

## **AGREEMENT FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

This Agreement for Native Area Landscape Maintenance Services (the "Agreement"), made this 20<sup>th</sup> day of March, 2025, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Bedrock Earthscapes, LLC, an Illinois limited liability company (the "Contractor"), with its principal place of business at 1501 E. Harrison St., Wheaton, IL 60187, collectively referred to as the "Parties" or individually as "Party."

### **WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties respectively agree and represent as follows:

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials to complete the work of native area landscape maintenance services as more fully described in the Scope of Work in the bid documents and related services in accordance with the Contract Documents (the "Services" or the "Work") for the **Term** specified in Paragraph 3 of this Agreement.

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated February 27, 2025 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addendum #1 dated February 12, 2025, attached to and incorporated as part of this Agreement as **Exhibit D**, Insurance Requirements as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

The Contract Documents represent the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the other Party that is not contained in the Contract Documents shall be valid or binding. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; c) Specifications; and d) Contractor's Proposal.

### **3. Term**

The term of this Agreement shall be for one (1) year, commencing on April 1, 2025 and expiring on December 31, 2025, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). The Service Periods for each term shall be as set forth in the Scope of Work in the bid documents.

This Agreement may be renewed by the Park District, in its sole discretion, for two (2) additional one (1) year periods as follows:

- a) commencing on January 1, 2026 and expiring on December 31, 2026 ("Second Term");
- b) commencing on January 1, 2027 and expiring on July 31, 2027 ("Third Term")

(collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

### **4. Performance of Work**

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

### **5. Contract Sum**

- a. The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the following: *See Table below.*

|   | 2025         | 2026         | 2027         | Three Year Total                                 |
|---|--------------|--------------|--------------|--|
| <b>Northside Park</b> ( <i>Lagoon shoreline, sled hill &amp; detention area</i> ) | \$ 16,000.00 | \$ 16,500.00 | \$ 17,000.00 | \$ 49,500.00                                     |
| <b>Cosley Zoo</b>   | \$ 1,050.00  | \$ 1,080.00  | \$ 1,120.00  | \$ 3,250.00                                      |
| <b>CAC Detention Area - West side of Main St.</b>                                 | \$ 990.00    | \$ 1,020.00  | \$ 1,050.00  | \$ 3,060.00                                      |
| <b>Rotary Park Hill - West of Mariano's Parking Lot</b>                           | \$ 950.00    | \$ 970.00    | \$ 990.00    | \$ 2,910.00                                      |
| <b>Elliot Lake</b>  | \$ 2,650.00  | \$ 2,740.00  | \$ 2,820.00  | \$ 8,210.00                                      |
| <b>Wheaton Oaks Property – West Side of Gary Ave.</b>                             | \$ 3,600.00  | \$ 3,700.00  | \$ 3,800.00  | \$ 11,100.00                                     |
| <b>Thompson Detention Area – East Side of Gary Ave.</b>                           | \$ 2,190.00  | \$ 2,260.00  | \$ 2,320.00  | \$ 6,770.00                                      |
| <b>Lincoln Marsh</b>  | \$ 1,440.00  | \$ 1,480.00  | \$ 1,530.00  | \$ 4,450.00                                      |
| <b>Toohey Park</b>  | \$ 1,690.00  | \$ 1,790.00  | \$ 1,900.00  | \$ 5,380.00                                      |
| <b>Rathje Shoreline</b>   | \$ 1,600.00  | \$ 1,700.00  | \$ 1,800.00  | \$ 5,100.00                                      |
| <b>Arrowhead Parking Lot Detention</b>  | \$ 1,100.00  | \$ 1,140.00  | \$ 1,170.00  | \$ 3,410.00                                      |
| <b>Hoffman Park</b>   | \$ 800.00    | \$ 820.00    | \$ 850.00    | \$ 2,470.00                                      |
| <b>Seven Gables Park</b>  | \$ 1,600.00  | \$ 1,650.00  | \$ 1,690.00  | \$ 4,940.00                                      |
| <b>Total</b>  | \$ 35,660.00 | \$ 36,850.00 | \$ 38,040.00 | <b>Grand Total Amount</b><br><b>\$110,550.00</b> |

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

- b. The following unit cost items will be provided only upon written request of Owner and shall be provided at the prices set forth below as an additive Change Order at the prices specified below:

| Item              | Unit                  | Unit Cost            |
|-------------------|-----------------------|----------------------|
| MUSKRAT CONTROL   | Per Trapping Incident | \$ 1,800.00-2,500.00 |
| EROSION CONTROL   | Per Square Yard       | \$ 3.50              |
| SEEDING & BLANKET | Per Square Yard       | \$ 3.50              |

- c. Contractor understands and agrees that the number of locations and area for Maintenance Services shown in the aerial maps, including any related Services, needed by the District, may increase or decrease during the Initial Term and, as a result, the estimated Contract Sum shall be adjusted accordingly, but only after

Contractor has received prior written direction from the District for the requested change(s).

