

**Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523**

**Natural Area Stewardship for
Dorothy and Sam Dean Nature Sanctuary
Bid Packet
2020**



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Questions regarding this bid should be directed to Bob Johnson, Director of Parks and Planning, 630-645-9540.

**INVITATION TO BID
OAK BROOK PARK DISTRICT
Natural Area Stewardship**

The Oak Brook Park District (“District”) is accepting bids from qualified Natural Areas Stewardship Contractors for a contract with the District to maintain the restored prairie at the District’s Dorothy and Sam Dean Nature Sanctuary. The requested services shall provide for the treatment/control of invasive species.

Specifications are available in PDF format from the District’s website beginning May 25, 2020: <https://www.obparks.org/bids-rfps>.

Bids shall be submitted in a sealed, opaque envelope marked "Bid Proposal – Natural Area Stewardship." Proposals must be received on or before 11:00 a.m., Friday, June 5, 2020, at the District’s Administration Office, in the Family Recreation Center, at 1450 Forest Gate Road, Oak Brook, IL 60523. Due to the Illinois Five Phase Plan to Reopen IL in response to COVID 19, the Park District’s preferred method of submitting bids shall be in person on June 5, 2020 beginning at 8:30 a.m. – 11:00 a.m. The Park District’s Family Recreation Center front doors will be open for contractors to drop off their bid submittals. The doors will be closed at 11:00 a.m. and the bids will be opened during the Zoom Conference Meeting ID 845 4163 4837. (<https://us02web.zoom.us/j/84541634837>)

The District reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Oak Brook Park District.

All bid proposals must be accompanied by a bid bond or bank cashier’s check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment, and services.

Laure Kosey
Executive Director
Oak Brook Park District

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO BIDDERS

General Information	4
Submitting and Awarding Bids.....	4
A. Bid Documents.....	5
B. Bid Proposal Form	5
C. Requirements of Bidders	6
D. Modification of Bids	7
E. Examination of Contract Documents and Site.....	7
F. Acceptance or Rejection of Bids.....	8
G. Surety.....	9
H. Withdrawal of Bids.....	10
I. Acceptance and Contract.....	10
J. Interpretation of the Contract Documents.....	11
K. Addenda	11
L. Substitution During Bidding.....	12
M. Certifications	12

SECTION II: GENERAL AND SUPPLEMENTARY CONDITIONS.....	13
---	----

SECTION III: TECHNICAL SPECIFICATIONS

Natural Area Stewardship	21
--------------------------------	----

SECTION IV: CONTRACTOR'S CERTIFICATIONS.....	37
--	----

SECTION V: BID PROPOSAL

Company Profile.....	40
Bid Submittal Form.....	41
Bond Calculation Work Sheet	44
Contractor's Reference List.....	45
Prescribed Fire Reference List.....	47
Prescribed Fire Questionnaire	51

SECTION VI: AGREEMENT

Agreement for Natural Area Stewardship Services	52
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APPENDIX A: Listing of Invasive and Native Plants.
Village of Oak Brook Open Burning Permit Form
Dean Nature Sanctuary Diagram

NATURAL AREA STEWARDSHIP BID

SECTION I: INSTRUCTION TO BIDDERS

General Information

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the contract for the performance of the work covered by the written Specifications and Drawings, if any, and his/her legal representatives or authorized agents.

Contract Objective: The Oak Brook Park District, hereinafter referred to as "Park District," the "District" or "Owner", is seeking the most economical, yet highest quality program for maintaining its Dean Nature Sanctuary located within the jurisdictional boundaries of the Park District. To this end, the Park District is hereby inviting contractors with appropriate technical training and equipment to submit bid proposals for a one-year Natural Area Stewardship. The Contract allows for two (2) one-year extension(s) pending approval by the Park District Board of Park Commissioners.

Contract Description: This Contract for Natural Area Stewardship consists of all labor, materials and equipment necessary to complete the stewardship requirements as spelled out in these Bid Documents. In total, the Contract includes work on approximately 30 acres.

The successful Contractor for this project will practice due care and safety at all times while providing work in accordance with Specifications and with generally accepted industry standards.

Submitting and Awarding of Bids

Bid Schedule: Bid proposals are to be submitted using the bid proposal forms found in this bid packet. The sealed bid shall be marked "Bid Proposal -- Natural Area Stewardship" and be delivered to the Oak Brook Park District Administration Office (1450 Forest Gate Road, Oak Brook IL 60523) on or before 11:00a.m. on Friday, June 5, 2020. Due to the Illinois Five Phase Plan to Reopen IL in response to COVID 19, the Park District's preferred method of submitting bids shall be in person on June 5, 2020 beginning at 8:30 a.m. – 11:00 a.m. The Park District's Family Recreation Center front doors will be open for contractors to drop off their bid submittals. The doors will be closed at 11:00 a.m. and the bids will be opened during the Zoom Conference Meeting ID 845 4163 4837. (<https://us02web.zoom.us/j/84541634837>)

- i. **Computer Access:** Join the Zoom Meeting at this website:
<https://us02web.zoom.us/j/84541634837> The Meeting ID is: 845 4163 4837.
- ii. **Phone Access:** Audio Participation for the Chicago Region: Dial 1 312 626 6799
Meeting ID: 845 4163 4837
- iii. **Android phones & tablets, iPad, iPhone Access:** Download the "Zoom Cloud Meeting" app through the Google Play Store or Apple App Store. Open the app on your device. Meeting ID: 845 4163 4837.

- iv. **Important:** As you install the Zoom software, it will prompt you to enter your name. Please be sure to use your legal name.
- v. Plan to join the meeting at least 5-10 minutes before the start of the meeting. The Zoom meeting will start at 11:00 a.m.

If you need special accommodations to send your bid submittal documents by mail, Fed Ex or UPS, please contact Bob Johnson, Director of Parks and Planning, 630-645-9540 by Monday June 1, 2020, for additional information and directions.

Bid Materials: The Contract will include all sections of these Bid Documents in their entirety. All proposals must include a completed **Company Profile, Bid Price List, Natural Areas Stewardship Contractor's References List, Bond Calculation Work Sheet, Prescribed Fire References, copy of Contractor's Pesticide Applications License, copy of Contractor's National Wildfire Coordinating Group (NWCG) or IL Certified Prescribed Burn Manager Certificates, Contractor's responses to the Prescribed Fire Questionnaire, Contractor's Certifications, and Contractor/Owner Agreement forms**, which are provided herein. Bidders may also provide a one-page narrative pertaining to its company if desired.

A. BID DOCUMENTS

Documents for bidding will be available for examination and can be downloaded in a PDF format from the website of the Oak Brook Park District: <https://www.obparks.org/bids-rfps>

B. BID PROPOSAL FORM

1. Each bid shall be made on the "Bid Proposal Form" furnished by the Park District. Failure to use the Bid Form provided could result in rejection of the bid.
 - a. It is the responsibility of each Bidder to calculate the actual quantities of materials required to complete the Work as intended and shown in the Specifications, and to use the calculated quantities in preparing each bid.
 - b. Unit prices, where requested, shall be completed for the Contract, on the Line Item Bid Form, and are intended to be used as the basis for any modifications to the Work.
2. All applicable blank spaces on the "Bid Proposal Form" must be fully executed and all amounts must be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures must be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and his/her title typed below the signature.

4. Erasures, interlineations, corrections or other changes of the "Bid Proposal Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full work called for will be considered.
5. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
6. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
7. Bids shall be submitted in a sealed, opaque envelope marked "Bid Proposal – Natural Area Stewardship." Proposals must be received on or before 11:00 a.m., Friday, June 5, 2020, at the District's Administration Office, in the Family Recreation Center, at 1450 Forest Gate Road, Oak Brook, IL 60523. Due to the Illinois Five Phase Plan to Reopen IL in response to COVID 19, the Park District's preferred method of submitting bids shall be in person on June 5, 2020 beginning at 8:30 a.m. – 11:00 a.m. The Park District's Family Recreation Center front doors will be open for contractors to drop off their bid submittals. The doors will be closed at 11:00 a.m. and the bids will be opened during the Zoom Conference Meeting ID 845 4163 4837. (<https://us02web.zoom.us/j/84541634837>)
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 - v. Plan to join the meeting at least 5-10 minutes before the start of the meeting. The Zoom meeting will start at 11:00 a.m.

If you need special accommodations to send your bid submittal documents by mail, Fed Ex or UPS, please contact Bob Johnson for additional information and directions.

8. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
9. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the Park District at the foregoing address prior to commencement of the opening of bids; however, no Bidder may withdraw a bid after opening of the bids.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, contract amount, percent complete, and scheduled completion date.
2. On the Bidder's Reference List form provided herein, list at least five (5) successful native area stewardship projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.
3. Bidders shall complete the Prescribed Fire Questionnaire and Prescribed Fire References and shall submit a statement of qualifications with their bid containing the following information:
 - Resume of all key Prescribed Fire personnel assigned to the Project.
 - Descriptions and references of ten (10) successful prescribed fire projects, five (5) of the ten (10) projects referenced shall have been completed within the past five (5) years. At a minimum, references shall include the client's name, address and telephone number.
 - Before, during, and after photos for a minimum of three (3) of the projects referenced.

4. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

5. The Park District may make such investigation, as it deems necessary to determine the ability of the Bidder to perform the Work.

6. The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

D. MODIFICATION OF BIDS

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by facsimile will not be permitted. Modifications after the bid deadline will not be accepted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings, if any, and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder

from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

G. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Oak Brook Park District Board

of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Oak Brook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

I. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in

numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, and Contractors Compliance and Certifications Attachment, comprise the Bid Documents. The Bid Documents, together with the Agreement for Natural Area Stewardship Services substantially in the same form included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Bob Johnson, Director of Planning and Parks, bjohnson@obparks.org. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by email to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to

provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

L. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

M. CERTIFICATION REQUIREMENTS:

The successful Bidder shall certify its compliance with the certain requirements on the attached forms in Section IV of the Bid Packet.

SECTION II: GENERAL AND SUPPLEMENTARY CONDITIONS

The General Conditions are included in the Agreement for Natural Area Stewardship Services and are as follows. For purpose of these Conditions, the term “Contract” shall mean the Agreement for Natural Area Stewardship Service entered into by the Park District and the successful Contractor and the term “Work” means all of the Contractor’s duties under the Contract Documents, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

1. Insurance

The Contractor who is awarded this Contract shall acquire and keep in force at all times during the performance of the Contract Work, insurance coverage as provided below, and shall provide the Park District with a certificate of insurance as specified within ten (10) days after receiving the Contract award for the types and amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor’s insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor shall waive subrogation and all other rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The certificate(s) of insurance must specify the activity as "Herbicide Applications and Controlled Burning Operations of Open and/or Natural Area Lands."

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

2. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

3. Regulatory Requirements

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Healthy Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

4. Contractor/Park District Conferences: At no additional cost to the Park District, the Contractor shall designate either itself or a responsible company agent as an overall foreman to meet with the Director of Parks and Planning at least once per month during the term the Contract to review the Work accomplished and to discuss the Work to be completed.

5. Superintendence, Control and Management: The Contractor shall keep a superintendent fluent in English on the site at all times during the Work, who shall have the knowledge and control of all Work to be performed. The supervisor shall exercise professional skill, care and diligence in endeavoring to discover and promptly report to the Park District any deficiencies in the Work. The Contractor shall be responsible to the Park District for proper coordination and supervision of all Work to be performed. Contractor's personnel shall conduct themselves in a professional manner at all times and shall be dressed in a neat manner with a logo shirt that identifies the Contractor's personnel. The Contractor shall employ only competent and efficient personnel, and whenever in the opinion of the Owner, an employee is careless, incompetent, obstructs the progress of the Work acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Park District, discharge or otherwise remove such employees from the Project and shall not reinstate such employee, except with the written consent of the Park District.

6. Property Damage: The Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Park District's property in a manner agreed upon between the Park District and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations.

Existing plant life shall be adequately protected by the Contractor so as to avoid destruction and/or damage to them as a result of operations under this Contract. Plant life destroyed by the Contractor or any of its employees, except for a controlled burn, shall be replaced at the expense of the Contractor in kind, subject to the approval of the Owner.

The Contractor agrees at its sole cost and expense, to repair or replace any vegetation or property damage caused by the Contractor's operations to the satisfaction of the Director of Parks and Planning.

7. Safety Practices: The Contractor agrees to follow all product safety standards as well as all Park District safety policies and procedures, including the requirement of performing Criminal Background Checks with the State of Illinois for all Contractor employees who will be working on Park District grounds.

The Contractor shall provide to the Park District the name, address and a photo identification of each Contractor employee working on Park District property. The Contractor shall keep this information on file with the Park District up to date.

8. Time and Materials Work: The Contractor shall be available to provide other stewardship services not specified in this Contract. The Director of Parks and Planning may request a proposal for such work in writing. The Park District shall issue a written change order for any such services. Payment for such work shall be made on a time and materials basis, according to the Contractor's proposal. All work performed by the Contractor shall be completed in a timely manner on a mutually agreeable schedule.
9. Purchase Requests: Purchases by the Contractor for supplies or equipment made on behalf of the Park District outside the scope of the Work contracted for must have prior approval of the Park District. Paid receipts for all supplies and equipment purchased for the Park District must accompany Contractor invoices.
10. Payment for Services: Payment shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

The Park District may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Park District from loss on account of:

- a. Defective portions of the Work not remedied.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
 - d. Damage to the site or adjacent properties.
 - e. Failure to supply sworn affidavits, partial or final waivers of lien or other acceptable evidence of payment of all current accounts incurred for the Work. In the event a lien is filed which is attributable to any portion of the services performed hereunder by the Contractor, any Sub-contractor, or material supplier, which is not attributable to non-payment by the Park District, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period of time, whether by legal procedure, settlement, compromise, or otherwise.
11. Omissions: This Contract is intended to include all information necessary for the Work contemplated. Questions should be directed to Bob Johnson, Director of Parks and Planning. In case(s), by inadvertence or otherwise, the Contract omits information pertaining to the Work, the Contractor shall, nevertheless, be required to perform such Work so that the Natural Areas Stewardship Project may be accomplished according to the true intent and purpose of the Contract.
 12. Sub-contractors: The Contractor shall be all encompassing in its delivery of services and personally perform and furnish all Work described within these Specifications. No subcontracting or assignment of this Contract or the Work contemplated herein shall be permitted without the prior written consent of the Park District.
 13. Claims and Disputes:
 - a. Definition: A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment or money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Park District and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

b. **Time Limits on Claims:** Claims by either party must be initiated within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the claimant first recognized the condition giving rise to the claim, whichever is later.

c. **Continuing Contract Performance:** Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Park District shall continue to make payments in accordance with Contract Documents.

d. **Claims for Additional Cost:** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice of the need for a change order shall be given to the Park District or its representative before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

e. **Claims for Additional Time:** If the Contractor wishes to make Claim for additional time for any scheduled Work, written notice shall be given to the Park District of the need for a change order. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on any progress of Work. In the case of a continuing delay, only one Claim is necessary.

f. The decision of the Park District or its representative as to any Claims made in writing shall be final. No disputes arising hereunder shall be subject to arbitration.

14. **Change Orders:** The Park District or its representative, without invalidating the Contract, may order changes in the services to be provided, within the general scope of the Contract consisting of additions, deletions or alterations of the Specifications, or other revisions; the Contract Sum being adjusted accordingly.

All such changes to the Work shall be authorized by a written change order and shall be performed under the applicable conditions of the Contract Documents.

The portion of the Work, which results from any changes as specified, shall not be started until receipt of a written authorization from the Park District, which authorization shall state the items to be performed and the method of payment for each item. The Park District shall have no obligation to compensate the Contractor for any portion of the Work performed without such written change order.

15. **Cost or Credit:** The cost or credit to the Park District resulting from a change in the Work shall be determined in one or more of the following ways:
- a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

16. **Termination:** The Park District may terminate for any of the following reasons and in accordance with the Agreement:

- a. If the Contractor becomes insolvent, or is adjudged bankrupt, it if makes a general assignment for the benefit creditors, or if a receiver be appointed on account of its solvency.
- b. If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials as specified.

- c. If the Contractor fails to make prompt payment of monies due for materials, workers or subcontractors.
- d. If the Contractor persistently disregards instructions of the Park District, or violates laws and/or ordinances or regulations applicable to the Owner.
- e. If the Contractor is otherwise in breach or default.
- f. For the Park District's convenience in accordance with the Agreement.

17. Failure to Perform: Should the Park District determine that the Contractor has defaulted or neglected to carry out the Work in accordance with the Specifications, or failed to perform any provision of the Contract, the Park District may withhold payment. The Park District may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; and/or, at its option, may terminate the Contract.

18. Contractor's Safety Requirements

- a. The Contractor shall confine all equipment, the storage of materials and the operations of its personnel, to limits indicated by law, ordinances, permits, or directions of the Park District. The site shall not be utilized for the storage of vehicles, materials or equipment not intended for the Work under the Contract. The Contractor shall instruct all staff to lock vehicles, trailers, and other equipment. No equipment shall be left unlocked or with the key left in the vehicle.
- b. No equipment, tools, or any other materials shall be left overnight at the Park District unless prior arrangements have been made with the Director of Parks and Planning.
- c. Contractor's employees shall immediately stop work and notify the Director of Parks and Planning if the public is utilizing the park area in which the Contractor's employees are working.
- d. Contractor's employees will immediately report all unsafe situations such as loose fencing, divits or holes in the ground, broken benches, etc. to the Director of Parks and Planning.

19. Authority of the Park District

All Work shall be performed under the supervision of the Park District, and to its satisfaction. The Park District shall decide all questions which arise as to the quality and acceptability of Work performed, manner of performance, interpretation of the Technical Specifications, acceptable fulfillment of the Contract, compensation, and disputes under the Contract. The Park District's decision shall be final.

20. No Waiver of Legal Rights

The Park District shall not be precluded or stopped, either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the services performed or that any estimate or certificate is untrue or incorrectly made, or that the services performed or materials provided do not conform in fact to the Contract.

