procurement Division, purchasingdl@aurora-il.org by 12:00 pm CST, Monday, July 10, 2017. Questions may not be communicated by telephone. Questions received after this date will not receive a response.

Absolutely no informal inquiries shall occur regarding this RFP, including requests for information, or speculation between Proposer and any City elected official or employee other than that already specified.

A response to questions will be posted to the City's Website at <https://www.aurora-il.org/Bids.aspx> by 12:00 p.m. CST, Wednesday, July 12, 2017.

No proposal will be accepted by any contractor who has been delinquent or unfaithful in any former contract with the City of Aurora, or who is a defaulter as surety, or otherwise upon an obligation to the City of Aurora. A proposal may not be withdrawn after the opening.

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer 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.

CITY OF AURORA

A handwritten signature in black ink, appearing to read 'J. Coulter', is written over the printed name.

Jolene Coulter
Interim Director of Procurement

PROPOSAL

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

1. Proposal of W.E. Mundy Landscaping & Garden Center, Inc. for the improvement, designated in Paragraph 2 below, for the 2017 ANNUAL CITY LANDSCAPING REPAIR & MAINTENANCE PROGRAM.
2. The specifications for the proposed improvements are those prepared by the City of Aurora, Procurement and Engineering Divisions and are 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/she has carefully examined the proposals, specifications, form of contract, and special provisions, and that he/she is familiarized with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned understands and agrees the contract will begin September 1, 2017 and last for two (2) years and four (4) months with two one-year extensions based on mutual agreement between the contractor and the City of Aurora.**
6. The undersigned further understands and agrees that if this proposal is accepted, at the request of the City of Aurora, he/she is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work designated and to furnish all of the materials and labor required.
7. The undersigned further agrees that if the City of Aurora 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/she will perform the work as altered, increased or decreased, at the contract unit prices.
8. The undersigned further agrees that the Program Supervisor may, at any time during the progress of the work covered by this program, 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 proposal price for other items in this contract, shall be performed as extra work, and will accept as full compensation therefor the actual material cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications, provided such extra work does not exceed the maximum dollar limit whereby additional City Council approval is required. Amounts exceeding the maximum dollar amount will require issuance of a City Council resolution and a change order to the city purchase order.
9. The undersigned further agrees to begin work not later than ten (10) calendar days after the notification by the City of Aurora and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified by the Program Supervisor.

10. A City of Aurora purchase order must be issued by the City of Aurora Procurement Division prior to commencement of work as part of the notification process.

11. The undersigned submits herewith his/her schedule of unit prices covering the work to be performed under this contract, and understands that he/she must show in the schedule the unit prices for which he/she proposes to perform each item of work.

12. 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 commencement of work, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured.

13. The City of Aurora reserves the right to reject any or all of the proposals and to waive any and all irregularities and technicalities in any submitted proposal.

14. The undersigned of this proposal agrees that he/she has examined all sections of this Proposal and Specifications, 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 proposed for this condition of accessibility.

15. The undersigned further agrees that the unit prices submitted herewith are for the complete items to be constructed, including all labor, equipment, material and other necessary incidental work.

16. No proposal shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he/she has been previously engaged in the quality provision of services of the same character as those herein specified, and that he/she has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the proposed work.

17. No contract will be awarded to any proposer who has been delinquent or unfaithful in any former contract with the City, or who is a defaulter as surety or otherwise upon an obligation to the City.

18. The entire set of specifications shall be submitted with this proposal accompanied by one copy of the completed proposal items, equipment and hourly rates, letter of qualifications, references and vendor application packet.

W.E. Mundy Landscaping & Garden Center, Inc.

Contractors Name

1135 Mitchell Rd. Suite 100 Aurora, IL 60505

Address

WJ- (President)

Signature (Title)

7/18/2017

Date

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 or official of the City which would in any way be construed as unethical business practices.
- 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 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.
- E. The Bidder is not barred from bidding on the Program, 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, kickbacks, bribery or interference with public contract of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME W.E. Mundy Landscaping & Garden Center, Inc.

ADDRESS 1135 Mitchell Road Suite 100

CITY/STATE/ZIP CODE Aurora, Illinois 60505

NAME OF CORPORATE/COMPANY OFFICIAL Wallace E. Mundy

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE July 17, 2017

Subscribed and Sworn to

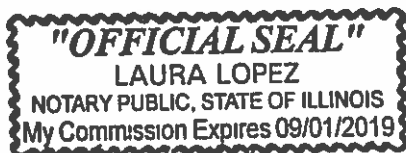
TELEPHONE (630) 896-6900

Before me this 17th day

FAX No. (630) 896-6929

of July, 2017

[Signature]
Notary Public



SCHEDULE OF PRICES					
City-Wide Landscape Restoration Program					
ITEM NO.	DESCRIPTION	Unit	Materials	Labor*	Fixed Unit Price
1	Seed, Class 1, Type 1	S.Y.	\$0.25	\$2.75	\$3.00
2	Seed, Class 1, Type 2	S.Y.	\$0.25	\$2.50	\$2.75
3	Seed, Class 1, Type 3	S.Y.	\$0.25	\$1.85	\$2.10
4	Seed, Class 1, Type 4	S.Y.	\$0.25	\$1.30	\$1.55
5	Seed, Class 1, Type 5	L.F.	\$0.10	\$1.00	\$1.10
6	Seed, Class 1, Type 6	S.Y.	\$0.20	\$0.50	\$0.70
7	Seed, Class 1, Type 7	S.Y.	\$0.20	\$0.30	\$0.50
8	Seed, Class 1A, Type 1	S.Y.	\$0.32	\$2.75	\$3.07
9	Seed, Class 1A, Type 2	S.Y.	\$0.32	\$2.50	\$2.82
10	Seed, Class 1A, Type 3	S.Y.	\$0.32	\$1.85	\$2.17
11	Seed, Class 1A, Type 4	S.Y.	\$0.32	\$1.30	\$1.62
12	Seed, Class 1A, Type 5	L.F.	\$0.12	\$1.00	\$1.12
13	Seed, Class 1A, Type 6	S.Y.	\$0.27	\$0.50	\$0.77
14	Seed, Class 1A, Type 7	S.Y.	\$0.27	\$0.30	\$0.57
15	Seed, Class Special, Type 1	S.Y.	\$0.27	\$2.75	\$3.02
16	Seed, Class Special, Type 2	S.Y.	\$0.27	\$2.50	\$2.77
17	Seed, Class Special, Type 3	S.Y.	\$0.27	\$1.85	\$2.12
18	Seed, Class Special, Type 4	S.Y.	\$0.27	\$1.30	\$1.57
19	Seed, Class Special, Type 5	L.F.	\$0.10	\$1.00	\$1.10
20	Seed, Class Special, Type 6	S.Y.	\$0.22	\$0.50	\$0.72
21	Seed, Class Special, Type 7	S.Y.	\$0.22	\$0.30	\$0.52
22	Seed, Class 4B, Type 1	S.Y.	\$0.70	\$9.00	\$9.70
23	Seed, Class 4B, Type 2	S.Y.	\$0.70	\$8.00	\$8.70
24	Seed, Class 4B, Type 3	S.Y.	\$0.70	\$5.00	\$5.70
25	Seed, Class 4B, Type 4	S.Y.	\$0.70	\$3.00	\$3.70
26	Seed, Class 4B, Type 6	S.Y.	\$0.70	\$2.00	\$2.70
27	Seed, Class 4B, Type 7	S.Y.	\$0.70	\$1.50	\$2.20
28	Mulch, Method 1, Type 1 (straw only)	S.Y.	\$0.10	\$0.40	\$0.50
29	Mulch, Method 1, Type 2 (straw only)	S.Y.	\$0.10	\$0.30	\$0.40
30	Mulch, Method 1, Type 3 (straw only)	S.Y.	\$0.10	\$0.30	\$0.40
31	Mulch, Method 1, Type 4 (straw only)	S.Y.	\$0.10	\$0.20	\$0.30
32	Mulch, Method 1, Type 5 (straw only)	L.F.	\$0.10	\$0.15	\$0.25
33	Mulch, Method 1, Type 6 (straw only)	S.Y.	\$0.10	\$0.12	\$0.22
34	Mulch, Method 1, Type 7 (straw only)	S.Y.	\$0.10	\$0.10	\$0.20
35	Mulch, Method 2, Procedure 2, Type 1 (crimped straw)	S.Y.	\$0.10	\$0.50	\$0.60
36	Mulch, Method 2, Procedure 2, Type 2 (crimped straw)	S.Y.	\$0.10	\$0.50	\$0.60
37	Mulch, Method 2, Procedure 2, Type 3 (crimped straw)	S.Y.	\$0.10	\$0.50	\$0.60
38	Mulch, Method 2, Procedure 2, Type 4 (crimped straw)	S.Y.	\$0.10	\$0.50	\$0.60
39	Mulch, Method 2, Procedure 2, Type 5 (crimped straw)	L.F.	\$0.07	\$0.50	\$0.57
40	Mulch, Method 2, Procedure 2, Type 6 (crimped straw)	S.Y.	\$0.08	\$0.38	\$0.46

ITEM NO.	DESCRIPTION	Unit	Materials	Labor*	Fixed Unit Price
41	Mulch, Method 2, Procedure 2, Type 7 (crimped straw)	S.Y.	\$0.08	\$0.25	\$0.33
42	Mulch, Method 2, Procedure 3, Type 1 (straw/Hydromulch)	S.Y.	\$0.50	\$2.95	\$3.45
43	Mulch, Method 2, Procedure 3, Type 2 (straw/Hydromulch)	S.Y.	\$0.50	\$2.95	\$3.45
44	Mulch, Method 2, Procedure 3, Type 3 (straw/Hydromulch)	S.Y.	\$0.50	\$2.50	\$3.00
45	Mulch, Method 2, Procedure 3, Type 4 (straw/Hydromulch)	S.Y.	\$0.50	\$2.00	\$2.50
46	Mulch, Method 2, Procedure 3, Type 5 (straw/Hydromulch)	S.Y.	\$0.25	\$1.20	\$1.45
47	Mulch, Method 2, Procedure 3, Type 6 (straw/Hydromulch)	S.Y.	\$0.50	\$1.70	\$2.20
48	Mulch, Method 2, Procedure 3, Type 7 (straw/Hydromulch)	S.Y.	\$0.30	\$1.25	\$1.55
49	Excelsior Blanket, Type 1	S.Y.	\$0.60	\$3.50	\$4.10
50	Excelsior Blanket, Type 2	S.Y.	\$0.60	\$3.50	\$4.10
51	Excelsior Blanket, Type 3	S.Y.	\$0.60	\$3.50	\$4.10
52	Excelsior Blanket, Type 4	S.Y.	\$0.60	\$3.00	\$3.60
53	Excelsior Blanket, Type 5	L.F.	\$0.30	\$1.70	\$2.00
54	Excelsior Blanket, Type 6	S.Y.	\$0.55	\$1.40	\$1.95
55	Excelsior Blanket, Type 7	S.Y.	\$0.55	\$1.40	\$1.95
56	Sod, Type 1	S.Y.	\$3.00	\$7.00	\$10.00
57	Sod, Type 2	S.Y.	\$3.00	\$6.00	\$9.00
58	Sod, Type 3	S.Y.	\$3.00	\$5.00	\$8.00
59	Sod, Type 4	S.Y.	\$3.00	\$3.50	\$6.50
60	Sod, Type 5	L.F.	\$2.00	\$2.00	\$4.00
61	Sod, Type 6	S.Y.	\$3.00	\$2.00	\$5.00
62	Sod, Type 7	S.Y.	\$3.00	\$2.00	\$5.00
63	Sod, Salt Tolerant, Type 1	S.Y.	\$3.70	\$7.00	\$10.70
64	Sod, Salt Tolerant, Type 2	S.Y.	\$3.70	\$6.00	\$9.70
65	Sod, Salt Tolerant, Type 3	S.Y.	\$3.70	\$5.00	\$8.70
66	Sod, Salt Tolerant, Type 4	S.Y.	\$3.70	\$4.00	\$7.70
67	Sod, Salt Tolerant, Type 5	L.F.	\$2.25	\$2.00	\$4.25
68	Sod, Salt Tolerant, Type 6	S.Y.	\$3.70	\$2.00	\$5.70
69	Sod, Salt Tolerant, Type 7	S.Y.	\$3.70	\$2.00	\$5.70
70	Topsoil Placement, Type 1	S.Y.	\$3.50	\$7.00	\$10.50
71	Topsoil Placement, Type 2	S.Y.	\$3.50	\$7.00	\$10.50
72	Topsoil Placement, Type 3	S.Y.	\$3.50	\$6.00	\$9.50
73	Topsoil Placement, Type 4	S.Y.	\$3.00	\$5.75	\$8.75
74	Topsoil Placement, Type 5	L.F.	\$1.00	\$1.00	\$2.00
75	Topsoil Placement, Type 6	S.Y.	\$3.00	\$4.00	\$7.00
76	Topsoil Placement, Type 7	S.Y.	\$3.00	\$4.00	\$7.00
77	Pulverized Topsoil Placement, Type 1	S.Y.	\$4.00	\$6.50	\$10.50
78	Pulverized Topsoil Placement, Type 2	S.Y.	\$4.00	\$6.50	\$10.50
79	Pulverized Topsoil Placement, Type 3	S.Y.	\$4.00	\$5.00	\$9.00
80	Pulverized Topsoil Placement, Type 4	S.Y.	\$4.00	\$4.50	\$8.50
81	Pulverized Topsoil Placement, Type 5	L.F.	\$1.00	\$1.00	\$2.00
82	Pulverized Topsoil Placement, Type 6	S.Y.	\$3.50	\$3.75	\$7.25
83	Pulverized Topsoil Placement, Type 7	S.Y.	\$3.50	\$3.75	\$7.25

ITEM NO.	DESCRIPTION	Unit	Materials	Labor*	Fixed Unit Price
84	Supplemental Watering (Turf)	Unit	\$5.00	\$100.00	\$105.00
85	Supplemental Watering (Tree)	Unit	\$5.00	\$995.00	\$1,000.00
86	Shade Tree, Type I, (1-10)	Each	COA	\$100.00	\$100.00
87	Shade Tree, Type I, (11-50)	Each	COA	\$95.00	\$95.00
88	Shade Tree, Type II, (1-10)	Each	COA	\$155.00	\$155.00
89	Shade Tree, Type II, (11-50)	Each	COA	\$150.00	\$150.00
90	Groundcover and Annuals (1-10)	Each	COA	\$2.00	\$2.00
91	Groundcover and Annuals (11-50)	Each	COA	\$1.75	\$1.75
92	Perennials (1-10)	Each	COA	\$6.00	\$6.00
93	Perennials (11-50)	Each	COA	\$5.50	\$5.50
94	Shrub, Deciduous, Type I, (1-10)	Each	COA	\$20.00	\$20.00
95	Shrub, Deciduous, Type I, (11-50)	Each	COA	\$19.00	\$19.00
96	Shrub, Deciduous, Type II, (1-10)	Each	COA	\$20.00	\$20.00
97	Shrub, Deciduous, Type II, (11-50)	Each	COA	\$19.00	\$19.00
98	Shrub, Evergreen, Type I, (1-10)	Each	COA	\$20.00	\$20.00
99	Shrub, Evergreen, Type I, (11-50)	Each	COA	\$19.00	\$19.00
100	Shrub, Evergreen, Type II, (1-10)	Each	COA	\$20.00	\$20.00
101	Shrub, Evergreen, Type II, (11-50)	Each	COA	\$19.00	\$19.00
102	Evergreen Tree, Type I, (1-10)	Each	COA	\$130.00	\$130.00
103	Evergreen Tree, Type I, (11-50)	Each	COA	\$100.00	\$100.00
104	Evergreen Tree, Type II, (1-10)	Each	COA	\$130.00	\$130.00
105	Evergreen Tree, Type II, (11-50)	Each	COA	\$100.00	\$100.00
106	Mulch, (Shredded Hardwood)	S.Y.	\$2.80	\$3.35	\$6.15
107	Mulch, (Furnished by City)	S.Y.	COA	\$3.35	\$3.35
108	Mowing	Hour		\$50.00	\$50.00
109	Spoil Removal	C.Y.		\$50.00	\$50.00
110	Minimum Charge	Each		\$35.00	\$35.00
111	Temporary Staging	C.Y.		\$50.00	\$50.00
112	Non-Special Waste Disposal	Ton		\$50.00	\$50.00
113	Special Waste Disposal	Ton		\$75.00	\$75.00
	Legend				
Type 1	1 -10 UNITS				
Type 2	11 - 50 UNITS				
Type 3	51 - 200 UNITS				
Type 4	Over 200 UNITS				
Type 5	Restoration along Walks & Curbs, 1' Wide				
Type 6	Over 1000 UNITS				
Type 7	Over 5000 UNITS				
	S.Y. = Square Yard				
	C.Y. = Cubic Yard				
	L.F. = Lineal Foot				
	HR. = Hour				

DEFINITION OF TERMS

Wherever in these specifications the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Abbreviations - The following abbreviations are to be construed the same as the respective expressions represented:

AAN	American Association of Nurserymen
ASHTO	American Association of State Highway and Transportation Officials
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials

Contract - The written Agreement of Offer to Contract between the City of Aurora and the Landscaper setting forth obligations of the parties there under, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The Contract shall be in full force and affect from the date of the written Notice to Proceed.