#### **6. Payment**

Contractor shall submit to the Park District monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

#### **7. Performance of the Services**

Contractor agrees to perform all Services in a good and workmanlike manner. In performance of the Services, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

#### **8. 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. The Park District may withhold payment to Contractor in the event Contractor fails to provide waiver of liens and sworn affidavits in accordance with this Section 7 or if Contractor fails to make payments to any sub-supplier or sub-contractor for material or labor.

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.

## **9. Safety of Persons and Property**

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all 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 and other persons who may be affected thereby;
  - 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;
  - iii. Park District employees, the public, and other persons present at the site(s) of Contractor's Work; and
  - iv. Personal and real property owned by the Park District.
- 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 at its cost shall promptly remedy damage and loss to Park District real or personal 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 to the extent said damage or loss is 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.

## **10. Warranty**

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 shall unconditionally guarantee the materials provided for the Work for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park

District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

#### **11. Correction of Deficiencies**

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours 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.

#### **12. 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.

#### **13. Title**

Title to the waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

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

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: 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 11 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 a 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. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 16 shall survive the termination or expiration of this Agreement.

#### **15. Insurance**

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

#### **16. Indemnification**

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 or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) arises out of 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) arises from in whole or in part any 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. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

#### **17. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. 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.

#### **18. 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 only in the Circuit Court of DuPage County, Illinois, and the parties hereby consent to, and waive objection to, the exclusive jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. 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.

#### **19. 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.

#### **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. Subcontracts**

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. 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, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

## **25. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or

when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:     Wheaton Park District  
                                  102 E. Wesley Street  
                                  Wheaton, IL 60187  
                                  (Fax) 630-665-5880  
                                  Attention: Executive Director

If to Contractor:       William A. Bedrossian  
                                  Bedrock Earthscapes, LLC  
                                  1501 E. Harrison Avenue  
                                  Wheaton, IL 60187  
                                  [Bill@bedrockearthscapes.com](mailto:Bill@bedrockearthscapes.com)  
                                  (630) 461-1159

**26. 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.

**27. 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.


**28. 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** the Parties hereto have set their respective hands and seals the day and year first above written.

**WHEATON PARK DISTRICT**

By:

  
\_\_\_\_\_  
M. Benard Executive Director

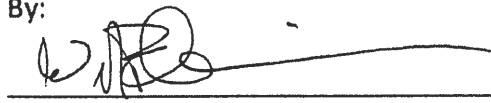
Attest:

By:

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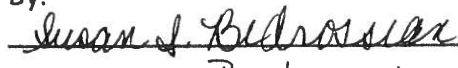
**CONTRACTOR – Bedrock Earthscapes, LLC**

By:

  
\_\_\_\_\_  
William A. Bedrossian, Managing Member

Attest:

By:

  
\_\_\_\_\_  
Susan S. Bedrossian

**Exhibit A**  
**Bid Documents and Contractor's**  
**Proposal Attachment**

WHEATON PARK DISTRICT

1000 Manchester Road

Wheaton, IL 60187

**Main Phone:** 630-653-5429 (Park Services Center)

**Alternate Phone:** 630-510-4976 (For Bid Purposes Only)

**PROJECT NAME: NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

**Estimated Schedule:**

**DATE: February 12, 2025**

**BID SUBMISSION DEADLINE: 10:00 A.M. February 27, 2025**

**BOARD RECOMMENDATION: February 19, 2025**

### **INSTRUCTIONS TO BIDDERS**

The Wheaton Park District and Owner are one and the same. The Owner's representative, Steve Hinchee, can be contacted at the Wheaton Park District Park Services Center, 1000 Manchester Road, (630) 510-4976 or [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)

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, and his/her legal representatives or authorized agents.

#### **I. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS**

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 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 Contract 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.

## II. 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 Contract; 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.

On a separate sheet, list all contracts your organization has in progress, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

On reference form provided herein, list at least five (5) contracts your organization has completed in the past three years, which are comparable in scope, giving the name of the contract, contract description, contract address, owner and telephone number.

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.

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.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the contract location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Other required submittals include: Bid proposal; 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.**

The Park District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

### III. SUBMISSION OF BID

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. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

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.

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.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

#### IV. PLANS AND SPECIFICATIONS

Bid Documents are available electronically from the Owner commencing on **February 12, 2025** by contacting:

**Contact:** Steve Hinchee  
**Email:** [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)  
**Phone:** 630-510-4976

#### V. 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 any or 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. The Park District will determine in its discretion the lowest responsible Bidder and may award the Contract to other than the lowest Bidder. 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 Wheaton 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.

#### VI. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Wheaton 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 Wheaton Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

#### VII. 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.

#### VIII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner in its discretion. 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 contracts.

Bids may be awarded to one Bidder for the entire Contract or to any series of Bidders for an appropriate proportion of the Contract. 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 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, Supplementary and/or Special Conditions, if any, 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 Native Area Landscape Maintenance Services, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents. The Contract is comprised of the Contract Documents.

#### 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. All quantities represent an estimate of the quantity of the Work to be done and/or materials to be ordered. It is given as a basis for comparison of bid proposals and to determine the awarding of the Contract. The Park District does not expressly or by implication agree that the actual quantities will correspond to the published estimate. The Park District reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interest of the Park District. If such modifications 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 Steve Hinchee at the Park District. 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.