The Park District shall not be precluded or stopped from recovering from the Contractor and its Sureties such damage as it may sustain by reason of the Contractor's failure to comply with the

terms of the Contract. Neither the acceptance by the Park District nor any representative of the Park District, nor any payment for or acceptance of the whole or any part of the Work shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damage therein provided. A waiver of any breach of the Contract shall not be held to a waiver of any other or subsequent breach.

The Contractor accepts the relationship of trust and confidence established between it and the Park District by the Contract. The Contractor agrees to furnish the Work set forth herein and agrees to furnish efficient business administration and superintendence, and to use its best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the Park District.

Nothing contained in the Contract Documents shall create a contractual relationship between the Park District and any third party; however, it is understood and agreed that the Park District is an intended third-party beneficiary of any and all subcontracts and purchase orders and of the agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into any subcontracts, supply agreements and purchase orders.

21. Governing Law and Jurisdiction

This Contract shall be governed by the laws of the State of Illinois, and jurisdiction shall be appropriate only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

SECTION III. TECHNICAL SPECIFICATIONS

Natural Stewardship Specifications

The Dean Nature Sanctuary, a facility of the Oak Brook Park District (“Park District”), is a 40 acre park with passive recreational amenities including an ADA fishing pier on the pond, canoe launch on the Salt Creek, crushed limestone ADA pathways, mowed pathways, six interpretive gardens, and two shelters, the main gazebo and a nature viewing station. These recreational amenities were constructed in addition to restoring the native prairie, wetlands, and oak savannah in 2007 – 2009 with an Open Space Land Acquisition and Development grant from the Illinois Department of Natural Resources (IDNR).

Because natural areas are dynamic systems that constantly change and adapt to current conditions, the stewardship plan must be flexible. This plan shall be considered a starting point, a foundation on which the Contractor must build upon using practical experience and knowledge to achieve the healthy variety of plants attributed to the indigenous prairies and wetlands of DuPage County.

The Contractor must maintain the health and diversity of native prairie, oak savannah and wetland, consistently controlling and eradicating non-native/invasive plant species utilizing mowing, herbicides, and controlled burns.

The Contractor shall communicate on a monthly basis with the Park District’s Representative, Bob Johnson, Director of Parks and Planning, regarding the health of the prairie, wetland and oak savannah as well as the flowering/seed production status of non-native and invasive plant species. The Contractor and the Director of Parks and Planning shall mutually determine the needed procedures and schedule to control non-native/invasive species. The Contractor must provide a minimum of a 24-hour notice to the Director of Parks and Planning, by e-mail, prior to any work being conducted at the site. Such notice shall state the planned date and time of service and a description of the work to be performed. Field Service reports/logs must be submitted to the Park District within five (5) days after each visit.

Contractor Qualifications:

The Contractor shall have at least seven (7) years of documented experience in native seeding, planting, and natural areas management, and such Contractor shall be able to demonstrate its knowledge in the field. The Contractor shall submit a statement of Qualifications with their bid containing the following information:

- Name, address, and telephone number of firm.
- Brief history of the firm.
- Resume of all key personnel assigned to the project.
- Descriptions and references to five (5) successful native area stewardship sites. The projects referenced shall be from within the past five (5) years with at least two projects ongoing. The references shall include the client’s name, address, telephone number and email address.

The successful Contractor shall provide at least one supervisor who will be present at all times during execution of the work. The supervisor shall possess a minimum two (2) year degree or five (5) years of documented experience in natural resources, biology, or a related field. The supervisor shall have at least five (5) years of field experience in natural areas stewardship for the purposes of ecological restoration. The supervisor shall be well versed in the identification of native and non-native woody & herbaceous species during both the dormant and growing seasons. Prior to performance of any work, the Director of Parks and Planning reserves the right to request a field test of the supervisor assigned to the project to ensure adequate identification skills for the proposed stewardship activities.

The Contractor's field staff shall be thoroughly familiar with natural areas maintenance and shall have a working knowledge of the type and operation of tools being used. All crewmembers assigned to the project shall be well versed in the identification of native and non-native woody & herbaceous species during both the dormant and growing seasons.

Once personnel are assigned, tested, and approved by the Director of Parks and Planning, any changes in personnel shall be reported within ten (10) calendar days of the change occurring. Any new personnel shall be subject to field-testing by the Director of Parks and Planning to ensure adequate identification skills for the proposed stewardship activities.

FINALIZED STEWARDSHIP PLAN

The Contractor and the Director of Parks and Planning, Bob Johnson, shall meet to determine the needs of the Dean Nature Sanctuary and develop the finalized Stewardship Plan for the services to be performed, the schedule for the services, and budget.

If the Contractor determines that a change in the Stewardship Plan is required, the Contractor and Director of Parks and Planning shall meet to discuss the needed changes and a Change Order shall be executed in accordance to the General Conditions of the Contract

A Prescribed Burn shall be conducted on an as-needed basis upon the recommendation of the Contractor and agreement by the Director or Parks and Planning.

NATURAL AREAS MOWING

The Contractor shall submit its bid for Natural Areas Mowing on a per acre basis for this service.

All mowing shall be conducted in accordance with all applicable codes and by personnel with appropriate training in safety and in the use of the machinery being utilized.

Natural Areas Mowing shall be conducted with a conventional rotary mower, sickle type mower, or a flail type mower; however in order to reduce thatch, at no time shall more than six (6) inches (height) of vegetation be cut in a pass.

On slopes that are too steep to mow, around structures (trees, fencing, buildings, etc.) and in areas that are too wet to mow, mowing shall be conducted with the use of hand-held gas powered brush cutter or string-trimmer.

Mowing in Lieu of a Controlled Burn:

If burning is not an option due to weather constraints, mowing and raking the cut material can be substituted for burning to remove dead plant growth from the previous year upon the approval of the Director of Parks and Planning. The Contractor shall rake off the cut material after mowing to expose the soil and encourage more rapid soil warming, favoring the heat-loving prairie flowers and grasses. Mowing shall be performed as close to the ground as possible, right down to the soil surface if possible. This closely mimics the effects of burning, and is nearly as effective in favoring the prairie plants over cool season weeds and grasses.

Timing of Spring Burning and Mowing

The best time to burn or mow a prairie can vary from year to year. For controlling cool season grasses and weeds, mid-spring is best. This is usually between April 10 and May 10, but varies based upon latitude and the weather in any given year. Experience has shown that prairies should be burned or mowed when the buds of the sugar maple (*Acer saccharum*) are just beginning to open in spring. This corresponds to the time when most prairie plants are just beginning to emerge from winter dormancy. Since the prairie plants have grown very little at this point in the season, they remain unharmed under the soil during burning or mowing. Some early blooming species typical of dry prairies can be harmed by mid-spring burns. The plants include Shootingstar (*Dodecatheon meadia*), Prairie Smoke (*Geum triflorum*), Pasque Flower (*Pulsatilla patens*), Hoary Puccoon (*Lithospermum canescens*), Birdsfoot Violet (*Viola pedata*), and Buttercups (*Ranunculus spp.*).

If the prairie has numerous early spring-blooming flowers, it is best to burn in mid to late fall after the prairie plants have gone dormant, or in early spring prior to emergence of spring wildflowers. If woody plants are a problem in the meadow, burning in late spring will do more damage to them than a mid-spring burn. Wait until the trees and shrubs have fully leafed out and then burn or mow. This is usually in mid to late May. Although the prairie plants will also be harmed, a late burn will severely damage most woody plants. The prairie flowers and grasses will grow back rapidly, as the woody plants recover more slowly.

The Contractor shall evaluate the conditions of the prairie to determine the best schedule to conduct the mowing/burning work.

HERBICIDE APPLICATION

The Contractor shall submit its bid for herbicide application on a per acre basis for this service.

GENERAL

Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices shall be used whenever practical.

Applications shall be coordinated with the Director of Parks and Planning in order not to interfere with any organized activity by the Park District.

All herbicide product labels must be strictly followed and shall supersede any of the information contained in these specifications.

All herbicide use shall be in strict compliance with manufacturers label specifications, application rates, procedures, warning labels, and all applicable codes, standards, and best management practices.

The Contractor shall have on site at all times the appropriate Materials Safety Data Sheets (MSDS) and/or Safety Data Sheets and labels for all substances utilized in the fulfillment of this project. Herbicide(s) shall contain 0.25% v/v surfactant. If selected herbicide does not contain surfactant, the Contractor shall add appropriate surfactant(s) at the specified rate of the manufacturer and in accordance with all applicable regulations.

Herbicide(s) shall be mixed with water, oils, fuels, anti-foaming agents, and/or tackifiers in order to achieve the appropriate potency and/or to increase water resistance and persistence at the specified rate of the manufacturer and in accordance with all applicable regulations.

All herbicide(s) shall contain colored dye, such as The Turfmark, Signal, Spimax or Bas-oil mixed at the manufacturer's recommended rate, to aid in identification of areas or objects that have received herbicide treatment.