Landscaper/Contractor - The individual, firm, partnership or corporation contracting with the City for performance of prescribed work or its designated Subcontractor.

Program Supervisor - The designated representative of the City of Aurora Department or Division that initiates the work request and is responsible for execution of the work.

Equipment - All machinery, tools, etc. together with the necessary supplies for maintenance and operation necessary for the proper construction and acceptable completion of the work.

Materials - Any substances specified for use in this program and its appurtenances.

Median - The portion of a divided highway separating the traveled ways for traffic in opposite directions.

Owner - The titleholder of a parcel of real estate upon which the Work is performed.

Pavement Structure - The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

Pay Item - A specifically described unit of work for which a price is provided in the contract.

Right-of-Way - A general term denoting land, property, or interest therein, usually in a strip acquired for or devoted to utility installation.

Roadbed - The graded portion of a highway or street prepared as a foundation for the pavement structure and shoulders.

Roadside - A general term denoting the area adjoining the outer edges of the roadway.

Roadway - The portion of the right-of-way within limits of construction.

Shoulder - The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

Sidewalk - That portion of the roadway primarily constructed for the use of pedestrians. It may also include areas outside the right-of-way that due to the nature of the Work, are part of or become part of the Contract.

Specifications -The body of directions, provisions and requirements contained herein, or in any supplement or publication adopted by the City, together with written agreements and all documents of any description made or to be made, pertaining to the method or manner of performing the Work, the quantities, or the quality of materials to be furnished under the Contract.

Standard Specifications- The Illinois Department of Transportation "Standard Speciation for Road and Bridge Construction" Latest Edition, "The City of Aurora Standard Specifications for Construction," and "The City of Aurora Arboricultural Specifications."

Subcontractor - An individual, firm, partnership or corporation who, with the written consent of the Engineer, assumes obligation for performing specified work.

Subgrade - The top surface of a roadbed upon which the pavement structure and shoulders are constructed. It shall also be designated as any surface that supports the final structure, grade, earthen layer or landscaping operations, excluding topsoil.

Traffic Control Plan - Those portions of the contract specifications having to do with temporary traffic control in conformance with the manual of Uniform Traffic Control Devices, most current edition.

Utility - The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, electricity, light, heat, natural gas, crude products, water, steam, waste or storm or potable water, or any other commodity or any part thereof. The term "utility" or its plural shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary, or in the case of a municipality, any of its departments, facilities or property.

Work - Work shall mean the furnishing of all labor, materials, equipment, supervision and any other incidentals necessary or convenient to the successful completion of the program and any and all Contract duties and obligations whether imposed, implied or specifically denoted. When referred to in context as "the work" it shall mean the duties, responsibilities and execution of the Contract Documents and associated work.

SPECIAL PROVISIONS

SCOPE OF WORK:

Each item of work shall consist of all labor, materials, and equipment necessary to complete all work required as detailed in the Special Provisions at each location where required. All work shall be done in accordance with the Standard Specifications for Road and Bridge Construction adopted January 1, 2016 by the State of Illinois, the City of Aurora Standard Specifications for Improvements, and the City of Aurora Arboricultural Specifications. In case of a conflict with any part or parts of said Specifications, the City of Aurora Arboricultural Specifications shall take precedence followed by the City of Aurora Standard Specifications and then the Standard Specifications for Road and Bridge Construction in that order, shall govern.

The City of Aurora reserves the right to purchase our own planting/tree materials from time to time for various locations covered by this Agreement.

At times it may become necessary to include some sidewalk, brick paver, fencing, and other appurtenant work related tasks resulting from repair or maintenance activities performed throughout the City of Aurora. This work shall be paid for at the material cost plus the contractors applicable Hourly Equipment and Labor Rate submitted as part of this proposal.

It is the intent of the City of Aurora to select a single qualified Landscaper readily available to be utilized for the repair and maintenance of landscaping as requested by various City Departments. The successful contractor will be required to have the experience, equipment and labor force necessary to perform the required work. A Schedule of Prices is requested for the various items of work and materials anticipated to be needed in the performance of the various restoration locations. These prices, together with the Equipment Availability, Labor Availability, Response Time, References and Previous Experience Record will be used to evaluate and select the approved successful contractor. The selection will not be based on cost alone.

DESCRIPTION OF WORK:

This program consists of the application and, fine grading of topsoil, or pulverized topsoil when directed by the Program Supervisor, fertilizing, seeding, and/or sodding as required, the planting of trees and shrubs at various locations throughout the City, and supplemental watering of landscaping as requested by various City Departments. It is the intent of this program to establish a Landscaper with set pay items to enable the City to complete restoration which can't be performed in-house as the need arises.

The Landscaper has 14 calendar days to completely restore a site once notified by the Program Supervisor, regardless of workload or weather.

When the Program Supervisor notifies the contractor of a site requiring immediate restoration, the Landscaper will restore the site within three (3) calendar days.

The Landscaper is responsible for providing all labor, material, equipment and supervision necessary to perform the work at designated locations as directed by the Program Supervisor. The landscaper assumes the responsibility for the work, including but not limited to all elements of the work, operation, equipment, and conduct of crews. The Landscaper shall perform the work in accordance with all municipal, county, state and federal laws. All work shall be performed in accordance with the standard principles established for such work. The landscaper shall dispose of all debris resulting from his work and shall leave the work area in a clean and acceptable condition.

RESPONSIBILITY OF WORK:

During the progress of the Work the Landscaper shall assume total risk and liability and will be responsible for any and all damages to the Work, or to persons or property caused by, or in any way resulting from doing the work.

QUALITY ASSURANCE:

General: Landscape materials shall be shipped with certificates of inspection required by governing authorities.

Substitutions: If specified landscape material is not obtainable, proof of the unobtainability shall be submitted to the Program Supervisor, together with a proposal for use of equivalent material.

Analysis and Standards: Standard products shall be packaged with manufacturer's certified analysis. For other materials, analysis shall be provided by a recognized laboratory, made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

SUBMITTALS:

Certification: The following certifications shall be submitted.

1. Manufacturer's or vendors certified analysis for soil amendments and fertilizer materials.
2. Seed vendor's certified statement shall be submitted for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species.

DELIVERY, STORAGE AND HANDLING:

Packaged Materials: Packaged materials shall be delivered in containers showing weight, analysis and name of manufacturer. Materials shall be protected from deterioration during delivery, and while stored at site.

Sod: Delivery time shall be timed so that sod will be delivered within 24 hours of stripping. Sod shall be protected against drying and breaking.

JOB CONDITIONS:

It is anticipated that the landscape work will begin as rapidly as portions of sites become available, working within seasonal limitations for each kind of landscape work as required.

SPECIAL PROGRAM WARRANTY:

Warranty: All seeding and sodding shall be warranted by the Contractor to be true to name and in a vigorous growing condition through one growing cycle including one summer and winter season. Areas not showing a close uniform stand of healthy specified grasses at the end of the warranty period shall be replaced and maintained until acceptance.

SOIL AMENDMENTS:

Lime: Natural dolomite limestone containing not less than 80% of total carbonates with a minimum of 30% magnesium carbonates, ground so that not less than 80% passes a no. 8 mesh sieve.

Aluminum Sulfate: Commercial grade.

Peat Humus: FS Q-P-166 decomposed peat with no identifiable fibers and with ph range suitable for intended use.

Bone meal: Commercial, raw, finely ground; 4% nitrogen and 20% available phosphoric acid.

Sand: Clean, washed sand, free of toxic materials.

Perlite: Conforming to National Bureau of Standards PS 23.

Vermiculite: Horticultural grade, free of toxic materials.

Sawdust: Rotted sawdust, free of chips, stones, sticks, and soil or toxic substances and with 7.5 lbs. Nitrogen uniformly mixed into each cubic yard of sawdust.

Manure: Well rotted, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.

Vegetative Mulch: Vegetative mulch for seeded areas shall be a high quality, air dried straw of wheat, rye, or oats, beans or other approved straw, and shall be free from Johnson grass, broom sedge, noxious weeds and seed seeds detrimental to growth of grass.

Water: Water shall be free from oil, acid, alkali, salts, and other harmful substances.

Commercial Fertilizer: Fertilizer shall be a composition recommended by a local County Agricultural Agent or State Agricultural Extension Service or a pre-mixed 10-10-10 mixture.

GRASS MATERIALS:

Seed: Seed shall be new crop seed furnished in standard sealed containers bearing seed tags showing purity, germination and weed seed content. The seed shall be reasonable free of wild onion, Canadian thistle, Johnson grass, crab grass and seeds of other noxious weeds. Weed content shall not exceed 1 percent.

Seed mixtures shall be in accordance with IDOT Standard Specifications 250.07.

Sod: Sod shall be either field or nursery grown that is native to the locality of the program. The Contractor shall obtain the Program Supervisor's approval of the source of the sod prior to cutting the sod.

The consistency of sod shall be such that it will not break, crumble or tear during handling and placing. Sod shall be reasonably free of stones, crab grass, noxious weeds, and other objectionable plants or substances injurious to plant growth.

Sod shall have at least one inch of soil adhering firmly to the roots and cut in rectangular pieces with the shortest side not less than 12 inches. At time of cutting the sod the grass shall be mowed to a height not less than two inches or more than four inches.

Sod cut for more than 48 hours shall not be used without the approval of the Program Supervisor.

EXECUTION:

Preparation for Planting:

Soil shall be tilled to a minimum depth of 3". Stones over ¾" in any dimension and sticks, roots, rubbish and other extraneous matter shall be removed prior to any sod placement. Areas shall be planted promptly after preparation. Sod thickness shall be provided for in areas to be sodded.

Lime, if required, shall be applied at least 7 days before applying fertilizer and spread uniformly in sufficient quantity to produce a pH of 6.5 in the soil. Lime shall be worked thoroughly into the soil to a depth of three inches.

Fertilizer shall be applied at a rate of 20 pounds per 1,000 square feet and thoroughly mix into the upper 2" of soil. The application of fertilizer shall be delayed if lawn planting will not follow within a few days.

Prepared areas shall be moistened before planting if soil is dry. Areas shall be watered thoroughly and surface moisture shall be allowed to dry before planting.

Seeding:

Wet seed or seed which is moldy or otherwise damaged in transit or storage shall be rejected.

Seed shall be spread using a spreader or seeding machine. Seeding by hand will not be allowed except in small areas. Seeding shall not be done when the wind velocity exceeds 5 miles per hour. Seed shall be spread evenly over an entire area by sowing equal quantity in two directions at right angles to each other.

Seed shall be spread at the specified rate, raked lightly into the top 1/8" of soil, lightly rolled and watered with a fine spray. Seeded slopes shall be protected against erosion with erosion blankets or other methods approved by the Program Supervisor.

Tree Planting:

- a) Auger pit and scarify walls of planting pit with shovel (auger pit shall be larger in diameter than the tree root ball and not drilled too deep)
- b) Place tree in center of pit
- c) Cut twine from trunk of tree and pull burlap away from trunk
- d) Backfill tree with existing excavation and lightly compact soil in pit
- e) Build watering ring around tree
- f) Apply 3" of mulch
- g) Apply initial 10-15 gallons to tree
- h) Perform supplemental watering (tree) as directed by program supervisor

SODDING:

Sod shall be laid to form a solid mass with tightly fitted joints. Ends and sides of sod strips shall not be overlapped. Strips shall be staggered to offset joints in adjacent courses and tamped or roll lightly to ensure contact with sub grade. Sifted soil shall be worked into minor cracks between pieces of sod.

Sod shall be anchored on slopes with wood pegs to prevent slippage.

Sod shall be thoroughly watered with a fine spray immediately after planting.

PROTECTION OF WORK:

Newly seeded and sodded areas shall be protected from all traffic by erecting temporary fences and or signs. Slopes shall be protected from erosion. All damaged work shall be properly and promptly repaired.

CLEANUP:

At the time of final inspection of work, but before final acceptance, all debris, rubbish, excess materials, tools, and equipment shall be removed from the site.

INSPECTION OF WORK:

The City of Aurora shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall give the City of Aurora timely notice of readiness for inspection of any work to be covered. If any Work should be covered without the approval or consent of the City of Aurora, it must, if so required by the City of Aurora, be uncovered for examination at the Landscaper's expense.

LIMITS OF THE WORK:

At each location where work is to be done, the Program Supervisor shall mark the limits of the Work, or shall otherwise inform the Landscaper of the limits of the proposed work.

Any damage or destruction performed beyond the construction limits shall be repaired at the contractor's expense.

PARTIAL PAYMENTS:

The Landscaper may request partial payment once a month if the request and the billing is submitted to the Program Supervisor at least ten (10) business days prior to the regular City Council meetings which are held on the second and fourth Tuesdays of the month. Waivers must be furnished with each submittal. There will be no retention held but all work done will be guaranteed as specified below. Pay estimates will not be processed when the amount requested is less than one thousand (1,000.00) dollars except for the final payment. The Landscaper shall be paid by check or electronic funds transfer as the work progresses.

GUARANTEE AND MAINTENANCE OF WORK:

If, after the approval of final payment for each section of work, and prior to the expiration of one (1) year after the date of said final payment, or such longer period as may be prescribed by law or by terms of an applicable special guarantee required by the Contract Documents, any work is found to be defective, the contractor shall promptly, without cost to the Owner, remove it from the site and replace it with non-defective work. This will NOT apply to the trees furnished by the City. If material furnished by the City is found to be defective by the Landscaper prior to planting, it shall be brought to the attention of the Program Supervisor.

TREE PLANTING - ONE YEAR REPLACEMENT GUARANTEE:

Trees supplied by the Landscaper shall be guaranteed for a period of one year.

If, after the inspection by the City Arborist during the late Spring of the year following the Fall tree planting, any tree is found to be defective, the contractor shall promptly, without cost to the Owner, remove it from the site and replace it with non-defective work.

SEED CLASS 1, 1A, 4B, AND SPECIAL:

This work shall consist of seeding by hydraulic seeder or other approved method at the locations designated by the Program Supervisor in accordance with the applicable portions of Section 250 of the "Standard Specifications for Road and Bridge Construction", as specified herein and as directed by the Program Supervisor.

The Landscaper shall seed those areas disturbed by the excavation of the existing street, sidewalk, and any other structures. Locations that require landscaping to correct the grade to provide for positive drainage, as directed by the Program Supervisor, shall also be seeded.

Seed mixtures shall be in accordance with Section 250.07 Table 1 of the “Standard Specifications for Road and Bridge Construction”.

The seed mixture for “Seeding, Class Special shall consist of the following blend:

<u>By Weight</u>	<u>Type</u>	<u>Purity</u>	<u>Germination</u>
30%	Kentucky Blue Grass	85%	80%
50%	Perennial Rye Grass (Fine Textured)	90%	85%
20%	Creeping Red Fescue	80%	85%

The blend mix shall be submitted and approved by the Program Supervisor prior to the application of the seed.

Fertilizer containing nitrogen, Phosphorus, and Potassium shall be applied to the prepared areas at a 5-10-5 ratio and a rate of 20 pounds per 1000 square feet prior to seeding as directed by the Program Supervisor. Fertilizer will not be paid for separately but shall be considered incidental to seeding.

Within 24 hours of seeding, mulch shall be applied in accordance with Section 253.03 of the “Standard Specifications for Road and Bridge Construction” at a rate approved by the Program Supervisor. Mulching will be paid for separately under a separate pay item.

This work will be paid for at the contract unit price per square yard for Seeding of the type specified, which price shall include all labor, material, and equipment necessary to complete the work as specified herein and to the satisfaction of the Program Supervisor.

SOD AND SOD, SALT TOLERANT:

Sodding shall be in accordance with section 252 of the “Standard Specifications for Road and Bridge Construction”.

Fertilizer containing Nitrogen, Phosphorus, and Potassium shall be applied to the prepared areas at a 5-10-5 ratio and a rate of 20 pounds per 1000 square feet prior to sodding as directed by the Program Supervisor. Fertilizer will not be paid for separately but shall be considered incidental to sodding.