The Contractor shall conduct herbicide applications so that over-application/overspray is minimized or eliminated. Herbicide shall be applied to treat only those species targeted. Damage caused by mistreatment or over-application/overspray shall be quantified and calculated by the Director of Parks and Planning and repaired by the Natural Areas Stewardship Contractor at no additional cost to the Park District or adjacent land owners.

No herbicides shall be mixed or loaded on the project site, unless an approved portable mixing station is used.

A supply of chemical absorbent shall be maintained at the project site. Any chemical spills shall be cleaned up and reported to the Director of Parks and Planning immediately.

If weather conditions are questionable, the Contractor shall contact the Director of Parks and Planning for permission to proceed with any herbicide application.

The Contractor shall not apply herbicide during periods of excessive wind.

Only personnel who are a State of Illinois licensed applicator or licensed operator working under a licensed applicator *and* are trained in plant identification shall perform the application of herbicides. The Contractor shall submit a copy of herbicide licenses for all applicators and operators to the Director of Parks and Planning prior to beginning work on the project.

Approved non-selective herbicides (Active Ingredient):

2% - Razor, Rodeo, Round Up Pro/Ultra, or Accord (Glyphosate)

5% - Razor, Rodeo, Round Up Pro/Ultra, or Accord (Glyphosate)

25% - Razor, Rodeo, Round Up Pro/Ultra, or Accord (Glyphosate)

50% - Razor, Rodeo, Round Up Pro/Ultra, or Accord (Glyphosate)

100% - Razor, Rodeo, Round Up Pro/Ultra, or Accord (Glyphosate)

2% - Aquatic Rodeo, Aquatic Round Up Pro/Ultra, or Aquatic Accord (Glyphosate)

25% - Aquatic Rodeo, Aquatic Round Up Pro/Ultra, or Aquatic Accord (Glyphosate)

Approved selective herbicides (Active Ingredient):

2% - Ornamec (Fluazifop-p-butyl)

0.25% - Plateau (Ammonium Salt of Imazapic)

2% - Garlon 3A or Tahoe 3A (Triclopyr Amine)

5% - Garlon 3A or Tahoe 3A (Triclopyr Amine)

10% - Garlon 3A or Tahoe 3A (Triclopyr Amine)

20% - Garlon 4E or Tahoe 4E (Triclopyr Ester)

Application of Garlon 4 should be avoided if temperatures exceed 80 degrees Fahrenheit (27 degrees Celsius), as this herbicide is known to volatilize at high temperatures and impact non-target vegetation.

With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized *only* with written approval by the Director of Parks and Planning. Under no circumstances are persistent herbicides such as Atrazine to be used.

SPOT HERBICIDE APPLICATIONS

Small scattered populations or individual specimens of undesirable species shall be controlled with spot herbicide applications. Large scale colonization shall not be allowed.

Backpack Spray Treatments –The Contractor shall utilize a 3-5 gallon backpack style sprayer, such as Solo, SP3, Field King or acceptable substitution.

Hand Wicking – In areas of high quality native vegetation where desirable species are directly adjacent to targeted plants, or where the growth habit of the target plant makes it impossible to avoid off-target damage, the appropriate herbicide shall be selectively hand wiped onto the target plant utilizing a sponge-wicking applicator or a saturated cloth glove.

Site preparation and planting after herbicide applications shall be as per the Native Planting section of these specifications.

BROADCAST HERBICIDE APPLICATIONS

On larger sites where a broad-scale application is needed because large colonies of the target species have become established, broadcast applications by large tank-equipped spray-gun, all terrain vehicle (ATV) or tractor may be utilized to treat undesirable species. The following methods are appropriate:

Broad-Spectrum Herbicide Broadcast Application – This method utilizes a large tank-equipped spray-gun and/or an ATV or tractor equipped with a boom-sprayer to apply large amounts of glyphosate, which will result in complete kill of all vegetation.

Selective Herbicide Broadcast Application – This method utilizes a large tank-equipped spray-gun and/or an ATV or tractor equipped with a boom-sprayer to apply large amounts of a selective herbicide, such as Ornamec, resulting in a complete kill of only those targeted species.

A “large colony of target species” shall be defined as a target plant population whose aerial coverage is such that a broad-spectrum chemical can be broadcast without inflicting any damage to adjacent native vegetation.

Site preparation and planting after herbicide applications shall be as per the Native Planting section of these specifications.

Safety:

All applicators shall wear the proper personal protective equipment (PPE) as determined by the products being applied and the method of application. All state and local posting regulations shall be followed.

Herbicide Application Signs:

Herbicide applications signs shall be posted immediately after any herbicide application in treated areas. Unless specified otherwise by the product manufacturer, signs shall remain posted for a duration of not less than 24 hours and not more than 48 hours after the time of herbicide application.

PRESCRIBED FIRE

The Contractor shall submit its bid for prescribed fire on a per day basis for this service, subject to the approval of the Director or Parks and Planning.

The Contractor shall determine the optimal time to conduct the controlled burn and/or mowing work.

GENERAL PRIORITIES

To restore fire to its natural role and to reduce hazardous fuels through the application of prescribed fire, the Park District and the Contractor shall strategically focus activities by placing priority on:

- Areas where actions will mitigate threats to the safety of employees and the public (SAFETY FIRST!).
- Areas where actions will protect, enhance, restore and/or maintain plant and animal communities that are critical for endangered, threatened, or sensitive plant and animal species.
- Areas where actions will suppress invasive species and recycle valuable nutrients into the native soil matrix.
- Areas that will reduce the risks of wildfire. This includes the reintroduction of fire into fire-dependent ecosystems to maintain and enhance those ecosystems and the modification of vegetation to achieve specific land management objectives.

GUIDING PRINCIPALS

The following guiding principles are fundamental to the success of the Park District's Prescribed Fire and Fuels Management Program.

- Fire crew and public safety is the first priority in every prescribed fire and fuels management activity.
- Only qualified and experienced personnel using safe working standards and guidelines will participate in the implementation of prescribed fire and fuels management projects.
- Recruit and retain a well-trained workforce that meets the highest standards of professional and technical expertise.
- Promote prescribed fire in cooperative landscape scale projects to increase effectiveness and efficiency.

PRESCRIBED FIRE EXPERIENCE

The Contractor shall have at least seven (7) years of documented Prescribed Fire experience in the Midwest, in the fuel types present, and such contractor shall be able to demonstrate its knowledge in the field. This section shall utilize the term "Prescribed Fire Contractor" to designate the

required experience and responsibilities of the Contractor performing the work of the prescribed burn. The Contractor shall complete the Prescribed Burn Questionnaire and shall submit a statement of qualifications with their bid containing the following information:

- Name, address, and telephone number of firm.
- Brief business history of the firm.
- Resume of all key personnel assigned to the project.
- Descriptions *and* references to ten (10) successful prescribed fire projects, five (5) of the ten (10) projects referenced shall have been completed within the past five (5) years. At a minimum references shall include the client's name, address and telephone number.
- Before, during, and after photos for a minimum of three (3) of the projects referenced.

PERSONNEL/TRAINING

- It is required that the National Wildfire Coordinating Group (NWCG) or The Illinois Prescribed Burning Act (525 ILCS 37/) standards be followed for each prescribed fire.
- It is required to have highly trained and experienced employees working on a prescribed fire. The Contractor must meet the following requirements; documentation of fully trained and experienced personnel shall be submitted to the Director of Parks and Planning prior to work beginning.
- All fire crew members on all burns **must** have successfully completed NWCG s130/s190 and have a minimum of two (2) years of prescribed fire experience in the Midwest, in the fuel types present, and in projects of similar scope and size.
- Non-complex, low risk prescribed fire
- It is required that the burn boss has completed both the coursework and the task book for Burn Boss 3 accreditation (NWCG RxB3) or have received certification from the Illinois Department of Natural Resources of an "Illinois Certified Prescribed Burn Manager".
- It is required that the burn plan is written/reviewed and approved by an employee that has completed the coursework for Ignition Specialist 2 (NWCG RxI2) or is certified as an Illinois Certified Burn Manager.

PERFORMANCE

BURN PLAN

The Contractor shall complete and submit a burn plan for approval by the Director of Parks and Planning and local officials prior to burning.

PERMISSIONS/PERMITS

The Contractor shall gain permissions and permits from all applicable agencies and government entities prior to burning.

IL EPA Permits for Open Burning take 90 days to receive and are valid for one year of the date of issuance. IL EPA website provides the application form and additional information <http://www.epa.state.il.us/air/permits/openburn/>.

IL EPA phone number is: 1-217-782-2113

After the EPA Permit is received, the Contractor shall contact Rose Douglas, Assistant to the Fire Chief, with the Village of Oak Brook Fire Department to apply for the Village's Open Burning Permit. A copy of the village's Open Burning Permit Application form is located in the appendix section of the bid packet.

Rose Douglas
Administrative Assistant to the Fire Chief
Village of Oak Brook Fire Department
1200 Oak Brook Road
Oak Brook, IL 60523
Phone: 630.368.5220
Fax: 630.368.5229
Email: rdouglas@oak-brook.org

PUBLIC NOTIFICATION

The Contractor shall discuss with the Director of Parks and Planning when weather may be conducive for a prescribed burn at the Dean Nature Sanctuary and determine a series of possible dates for the burn. The Park District shall notify the Dean Nature Sanctuary neighbors of the dates that a prescribed burn may be conducted at the Dean Nature Sanctuary.