This work will be paid for at the contract unit price per square yard for Sod or Sod, Salt Tolerant, which price shall include all labor, material, and equipment necessary to complete the work as specified herein and to the satisfaction of the Program Supervisor.

All areas to be seeded or sodded shall be watered once immediately upon completion of the work which shall be included in the unit cost proposal for the various item. Additional watering shall be done at the discretion of the Landscaper with the approval of the Program Supervisor. Additional watering shall be paid for as defined in Supplemental Watering.

MEASUREMENT AND PAYMENT:

All work done within the limits as described, shall be paid for at the proposal unit prices submitted by the Landscaper. The City of Aurora shall measure the work in accordance with the units for the item of work involved.

The Landscaper will be required to submit invoices to the City of Aurora on a location by location basis for all authorized work done and at the applicable unit prices. This is necessary to track various Departmental charges within the City.

TOPSOIL PLACEMENT AND PULVERIZED TOP SOIL PLACEMENT:

This item shall consist of the furnishing and placing either topsoil or pulverized topsoil to a depth of no less than 4 inches, final grading to meet existing, and all seed bed preparation necessary to place seed or sod.

This item will be paid for at the contract unit price per SQUARE YARD for Topsoil or Pulverized Topsoil Placement, which price shall be payment in full for all materials, labor, and equipment necessary to complete this work in accordance with these specifications and to the satisfaction of the Program Supervisor.

The above items consisting of SEED (Class 1), SEED (Class 1A), SEED (Class Special), SOD, SOD (Salt Tolerant), TOPSOIL PLACEMENT AND PULVERIZED TOPSOIL PLACEMENT as well as MULCH (Method 1), MULCH (Method 2/Procedure 2), MULCH (Method 2/Procedure3), MULCH, Method 3 and EXCELSIOR BLANKET, which have been specified elsewhere in the specifications, have been broken down into various types, depending upon the size of the area to be restored. The types and areas are as follows:

TYPE	AREA (In S.Y.)
1	0 – 10
2	11 – 50
3	51 - 200
4	Over 200
5	Restoration for Sidewalk and Curb & Gutter Construction (1" Wide)
6	Over 1,000
7	Over 2,000

SUPPLEMENTAL WATERING:

Supplemental watering may be required prior to acceptance of the work. Supplemental watering shall be performed at the discretion of the Landscaper with the approval of the Program Supervisor and shall be applied at the rate specified by the Program Supervisor within 24 hours of notice. Supplemental watering may be performed during the establishment or any time prior to final acceptance of the work. Supplemental watering of trees shall result in a minimum of 10 gallons of water applied to each tree.

This work will be paid for at the contract unit price per UNIT (1,000 gallons) for Supplemental Watering, of the type specified which price shall include all labor, material, and equipment necessary to complete the work as specified herein and to the satisfaction of the Program Supervisor.

SHADE TREE, TYPE I (1-10), SHADE TREE, TYPE I (11-50):

This item of work shall consist of all labor and equipment required for the installation of shade trees of the type specified, in accordance with the Arboricultural Specifications Manual, by the Program Supervisor. It will not include the tree itself. The tree will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor. Trees shall be 1 ½" caliper per AAN specifications.

This item will be paid for at the contract unit price per EACH for SHADE TREE, TYPE I (1-10) OR SHADE TREE, TYPE I (11-50), which price shall include all work required for installation of the number and type of trees specified.

SHADE TREE, TYPE II (1-10), SHADE TREE, TYPE II (11-50):

This item of work shall consist of all labor and equipment required for the installation of shade trees of the type specified, in accordance with the Arboricultural Specifications Manual, by the Program Supervisor. It will not include the tree itself. The tree will either be supplied by the City or will be paid for separately if

furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor. Trees shall be 2 ½" caliper per AAN specifications.

This item will be paid for at the contract unit price per EACH for SHADE TREE, TYPE II (1-10) or SHADE TREE, TYPE II (11-50), which price shall include all work required for installation of the number and type of trees specified.

GROUNDCOVER AND ANNUALS:

This item of work shall consist of all labor, equipment, topsoil, fertilizer, and soil amendments required for the installation of groundcover and annuals of the type specified by the Program Supervisor. Plant stock will be in 3" pots. Plant material will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor.

This item will be paid for at the contract unit price per EACH for GROUNDCOVER AND ANNUALS (1-10) OR GROUNDCOVER AND ANNUALS (11-50), which price shall include all work required for installation of the number and type of plants specified.

PERENNIALS:

This item of work shall consist of all labor, equipment, topsoil, fertilizer, and soil amendments required for the installation of perennials of the type specified by the Program Supervisor. Plant stock will be in one gallon pots. Plant material will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor.

This item will be paid for at the contract unit price per EACH for PERENNIALS (1-10) OR PERENNIALS (11-50), which price shall include all work required for installation of the number and type of plants specified.

SHRUBS – DECIDUOUS, TYPE I (1-10), SHRUBS – DECIDUOUS, TYPE I (11-50):

This item of work shall consist of all labor, equipment, topsoil, fertilizer, and soil amendments required for the installation of deciduous shrubs of the type specified by the Program Supervisor. They shall be 18" to 24" in height per AAN specifications. Shrub material will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor.

This item will be paid for at the contract unit price per EACH for SHRUB – DECIDUOUS, TYPE I, (1-10) OR SHRUB – DECIDUOUS, TYPE I, (11-50), which price shall include all work required for installation of the number and type of shrubs specified.

SHRUB – DECIDUOUS, TYPE II (1-10), SHRUB – DECIDUOUS, TYPE II (11-50):

This item of work shall consist of all labor, equipment, topsoil, fertilizer, and soil amendments required for the installation of deciduous shrubs of the type specified by the Program Supervisor. They shall be 24" to 36" in height or spread per AAN specifications. Shrub material will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor.

This item will be paid for at the contract unit price per EACH for SHRUB – DECIDUOUS, TYPE II (1-10) OR SHRUB – DECIDUOUS, TYPE II (11-50), which price shall include all work required for installation of the number and type of shrubs specified.

SHRUB – EVERGREEN, TYPE I (1-10). SHRUB – EVERGREEN, TYPE I (11-50):

This item of work shall consist of all labor, equipment, topsoil, fertilizer, and soil amendments required for the installation of evergreen shrubs of the type specified by the Program Supervisor. They shall have an 18” to 24” spread per AAN specifications. Shrub material will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor.

This item will be paid for at the contract unit price per EACH for SHRUB – EVERGREEN, TYPE I, (1-10), or SHRUB – EVERGREEN, TYPE I, (11-50), which price shall include all work required for installation of the number and type of shrubs specified.

SHRUB – EVERGREEN, TYPE II (1-10). SHRUB, EVERGREEN, TYPE II (11-50):

This item of work shall consist of all labor, equipment, topsoil, fertilizer, and soil amendments required for the installation of evergreen shrubs of the type specified by the Program Supervisor. They shall have a 24” to 36” spread per AAN specifications. Shrub material will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor.

This item will be paid for at the contract unit price per EACH for SHRUB – EVERGREEN, TYPE II, (1-10), or SHRUB – EVERGREEN, TYPE II, (11-50), which price shall include all work required for installation of the number and type of shrubs specified.

EVERGREEN TREE, TYPE I (1-10). EVERGREEN, TYPE I (11-50):

This item of work shall consist of all labor and equipment required for the installation of evergreen trees of the type specified by the Program Supervisor. It will not include the tree itself. The tree will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor. Trees shall be a minimum of 5’ in height per AAN specifications.

This item will be paid for at the contract unit price per EACH for EVERGREEN TREE, TYPE I (1-10) OR EVERGREEN TREE, TYPE I (11-50), which price shall include all work required for installation of the number and type of trees specified.

EVERGREEN, TYPE II (1-10). EVERGREEN, TYPE II (11-50):

This item of work shall consist of all labor and equipment required for the installation of evergreen trees of the type specified by the Program Supervisor. It will not include the tree itself. The tree will either be supplied by the City or will be paid for separately if furnished by the Landscaper at an agreed unit price as approved by the Program Supervisor. Trees shall be a minimum of 6’ in height per AAN specifications.

This item will be paid for at the contract unit price per EACH for EVERGREEN TREE, TYPE II (1-10) OR EVERGREEN TREE, TYPE II (11-50), which price shall include all work required for installation of the number and type of trees specified.

MULCH – (SHREDDED HARDWOOD FURNISHED BY CONTRACTOR):

This item of work shall consist of mulching planting areas with an approved shredded hardwood mulch in accordance with Section 251 of the Standard Specifications as they may apply. Mulch shall have an installed depth equal to or greater than 3 inches.

This item of work will be paid for at the contract unit price per SQUARE YARD for MULCH – (shredded hardwood), which price shall include the furnishing and placing the quantity and type specified.

MULCH – (SHREDDED HARDWOOD FURNISHED BY CITY):

This item of work shall consist of mulching planting areas with mulch supplied by the City. Mulch shall have an installed depth equal to or greater than 3 inches.

This item of work will be paid for at the contract unit price per SQUARE YARD for MULCH – (furnished by city), which price shall include the transporting and placing the quantity specified.

MOWING:

This item of work shall consist of the mowing of various areas when, and as directed by the Program Supervisor. For the most part, the areas to be mowed will consist of parkways, with and without obstructions.

This item will be paid for at the contract unit price proposed per HOUR for MOWING, which price shall be payment in full for all labor and equipment necessary to complete the work as specified.

LABOR AND EQUIPMENT AVAILABILITY:

It is anticipated that from time to time, there shall arise emergencies whereas it will be necessary to make landscape repairs on a short time notice. For this reason, a “Response Time” is being requested for different scenarios of work and they will play a part in the evaluation of selecting a contractor for this program.

TRAFFIC CONTROL AND PROTECTION:

Traffic Control in accordance with the Manual on Uniform Traffic Control Devices will be required at all locations where work is done. The Contractor shall be responsible for furnishing, maintaining, installing, and removing all required signs, barricades, flagmen, and other traffic control devices, the cost of which shall be included in the unit prices submitted.

MINIMUM CHARGE:

Minimum charge shall be the contractor’s minimum charge per restoration request. The charge is intended to compensate the Landscaper for mobilization of manpower and equipment that the Landscaper would not normally be compensated for in the restoration of smaller sites. Should the unit price extension of the work for a single restoration request be less than the minimum charge, the contractor shall be paid the minimum charge. Conversely, should the unit price extension of the work for a single restoration request exceed the minimum charge, the Landscaper shall be paid the summation of Contract Unit Prices. This unit is a minimum charge and should not be confused with a base charge.

This work shall be paid for at the contract unit price per EACH for MINIMUM CHARGE as specified herein or as directed by the Program Supervisor.

FREEDOM OF INFORMATION ACT:

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City of Aurora to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce

the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/):

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST:

State Officials and Employees Ethics Act (5 ILCS 430), as amended, prohibits public appointed and elected officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without prior full public disclosure of such interest and recusal from voting on the matter or resignation of office. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the City requires all Bidders including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the City, and its appointed and elected officials, and employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the City to take appropriate measures to ensure the fairness of the bidding process and to avoid approval of a contract in violation of state law.

The City requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, the Bidders acknowledge and accept that, if and the City discovers an undisclosed potential or actual conflict of interest, the City may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

PERMITS:

The Landscaper shall be required to secure all municipal, county, state and federal permits required to perform work within the right-of-way.

DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL:

The Contractor shall be responsible for removal and disposal of all spoils generated in the course of the work to a facility permitted to accept such waste. The Contractor shall load the spoils directly onto trucks, haul it away and dispose of it. The temporary storing of excavated materials on the parkway and/or street and re-handling them later for disposal will not be allowed.

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS:

In addition to the requirements of Articles 107.01 and 669 of the Standard Specifications, the Contractor shall be responsible for the proper removal and disposal of excavated materials from the project site. The Contractor shall meet all the requirements set forth by the IEPA in regards to Clean Construction and Demolition Debris. The City of Aurora will provide all investigative work and testing required to meet the current CCDD requirements. The City of Aurora will provide the contractor with signed IEPA LPC-662 forms in areas determined to have no potentially impacted properties.

If an area is determined to have potentially impacted properties, the contractor may be required to transport the material to a location designated by the City of Aurora for stockpiling and additional testing. The location shall be within a 5 mile radius of the jobsite. The contractor will be responsible for properly securing the material by placing a double layer of plastic below the material to be stockpiled and covering the material with plastic at the end of each day. The stockpile shall have a barrier around the base to ensure no material can leach into the surrounding area. If this material is determined to be suitable for a CCDD Facility, the City of Aurora will provide the signed IEPA LPC-663 forms and the contractor will be required to transport and dispose of this material to their approved CCDD Facility at no additional costs to the City. The costs associated with transporting, stockpiling, and loading material to be staged shall be paid for at the contract unit price per cubic yard (CY) for TEMPORARY STAGING.

The City of Aurora will be providing an approved CCDD Facility for the contractor to use on this project for a predetermined amount of spoil disposal. The predetermined amount of spoil will be specified per number of loads in the contract bid items. The CCDD Facility will be the Heartland Recycling Facility located at 213 Mettel Road, Aurora, IL. If the contractor chooses to use this facility, they will be issued dump tickets and allowed to dispose of spoil up to this predetermined amount for free. In the event the contractor goes over the pre-determined amount of spoil allowed for in the contract bid, and the contractor chooses to continue to dispose of spoil at Heartland, they will be required to pay for the disposal of the additional material at a price agreed to between the Contractor and Heartland Recycling. The Contractor will pay Heartland Recycling directly for this additional spoil disposal. The City of Aurora will not be responsible for additional costs associated with closure of the CCDD Facility in the event of inclement weather conditions such as rain or snow. The City of Aurora will not be responsible for loads rejected due to contractor's negligence such as mixed loads of pavement and spoil or abandoned utility lines/structures mixed with spoil. The contractor will be fully responsible for meeting all requirements of the Heartland Recycling Facility. The Contractor shall become familiar with the requirements of Heartland Recycling and any material not accepted by Heartland will be the responsibility of the contractor for disposal. Heartland Recycling can be reached at (630)391-0022.

If the material is determined to be unsuitable for a CCDD Facility (except in case of contractor negligence as described above), the City of Aurora will require the contractor to load, transport, and dispose of this material in an approved landfill. The cost for transporting, stockpiling, loading and disposing of material unsuitable for a CCDD Facility shall be paid for at the contract unit price per ton for NON-SPECIAL WASTE DISPOSAL or SPECIAL WASTE DISPOSAL.

GENERAL SPECIFICATIONS

SECTION 1

DEFINITION OF TERMS

1.1 CONTRACTOR

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

1.2 PROGRAM SUPERVISOR

Wherever the word Program Supervisor is used in these specifications, it shall be interpreted to mean the representative employed by the City for the special purpose of directing and having charge of this work, the said Program Supervisor acting either directly or through an assistant or inspector in immediate charge of a portion of the work limited by the particular duties entrusted to him.

1.3 SPECIFICATIONS

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

1.4 ADVERTISEMENT

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

1.5 PROPOSER

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

1.6 PROPOSAL

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

1.7 PROPOSAL GUARANTY

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

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the advertisement, instructions to proposers, proposal, form of contract, performance bond, these specifications, supplemental specifications, general and detailed plans for the

work, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof.

1.9 PERFORMANCE BOND

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

1.10 PAYMENT BOND

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

1.11 SURETY

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

1.12 COUNCIL

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

1.13 ATTORNEY

Wherever the word Attorney is used in these specifications or in this contract, it shall be understood to mean the attorney authorized by City Council to represent it in matters pertaining to this program.

1.14 CITY CLERK

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

1.15 A.S.T.M.

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

1.16 THE WORK

Wherever the words The Work are used, they shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary to perform and complete everything specified or implied in the specifications, or in this contract, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

1.17 STATE

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

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

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

1.19 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

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

1.20 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

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

1.21 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

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

SECTION 2

AWARD AND EXECUTION OF CONTRACT

2.1 AWARD OF CONTRACT

The award of the contract will be made at such time and place as may be decided upon by the Council after proposals have been opened and evaluated. The contract will begin in September 2017 and continue for two (2) years and four (4) months with two one-year extensions based on mutual agreement between the contractor and the City of Aurora.

2.2 BONDS AND INSURANCE

The proposer's will be required to obtain a Performance and Maintenance Bond through the City of Aurora Engineering Division, Public Liability Insurance with the City listed as co-insured, and Workmen's Compensation Insurance

2.3 NO BID BOND OR PROPOSAL GUARANTY IS REQUIRED

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

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

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said approved proposer fails or refuses to execute said contract and furnish said bonds within the period of ten (10) days after mailing notice of such award or within such additional number of days as the City may determine, the proposer will be disqualified.

SECTION 3

SCOPE OF THE WORK

3.1 INTENT OF SPECIFICATIONS

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

3.2 SPECIAL WORK

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

3.3 INCREASED OR DECREASED QUANTITIES

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

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

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

3.5 EXTRA WORK

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

Provided such extra work does not exceed the maximum dollar limit whereby additional City Council approval is required. Amounts exceeding the maximum dollar amount will require issuance of a Council resolution and a change order to the city purchase order.

3.6 EASEMENTS, PERMITS, LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all existing and future City, and Sanitary District ordinances and regulations, and any and all State, federal, local and private contract ordinances, grants, easements, contracts, and permits in any manner affecting the work herein specified and provided for. The Contractor shall at all times observe and comply with and cause all subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and agents against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either, and or all of the same.

3.7 FINAL CLEANING UP

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

SECTION 4

CONTROL OF THE WORK

4.1 AUTHORITY OF THE PROGRAM SUPERVISOR

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

4.2 DEVIATIONS FROM THE SPECIFICATIONS

No deviation from the specifications will be permitted without the written order of the Program Supervisor. No allowance shall be made for work done other than is directed by the Program Supervisor in compliance with the specifications.

4.3 ORDER OF WORK

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

4.4 COOPERATION BY CONTRACTOR

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

4.5 INSPECTION

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

SECTION 5

CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

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

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

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

5.3 THE METHODS OF TESTING

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

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

5.4 DEFECTIVE MATERIALS

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

SECTION 6

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

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

6.2 PERMITS AND LICENSES

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

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

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

6.4 BARRICADES, LIGHTS, AND SIGNS

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

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Program Supervisor may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the program shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

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

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

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

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

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 the 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:

1. Comprehensive general liability – combined single limit amount of \$1,000,000 per incident;
2. Auto Liability – combined single limit amount of \$500,000 per incident on any vehicle driven by the contractor while engaged in activity within the scope of this agreement;
3. Worker's Compensation - \$500,000; the policy shall include a "Waiver of Subrogation" clause;
4. "Umbrella Coverage" - \$1,000,000.

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

Owner does not waive its subrogation rights against contractor and/or any subcontractor for damages due to losses to owner due to 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 Department at least thirty (30) days prior to non-renewal, reduction or cancellation. The contractor shall cease operations on the program if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein shall be considered as incidental to the contract.

6.8 WORKMEN'S COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to 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 Workmen's 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, loss, damages, expenses, and attorney's fees which may in anyway come against said City by reason or 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 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.

SECTION 7

PROSECUTION AND PROGRESS OF WORK

7.1 SUBLETTING OR ASSIGNMENT OF WORK

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

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract.

7.3 GUARANTEE AND MAINTENANCE OF WORK

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

7.4 PAYMENT

Payment will be made to the Contractor in cash at the unit prices proposed for work actually constructed, upon completion and acceptance of the work by the Program Supervisor and the City Council.

7.5 QUALIFICATIONS OF WORKERS

It is recommended that the proposing firm shall have in its employ, a minimum of one (1) current Landscape Industry Certified Manager as recognized by the National Association of Landscape Professionals or one (1) current Certified Landscape Architect as recognized by the Illinois Department of Financial & Professional Regulation. A copy of all certifications shall be provided with the proposal. Although not required, the inclusion of these certifications will be taken into consideration during the evaluation process.

It is recommended that the proposing firm shall have in its employ, a minimum of one (1) current Landscape Industry Certified Technician – Exterior as recognized by the National Association of Landscape Professionals. A copy of all certifications shall be provided with the proposal. Although not required, the inclusion of these certifications will be taken into consideration during the evaluation process.

SECTION 8

SELECTION PROCEDURE

8.1. PROPOSAL REVIEW

Each proposal will be reviewed to determine if it meets the proposal requirements.

8.2. EVALUATION

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The City will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. Ranking will be assigned based on the composite score.

An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer with the best overall proposal who provides the “Best Value” to the City. The successful proposal will be competitively priced and provide for adequate service to meet the City’s needs. Best Value will be established based on the evaluation criteria as listed below.

The estimated cost of services presented in the proposal shall represent only one of several criteria that will be used in the evaluation of proposals. The service, frequency of service, and information provided in the Landscape Maintenance Contractor’s Informational Questionnaire will also be used in the evaluation. Upon conclusion of the evaluation of all elements of each proposal, the proposal, which in the judgment of City most completely meets the service needs of City, will be selected.

8.3 EVALUATION CRITERIA

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. The estimated cost of services presented in the proposal shall represent only one of several criteria that will be used in the evaluation of proposals. Upon conclusion of the evaluation of all elements of each proposal, the proposal, which in the judgment of the committee, most completely meets the service needs of the City will be selected.

The evaluation criteria and maximum score that can be achieved for each criterion are presented as follows:

Sufficient Experienced Personnel for Program	15 points
Maintenance experience	15 points
Approach to work tasks/schedules	10 points
References	10 points
Fee	50 points

SECTION 9

LANDSCAPE MAINTENANCE CONTRACTOR'S INFORMATIONAL QUESTIONNAIRE

Provide only the following information in the same sequence as listed below:

9.1 GENERAL QUALIFICATIONS OF THE BUSINESS

1. Firm name, address and phone number.
2. Type of organization (individual, partnership, and corporation).
3. Organization chart for program showing key personnel and their positions in the organization.
4. Personal profile of the Program Manager who will be responsible for the program including his/her education, credentials, and experience.
5. Personal profile of key personnel who will work on the program including their credentials and experience on comparable maintenance programs.
6. Have you ever had a contract for landscape services terminated for insufficient performance (yes / no)? If your answer was "yes," indicate when and with who the contract was in effect.
7. Contractor's current hourly fee schedule for personnel.

9.2 EXPERIENCE OF CONTRACTOR

Outline the general experience of the firm under its current ownership including information concerning total years of experience, the nature of work historically performed, and specialties of the firm.

9.3 REFERENCES

Provide a listing of references served during the past three-year period with a brief description of the type of service performed. Please include copies of letters of recommendation, if such are available. Also include name, address and telephone number of contact person for Contractor's three largest customers.

9.5 ORGANIZATION

Provide the following information concerning the organization of the firm:

1. Identify the owners or other principals, management staff and superintendents of the firm.
2. Identify the specific skills, qualifications, and expertise of the firm's employees as it relates to the work to be performed for the City; i.e., the equipment which the employees are qualified to operate, use of chemicals and license to purchase and apply chemicals, etc.
3. Provide a complete listing of manufacturer, model numbers and types of equipment that the company owns.

9.6 FINANCIAL HISTORY

1. Indicate whether the firm or the principals thereof have been previously involved in bankruptcy proceedings.
2. Identify any previous contracts, which have been significantly reduced, canceled, continued or expanded.
3. Indicate all instances and amounts wherein penalties have been paid by the firm under the provisions of previous contracts, said penalties resulting from breach of contract, or failure to perform in accordance with the provisions of the contract.
4. Identify the performance-bonding limit of the firm.

APPENDIX A
REFERENCES
Bid 13-39
2013 ANNUAL CITY-WIDE
LANDSCAPING PROGRAM

(Please Type)

Organization R.C. Wegman Construction

Address 750 Morton Ave.

City, State, Zip Aurora, Illinois 60506

Phone Number 630-844-3000

Contact Person Terry Bohr

Date of Project Miscellaneous projects for over the last 30 years

Project Description Miscellaneous Buildings and restoration projects over the last 30 years

Organization Rush Copley Medical Center

Address 2000 Ogden Avenue

City, State, Zip Aurora, IL 60504

Phone Number 630-978-6200

Contact Person Kirk Kruse

Date of Project June 2017 – ongoing

Project Description Main Entrance to Hospital Design/Build – 2016 Waterford Place/Cancer Support

Organization Aurora University

Address 347 South Gladstone Ave.

City, State, Zip Aurora, IL 60506

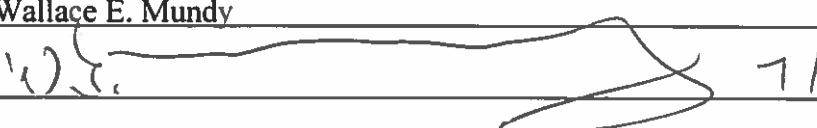
Phone Number 630-978-6200

Contact Person Jeff Cali

Date of Project ongoing over the last 15 years

Project Description Labyrinth/ Spartan Sports Complex/ICE building/STEM building, Ongoing over the last 15 years

Bidder's Name: Wallace E. Mundy

Signature & Date:  7/18/17

APPENDIX B

Arboricultural Specifications Manual Aurora, Illinois

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1 Authority: Pursuant to authority granted under "An Ordinance Regulating the Planting, Maintenance and Removal of Trees, Shrubs, and Other Plants; Creating a Tree Board; and an Office of the official City designee of Aurora, Illinois, No. 092-96, Chapter 47 of the Code of Ordinances for the City of Aurora, adopted by the City Council of Aurora, Illinois on the 17th day of November, 1992, the City of Aurora hereby promulgates the following as the Arboricultural Specifications and Standards of Practice for Aurora, Illinois, herein called the Arboricultural Specifications Manual. Revisions approved on August 12, 2008

2 Policy

All work on public trees shall comply with "An Ordinance Regulating the Planting, Maintenance and Removal of Trees, Shrubs, and Other Plants" of the city of Aurora, Illinois, and this Arboricultural Specifications Manual.

The Arboricultural Specifications Manual shall be open to revision at any time that experience, new research, or laws indicate that improved methods or circumstances make it advisable, and only then by the official City designee with advice and assistance of the Aurora Tree Board and approval of the City Council, all as provided by in the above said Ordinance.

It shall be policy of the official City designee of Aurora and the Aurora Tree Board to cooperate at all times with the public, property owners, other municipal departments, and utility companies and non-profit organizations.

3 General Specifications

3.1 The Arboricultural Specifications contained in this document are to serve as a standard for all work performed on or with all public trees. These standards will apply whether the work is performed "in-house", contractually by private businesses, or by private individuals.

3.2. A free permit must be obtained from the official City designee before any person, either for himself or another, plants, prunes, removes, or destroys any tree, shrub or other plant in or upon the public right-of-way of any street, alley, sidewalk or any other public place as required by the City Tree Ordinance (section 47-2).

3.3 It shall be unlawful for any person to engage the business of planting, cutting, trimming, pruning, removing, spraying or otherwise treating any tree, shrub or other plant within the City of Aurora without first procuring a license as required by the City Tree Ordinance (section 47-45). All motor vehicles and other major equipment of any licensed business shall be clearly identified with the name of the licensee.

3.4 Authorized work on or with public trees, shrubs or other plants neither expresses nor implies a right to violate any law of the land while in process of performing such work.

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- 3.5 All such work shall be conducted in a manner as to cause the least possible interference with or annoyance to others.
- 3.6 All personnel utilized for work on or with trees, shrubs or other plants shall be trained to perform the work properly and safely in accordance with these Arboricultural Specifications.
- 3.7 A qualified supervisor shall be present at all times when work is being performed except that he may be absent for short periods when necessary because of emergencies or other urgent matters.
- 3.8 Any injury to persons or damages to any improvement, vehicle, tree, shrub, plant, or structure while working with trees, shrubs, or other plants shall be promptly reported to the official City designee.
- 3.9 Any use of tools and equipment for pruning, trimming, repairing, maintaining, and removing trees, and cutting brush must be in accordance with the current American National Standards Institute Standards (ANSI Z133.1).
- 3.10 Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Whenever vehicular traffic will be delayed, the official City designee shall be notified.
- 3.11 Qualified street and sidewalk warning devices shall be in position as required at all times while work on public trees, shrubs, and other plants is being performed. In addition, adequate barricades and other warning devices shall be placed and flagmen shall be stationed as necessary for the safety of persons and vehicles.
- 3.12 Whenever electric lines, telephone lines, gas lines, water lines, sewer lines, or other improvements, public or private, upon a public area will be implicated or jeopardized by any authorized tree, shrub or other plant activity, the proper authorities of the utilities involved and property owner involved shall be consulted prior to performing any work activity and all requested precautions by any such authority shall be followed.
- 3.13 The Arboricultural Specifications Manual, the standard for work performed on or with trees, shrubs and other plants on a daily basis, shall be updated by the official City designee with the advice and assistance of the Aurora Tree Board at least every five years.

4 Plants

- 4.1 **Street Tree Definition:** All trees on public right-of-way between the curb and the property line along the side of streets or in medians of all streets, avenues or ways within the City.

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4.2 Species, Cultivars and Varieties

4.2.1 **Table I: City of Aurora Approved Street Tree Species List**, lists the approved tree species or their varieties and cultivars acceptable for planting on City right-of-ways or City-owned property. The trees are listed by their, scientific name, common name, and size. The size of tree to be planted will depend on the width of the planting strip and available vertical growing height.

4.2.2 It is recommended that Northern Illinois native tree species be favored in selection due to their inherent characteristics and adaptability to our environmental conditions.

4.2.3 Unacceptable tree species or their varieties contained in Table II shall not be planted on City right-of-ways or other City-owned except in special locations when approved by the official City designee.

TABLE II: UNACCEPTABLE TREES FOR PARKWAY PLANTINGS

Botanical name	Common Name
<i>Acer negundo</i>	Box elder
<i>Acer saccharinum</i>	Silver Maple
<i>Ailanthus altissima</i>	Tree of Heaven
<i>Elaeagnus angustifolia</i>	Russian olive
<i>Fraxinus spp.</i>	Ash
<i>Ginkgo biloba (female)</i>	Female Ginkgo
<i>Morus spp.</i>	Mulberry
<i>Populus spp.</i>	Poplar, Cottonwood, Aspen
<i>Rhamnus spp.</i>	Buckthorn
<i>Salix spp.</i>	Willow
<i>Sorbus spp.</i>	Mountain Ash

4.2.4 It is recognized that there are trees contained in Table II presently growing in the City right-of-way as a result of previous planting. Upon the removal of these trees, if the planting space is to be replanted, it shall be replaced by an approved and accepted species listed in Table I.

4.2.5 Tree genera and species not listed in Table II or I may or may not be acceptable. Those plants, at the time this manual was prepared, did not constitute a substantial enough benefit or problem to the community to be included within the scope of this manual. Plants, which fall under these criteria, should be brought to the attention of the official City designee. The Tree Board, in conjunction with the official City designee, shall review the list of acceptable and unacceptable trees every five years to determine appropriate revisions.

4.2.6 When a specified site has been assigned a particular species and/or variety of plant, only that designated plant shall be used at the site. If that species shall be replaced, it shall be replaced by the same species and/or variety upon removal except upon revision, and approval by the official City designee, of the planting plan, which governs the site.

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4.2.7 All new plantings shall adhere to Santamour (1990) guidelines for tree plantings within a city which specifies that municipalities should plant no more than 30% of a single Family (e.g. *Aceraceae*, Maple), no more than 20% of a single Genus (e.g. *Acer*) and no more than 10% of a single species (e.g. *Acer saccharum*).

4.3 Purchasing

The city is an active member of the Suburban Tree Consortium (S.T.C.). It is through the S.T.C that the City purchases and plants a portion of the trees that are planted annually on parkways.

5 Planting Stock Requirements

5.1 Size

5.1.1 All medium to large trees and their cultivars or varieties to be planted shall conform to American Standards for Nursery Stock ANSI Z60.1, 2004 unless otherwise specified by the official City designee. The trees and their cultivars or varieties shall be single-stemmed, have one dominant trunk, branches should be less than two-thirds trunk diameter, be a minimum of 1-1/2 inches in diameter, measured six (6) inches above the ground, have a root ball no less than twenty (20) inches in diameter and be no less than eight (8) feet in height.

Medium and Large Trees

Caliper diameter (inches)	1.5"	2.0"	2.5"	3.0"
Minimum root ball diameter	20"	24"	28"	32"
Minimum height	8'	10'	10'	12'
Maximum height	12'	14'	14'	16'

5.1.2 All small trees and their cultivars or varieties to be planted shall conform to American Standard for Nursery Stock ANSI Z60.1, 2004 unless otherwise specified by the official City designee. They shall be no less than five (5) feet in height, be single stemmed, have one dominant trunk, branches should be less than two-thirds trunk diameter, and have at least eight (8) branches on the upper half of the tree and have a root ball no less than sixteen (16) inches in diameter.

Small Trees

Height	5 feet	6 ft. and above		
Caliper diameter (inches)		1"	1.5"	2.0"
Minimum root ball diameter	16"	18"	20"	24"

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5.2 Grade: All trees and their cultivars or varieties at the time of planting shall be free from disease, harmful insects, mechanical injuries or other objectionable features that will affect the future health and/or the overall appearance. They shall have straight trunks and well-developed, balanced branching patterns. The trees shall have a well-developed root system characteristic of the species and cultivar or variety and exhibit evidence of proper nursery pruning practices. Additional grade requirements shall be in accordance with the standards set forth in American Standard for Nursery Stock, ANSI Z60.1, 2004.