When approval has been received from local fire officials that it is safe to conduct the prescribed burn, the Contractor shall notify the Director of Parks and Planning at least 48 hours in advance of the burn.

At no time should any printed materials notifying residents of a controlled burn be placed in, on, or around a resident's mailbox, fence, or doors.

EXECUTION

- The prescribed fire shall be executed in accordance with the burn plan.
- The prescribed fire shall achieve the goals as stated in the burn plan.
- The Contractor shall mop up all burning material to 100% black after the main fire has passed. There shall be no burning materials when the Contractor leaves the site.

- The Contractor shall be available to return to the site within 2 hours following mop up operations to extinguish burning materials. The person selected to return to the site must have access to all crew members in the event that they must be re-deployed to the project site.

PRESCRIBED FIRE PLAN COMPONENTS

DESCRIPTION

Because of the large degree of variation in the complexity of prescribed burns, there are no standardized burn plans, only standardized information. A burn plan can be short or long, depending on the complexity of the proposed burn and the desires of the ecologist / burn boss.

This section covers the components that shall be included in any burn plan, and the items potentially included in each component.

For each section there are numerous sub-headings that may or may not be included in a specific burn plan. Whether or not a sub-heading is included in a specific burn plan shall be determined by the site and permitting agencies. The Contractor and the Director of Parks and Planning shall meet to plan the many steps required to successfully conduct the prescribed fire at the Dean Nature Sanctuary.

SITE INFORMATION

- Owner's Name
- Owner's Home phone, Cell phone, & Work Phone
- Property's Name & Address
- Burn Location: Section, township, range, 911 address, GPS coordinates (if available)
- Local contact information:
- Local emergency dispatch center
- Fire department
- Public safety communication center/911
- Medical emergency (name & phone number)
- Other
- Courtesy notifications: neighbors, organizations, local media, schools, businesses, airports, adjacent building owners, etc.

BURN SITE-SPECIFIC INFORMATION

- Target date range.
- Permits required (List all appropriate).
- Air quality
- City ordinance
- Fire chief
- Other

- Actual size of Burn Unit.
- Describe the Burn Unit and adjacent properties.
- Attach aerial photo of the site.
- Indicate North and other pertinent landmarks (such as roads, hospitals, schools, etc.).
- Describe the Existing Overstory (Percent canopy, Basal area, Height)
- Describe the Existing Understory (Percent, Height):
 - Warm season grasses
 - Cool season grasses
 - Forbs
 - Shrubs or Brush
- Describe the existing fuel type
- Describe the existing site topography
- Describe the areas of contiguous fuels
- Identify existing fire breaks (indicate on map also)
- Identify existing backup firebreaks (indicate on map also)
- Describe the closest water source(s)
- Describe previous burn management of the site (dates, results, wildfire or prescribed, etc.)
- Further describe adjacent areas (if significantly different in fuels, topography, etc.)
- List and describe special considerations (flora, fauna, safety, public not in agreement, etc.)
- Identify and describe exclusion zones and their intended purpose (indicate on map also).
- Identify smoke sensitive areas within 1 mile (people with asthma, buildings, roads, etc.)
- Identify and describe existing hazards (power lines, gas lines, wells, etc.)

OBJECTIVES AND GOALS

- Management objective:
 - Hazard reduction
 - Ecological outcomes
 - Training
- Resource objective (be specific, for example “increase forb component by 20%”)
 - Stimulate warm season grass
 - Stimulate cool season grass
 - Reduce cool season grass
 - Stimulate forbs
 - Manipulate grazing
 - Control invasive plants
 - Improve habitat
 - Remove litter
 - Reduce woody species

SITE PREPARATION

- Describe firebreaks needed.
- Type - dozer line, hand line, mowed, other
- Length & width
- Identify & locate natural firebreaks, note material composition and width.
- Roads
- Clean crop fields
- Waterways
- Other

ORGANIZATION OF PERSONNEL AND EQUIPMENT

- Ignition Crew
- Holding Crew
- Traffic Control Crew
- Equipment
- Smoke Monitors
- Other

PRESCRIPTION

This data shall be collected immediately before ignition of the planned burn. Some items must fall within a previously determined range or the burn will be cancelled.

- Weather / Acceptable burning parameters – indicate minimum /maximum.
- Allowable Rate of Spread – specify ft./min or chains/hr.
- Allowable Flame Length (feet)
- Allowable scorch height
- Allowable Mid-Flame Wind Speed (mph)
- Allowable Wind Direction: N, NE, E, SE, S, SW, W, NW
- Relative Humidity (percent)
- Temperature (°F)
- Time of Year – Spring, Summer, Dormant & explanation why this time of year is appropriate
- Dead Fuel Moisture: 1-hr, 10-hr & 100-hr
- Days Since Last Rain

- Fire behavior – Describe expected fire behavior and results (i.e. Conducted burn of 70% of the site).
- Smoke management – Describe smoke management strategies (i.e. Minimize the smoke moving through the adjacent properties by creating lift with a ring firing technique).

IGNITION AND HOLDING PLAN

This protocol shall be followed immediately before ignition of the burn. Some headings are to be filled in at that time. Potential headings:

- Map of burn site (may be included with site description).
- Pre-Burn Contacts – List those who will be contacted, include date and expected time.
- Owner(s) (day before)
- Weather service (day before)
- Fire Departments (day before)
- Conservation Officer (day before)
- County Health (day before)
- Local Residents (ASAP and day before)

Burn Day Contacts

- Owner(s) (morning of the burn)
- Weather Service (morning of the burn)
- All Cooperators (morning of the burn)
- Local Residents (morning of the burn)
- Fire & Police headquarters (morning of the burn)
- Fire & Police Dispatch/Communication Center (morning of the burn)

Weather Data – List source

Note: on-site weather data collection is needed before and during a burn

Possible sources for weather data

- NOAA
- NWS
- Internet Media (specify)

Required Weather Data

- Sky
- Precipitation
- Cold Fronts
- Wind Direction
- Highest Temperature
- Lowest Relative Humidity
- Atmospheric Stability
- Wind Speed
- Haines Index
- Mixing Height

FIRING TECHNIQUE

- Firing technique is often not decided until the day of the burn, however describe expected firing technique.
- Firing Pattern: backing, flank, ring, strip, head

GO / NO-GO CHECKLIST

Develop a Go / No-Go checklist containing the following questions.

- Are all fire prescription specifications met?
- Is the weather forecast favorable now and throughout burn?
- Are all necessary lines constructed and checked?
- Are all personnel required in the plan on-site?
- Have all personnel been briefed on the prescription burn plan?
- Have all personnel been briefed on safety hazards, escape routes, and safety zones?
- Do all personnel have the required PPE with them?
- Do all personnel have a copy of the burn map?
- Is all required equipment in place and in working order?
- Do you have needed direct communications established?
- Do you have access to adequate water?
- Do you have all keys and gate access?
- Have you made all notifications?
- In your opinion can the burn be carried out according to the burn plan and will it meet the planned resource management objectives?

- Contractor shall conduct a run-through of the go / no-go checklist the morning of the burn prior to ignition.
- If all 13 Go / No-Go questions were answered “yes” the Contractor may proceed with the test fire.

CONTINGENCY PLAN

- This shall outline the wildfire response plan.

MOP-UP

DESCRIBE EXPECTED MOP-UP EFFORTS AND EXPECTED OUTCOMES.

POST BURN EVALUATION

- Record a post burn evaluation in the burn plan immediately following burn.
- Operational data
- Post-burn weather data.
- Vegetation status after burn: Pre-burn and post-burn photographs are both ideal and simple to collect, and can be compared to photos taken months later.
- Prescribed fire summary.
- Recommendations for future management.

SECTION IV

Contractor's Certifications

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights

Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SECTION V: BID PROPOSAL

Company Profile

Firm Name: _____

Owner Name: _____ Business Phone: _____

Business Address: _____

Maintenance Yard Address (If different then above): _____

Full Time Employees: _____

Part Time/Seasonal Employees: _____

Years in business under this company name: _____ years

Bank Name: _____

Bonding Company Name: _____

Bonding Power: _____

PLEASE ENCLOSE:

- A CURRENT COPY OF YOUR STATE OF ILLINOIS, DEPARTMENT OF AGRICULTURE'S PESTICIDE APPLICATOR'S LICENSE.
- CONTRACTOR'S RESPONSES TO THE PRESCRIBED FIRE QUESTIONNAIRE
- COPIES OF NATIONAL WILDFIRE COORDINATING GROUP (NWCG) OR IL CERTIFIED PRESCRIBED BURN MANAGER CERTIFICATION(S)

BID PROPOSAL FORM

TO: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

In accordance with the contract documents, said contract documents being: Instructions to Bidders, this Bid Proposal Form, the General and Supplementary Conditions, the Technical Specifications, Contractor's Certifications, the Agreement for Natural Area Stewardship Services, and all authorized Addenda (none, unless indicated here: _____) all as issued by the Oak Brook Park District (the "Contract Documents"), hereby proposes to provide all services and supply and deliver all materials and equipment described in the Contract Documents (the "Work"). The undersigned Bidder hereby proposes to perform everything required to be performed; to provide and furnish all of the materials and equipment, and all transporting services required, and to perform the Project, as stated in the scope of work included in the Contract Documents, all in accordance with the aforementioned documents, and at the price stated hereinafter.