5.3 Type: All trees and their cultivars or varieties to be planted shall be balled and burlapped. No bare rooted plants will be accepted. Trees grown in root-control bags and containers are acceptable with approval by the official City designee.

5.4 Acceptance: All planting stock shall be inspected upon arrival. Any plant that does not meet the standards of this manual will not be accepted.

5.5 Transport

5.5.1 All planting stock shall be handled with care so as to minimize damage to the trunk, crown and root system. Planting stock shall be handled by the root ball and is not to be dragged, thrown or dropped off an elevated platform. Any tree that exhibits poor handling or has sustained damage during transport to planting site or holding site shall be rejected and replaced at the contractor's cost.

5.5.2 Root balls of planting stock shall be monitored to prevent drying out and kept moist by watering if needed. If trees are not to be planted immediately root balls should be covered with mulch and kept moist.

5.5.3 Plants shall be secured during transit. The crowns of planting stock shall be covered when transporting over extended distances or at high speeds to prevent wind desiccation.

6 Planting Specifications

6.1 Site criteria and assessment of the planting site shall be conducted prior to the planting of trees as follows:

Visibility

Above and belowground hazards

Probability of long-term survival

Soil conditions (e.g. slope, drainage, compaction, new construction)

Amount of sunlight

Access to water or irrigation

Obstacles and utility location

Overall benefit to the community

Likelihood of private participation and financing

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6.2 Development

6.2.1 City projects: The development or redevelopment of a site owned by the City shall be subject to the planting standards of this manual. City projects include but are not limited to: parks, streets, medians, substations, treatment plants, plazas, and city buildings. These projects shall allow for the appropriate amount of street tree plantings. The official City designee shall approve all street tree aspects of the plan.

6.2.2 Private projects: Parkway or public thoroughfares within areas that are developed or redeveloped by a privately funded individual, partnership or entity shall be planted with the appropriate amount and composition of street trees. The street tree planting will be the financial responsibility of the individual, partnership or entity responsible for the project. The street trees shall be planted in the City-owned parkways according to the standards of this manual. Special consideration should be given to plant lists, location and spacing standards and planting standards. The official City designee shall approve all street tree aspects of development or redevelopment plans.

6.3 Locations and Spacing

6.3.1 The size limit for tree sizes regarding parkway widths are as follows.

Tree Size	Minimum parkway width
Large Tree	8 feet
Medium tree	6 feet
Small tree	4 feet

6.3.2 Where there is a parkway width less than four (4) feet, the tree shall be planted beyond the sidewalk toward private property if the City has easement rights. If the City does not have easement rights then it is recommended that the City take the necessary steps to obtain easement rights.

6.3.3 Where trees are to be planted in the parkway or median they shall be centered and spaced evenly according to size along the planting strip.

6.3.4 No tree shall be planted on the parkway or in any public thoroughfare at a distance less than that specified by the visibility triangle formula or fifty (50) feet, which ever distance is appropriate by the City Engineer, from the point of intersection of any given street lines within the city.

6.3.5 Trees shall be planted at least fifteen (15) feet from driveways and alleys.

6.3.6 Medium to large trees shall not be planted closer than fifteen (15) feet from all utility poles, to allow for line maintenance, and lamp posts, for proper lighting. Small trees shall not be planted closer than ten (10) feet from any utility poles or lampposts. All trees shall be planted a minimum of ten (10) feet from all fire hydrants, water lines, sewer lines and water sewer mains.

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6.3.7 Trees planted near any road sign shall be placed in a manner not to obstruct the visibility of any part of the sign at time of planting or in the future. In the event that a sign will be moved to accommodate a tree, the sign shall be moved before the time of planting.

6.3.8 No tree shall be planted within fifteen (15) feet of any building or permanent structure.

6.3.9 When overhead wires are present above planting strips, only small trees listed in TABLE I Approved Species List shall be planted. Exceptions may be made by the official City designee if the wires overhead are either transmission or main distribution lines that are at a height that will allow the planting of a medium sized tree.

Minimum Planting Distance from Objects

Above Ground		
Minimum tree planting distance		
<u>Object</u>	<u>Medium and Large Trees</u>	<u>Small Trees</u>
City of Aurora water box	Ten (10) feet	Ten (10) feet
City of Aurora fire hydrant	Ten (10) feet	Ten (10) feet
City of Aurora street light	Fifteen (15) feet	Ten (10) feet
Utility pole	Fifteen (15) feet	Ten (10) feet
Driveway entrance and alleys	Fifteen (15) feet	Fifteen (15) feet
Building or permanent structure	Fifteen (15) feet	Fifteen (15) feet
Existing/proposed parkway tree.	Thirty-five (33) feet	Twenty-five (25) feet
Cross walk	Ten (10) feet	Ten (10) feet
Street Intersection	Fifty (50) feet	Fifty (50) feet

Below Ground		
Minimum tree planting distance		
<u>Object</u>	<u>Medium and Large Trees</u>	<u>Small Trees</u>
Water line	Ten (10) feet	Ten (10) feet
Sewer line	Ten (10) feet	Ten (10) feet
Water Sewer mains	Ten (10) feet	Ten (10) feet
Sanitary Line	Ten (10) feet	Ten (10) feet
Storm Sewer	Ten (10) feet	Ten (10) feet

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6.3.10 Spacing of sizes

6.3.10.1 The largest possible tree size shall be used for each planting site.

6.3.10.2 Spacing of trees shall be determined the official City designee according to the local site conditions, the species used and growth characteristics of the tree to be planted. General specifications are as follows:

Tree Size	Center to Center Spacing	Minimum planting distances
Large Tree	35 feet	33 feet
Medium tree	35 feet	33 feet
Small tree	25 feet	25 feet

6.3.10.3 When planting a new tree next to an existing parkway tree of a different size class, the minimum spacing should be calculated by averaging the spacing requirements for the two size classes. For example, a new small tree planted next to an existing large tree, should be planted at a distance of 30 feet.

6.4 Tree Pit Standards

6.4.1 No tree pit will be dug unless the official City designee marks the location.

6.4.2 Pits for the planting of street trees shall be two (2) to three (3) times the width of the root ball. The pit should be saucer-shaped or bowl-shaped. The sides should slope gradually. Maintain undisturbed soil beneath the root ball; do not loosen soil in center of hole. The center of the hole should be firm to help stabilize the tree. Deglaze; scarify sides of hole with a shovel to allow for better root penetration.

6.4.3 Directional orientation of tree in pit. Tree trunk should be marked in nursery. At the time of planting, orient tree so it faces the same direction as it was grown in nursery. For example, mark all trees on north side and transplant trees with mark facing north.

6.4. 4 The tree should be planted slightly higher than it was originally grown to allow for settlement. In poorly drained soil, the root ball shall be elevated in relation to the surrounding grade. The depth of the root ball shall be measured from the bottom of the root flare to the bottom of the root ball. Soil above the root flare shall not be considered in the ball depth measurement and should be removed. If there is extra soil over structural roots, leave soil intact until tree is placed in hole. The resulting hole shall place the root flare not more than one-inch (1") above of surrounding soil grade.

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6.4.5 Do not amend soil. In all but exceptional cases, the backfill around root ball shall be the same soil as that which was removed from the hole. In cases where large amount of rocks, stones, other debris are encountered, debris shall be removed and supplement the backfill with top soil. In soils that have high clay content, the soils should be amended with twenty-five (25) percent organic matter.

6.4.6 Around the base of all newly planted trees, a small berm of soil slightly larger than the root ball shall be constructed. Organic mulch shall also be added within the soil berm. Initial depth of organic mulch should be between 2 to 4 inches. Keep mulch a minimum of 3" from tree trunk; mulch shall never be in contact with trunk.

6.4.7 All waterproof, water repellant and non-biodegradable wrappings shall be removed from around the root ball. Remove ropes, strings and wrappings from around trunk and the top 50% of the root ball after tree has been set in pit.

6.4.8 Baskets: When full baskets are used in the delivery of balled and bur lapped trees, remove at least the top half of the wire basket before backfilling. When low profile baskets are used, the removal of basket is not required. Root containment grown trees must have the entire bag removed.

6.4.9 Backfilling shall be done in way to minimize air pockets. Do not cover the top of root ball with soil. Back fill soil shall be tamped lightly. Excessive tamping may compact soil and limit water penetration and slow root growth. Planting areas are to be finish graded to conform to surrounding grade.

7 Early Maintenance

7.1 Establishment: Newly planted trees need special attention to ensure that they become established. The first few years after transplanting are a critical time in the life of a tree as mortality rates may be excessively high. All maintenance practices shall follow approved arboricultural practices.

7.2 Watering: Promptly after planting, the soil surrounding the tree should be thoroughly saturated. A second watering to completely saturate the soil should be done ten (10) days to no more than fourteen (14) days after planting. Additional watering every 10 to 14 days during the balance of the current season and next growing season is recommended to help maintain adequate soil moisture. When natural precipitation maintains good soil moisture, watering may be delayed until the next cycle time if needed. Take care not to over water. Excessive heat and drought requires special attention given to newly planted trees and soil moisture levels must be maintained.

7.3 Support

7.3.1 When stability is a problem, newly planted trees shall be staked according to the methods recommended by International Society of Arboriculture (See Attachment 1). Stakes and support lines should be removed after the first growing season.

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7.3.2 Newly planted tree species with thin bark should be wrapped to help prevent sunscald and other trunk damage (See Attachment 2). Trees planted in fall should be wrapped at time of planting. Spring planted trees should be wrapped in late fall. Unwrap fall and spring planted trees in early spring of the next growing season.

7.4 Fertilization: Fertilization of newly planted trees is generally not recommended unless it is determined that soil lacks essential nutrients, or soil conditions prevent the uptake of essential nutrients. Only slow-release fertilizer shall be used on newly transplanted trees to prevent fertilizer injury. Tree fertilizing methods shall conform to American National Standards Institute (ANSI) A300 Standard for Tree, Shrub, and Other Woody Plant Fertilization specifications.

7.5 Inspection: Periodic inspections of newly planted trees for pests and diseases should be done to ensure the continued health of the tree.

7.6 Pruning: The pruning of newly planted trees is not recommended, except for the removal of dead or broken branches. Water sprouts growing on lateral branches should be removed when they reach the diameter of a pencil.

8 General Maintenance

8.1 Pruning

8.1.1 All pruning of City trees shall conform to International Society of Arboriculture recommendations, ANSI Pruning and Safety Standards: ANSI A300 Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and ANSI Z133.1-2006 Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush – Safety Requirements. Pruning should be done to develop good structure, promote general good health and vigor of the tree. To the extent possible, pruning shall maintain tree crown shape and symmetry typical of species growth habit.

8.1.2 All trees shall be maintained as not to endanger, interfere or conflict with public safety

8.1.3 Under no circumstances shall a City owned tree be "topped". Topping is the practice of severe pruning of a tree, disregarding nodes and crotches, to drastically reduce the height of a tree. Topping adversely affects the natural growth structure of a tree and has the potential to create a hazardous tree.

8.1.4 All established medium to large trees shall be pruned to allow free passage of pedestrians and vehicles at a height no less than ten (10) feet of clearance above sidewalks and sixteen (16) feet of clearance at curbside.

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8.1.5 All pruning cuts shall be made with a saw or by-pass style pruning shear and only at nodes or crotches. A pruning cut that removes a branch back to the trunk or parent limb shall be made close to trunk or limb without leaving a stub. Cuts shall be made without cutting into the branch collar. No tipping of branches shall be allowed. Tipping is a practice of cutting lateral branches between nodes to reduce crown width. A pruning method known as drop crotch pruning shall be used to reduce the length of a branch or parent stem. Branches too large to be supported by one hand shall be precut for safety and to avoid the splitting or tearing of the bark. Large limbs shall be lowered safely in a controlled manner with ropes and other equipment.

8.1.6 Unless under emergency situations or during tree removal, spurs or climbing irons shall not be used for pruning live trees.

8.1.7 Oak trees shall be pruned only during the months of November through March. Avoid pruning between April through October to prevent the spread of Oak Wilt.

8.1.8 After working on a diseased tree, all pruning equipment shall be disinfected before working on another tree.

8.1.9 Upon the completion of work performed on City trees all branches, twigs, leaves, chips and larger portions of the tree shall be promptly removed and properly disposed of by those performing the work.

8.2 Spraying

8.2.1 Precautions shall be undertaken to inform, warn and protect the public before spray applications of pesticides and other potentially hazardous chemicals begin. Local conditions such as wind and temperature shall be considered before spraying. Drift potential shall be examined in relation to the proximity to playgrounds, schools and high traffic density areas before any spraying is performed.

8.2.2 Spraying shall only be performed by Certified Commercial Pesticide Applicators and in accordance with accepted arboricultural standards and all State and Federal regulations. The Applicator shall read and understand label information of the chemicals being used.

8.2.3 Spraying shall only be done for specific insects or diseases with the proper materials and equipment, in the necessary strength, and applied at the proper time to ensure control.

8.2.4 All spray equipment should be kept clean and in good working order. Spray machines should give uniform coverage. Tanks and other equipment shall be washed out and drained in approved drainage areas.

8.2.5 Ineffectual control, damage, injury or death to plants, animals or persons resulting from the use of spray materials exceeding the limitations of the manufacturer's guarantee shall be considered the responsibility of the licensed operator.

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8.3 Fertilization: The fertilization of City trees shall be in accordance with accepted arboricultural standards. Methods of applications for fertilizers shall be determined by the official City designee and conform to ANSI A300 Standard for Tree, Shrub, and Other Woody Plant Fertilization specifications.

8.4 Cavities: The treatment of cavities shall be in accordance with accepted arboricultural standards. The official City designee shall determine the method for treatment of cavities.

8.5 Cabling and Bracing

8.5.1 The City does not, as a policy, cable and brace parkway trees. If warranted, cabling /bracing methods and materials shall conform to the ANSI A300 Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Support Systems a. Cabling, Bracing, and Guying) or accepted arboricultural standards.

8.5.2 Bracing is not to be used as a substitute for cabling but rather in conjunction with cables.

9 Tree Protection

9.1 Protection or Removal: In the circumstances where construction and utility operations underground will affect the health of a tree, a determination will be made considering the overall value of the tree. The criteria for determining a value for a tree will be based on species, age, condition, cost of preserving the tree, and urgency of work to be completed. A decision based on this value will be made concerning the protection or removal of the tree in question by the appropriate City designee.

9.2 Cutting Roots. Cuts made to large roots should be avoided if possible. If circumstances require cutting roots, then clean, flush, smooth cuts shall be made using the proper pruning equipment.

9.3 Open Work Pits: Work pits that need to be open for an extended time requires special protection methods for trees. The roots shall be cut closer to the tree in relation to the construction zone. A temporary wall shall be put up between the tree and construction zone. The area between the root zone and the construction zone should then be backfilled and kept moist. Work pits should not stay open any longer than necessary to complete work. Contractor shall secure work site and close off work site to pedestrian and vehicular traffic.

9.4 Construction Zones

9.4.1 Trees to be protected in construction zones and the dimensions of those zones shall be determined by the official City designee and the City Engineer or appropriate City Official.

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9.4.2 All trees in a construction zone shall be protected by a physical barrier which encircles the drip line of the tree. Protective fencing. A highly visible physical barrier such as orange vinyl construction fencing, chain link fencing, snow fencing or other similar fencing shall be used for protection around the critical root zone area. The critical root zone of a tree can be estimated by measuring the radius out from the tree trunk as defined as one foot for each inch of trunk diameter at breast height (54 inches). Protective fencing shall be supported at a maximum of 10-foot intervals by metal T-posts or approved methods substantial enough to maintain fence upright and in place. Wooden stakes and rebar are not considered substantial enough support.

9.4.3 In situations where a protected tree remains in the immediate construction area and the tree trunk and is in danger of being damaged by equipment or other activity, the contractor shall protect the tree by encircling the trunk with 2" x 4" lumber secured with wire or other means that do not cause damage. This trunk protection material shall be removed upon completion of construction project.

9.5 Utility Operations

9.5.1 Any underground utility installations or operations that come in conflict with City street tree roots are subject to the review and approval of the official City designee.

9.5.2 Open trenching is prohibited inside the drip line of a City tree unless approved by the official City designee. In a situation where trenching is necessary within the drip line, the trench shall be dug by hand so roots can be bridged or tunneled to minimize damage.

9.5.3 Tunneling under trees: The appropriate City designee shall determine the tunneling depth and distance for under ground utility installations or operations near City-owned trees. Under no circumstances is the tunnel to be less than two (2) feet in depth.

TABLE IV: Specifications for Trenching and Tunneling for Utility Operations

Tree Diameter	Distance of Tunnel from Center of Tree	Minimum Depth of Tunnel or Trench
5" to 9"	6 ft.	2-1/2 ft.
10" to 14"	10 ft.	3 ft.
15" to 19"	12 ft.	3-1/2 ft.
20" +	15 ft.	4 ft.

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10 Tree Removal

10.1 Determination and Criteria: the official City designee will make Determination for the removal of a tree if any of the following conditions exist:

10.1.1 A tree that is infected with an epidemic disease or insect and chemical or mechanical treatments are not possible methods of control, or removal is the recommended practices to prevent transmission.

10.1.2 A tree that poses a safety hazard that cannot be corrected by pruning, transplanting, or other treatments.

10.1.3 A tree that interferes with the growth of a more desirable tree(s).

10.1.4 A tree that has a negative aesthetic value.

10.1.5 Work improvements or installations will kill or render a tree a public hazard

10.1.6 Preservation of a tree is not cost effective.

10.1.7 A tree which is a recurring problem due to root interference with water mains, sewer mains, water service lines, and sewer service lines.

10.1.8 A tree is dead

10.1.9 A tree is declared a Public Nuisance (see Section 47-8. Public Nuisances of City Code)

10.1.10 A tree is injured by construction, lightning, vandalism, or auto accident and can not be reasonably saved.

10.1.11 More than fifty percent (50%) of the crown is missing, dead or dying.

10.1.12 Unauthorized trees recently planted that do not meet code requirements due to species selection, spacing or location.

10.1.13 Tree trunk is growing into and damaging a fence, utility pole, fire hydrant or other utility fixtures.

10.1.14 Large-growing species growing under power lines that cannot be pruned for adequate clearance without compromising the tree's long-term survival, structure or appearance.

10.2 Standards: All work performed in the removal of a tree shall be in accordance with the International Society of Arboriculture and American National Standards Institute (ANSI).

Arboricultural Specifications Manual

Aurora, Illinois

10.3 Stumps: All stumps on city property shall be removed to a depth of at least eight (8) inches and all holes remaining shall be filled in with soil and planted with sod or seed.

10.4 Disease Prevention: Certain precautions must be taken when removing a diseased tree to ensure the disease will not continue to be transmitted after the tree is removed. The official City designee shall determine these precautions. After work is completed on a diseased tree, all saws and other cutting equipment must be disinfected before working on another tree.

10.5 Debris Removal: Upon the completion of work performed on City trees all branches, twigs, leaves, chips and larger portions of the tree shall be promptly removed and properly disposed of by those performing the work.

Amendments

The Arboricultural Specifications Manual may be modified, amended, or extended at any time that experience, new research or laws indicate improved methods or whenever circumstances make it advisable. The amendments shall be made with the advice; assistance and approval of the Tree Board. All amendments to this document shall be approved by the City Council.

TABLE I: City of Aurora Approved Street Tree Species List

Santamour (1990) established guidelines for tree planting within a city:

Plant no more than 30% of a family: i.e. Aceraceae

Plant no more than 20% of a genus: i.e. *Acer freemanii*, *Acer rubrum*, *Acer platanoides*, *Acer saccharum*, etc.

Plant no more than 10% of a species: i.e. *Aster subulnarium*

Scientific Name										
Family	Genus	Species	Cultivar	Common Name	Size	City Parkway	Under Wires	Salt Spray Tolerance	Soil Salt Tolerance	Spring Planting best
Asteraceae	Aster	miyabei		Miyabe Maple	L.	•		T		
Asteraceae	Aster	miyabei	Morton'	State Street® Miyabe Maple	L.	•		T		
Asteraceae	Aster	transsilvanicus x platanoides	Norwegian Sunset®	Norwegian Sunset® Maple	L.	•		T		
Asteraceae	Aster	transsilvanicus x platanoides	Pacific Sunset®	Pacific Sunset® Maple	L.	•		T		
Asteraceae	Aster	niqum		Black Maple	L.	•		M		
Asteraceae	Aster	saxibarium (very site specific)	Green Mountain'	Green Mountain® Sugar Maple	L.	•				
Asteraceae	Aster	saxibarium (very site specific)	Morton'	Crescendo Sugar Maple	L.	•		M		
Asteraceae	Aster	s. freemanii (A. rubrum x A. saxibarium)	Autumn Fantasy'	Autumn Fantasy Maple	L.	•		M		
Asteraceae	Aster	s. freemanii (A. rubrum x A. saxibarium)	'Marmo'	Marmo Maple	L.	•		M		
Asteraceae	Aster	s. freemanii (A. rubrum x A. saxibarium)	'Sienna'	Sienna Maple	L.	•		M		
Flacourtiaceae	Aucubus	hippocastanum	Baumanni'	Baumanni Horse chestnut	L.	•		T	•	•
Flacourtiaceae	Aucubus	oculandra		Yellow Buckeye	L.	•		M		
Rhamnaceae	Catalpa	speciosa		Northern Catalpa	L.	•		T	•	
Ulmaceae	Celtis	occidentalis		Hackberry	L.	•		M		
Ulmaceae	Celtis	occidentalis	'Chicago Land'	Chicago Land Hackberry	L.	•		M		
Ulmaceae	Celtis	occidentalis	'Windy City'	Windy City Hackberry	L.	•		M		
Cinkgoaceae	Cinkgo	biloba		Ginkgo (male only)	L.	•		M	•	
Cinkgoaceae	Cinkgo	biloba	Autumn Gold'	Autumn Gold Ginkgo	L.	•		M	•	
Cinkgoaceae	Cinkgo	biloba	'Maggay'	Maggay Ginkgo	L.	•		M	•	
Cinkgoaceae	Cinkgo	biloba	Princeton Sentry'	Princeton Sentry Ginkgo	L.	•		M	•	
Salicaceae	Gleditsia	triacanthos var. inermis	Skycole'	Skyline Honey locust	L.	•		T	•	
Flacourtiaceae	Gymnocladus	diospis		Kentucky Coffee tree	L.	•		T	•	
Flacourtiaceae	Gymnocladus	diospis	Espresso'	Kentucky Coffee tree	L.	•		T	•	
Fluminiellidaceae	Liquidambar	styraciflua	'Moraine'	Moraine Sweet gum	L.	•		M		•
Magnoliaceae	Liriodendron	tulipifera		Tulip tree	L.	•				•
Moraceae	Maschero	paumifera	Whiteshield'	Whiteshield Osage Orange (fruit & thornless)	L.	•		M		
Taxodiaceae	Metasequoia	glyptostroboites		Dawn Redwood	L.	•				•
Platanaceae	Platanus	s. axerifolia	Exclamation	London Plane Tree	L.	•		M		•
Flagraceae	Quercus	alba x robur	Grimschmidf	Grimschmidf Oak	L.	•				•
Flagraceae	Quercus	bubor		Swamp White Oak	L.	•		M	•	•
Flagraceae	Quercus	macrocarpa		Bur Oak	L.	•		M	•	•
Flagraceae	Quercus	macrocarpa		Chinquapin Oak	L.	•		M	•	•
Flagraceae	Quercus	robur		English Oak	L.	•		T		•

<i>Quercus</i>	<i>rubur</i>	Regal Prince	English Oak	•	•
<i>l. upeana</i>		Regal Prince	English Oak	•	•

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Plant no more than 20% of a genus: i.e. *Acer* *fremontii*, *Acer rubrum*, *Acer platanoides*, *Acer saccharum*, etc.

Plant no more than 10% of a species: i.e. *Acer saccharum*

Legend

Salt Tolerance:

T= Plants with highest degree of salt tolerance. Use in the most exposed areas

M = Plants with a moderate degree of salt tolerance. Use in low salt areas

Size:

L = > 40 ft.

M = 30 to 40 ft.

S = up to 30 ft.

Scientific Name		Common Name	Size	City Parkway	Under Wires	Salt Spray Tolerance	Soil Salt Tolerance	Spring Planting Best
Family	Genus	Species	Cultivar					
Legaceae	Quercus	robur	'Pyramich'	L.	•	T		•
Legaceae	Quercus	N. macrocarpa	'Clemens'	L.	•	T		•
Robiaceae	Robinia	pseudacacia	'Chicago Blues'	L.	•	T	•	•
Taxodiaceae	Taxodium	distichum		L.	•	T		•
Taxodiaceae	Taxodium	distichum	Shawnee Brave	L.	•	T	•	•
Tiliaceae	Tilia	americana		L.	•			
Tiliaceae	Tilia	americana	'Boulevard'	L.	•			
Tiliaceae	Tilia	americana	'Wandell'	L.	•			
Tiliaceae	Tilia	americana	'Redmond'	L.	•			
Tiliaceae	Tilia	americana	'American Sentry'	L.	•			
Tiliaceae	Tilia	platyphyllos		L.	•			
Tiliaceae	Tilia	tomentosa		L.	•	M		
Tiliaceae	Tilia	tomentosa	PN16051	L.	•	M		
Tiliaceae	Tilia	tomentosa	'Sterling'	L.	•	M		
Tiliaceae	Tilia	cordata		L.	•			
Ulmaceae	Ulmus	japonica N. wilsonia	'Morton'	L.	•			•
Ulmaceae	Ulmus	wilsoniana	'Prospector'	L.	•			
Ulmaceae	Ulmus	surpinifolia	Commendation	L.	•			
Ulmaceae	Ulmus	surpinifolia	'Regal'	L.	•			
Ulmaceae	Ulmus	surpinifolia	Morton Glossy'	L.	•			
Asteraceae	Aster	ampelitre		M	•	M		•
Hippocistaceae	Aesculus	plebata		M	•	M		•
Betulaceae	Carpinus	betulus		M	•			•
Betulaceae	Carpinus	caroliniana		M	•			•
Betulaceae	Corylus	avolum		M	•			•
Betulaceae	Ostrya	virginiana		M	•	M		•
Legaceae	Quercus	elipancididis		M	•	M	•	•
Legaceae	Quercus	imbricaria		M	•	M		•
Oleaceae	Syringa	pekinensis	Morton'	M	•	T		•
Rosaceae	Amelanchier	N. grandiflora		S	•	T		
Rosaceae	Amelanchier	laetis		S	•	M		
Rosaceae	Cornus	mas		S	•	M		•
Rosaceae	Crataegus	crugalli	var. inermis	S	•			•
Rosaceae	Crataegus	viridis	Winter King'	S	•			•

<i>Itosaxae</i>	<i>Melba</i>	<i>boxula</i>	<i>urjucku</i>	Korean Crabapple	S	.	.	.
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TABLE I: City of Aurora Approved Street Tree Species List

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Plant no more than 10% of a species: i.e. *Acer saccharum*

Legend

Salt Tolerance:

T = Plants with highest degree of salt tolerance. Use in the most exposed areas

M = Plants with a moderate degree of salt tolerance. Use in low salt areas

Size:

L = > 40 ft.

M = 30 to 40 Ft.

S = up to 30 ft.

Scientific Name										
Family	Genus	Species	Cultivar	Common Name	Size	City Parkway	Under Wires	Salt Spray Tolerance	Soil Salt Tolerance	Spring Planting best
Rosaceae	Malus		'Beverly'	Beverly Crabapple	S	•	•			•
Rosaceae	Malus		'Cardinal'	Cardinal Crabapple	S	•	•			•
Rosaceae	Malus		Purple Prince	Purple Prince Crabapple	S	•	•			
Rosaceae	Malus		'Jewelcraft'	Red Jewel Crabapple	S	•	•			•
Rosaceae	Malus		Red Peacock'	Red Peacock Crabapple	S	•	•			•
Rosaceae	Malus	sargentii		Sargent's Crabapple	S	•	•			•
Rosaceae	Malus	transitoria	'Schmidtcutleaf'	Golden Raindrops® Crabapple	S	•	•			•
Rosaceae	Malus	x-zumi	'nur' Cabapple'	Zumi Crabapple	S	•	•	M		•
Oleaceae	Syringa	reticulata ssp. reticulata	'Ivory Silk'	Ivory Silk Japanese Tree Lilac	S	•	•	T		
Oleaceae	Syringa	reticulata ssp. reticulata	'Summer Snow'	Summer Snow Japanese Tree lilac	S	•	•	T		

Sources:

- Illinois Department of Agriculture - Increasing Tree Diversity in the Urban Landscape: Alternatives to Planting Ash - February 2007
- Salt Tolerance of Trees and Shrubs - Morton Arboretum
- Native Trees, Shrubs, and Vines for Urban and Rural America - A Planting Design Manual for Environmental Designers. Gary Hightshoe Iowa State University 1988
- A Practitioner's Guide to Stem Girdling Roots of Trees - Impacts on Trees, Symptomology and Prevention. Gary Johnson - University of Minnesota, Richard Hauer - Minn. Dept. of Agriculture
- List of Native Trees for Use along Illinois Roadways - Corridors for Tomorrow Project, Kenneth R. Robertson
- Alternative to Ash Trees: Commercially Available Species and Cultivars - Dr. Laura G. Jull Dept. of Horticulture, University of Wisconsin-Madison
- Crab-Apple Cultivars Tested as Street Trees: Second Report - Henry D. Cierfold Journal of Arboriculture January 2000
- City of Butaria Tree List (2001)



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

DATE: July 11, 2017
TO: Prospective Proposers
FROM: Jolene Coulter, Interim Director of Procurement
RE: **CITY OF AURORA REQUEST FOR PROPOSAL 17-29
2017 ANNUAL CITY-WIDE LANDSCAPING PROGRAM**

This notice forms a part of the Request for Proposal 17-29 *2017 Annual City-wide Landscaping Program*. All other information pertaining to this RFP shall remain the same.

Proposer must submit an original response and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. **Sealed Proposals will be accepted prior to 5:00 pm, Tuesday, July 18, 2017 at the City of Aurora, Attn: Procurement Division, 44 E. Downer Place, Aurora, IL 60507.**

Please attach a copy of this addendum as acknowledgement of this addendum with your application. Failure to do so may subject Proposer disqualification.

Responses/Clarifications to questions received by 12:00 pm, Monday, July 10, 2017:

- 1) Could you please give us a simple yes or no to whether this is a State of Illinois prevailing wage project?

No.

- 2) If the city considers this a non-prevailing wage project, will the City of Aurora cover all legal costs, penalties and additional wages which may be levied by the State of Illinois Department of Labor? And further hold the contractor harmless in any and all further wage related issues.

The City will not be doing so.

- 3) Will certified payrolls be required for this project?

No.

- 4) What has been the approximate annual value of this contract?

The contract value is approximately \$500,000 annually.

- 5) Is the selected contractor required to submit certified payroll?

No.

- 6) Is there a wage decision for this project? If so, what is the wage decision number and date? Could you please forward the wage decision and the appropriate wages required to pay for each classification including landscape laborers, landscape truck drivers and landscape operators?

This contract is not subject to prevailing wages.

- 7) All previous bid packages for this type of work have included the wage information. Please explain why the prevailing wage information is not included in this bid package?

This contract is not subject to prevailing wages.

- 8) Is the city leaving the wage determination to be paid up to the contractor?

This contract is not subject to prevailing wages.

- 9) Most city contracts show the prevailing wages to be paid for that project. We request the same information for this project as well.

This contract is not subject to prevailing wages.

- 10) Will a performance and payment bond be required for this project?

A contract bond will be required as described in sections 2.2 and 2.3 of the general specifications.

- 11) What is maximum dollar amount before additional city council approval is required?

This contract will be approved by City Council prior to execution.

End of Addendum



W.E. Mundy Landscaping & Garden Center, Inc.

1135 Mitchell Road Aurora, IL 60505
Phone: 630-896-6900 Fax: 630-896-6929
wally@mundylandscaping.com

SECTION 9

LANDSCAPE MAINTENANCE CONTRACTOR'S INFORMATIONAL QUESTIONNAIRE

9.1 GENERAL QUALIFICATIONS OF THE BUSINESS

1. W.E. Mundy Landscaping & Garden Center, Inc.
1135 Mitchell Road
Aurora, IL 60505
Phone #630-896-6900
2. Illinois Corporation
3. Key Personnel
 - a. Owner/President – Wallace E. Mundy RLA
 - b. Vice President – Michael Mundy
 - c. Kevin Robinson – Superintendent
 - d. Jeff Olson – Foreman
 - e. Jose Almaraz – Foreman
 - f. Roberto Pizano – Foreman
 - g. Clemente Lopez – Foreman
 - h. Simeon Pizano – Foreman
4. Program Manager - Michael Mundy, Illinois State University-Horticulture
22 years experience.
5. Key personnel -
 - a. Jose Almaraz – COA City Landscape - 20 plus years
 - b. Roberto Pizano – COA City Landscape – 20 plus years
 - c. Simeon Pizano – COA City Landscape – 20 plus years
6. No termination for insufficient performance.