The undersigned Bidder declares that it has carefully examined the Contract Documents, and has inspected in detail the sites where the services are to be performed, compared the sites with the Specifications, familiarized itself as to the Work to be performed and all conditions under which the Work must be carried out; and understands that in making this proposal it waives all right to plead any misunderstanding regarding the same.

The undersigned Bidder agrees that, upon receipt of written notice of acceptance of its proposal, it will furnish all required bonds and insurance, and will execute a Contract and commence performance of services as stated in the Contract Documents.

The undersigned Bidder declares that any and all prices stated in the proposal include all taxes; costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder represents and warrants that he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and as submitted on the Bid Proposal Form.

The undersigned Bidder declares that this proposal shall remain in force for a period of sixty (60) days from the date of this proposal.

The undersigned Bidder understands and agrees that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

BIDDERS MUST BID ON ALL

Bid Component	Quantity	Bid Amount
Natural Areas Mowing	Up to 30 acres	\$ _____ /Acre
Spot Herbicide Applications	Up to 30 acres	\$ _____ /Acre
Broadcast Herbicide Application	Up to 10 acres	\$ _____ /Acre
Broadcast Over Seeding	Up to 10 acres	\$ _____ / Acre
Total cost of maintenance per acre (EXCLUDING PRESCRIBED BURN COST)		\$ _____ / Acre

Prescribed Burn	Up to 15 acres	\$ _____ /Per Burn
	16 - 30 acres	\$ _____ /Per Burn

The undersigned Bidder agrees that if the Owner accepts its bids, it will perform all Work per the Contract.

DATED THIS _____ DAY OF _____, 2020

_____	(a) Individual	()
Corporation/Partnership Name (Please print)	(b) Partnership	()
	(c) Corporation	()

Name and Title of Authorized Agent of Corporation or Partnership (Please print)

Signature of Authorized Agent (Signature)

Official Title

Street Address

City/State/Zip

Phone Number

Email address

Bond Calculation Work Sheet

The following table shall be used to calculate the total cost for the Bid Bond and the Performance Bond and a Labor and Material Payment Bond as specified in *Section 1: Instructions to Bidders*.

Description	Each	Total
Natural Areas Mowing	\$ _____ /Acre	\$ _____ for 30 acres
Spot treatments on up to 30 acres	\$ _____ /Acre	\$ _____ for 30 Acres
Broadcast herbicide treatment for up to 10 acres	\$ _____ / Acre	\$ _____ for 10 Acres
Broadcast over-seeding for up to 10 acres	\$ _____ /Acre	\$ _____ for 10 Acres
1 day of prescribed burn of native prairie areas (approximately 30 acres)	\$ _____ /Day	\$ _____ for 1 day
Total value to calculate the required Bonds		\$ _____

Natural Areas Stewardship Contractor's Reference List:

The Contractor shall provide descriptions and references to five (5) successful native area stewardship sites. The projects referenced shall be from within the past five (5) years with at least two projects ongoing. The references shall include the client's name, address, telephone number and email address. If needed, the contractor may add additional pages to provide the full description of work performed.

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Contractor's Reference List (continued)

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

PREScribed FIRE REFERENCES

The Contractor shall complete the Prescribed Fire Questionnaire and shall submit a statement of qualifications with its bid containing the following information:

- Resume of key Prescribed Fire personnel assigned to the project.
- Descriptions and references to ten (10) successful prescribed fire projects, five (5) of the ten (10) projects referenced shall have been completed within the past five (5) years. At a minimum references shall include the client's name, address and telephone number.
- Before, during, and after photos for a minimum of three (3) of the projects referenced.

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

PRESCRIBED FIRE REFERENCES

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

PRESCRIBED FIRE REFERENCES

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

PRESCRIBED FIRE REFERENCES

Contact Person

Phone Number

E-Mail

Description of Work performed – please include number of acres

PRESCRIBED FIRE QUESTIONNAIRE

DESCRIPTION

This section contains questions to be answered by the Contractor on a separate, legible sheet and shall be submitted with the bid.

CREW

- List the names of all fire crew assigned to this burn, certifications received from NWCG or IDNR IL Prescribed Burn Manager, their fire experience (include all dates and acreages of the fires for the past five years) and if they are employees, temporary staff or Sub Contractors. If a Sub Contractor, identify what his/her full time position is outside of the company.
- Provide your fire crew organization chart.

EQUIPMENT

List the small equipment that will be dedicated to the execution of this fire by quantity, year, make and model (i.e. 1 – 2005 Waterous 7400 Fire Pump, 1000' – 2005 1" flexible fire hose). List all large equipment that will be dedicated to the execution of this fire by quantity, year, make and model (i.e. 1 – 2004 Ford 450 4x4 type 6 engine). Please list all radio equipment that will be dedicated to the execution of this fire by quantity, year, make and model.

EXPERIENCE

- Utilizing the references provided on the Prescribed Fire Reference Form, list the sites your firm has conducted prescribed fires in the last 3 years. Include project name, acreage, dates, contact name and phone number.
- In the execution of a prescribed fire what is the largest escape fire or fire outside of the intended burn unit that you have had to suppress? What was the size of the original burn unit?
- While executing a prescribed fire has your company ever had to call for back up for assistance in suppressing an escape? If so, list each incident separately. Include where, when, who was called, what was the cause of the escape, and how it could have been prevented. Include client name and phone number.
- Has your company ever lost a fire and called for outside resources to extinguish the wildfire? If so, list each incident separately. Include where, when, who was called, what the cause of the escape was, and how it could have been prevented. Include client name and number.

DEAN NATURE SANCTUARY PROJECT SPECIFIC CONSIDERATIONS

- Describe what you feel are the smoke management issues and how you plan to address each one.
- How would you rate the complexity of this burn unit?
- What hazards did you see at the site and how would you mitigate them?

END OF PRESCRIBED FIRE QUESTIONNAIRE SECTION

SECTION VI:

AGREEMENT

AGREEMENT FOR NATURAL AREA STEWARDSHIP SERVICES

This Agreement for Natural Area Stewardship Services (the "Agreement") is made as of the ____ day of _____, 2020 by and between the Oak Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 1450 Forest Gate Road, Illinois, 60523 and _____, a[n] _____ ("Contractor"), with its principal place of business at _____, _____, _____, which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: restoration and maintenance of native landscaping at the District's Dean Nature Sanctuary as indicated in the Bid Documents for Natural Area Stewardship for Dorothy and Sam Dean Nature Sanctuary, dated _____ attached to and incorporated as part of this Agreement by reference (the "Bid Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Performance, Payment and Maintenance Bonds, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

3. Term. Unless terminated earlier as provided in Section 14 of this Agreement, the term of this Agreement shall commence on June 21, 2020 and expire on June 20, 2021 ("Initial Term"). and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Owner's Board of Park Commissioners.

The terms of the contract may be extended for additional one-year period, up to two years, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Owner's Board of Park Commissioners and if approved and accepted in writing by both the Contractor and the Park District by April 30 of each year. In the event the contract is extended for the additional year commencing on June 21, 2021 and expiring June 20, 2022, the unit prices shall be based on the same terms and conditions of this Agreement. In the event the contract is extended for the additional year commencing on June 21, 2022 and expiring June 20, 2023 the unit prices will be adjusted by no more than the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers as determined for the previous calendar year.

In the event the Owner or the Contractor are unable to extend this Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

4. Performance of Work. Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.

5. Contract Sum. The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the Agreement the following prices:

	Quantity	Bid Amount
Natural Areas Mowing	Up to 30 acres	\$ _____/Acre
Spot Herbicide Applications	Up to 30 acres	\$ _____/Acre
Broadcast Herbicide Application	Up to 10 acres	\$ _____/Acre
Broadcast Over Seeding	Up to 10 acres	\$ _____/Acre
Total cost of maintenance per acre (EXCLUDING PRESCRIBED BURN COST)		\$ _____/Acre
Prescribed Burn	Up to 15 acres	\$ _____/Per Burn
	16-30 acres	\$ _____/Per Burn

(collectively, hereinafter referred to as the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

8. Correction of Deficiencies. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

9. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty

excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the completion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

10. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

11. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance.

The Contractor shall acquire and keep in force at all times during the Initial Term and any renewal term of this Agreement, the following insurance coverage:

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

b. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

d. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The certificate(s) of insurance must specify the activity as "Herbicide Applications and Controlled Burning Operations of Open and/or Natural Area Lands."