7. See attached fees in schedule of prices.

9.2 EXPERIENCE OF CONTRACTOR

Biography of Wallace “Wally” Mundy

Born and raised in Aurora, Illinois, Wally Mundy has spent over 65 years in his community. He attended Greenman Elementary, Franklin Junior High, and graduated from West Aurora High School in 1965. He went on to graduate from Morningside College in Sioux City, Iowa in 1969 and served six years in the Illinois Army National Guard.

Wally began his career as a young junior high school boy who worked his way into the business by providing lawn care services to his neighborhood. Upon graduation from college, he returned to his hometown and began his current business. Wally achieved his Landscape Architect License in 1990 and is licensed in the State of Illinois.

He and his wife, Sue, a retired teacher, who taught at Freeman Elementary School, in Aurora, have been married for 45 years. They have a son, Michael, who joined the company full time in 1998 and manages the operations. Their daughter, Megan, is a graduate of North Central College, with a degree in Education. Until recently Megan was office manager for the company. Wally and Sue have been blessed with three grandchildren.

Through the years, Wally has always continued his commitment to providing his community with charitable work and service projects. W. E. Mundy Landscaping has left its mark on the community through many of these projects, including the Agnes Mundy Park on Broadway and neighborhood improvement projects, including Serenity Garden and God’s Gym. Other charitable work in Aurora that Mundy has been involved in includes Hesed House, The Sunken Garden at Phillips Park, Aurora University, Rush Copley Medical Center, Coats for Kids, Aurora Area Interfaith Food Pantry, West Aurora School District #129 and RiverEdge Park.

In 1998, Wally established the Millennium Plaza Committee, a private-public partnership to build a monument commemorating Aurora’s salute to the third Millennium. Wally brought together the business community, the City, and the citizens of Aurora through a 501C3 (not-for-profit). Wally and the committee fundraised \$750,000 plus in cash and (in kind) donations to build Millennium Plaza. It now stands in the heart of downtown as Aurora’s salute to the third Millennium.

Wally served on the Board of Directors for the Aurora Economic Development Commission and is a past Board Member and Chairman of the Chamber of Commerce. He also serves on the RiverEdge Park Committee. RiverEdge Park will be the central magnet to attract visitors and millions of dollars in residential, commercial, and retail growth, creating new jobs and a vibrant economic engine in downtown Aurora.

As a sitting member of the Board of Directors of Seize the Future Development Foundation, Wally works with the President of the Foundation, Chairman of the Board and other Board members to promote development throughout Aurora. Wally currently serves as Secretary/Treasurer.

An upbeat and energetic family man, Wally proudly looks around Aurora and has an emotional ownership of his hometown. Mundy’s business philosophy mirrors his solid Midwestern personal

principles of community, honor, and service. Wally feels pride and gratitude for the opportunity to serve the community that has always been his home.

Aurora Area Projects List

These are a few of the projects we have completed in the area over the years:

COA – Annual Tree Planting Program

20+ years

COA – Sewer & Water Restoration

15+ years

COA – Numerous projects throughout City

50+ years

COA – Phillips Park

Golf Course Retaining Wall at Clubhouse

COA – Phillips Park

Sunken Garden

COA – McCarty Park

COA – Millennium Plaza

COA – New Police Facility (Indian Trail)

COA – Stump Restoration City-Wide

Aurora University

- 1.) Landscape Improvements-Eckhart Hall
- 2.) Landscape Improvements-Alumni Hall
- 3.) Landscape Improvements-Library
- 4.) Landscape Improvements-Founders House
- 5.) Landscape Improvements-Dunham Hall
- 6.) Landscape Improvements-Jenks Dorm
- 7.) Landscape Improvements-New Dorm
- 8.) Landscape Improvements-STEM Building
- 9.) Landscape Improvements-Stevens Hall
- 10.) Landscape Improvements-Campus Stadium
- 11.) Landscape Improvements-Welcome Center
- 12.) Calumet Entrance and ally
- 13.) Prairie Street Bosque
- 14.) Wackerlin Center Labyrinth
- 15.) Spartan Sport Complex (Edgelawn & Jericho Road)
- 16.) Perry Theatre Improvements
- 17.) Presidents Garden

- 18.) George Williams College – Aurora University
Welcome Center
- 19.) Wiedensel Entrance (George Williams College)
- 20.) Spartan Plaza (pavers)

Rush-Copley Medical Center

- 1.) New Entrance Landscaping
- 2.) Tennis Patio Area
- 3.) Cancer Support Facility (Waterford)
- 4.) Parking Deck Landscape Renovation
- 5.) Physicians Office Building
- 6.) Main Courtyard Garden
- 7.) All-Site Parking Lot Improvements
- 8.) Misc. Landscape Improvements

Misc. Projects

- 1.) Aurora/St. Charles Retirement Landscape
- 2.) Kraft Foods
- 3.) Advocate Health Care Office
(Sequoia Drive, Aurora)
- 4.) W. Galena Blvd. – Landscape Improvements
- 5.) W. Sullivan Road – Landscape Improvements
- 6.) Herrington Inn – Outdoor Garden
(Geneva)
- 7.) Stonebridge Clubhouse
- 8.) White Eagle Clubhouse
- 9.) KVR Shopping Plaza
(Fox Valley)
- 10.) Ogden Professional Building
- 11.) Copley Heart Institute
- 12.) 1st Centennial Mortgage
- 13.) Tillers Retirement Home/Courtyard
(Oswego)
- 14.) VNA – Elgin
- 15.) VNA – Romeoville
- 16.) VNA – Aurora (Farnsworth Ave.)
- 17.) Stonebridge Entrances (Indian Trail) / Stonebridge Blvd. Streetscape
- 18.) Ashwood Park
Entrance Monuments and site improvements (Naperville)

9.3 REFERENCES – See attached Appendix A References and Letters

9.5 ORGANIZATION

1. Owner/Operator Wallace E. Mundy RLA (50 years experience) Registered Landscape Architect.
 - a. Vice President Michael Mundy (20 plus years' experience) All facets of landscaping.
 - b. See 9.1 General Qualifications of the Business Item #4 & #5
2. The average years of employment of the current staff is between 15 and 20 years. All personnel are able to operate most of our equipment. Most of the staff is cross trained in planting, hardscaping, seeding, sodding, grading, small and mid-sized equipment operations and all facets of landscape construction.
3. See attached equipment list Schedule of Prices Equipment

9.6 FINANCIAL HISTORY

1. No bankruptcy proceedings for the firm or the principals.
2. Most of our work is from existing clients. Those include:
 - a. Cordogan Clark & Associates (Design Build)
 - b. R.C. Wegman Construction
 - c. Rush Copley Hospital
 - d. Aurora University
 - e. City of Aurora
 - f. Ruddy Brothers, Inc.
3. No penalties have ever been levied for non-performance.
4. We currently do no bonded work.



750 Morton Avenue
Aurora, IL 60506
630.844.3000
www.rcwegman.com

July 17, 2017

To Whom It May Concern,

It gives me great pleasure to write this letter of recommendation on behalf of W. E. Mundy Landscaping. In my 41 years of working at R. C. Wegman Construction Company, Mundy Landscaping has been one of the best subcontractors I have had the pleasure to work with. The quality and completeness of their work has been outstanding. They have always gone the "extra mile" to get the job done; overcoming whatever obstacle might be in their way. I also know that if they tell me the job will be done, I can always count on it being done, and being done right.

Mundy Landscaping has always been excellent to work with when it comes to warranty issues. They follow through, and address any problems right away. They are truly an outstanding contractor to work with.

Wally and Mike Mundy have also been two of the most generous people when it comes to helping out the citizens of Aurora. They have donated their time and resources to help countless charities throughout this great City. They truly care about the City and they want to see Aurora be successful in every area of the City.

It is for these reasons that I HIGHLY recommend you utilize W. E. Mundy Landscaping for your landscaping needs. You will be glad you did!

Sincerely,

A handwritten signature in blue ink that reads 'Terry R. Bohr'.

Terry Bohr
Senior Consultant
terrybercwegman.com
630.336.2446 (mobile)





960 Ridgeway Avenue
Aurora, IL 60506

July 15, 2017

LETTER OF REFERENCE FOR WALLY MUNDY

To Whom It May Concern:

I have been working with Wally Mundy, Mundy Landscaping, for more than 20-yrs. for all the design/build projects contracted by ATMI. These contracts range in scope from very small to very large which is important to note on a reference letter because Wally Mundy treats all projects with the same quality service regardless of size.

Anyone in the landscaping business can dig a hole and stick a plant into it. Mundy Landscaping brings with that ability the service and follow through that makes them stand out amongst the other landscapers. In the 20-yr. relationship, Wally Mundy has never once not stood behind his work in every aspect from landscape architecture, which is a bonus for hiring Mundy Landscaping, to planting and servicing his work.

A proper end to this reference letter would be to say Wally Mundy is as honest a contractor as I've ever dealt with in my 30-yrs. of contracting.

Best regards,

A handwritten signature in black ink that reads "J. Pocus". The signature is stylized with a large, sweeping initial "J" and a long, horizontal flourish extending to the right.

Jerald Pocus
President

Rush-Copley Medical Center

July 17, 2017

City Of Aurora
44 East Downer Place
Aurora, Illinois 60507

Re: Reference for W.E. Mundy Landscaping, Inc.

To Whom It May Concern,

Rush Copley Medical Center has engaged the services of Mundy Landscaping for many years. We find that they consistently perform at a level focused on high quality. Their design and plant/tree suggestions are always appealing. They adhere to the budget and schedule. I would highly recommend this contractor.

Sincerely,



Kirk Kruse

Director, Facilities Management

Rush Copley Medical Center

Aurora, Illinois



CERTIFICATE OF LIABILITY INSURANCE

MUNLA-1

OP ID: CW

DATE (MM/DD/YYYY)

07/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Buttrey-Wulff-Mamminga Agency
355 First St. PO Box 580
Batavia, IL 60510
David F. Mamminga

Phone: 630-879-0111

Fax: 630-879-0216

CONTACT NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Frankenmuth Mutual Ins Co

13986

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
W.E. Mundy Landscaping
and Garden Center Inc
PO Box 1462
Aurora, IL 60507-1462

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC	X	CPP6102065	05/12/2017	05/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BA6102065	05/12/2017	05/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000		CPP6102065	05/12/2017	05/12/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N ☐ N/A	X	WC6102065	05/12/2017	05/12/2018	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		CPP6102065	05/12/2017	05/12/2018	Contractr Equipment 796,060

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Various Landscaping Locations Throughout The City. Primary and Non-Contributory General Liability Additional Insured and Worker's Compensation Waiver of Subrogation Applies To The City of Aurora. Umbrella policy follows form.

CERTIFICATE HOLDER

CANCELLATION

AURCI-1

City of Aurora
44 East Downer Place
Aurora, IL 60505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Covered Auto No.	Year	Make/Model	Vehicle Identification Number (VIN)
012	1995	TOWMASTER TRAILER	4KNFT1925SL160380
013	2000	GMC 3500	1GTHK34J8YR139270
014	1999	GMC 2500	1GTGK24U4XE512679
015	2001	TOWMASTER TRAILER	4KNUT16271L163257
016	2002	GMC YUKON	1GKEK13Z72J339243
017	2004	GMC 3500	1GDJK34U84E229379
018	2005	GMC 2500	1GTHK292255E19000
019	2005	GMC\CHEVY C4500-C	1GDJ7C1315FS21898
020	2005	GMC\CHEVY C4500-C	1GDE5C32X5F509213
021	2008	GMC 2500	1GTHK23688F170124
023	2009	GMC\CHEVY C7500 S	1GDJ7C1B69F401804
024	2009	GMC 3500	1GDJK74KX9E116949
025	1998	CHEV SUBURBAN 4X4	1GNGK26J3WJ305751
026	2000	GMC\CHEVY C SERIE	1GDJ7H1CXYJ519534
027	2014	SURE TRAC TRAILER	5JW2U2526E3084408
028	2013	GMC TERRAIN AWD 4	2GKFLXE39D6403957
029	2014	SURE TRAC DO TRLR	5JW2U252XE3085173
030	2014	GMC 3500 4X4 35 W	1GD322CG7EF131485
031	1995	GMC\CHEVY C SERIE	1GBP7H1J6SJ111718
032	2015	GMC 2500 4X4 25 H	1GT02YE85FZ133252
033	2015	GMC 3500 4X4 35 1	1GD321CG6FF193956
034	2015	GMC 3500 4X4 35 1	1GD321CG9FF194308
035	2015	GMC 2500 4X4 25 H	1GT02XEG8FZ535803
036	2008	GMC 3500 4X4 35 E	1GTHK34K18E187516
037	2017	TOWNMASTER TRAILR	4KN TT162XHL161024



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED
W E MUNDY LANDSCAPING & GARDENPOLICY NO.
CPP6102065POLICY TERM
05/12/2017 to 05/12/2018AGENT NO.
0120088**Equipment Schedule
Contractors' Equipment
Valuation Basis**

Cont.

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

SCHEDULED EQUIPMENT

ACV = Actual Cash Value

RP = Replacement Cost

AA = Agreed Amount

Item #	Description of Equipment
6.	2004, JOHN DEERE TRACTOR MODEL 2210, NEW, S#LV2210H312920
	Limit \$ 9,600 Valuation ACV
7.	2004, JOHN DEERE MOWER MODEL LX4, NEW, S#W00LX4X003959
	Limit \$ 1,000 Valuation ACV
8.	2004, JOHN DEERE MOWER MODEL 609, NEW, S#W00609C066060
	Limit \$ 2,860 Valuation ACV
10.	2006, CAT SKID LOADER MODEL 262B, NEW, S#EPDT03661
	Limit \$ 41,000 Valuation ACV
11.	2007, FINN HYDROSEEDER W/HOSE REEL, NEW, S#1F9HSL621F135235
	Limit \$ 37,226 Valuation ACV



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED
W E MUNDY LANDSCAPING & GARDENPOLICY NO.
CPP6102065POLICY TERM
05/12/2017 to 05/12/2018AGENT NO.
0120088**Equipment Schedule
Contractors' Equipment
Valuation Basis**

Cont.

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

SCHEDULED EQUIPMENTACV = Actual Cash Value
AA = Agreed Amount

RP = Replacement Cost

Item #	Description of Equipment
12.	2008, CAT WHEEL LOADER #906H, NEW, S#SDH00159
	Limit \$ 75,950 Valuation ACV
Item #	Description of Equipment
13.	2004 CAT SKID LOADER M#262B S#PDT01306
	Limit \$ 39,000 Valuation ACV
Item #	Description of Equipment
14.	2011 CATERPILLAR SKIDSTEER LOADER MODEL # 277C S/N # JWF02635
	Limit \$ 72,000 Valuation ACV
Item #	Description of Equipment
15.	2014 CATERPILLAR MOD 272D SKIDSTEER LOADER S# B5W00418
	Limit \$ 48,299 Valuation ACV
Item #	Description of Equipment
17.	1990 CATERPILLAR WHEEL LOADER/ARTIC PLOW SN#1HF01828 AND 15' SECTIONAL SN#S2885
	Limit \$ 36,200 Valuation ACV



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

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W E MUNDY LANDSCAPING & GARDENPOLICY NO.
CPP6102065POLICY TERM
05/12/2017 to 05/12/2018AGENT NO.
0120088**Equipment Schedule
Contractors' Equipment
Valuation Basis**

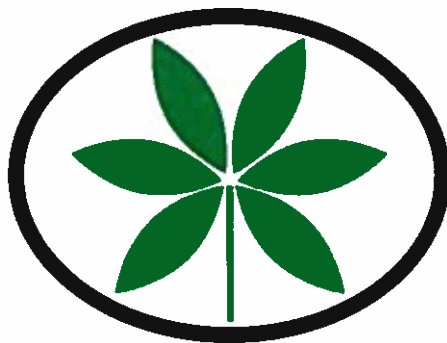
Cont.

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

SCHEDULED EQUIPMENTACV = Actual Cash Value RP = Replacement Cost
AA = Agreed Amount

Item #	Description of Equipment
18.	2012 CATERPILLAR BRUSH CUTTER BR172 S#TAB02133
	Limit \$ 2,700 Valuation ACV
19.	2016 CATERPILLAR MULTI TERRAIN LOADER MODEL 297D2, S#BL700257
	Limit \$ 88,400 Valuation ACV
20.	2015 CATERPILLAR WHEEL LOADER MODEL 926MS#LTE00694
	Limit \$ 175,000 Valuation ACV
21.	2014 CAT COMPACT WHEEL LOADER MOD 908H2 S#OJRD02657
	Limit \$ 105,500 Valuation ACV
	Limit \$ Valuation

2017 SAFETY PROGRAM



W.E. Mundy Landscaping & Garden Center, Inc.
W.E. Mundy Landscape Contracting, Inc.
Ottawa Lake Side Nursery Farms, Inc.
C & W Nursery, Inc.