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

13. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs,

causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

14. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid

balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

15. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common

law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by e-mail, facsimile or deposited in the United States mail, with postage thereon prepaid, addressed to each Party at the following addresses:

If to the Park District:	Oak Brook Park District
	Attn: Bob Johnson
	1450 Forest Gate Road
	Oak Brook, IL 60523
	Fax: 630-990-8379
	Email: bjohnson@obparks.org

If to Contractor: _____

24. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

25. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

26. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

OAK BROOK PARK DISTRICT

CONTRACTOR

By:

By:

President
Board of Park Commissioners

Its:

Attest:

Attest:

Secretary
Board of Park Commissioners

Its

762155

APPENDIX A:

Plant Lists

Village of Oak Brook
Open Burning Permit Form
Dean Nature Sanctuary Diagram

EXHIBIT A INVASIVE SPECIES LIST

It is the responsibility of the Natural Areas Stewardship Contractor to locate, identify, and eradicate any species that may endanger the successful establishment and long-term health of the specified native plant communities within the project area/site. Following is a list of common Exotic/Invasive Species typically encountered during ecological restoration efforts. This list is not representative of the site and should not be considered an inventory. The listed species shall at no time be allowed to establish or dominate the project site. The Natural Areas Stewardship Contractor shall also be aware of future plant species identified and added to the invasive species list.

Woodlands

<i>Acer platanoides</i>	NORWAY MAPLE
<i>Alliaria petiolata</i>	GARLIC MUSTARD
<i>Euonymus alata</i>	BURNING BUSH
<i>Lonicera tatarica</i>	HONEYSUCKLE
<i>Hesperis matronalis</i>	DAMES ROCKET
<i>Rhamnus cathartica</i>	COMMON BUCKTHORN
<i>Robina pseudo-acacia</i>	BLACK LOCUST
<i>Rosa multiflora</i>	MULTIFLORA ROSE

Wetlands

<i>Lythrum salicaria</i>	PURPLE LOOSESTRIFE
<i>Phalaris arundinacea</i>	REED CANARY GRASS
<i>Phragmites australis</i>	COMMON REED
<i>Typha angustifolia</i>	NARROWLEAF CATTAIL
<i>Typha latifolia</i>	COMMON CATTAIL

Prairies

<i>Bromus tectorum</i>	DOWNY BROME
<i>Bromus inermis</i>	SMOOTH BROME
<i>Centaurea maculosa</i>	SPOTTED KNAPWEED
<i>Cirsium arvense</i>	CANADA THISTLE
<i>Cirsium vulgare</i>	BULL THISTLE
<i>Daucus carota</i>	QUEEN ANNE'S LACE
<i>Dipsacus laciniatus</i>	CUTLEAF TEASEL
<i>Dipsacus sylvestris</i>	COMMON TEASEL
<i>Elaeagnus umbellata</i>	AUTUMN OLIVE
<i>Hesperis matronalis</i>	DAMES ROCKET
<i>Melilotus alba</i>	WHITE SWEET CLOVER
<i>Melilotus officinalis</i>	YELLOW SWEET CLOVER
<i>Pastinaca sativa</i>	WILD PARSNIP
<i>Poa pratensis</i>	KENTUCKY BLUEGRASS
<i>Solidago sempervirens</i>	SEASIDE GOLDENROD
<i>Aegopodium podagraria</i>	GOUTWEED
<i>Euphorbia esula</i> –	LEAFY SPURGE
<i>Anthriscus sylvestris</i>	WILD CHERVIL

Poison ivy and poison sumac are natives, but they are far from desirable and shall be eradicated.

EXHIBIT B

The following native seed mixes were used in the restoration of the Dean Nature Sanctuary. These plants are considered NATIVE PLANTS:

NATIVE SEED MIXES

Salt Creek Shoreline Seed

	Scientific Name	Common Name
ElyVir	<i>Elymus virginicus</i>	Virginia wild rye
AstSad	<i>Aster sagittifolius drummondii</i>	Drummond's aster
CamAme	<i>Campanula americana</i>	Tall bellflower
EupRug	<i>Eupatorium rugosum</i>	White snakeroot
RudTri	<i>Rudbeckia triloba</i>	Brown-eyed susan
ZizAur	<i>Zizia aurea</i>	Golden alexanders

Cottonwood Floodplain Seed

	Scientific Name	Common Name
CinAru	<i>Cinna arundinacea</i>	Common wood reed
ElyVir	<i>Elymus virginicus</i>	Virginia wild rye
ActAlt	<i>Actinomeris alternifolia (Verbesina alternifolia)</i>	Wingstem
AstSad	<i>Aster sagittifolius drummondii</i>	Drummond's aster
CamAme	<i>Campanula americana</i>	Tall bellflower
EupRug	<i>Eupatorium rugosum</i>	White snakeroot
ImpCap	<i>Impatiens capensis</i>	Spotted touch-me-not
RudLac	<i>Rudbeckia laciniata</i>	Wild golden glow
RudTri	<i>Rudbeckia triloba</i>	Brown-eyed susan

Dry Mesic Seed Mix Per

	Scientific Name	Common Name
AndSco	<i>Andropogon scoparius</i>	Little bluestem
AndGer	<i>Andropogon gerardii</i>	Big bluestem
BouCur	<i>Bouteloua curtipendula</i>	Side-oats grama grass
CxBick	<i>Carex bicknellii</i>	Copper-shouldered oval sedge
ElyCan	<i>Elymus canadensis</i>	Canada wild rye
KoeCri	<i>Koeleria cristata</i>	June grass
PanVir	<i>Panicum virgatum</i>	Switch grass
SorNut	<i>Sorghastrum nutans</i>	Indian grass
SpoHet	<i>Sporobolus heterolepis</i>	Prairie dropseed
StiSpa	<i>Stipa spartea</i>	Porcupine grass
AllCer	<i>Allium cernuum</i>	Nodding wild onion
AmoCan	<i>Amorpha canescens</i>	Lead plant
AneCyl	<i>Anemone cylindrica</i>	Thimbleweed
AscTub	<i>Asclepias tuberosa</i>	Butterfly weed

Oak Brook Park District
Natural Area Stewardship

AscVer	<i>Asclepias verticillata</i>	Whorled milkweed
AstEri	<i>Aster ericoides</i>	Heath aster
AstLae	<i>Aster laevis</i>	Smooth blue aster
AstCan	<i>Astragalus canadensis</i>	Canadian milk vetch
BapLeo	<i>Baptisia leucophaea (B. bracteata)</i>	Cream wild indigo
BleCil	<i>Blephilia ciliata</i>	Downy wood mint
CasFas	<i>Cassia fasciculata</i>	Partridge pea
CeaAme	<i>Ceanothus americanus</i>	New Jersey tea
CorPal	<i>Coreopsis palmata</i>	Prairie coreopsis
DesIls	<i>Desmanthus illinoensis</i>	Illinois sensitive plant
DesIle	<i>Desmodium illinoense</i>	Illinois tick trefoil
EchPal	<i>Echinacea pallida</i>	Pale purple coneflower
EryYuc	<i>Eryngium yuccifolium</i>	Rattlesnake master
EupCor	<i>Euphorbia corollata</i>	Flowering spurge
GenFla	<i>Gentiana flavida</i>	Yellowish gentian
HelRig	<i>Helianthus rigidus (H. laetiflorus, H. pauciflorus)</i>	Prairie sunflower
HeuRic	<i>Heuchera richardsonii</i>	Prairie alum root
KuhEuc	<i>Kuhnia eupatoroides corymbulosa</i>	False boneset
LesCap	<i>Lespedeza capitata</i>	Round-headed bush clover
LiaAsp	<i>Liatris aspera</i>	Rough blazing star
ParInt	<i>Parthenium integrifolium</i>	Wild quinine
PenDig	<i>Penstemon digitalis</i>	Fox glove beard tongue
PenPal	<i>Penstemon pallidus</i>	Pale beard tongue
PetPur	<i>Petalostemum purpureum (Dalea purpurea)</i>	Purple prairie clover
PotAru	<i>Potentilla arguta</i>	Prairie cinquefoil
RatPin	<i>Ratibida pinnata</i>	Yellow coneflower
RosCar	<i>Rosa carolina</i>	Pasture rose
RudHir	<i>Rudbeckia hirta</i>	Black-eyed susan
RueHum	<i>Ruellia humilis</i>	Wild petunia
Sillni	<i>Silphium integrifolium</i>	Rosin weed
Sillac	<i>Silphium laciniatum</i>	Compass plant
SolSpe	<i>Solidago speciosa</i>	Showy goldenrod
TraOhi	<i>Tradescantia ohimensis</i>	Common spiderwort
VerStr	<i>Verbena stricta</i>	Hoary vervain
VioPef	<i>Viola pedatafida</i>	Prairie violet
ZizApt	<i>Zizia aptera</i>	Heart-leaved meadow parsnip