W.E. Mundy Landscaping & Garden Center, Inc.

2017 Safety Program

SECTION I: SAFETY

KEY COMPONENTS OF THE W.E. MUNDY SAFETY PROGRAM

Maintaining a safe work environment is the responsibility of both the employer and the employee. In order to control accidents in the work environment safe work practices must be maintained. To establish a safe work environment the following safety controls and policies have been developed.

- INTRODUCTION
- MISSION STATEMENT
- “ACTIVE SAFETY COMMITTEE”
- REVIEW OF FEDERAL MANDATED PROGRAMS
- SAFETY RULES AND REGULATIONS
- ACCIDENT REVIEW PROCESS
- ACCIDENT INVESTIGATION PROCESS
- ACCIDENT REPORTING PROCESS
- ACCIDENT ANALYSIS

INTRODUCTION

With the rising costs of conducting business in today’s economy, all company’s need to minimize accidents from occurring to protect their greatest asset, their employees. Accidents hinder the financial growth of every company. It is important to develop a written safety program to help prevent accidents from occurring in the work force.

The main goal of a safety program is to prevent injuries or illness by removing their causes. W.E. Mundy’s company’s mission is to promote “zero” accidents by developing positive safety attitudes throughout the workplace. This goal will be accomplished with the support and involvement of management and employees alike. The “team” approach along with daily communication and enforcement of our written safety rules will be the “backbone” of our safety program.

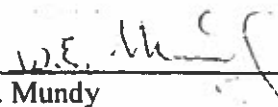
W.E. Mundy Landscaping & Garden Center, Inc.
2017 Safety Program

MISSION STATEMENT

The goal of all employees under the W.E. Mundy umbrella of companies is to strive for excellence in all areas of its business and the standards set forth in this document are the policies by which every employee must comply.

W.E. Mundy Companies Commitment to Quality

“To insure a safe and hazard free work environment and strive to deliver the highest quality services to our customers through effective communication and employee awareness.”

Signed:  Date: 5/1/2017
Wallace E. Mundy
President, W.E. Mundy Landscaping & Garden Centers, Inc.

Signed:  Date: 5/1/2017
Michael Mundy
Vice President, W.E. Mundy Landscaping & Garden Centers, Inc.

W.E. Mundy Landscaping & Garden Center, Inc.

2017 Safety Program

SAFETY COMMITTEE

The main objective of a safety committee is to have our company's employees develop an active and positive interest in safety. This can be done through communication with employees, employee representatives, and management. The safety committee will meet and discuss accident causes, as well as what preventative measures need to be taken to help minimize accidents from occurring in the future. The safety committee utilizing a team approach will include employees, supervisors, and management personnel. All employees are encouraged to communicate on the spot feedback regarding safety matters.

The following is a list of topics which will be considered at all safety meetings in order to insure the effectiveness of the safety committee:

- Discussion of safety policies
- Discussion of safety training programs
- Identify unsafe work procedures, as well as accident trends
- Perform complete accident investigations and accident analysis
- Communication to all employees of new safety policies, training, and other safety related issues
- Review of employees feedback regarding safety matters

It is the responsibility of the safety committee to maintain a schedule of when Safety Meetings will be held and the topics to be discussed. Safety Meetings will be posted in a central location and ALL employees are required to attend.

W.E. Mundy Landscaping & Garden Center, Inc.
2017 Safety Program

REVIEW OF FEDERAL MANDATED SAFETY PROGRAMS

EMERGENCY RESPONSE PROGRAM

Method for a systematic, safe and orderly evacuation of the work area or building for its occupants in case of fire or other emergencies.

WRITTEN HAZARD COMMUNICATION PROGRAM

Hazard communication requires employers to provide information on hazardous materials to all affected employees.

WRITTEN PERSONAL PROTECTIVE EQUIPMENT PROGRAM

A Personal Protective Equipment Program requires employers to provide protective equipment maintained in sanitary and reliable condition. Required use is necessary to protect employees from workplace hazards.

WRITTEN RESPIRATORY PROTECTION PROGRAM

A Respiratory Protection Program requires employers to follow a specified sequence of procedures to control harmful exposure at the worksite.

WRITTEN HEARING CONSERVATION PROGRAM

A Hearing Conservation Program requires employers to protect employees from hearing loss due to noise exposure in the workplace.

WRITTEN CONFINED SPACE ENTRY PROGRAM

A Confined Space Entry Program requires employer to protect workers from toxic, explosive, asphyxiating atmospheres.

WRITTEN FORKLIFT TRAINING PROGRAM

A Forklift Training Program requires employer to have all forklift drivers trained and authorized.

WRITTEN BLOODBORNE PATHOGENS PROGRAM

A written Bloodborne Pathogens Program requires employers to protect company employees who, in conjunction with established medical emergency response procedures, may be potential exposed to the presence of blood and/or body fluids in response to an emergency situation.

W.E. Mundy Landscaping & Garden Center, Inc.

2017 Safety Program

W.E. MUNDY EMPLOYEE SAFETY RULES AND REGULATIONS

- Report all injuries to your supervisor or foremen immediately.
- Report all unsafe conditions or unsafe acts to your employer immediately.
- Use of personal protective equipment is required by law and includes but is not limited to ear, eye, head, hand, and foot protection, etc.
- The possession or use of alcoholic beverages, dependency drugs or other related substances in the workplace is grounds for immediate dismissal.
- Employees should wear suitable clothing for the type of work they are engaged in. Avoid loose, baggy clothes, and jewelry.
- Employees are required to confine long hair in a hair net or by other means.
- Loose clothing, long hair, jewelry, and gloves should not be worn around rotating parts of machinery, and especially near nip points or the points of operation.
- Horseplay, fighting, and running are forbidden in the workplace.
- In the event of any emergency, stay calm and follow all proper emergency procedures.
- Lift with your legs not your back. (ATTACHMENT to this policy – Lifting and Carrying, National Safety Council)
- When lifting, get help if the load is too heavy or bulky.
- When lifting, know where you are going before lifting the load.
- Always wear eye protection when operating power tools or machine equipment.
- Avoid standing directly in front of grinding wheels, especially when starting the grinder.
- Do not grind on the side of the grinding wheel.
- All safety devices should be regularly checked for correct adjustment.
- Do not clean, oil, or adjust a machine while it is in motion.
- Any damaged or improperly operating equipment must be properly locked out and/or tagged out to prevent it from being operated.
- Adjustments should not be made while the machine is running.
- Machine tools should never be left running unattended unless the machine has been designed for that purpose.
- Operators should use brushes, vacuum equipment, or special tools for removing chips not hands.
- Never attempt to remove chips when a machine is operating.
- When filing on a lathe, never file right handed – always file left handed.
- When using a table saw use a push block or push stick on narrow and short stock.
- Always feed stock against the direction of rotation of the cutting head.
- Manual adjusting and gauging (callipering) of work should not be performed while the machine is running.
- Do not weld near cylinders, hoses, machinery, or near flammable materials.
- Never use matches to light torches. Use a spark lighter or stationary pilot flame.
- Make sure there is plenty of fresh air when welding in closed or confined places and never use oxygen for ventilation purposes.

W.E. Mundy Landscaping & Garden Center, Inc.
2017 Safety Program

W.E. MUNDY EMPLOYEE SAFETY RULES & REGULATIONS CONTINUED

- Wear proper head, eye, and face protection when welding and protect others from arc flashes and burns by using a proper shield.
- Compressed gas cylinders should be secured in an upright position.
- Never move compressed gas cylinders without valve protection caps in place.
- Air hoses and power cords should not lay in designated aisle-ways.
- Spills of oil or any other materials should be cleaned up as soon as possible.
- Nails protruding from lumber, boxes, or barrels should be pulled out or bent over.
- Ladders should be inspected for damage before use. Faulty ladders should be taken out of service to be repaired or cut in half and disposed of.
- Ladders used in congested areas should be properly barricaded.
- Portable ladder feet shall be placed on a substantial base and the area around the top and bottom of the ladder must be kept clear.
- Metal ladders should not be used where there is a possibility of electrical contact.
- Always face the ladder and grasp the side rails or rungs with both hands when ascending or descending.
- Do not carry tools or material when going up or down ladders. Use a bucket or canvas bag on a rope to raise or lower material.
- Never work above the second rung from the top of a ladder and do not straddle a ladder.
- Hand rails, mid-rails, back rails, and toe boards should be installed on all scaffolding.

W.E. Mundy Landscaping & Garden Center, Inc.

2017 Safety Program

SECTION II: ACCIDENTS

ACCIDENT REVIEW PROCESS

Accident: An accident is an unplanned or unexpected event that interrupts the work sequence or work process. An accident may result in injury, illness, or property damage.

The principle reason for Accident Investigations is to obtain information that will be of help in the prevention of future accidents. It is beneficial to investigate each accident to establish the cause, and to help develop procedures to prevent similar accidents from reoccurring.

MAJOR CAUSES OF ACCIDENTS

- **Unsafe Workers**
- **Hazardous procedures**
- **Equipment failure**
- **Exposure to work materials**
- **Work environment**

ACCIDENT REPORTING PROCEDURE

Any accident occurrence is to be reported to your Foreman or Supervisor immediately.

All accidents must be reported to Bituminous Insurance Companies immediately, or within 24 hours of the occurrence of the accident. If lost time is involved with the accident please refer to Bituminous Insurance Company's return to work program.

W.E. Mundy Landscaping & Garden Center, Inc.

2017 Safety Program

THE ACCIDENT INVESTIGATION PROCESS

The following is a list of procedures to be followed when performing an accident investigation. It is the responsibility of the Safety Committee to maintain that these procedures have been followed.

1. Obtain names of all employees who can provide relevant information regarding an accident.
2. Interview one on one, do not interview in groups.
3. Conduct the interview at the scene of the accident.
4. Interview the victim and witness(es) as soon as possible.
5. When conducting the interview ask open ended questions, (who, what, when, where, how, and why).
6. Document all details of the accident.
7. Review all accidents to determine the causes and establish corrective action.
8. Follow up to determine if corrective actions have been taken.

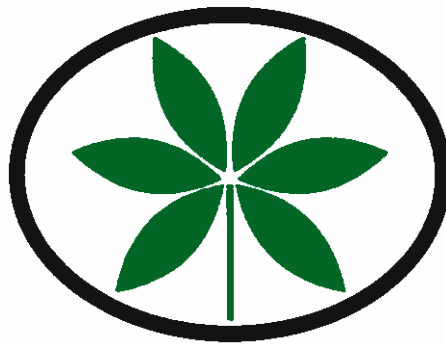
ACCIDENT ANALYSIS

After an accident has occurred, and an accident investigation has been completed, the next step is to break down or analyze the accident to determine what series of events led up to the accident. Our company needs to consider the causes and effects of each accident, and determine what corrective action should be taken to prevent similar accidents from occurring in the future.

The following list of questions should be asked after an accident has occurred:

1. What causes were related to the accidents occurrence?
2. What effects did the accident have on the injured worker?
3. What effects did the accident have on the fellow workers?
4. What should have been done, or could have been done differently, to have prevented the accident?
5. What corrective measures need to be taken to prevent similar accidents from occurring in the future?

Drug Free Workplace Act



W.E. Mundy Landscaping & Garden Center, Inc.
W.E. Mundy Landscape Contracting, Inc.
Ottawa Lake Side Nursery Farms, Inc.
C & W Nursery, Inc.

Drug-Free Workplace Policy

Purpose and Goal

W.E. Mundy Landscaping & Garden Center, Inc. and its affiliated companies is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to CEO, executive management, managers, supervisors, full-time employees, part-time employees, off-site employees and contractors.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours and whenever conducting business or representing the organization.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and work stations and vehicles and equipment.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be terminated from employment.

Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

Assistance

Organization name recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Investigate reports of dangerous practices.

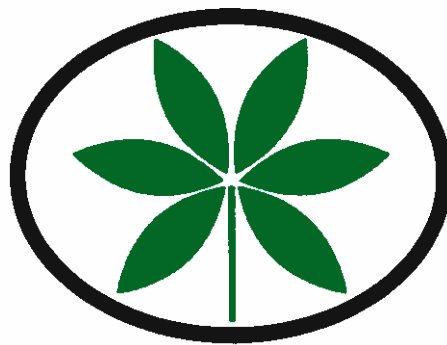
Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- Posters and brochures will be available at all locations.

Signed:  Date: 8/22/16
Wallace E. Mundy
President, W.E. Mundy Landscaping & Garden Centers, Inc. and its affiliated companies

SEXUAL HARASSMENT POLICY



W.E. Mundy Landscaping & Garden Center, Inc.
W.E. Mundy Landscape Contractor, Inc.
Ottawa Lake Side Nursery Farms, Inc.
C & W Nursery, Inc.

POLICY REGARDING SEXUAL HARASSMENT

I. STATEMENT OF COMPANY POLICY

This company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, the Illinois Human Rights Act, and 775 ILCS 5/2-105 (A). Each employee of this company bears the responsibility to refrain from sexual harassment in the workplace. No employee -male or female- should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes.

II. DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as: Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when;

- (1) Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity.

Other conduct commonly considered to be sexual harassment includes:

- * Verbal: sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside their presence, of a sexual nature.
- * Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises
- * Visual: posters, signs, pin-ups or slogans of a sexual nature.
- * Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable woman" or "reasonable man", depending on the gender of the alleged victim.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as "honey", "darling", and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment depending on the perceptions and values of the person to whom it is directed. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

III. RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accord with the company's disciplinary policy and the terms of any applicable collective bargaining agreement.

The company has designated Wally Mundy, President to coordinate the company's sexual harassment policy compliance. Mr. Mundy can be reached at 630-896-6900, 1135 Mitchell Road, Aurora, IL 60505. He is available to consult with employees regarding their obligations under this policy.

IV. RESPONSIBILITY OF SUPERVISORY EMPLOYEES

Each supervisor is responsible for maintaining the workplace free from sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct.

The courts have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a customer, contractor, sales representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline, or on the supervisor acting as an agent of the organization. As such, supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with seriousness, take prompt action to investigate it, report it, and end it, implement appropriate disciplinary action, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior that constitutes sexual harassment but does not want to make a formal complaint.

In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Supervisors in need of information regarding their obligations under this policy or procedures to follow upon receipt of a complaint of sexual harassment should contact Wally Mundy, President, 630-896-6900, 1135 Mitchell Road, Aurora, IL 60505.

V. PROCEDURES FOR FILING A COMPLAINT OF SEXUAL HARASSMENT

A. INTERNAL

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the supervisor, Mr. Mundy, and to the offending employee. It is not necessary for the sexual harassment to be directed at the person making the complaint.

Each incident of sexual harassment should be documented or recorded. A note should be made of the date, time, place, what was said or done, and by whom. The documentation may be augmented by written records such as letters, notes, memos, and telephone messages.

No one making a complaint of sexual harassment will be retaliated against even if a complaint made in good faith is not substantiated. Any witness to an incident of sexual harassment is also protected from retaliation.

The process for making a complaint about sexual harassment falls into several stages.

1. **DIRECT COMMUNICATION.** If there is sexually harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

2. **CONTACT SUPERVISORY PERSONNEL.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or the EEO Officer. If the harasser is the immediate supervisor, the problem should be reported to the next level of supervision of the EEO Officer.

3. **FORMAL WRITTEN COMPLAINT.** An employee may also report incidents of sexual harassment directly to the EEO Officer. The EEO Officer will counsel the reporting employee and be available to assist with filing a formal

complaint. The Company will fully investigate the complaint, and will advise the complainant and the alleged harasser of the results of the investigation.

B. EXTERNAL

The Company hopes that any incident of sexual harassment can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 180 days of the incident of sexual harassment. A charge with EEOC must be filed within 300 days of the incident.

The Illinois Department of Human Rights may be contacted as follows:

CHICAGO (312) 814-6200
CHICAGO TDD (312) 263-1579
SPRINGFIELD (217) 785-5100
SPRINGFIELD TDD (217) 785-5125
MARION (618) 993-7463

The United States Equal Employment Opportunity Commission can be contacted as follows:

CHICAGO (312)-353-2713
800-669-3362
TDD 800-800-3302

An employee who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC may file a retaliation charge with either of these agencies. The charges must be filed within 180 (IDHR) or 300 (EEOC) days of the retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

VI. FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which can not be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

ADMINISTRATOR:

A handwritten signature in dark ink, appearing to read 'W.E. Mundy', followed by a long horizontal line that ends in a loop.

Wallace E. Mundy, RLA
President
W.E. Mundy Landscaping & Garden Center, Inc.