Mesic Seed Mix

Oak Brook Park District
Natural Area Stewardship

	Scientific Name	Common Name
AndSco	<i>Andropogon scoparius</i>	Little bluestem
AndGer	<i>Andropogon gerardii</i>	Big bluestem
BouCur	<i>Bouteloua curtipendula</i>	Side-oats grama grass
BroKal	<i>Bromus kalmii</i>	Prairie brome
CxBrev	<i>Carex brevior</i>	Plains oval sedge
ElyCan	<i>Elymus canadensis</i>	Canada wild rye
PanVir	<i>Panicum virgatum</i>	Switch grass
SorNut	<i>Sorghastrum nutans</i>	Indian grass
SpoHet	<i>Sporobolus heterolepis</i>	Prairie dropseed
AllCer	<i>Allium cernuum</i>	Nodding wild onion
AmoCan	<i>Amorpha canescens</i>	Lead plant
AneCyl	<i>Anemone cylindrica</i>	Thimbleweed
AscSul	<i>Asclepias sullivantii</i>	Prairie milkweed
AstEri	<i>Aster ericoides</i>	Heath aster
AstLae	<i>Aster laevis</i>	Smooth blue aster
AstNov	<i>Aster novae-angliae</i>	New England aster
AstCan	<i>Astragalus canadensis</i>	Canadian milk vetch
BapLea	<i>Baptisia leucantha (B. alba)</i>	White wild indigo
CasFas	<i>Cassia fasciculata</i>	Partridge pea
CorPal	<i>Coreopsis palmata</i>	Prairie coreopsis
CorTrp	<i>Coreopsis tripteris</i>	Tall coreopsis
DesCaa	<i>Desmodium canadense</i>	Showy tick trefoil
DesIle	<i>Desmodium illinoense</i>	Illinois tick trefoil
EchPal	<i>Echinacea pallida</i>	Pale purple coneflower
EryYuc	<i>Eryngium yuccifolium</i>	Rattlesnake master
EupCor	<i>Euphorbia corollata</i>	Flowering spurge
HelRig	<i>Helianthus rigidus (H. laetiflorus, H. pauciflorus)</i>	Prairie sunflower
HelHel	<i>Heliopsis helianthoides</i>	False sunflower
HypSph	<i>Hypericum sphaerocarpum</i>	Round-fruited St. John's wort
LesCap	<i>Lespedeza capitata</i>	Round-headed bush clover
LiaPyc	<i>Liatris pycnostachya</i>	Prairie blazing star
MonFis	<i>Monarda fistulosa</i>	Wild bergamot
ParInt	<i>Parthenium integrifolium</i>	Wild quinine
PenDig	<i>Penstemon digitalis</i>	Fox glove beard tongue
PetPur	<i>Petalostemum purpureum (Dalea purpurea)</i>	Purple prairie clover
PhlPil	<i>Phlox pilosa</i>	Sand prairie phlox
PhyViv	<i>Physostegia virginiana</i>	Obedient plant
PycVir	<i>Pycnanthemum virginianum</i>	Common mountain mint
RatPin	<i>Ratibida pinnata</i>	Yellow coneflower
RosCar	<i>Rosa carolina</i>	Pasture rose
RudHir	<i>Rudbeckia hirta</i>	Black-eyed susan
SilIni	<i>Silphium integrifolium</i>	Rosin weed
SilLac	<i>Silphium laciniatum</i>	Compass plant
SilTer	<i>Silphium terebinthinaceum</i>	Prairie dock
SolGrg	<i>Solidago graminifolia</i>	Grass-leaved goldenrod
SolJun	<i>Solidago juncea</i>	Early goldenrod

Oak Brook Park District
Natural Area Stewardship

ThaDad	<i>Thalictrum dasycarpum</i>	Purple meadow rue
TraOhi	<i>Tradescantia ohiensis</i>	Common spiderwort
VerVir	<i>Veronicastrum virginicum (Leptandra virginica)</i>	Culver's root
ZizAur	<i>Zizia aurea</i>	Golden alexanders

Wet Prairie Seed Mix

	Scientific Name	Common Name
AndGer	<i>Andropogon gerardii</i>	Big bluestem
BroKal	<i>Bromus kalmii</i>	Prairie brome
ElyVir	<i>Elymus virginicus</i>	Virginia wild rye
GlyStr	<i>Glyceria striata</i>	Fowl manna grass
JunTor	<i>Juncus torreyi</i>	Torrey's rush
SciCyp	<i>Scirpus cyperinus</i>	Wool grass
SpaPec	<i>Spartina pectinata</i>	Prairie cord grass
AneCan	<i>Anemone canadensis</i>	Meadow anemone
AscInc	<i>Asclepias incarnata</i>	Swamp milkweed
AstNov	<i>Aster novae-angliae</i>	New England aster
BapLea	<i>Baptisia leucantha (B. alba)</i>	White wild indigo
BidAri	<i>Bidens aristosa mutica</i>	Swamp marigold
CheGlb	<i>Chelone glabra</i>	Turtlehead
CorTrp	<i>Coreopsis tripteris</i>	Tall coreopsis
DesCaa	<i>Desmodium canadense</i>	Showy tick trefoil
EupMam	<i>Eupatorium maculatum</i>	Spotted joe-pye weed
EupPer	<i>Eupatorium perfoliatum</i>	Common boneset
FilRub	<i>Filipendula rubra</i>	Queen of the Prairie
GenAnd	<i>Gentiana andrewsii</i>	Bottle gentian
HelAut	<i>Helenium autumnale</i>	Sneezeweed
IriVis	<i>Iris virginica shrevei</i>	Blue flag iris
LiaSpi	<i>Liatris spicata</i>	Marsh blazing star
LobSip	<i>Lobelia siphilitica</i>	Great blue lobelia
LycAme	<i>Lycopus americanus</i>	Common water horehound
LytAla	<i>Lythrum alatum</i>	Winged loosestrife
MimRin	<i>Mimulus ringens</i>	Monkey flower
PedLan	<i>Pedicularis lanceolata</i>	Fen betony
PhyViv	<i>Physostegia virginiana</i>	Obedient plant
PreRac	<i>Prenanthes racemosa</i>	Rattlesnake root
PycVir	<i>Pycnanthemum virginianum</i>	Common mountain mint
RudSub	<i>Rudbeckia subtomentosa</i>	Sweet black-eyed susan
ScuLat	<i>Scutellaria lateriflora</i>	Mad-dog skullcap
SilPer	<i>Silphium perfoliatum</i>	Cup plant
SolGrg	<i>Solidago graminifolia</i>	Grass-leaved goldenrod
SolRid	<i>Solidago riddellii</i>	Riddell's goldenrod
SpiAlb	<i>Spiraea alba</i>	Meadowsweet
TeuCan	<i>Teucrium canadense</i>	Germander
ThaDad	<i>Thalictrum dasycarpum</i>	Purple meadow rue
VerHas	<i>Verbena hastata</i>	Blue vervain

Oak Brook Park District
Natural Area Stewardship

VerFas	<i>Vernonia fasciculata</i>	Common ironweed
VerVir	<i>Veronicastrum virginicum (Leptandra virginica)</i>	Culver's root
ZizAur	<i>Zizia aurea</i>	Golden alexanders

Oak Savanna Seed Mix

	Scientific Name	Common Name
ElyVil	<i>Elymus villosus</i>	Silky wild rye
ElyVir	<i>Elymus virginicus</i>	Virginia wild rye
HysPat	<i>Hystrix patula</i>	Bottlebrush grass
AgaScr	<i>Agastache scrophulariaefolia</i>	Purple giant hyssop
AneVir	<i>Anemone virginiana</i>	Tall anemone
AquCan	<i>Aquilegia canadensis</i>	Wild columbine
AriTri	<i>Arisaema triphyllum</i>	Jack-in-the-pulpit
AstSas	<i>Aster sagittifolius (A. urophyllus)</i>	Arrow-leaved aster
AstSho	<i>Aster shortii</i>	Short's aster
CamSci	<i>Camassia scilloides</i>	Wild hyacinth
DesGlu	<i>Desmodium glutinosum</i>	Pionted-leaved tick trefoil
EupPur	<i>Eupatorium purpureum</i>	Purple joe-pye weed
EupRug	<i>Eupatorium rugosum</i>	White snakeroot
GerMac	<i>Geranium maculatum</i>	Wild geranium
HelStr	<i>Helianthus strumosus</i>	Pale-leaved sunflower
HypPun	<i>Hypericum punctatum</i>	Dotted St. John's wort
LiaLig	<i>Liatris ligulistylis (L.s.n.)</i>	Savanna blazing star
MonFis	<i>Monarda fistulosa</i>	Wild bergamot
PenDig	<i>Penstemon digitalis</i>	Fox glove beard tongue
PolCal	<i>Polygonatum canaliculatum (P. biflorum)</i>	Smooth Solomon's seal
RatPin	<i>Ratibida pinnata</i>	Yellow coneflower
RudTri	<i>Rudbeckia triloba</i>	Brown-eyed susan
ScrMar	<i>Scrophularia marilandica</i>	Late figwort
SilSte	<i>Silene stellata</i>	Starry campion
SmiRac	<i>Smilacina racemosa</i>	Feathery false Solomon's seal
SolUlm	<i>Solidago ulmifolia</i>	Elm-leaved goldenrod
ThaTri	<i>Thaspium trifoliatum</i>	Meadow parsnip
TriPer	<i>Triosteum perfoliatum</i>	Late horse gentian
ZizAur	<i>Zizia aurea</i>	Golden alexanders

Dean Nature Sanctuary Diagram