#### X. 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.

#### **XI. 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.

## XII. PRICING

The price offered by the successful Bidder shall remain firm throughout the duration of the Contract. Price shall represent the entire cost of all requirements stated within the Bid Documents and Contract requirements. No subsequent claim will be recognized for any increase in material prices, cost indexes, wage scales, or any other rates affecting the industry or this Contract. If required, unit pricing shall be shown for each unit specified on the Contractor Bid Form, and shall include the standard warranty. In case of mistake in extended price, unit price shall govern.

### PROTESTED SOLICITATIONS

Any actual or qualified prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted any time prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the bid deadline.

#### Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

#### Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

### Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

### Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of 2 or more Park District employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

### Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

## **AGREEMENT**

The Agreement is the Agreement for the FOR NATIVE AREA LANDSCAPE MAINTENANCES SERVICES, substantially in the same form included in these Bid Documents.

## **SUPPLEMENTARY CONDITIONS**

The following provisions supplement the terms and conditions of the Agreement:

### **1. INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall obtain insurance of the types and in the 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 \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, 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).

Owner, its elected and appointed officials, employees and agents shall be included as an additional 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 Owner.

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

#### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. 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 \$1,000,000 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 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.

**D. 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 of \$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 waives all 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.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

**E. 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.

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 entering the Contract site 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 the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

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

## **2. Acceptability of Insurers**

For insurance companies that 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 insured's 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. Pollution Legal Liability Insurance**

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The **Contractor Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

## **6. 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.

**F. 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 or the products supplied by Contractor, 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) arises from in whole or in part by any 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. Contractor's obligations under this section shall survive expiration or termination of the Contract.

**2. WARRANTY**

Contractor shall unconditionally guarantee the materials provided by him for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

**3. COMPLIANCE WITH LAWS**

The successful Contractor shall at all times observe and comply with all local, state and federal laws, ordinances, and regulations that in any manner affect the conduct of the

Work, and all such orders or decrees as exist at the time bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof by the successful Contractor will be considered. The Park District shall not be responsible for determining whether the Contractor is in compliance with these laws, ordinances and regulations.

The Contractor shall indemnify and save harmless the Park District and its officers, agents, employees and volunteers against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

#### **4. SAFETY**

The parks shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to the park amenities by the public, Park District staff and others requiring access to the parks. 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 the safety of persons or property or their protection from damage, injury or loss.

#### **5. TERM OF AGREEMENT**

The term of the Agreement for this project will commence April 1, 2025 and, unless terminated earlier as provided in the Agreement, end December 31, 2025 (the "Term"). The District reserves the right to renew this Agreement in its sole discretion if the annual increase is at or below the rates supplied with the successful Bidders bid, for two additional terms as follows:

- a. First Renewal Term for Term 2: commencing January 1, 2026 and ending December 31, 2026; and
- b. Second Renewal Term for Term 3: commencing January 1, 2027 and ending December 31, 2027.

Understanding that the variables involved with these services are difficult to forecast for any length of time, the Wheaton Park District desires to allow some flexibility for negotiation of future pricing. While the actual annual increases will be negotiated based on conditions at the time of renewal, a maximum increase percentage is required. See: ***Attachment "B" - Scope of Work BASE BID PROPORSAL FORM (Total for the Year)***

## SCOPE OF WORK

|                 |  |
|-----------------|--|
| PROJECT:        | <b>NATIVE AREA LANDSCAPE MAINTENANCE SERVICES</b>  |
| BID DUE DATE:   | <b>February 27, 2025 10:00 A.M.</b>  |
| STARTING DATE:  | Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured. |
| Service Period: | <b>April 1, 2025 through December 31, 2025.</b><br><b>January 1, 2026 through December 31, 2026.</b><br><b>January 1, 2027 through December 31, 2027.</b>  |

The contractor is to provide the following seasonal services:

**Park Stewardship** - Periodic site visits (5 visits minimum) to monitor native plants and control weed growth with herbicide applications, cutting and/or hand pulling techniques, as needed. This may include site seed collection and dispersal, if necessary.

**Prescribed Burns** - Crew burning the upland natural area and buffer including all permitting, burn break construction, safety precautions and proper authority notification.

**Cattail Management** – (Initial): Application of systemic herbicide to cattails. Two treatments required for satisfactory die back. Initial application to be completed once plants reach maturity, no earlier than the end of July.

Cattail Management – (cutting & removal): Cutting and bringing material to shore for the Wheaton PD to clean up and dispose.

The work is to be performed within the following parks:

- **Northside Park** – 1311 N. and 1509 N. West St., Wheaton. Lagoon shoreline, sled hill & detention area (next to pool parking lot). *The area of Reed Canary Grass, Southwest corner of the park between the spillway and Gary Ave. (West of South bridge) is NOT part of the scope of work.*
- **Cosley Zoo** – 1356 N. Gary Ave., Wheaton. Marsh area (South side of property) & Rain Gardens in (2) parking lots.
- **Central Athletic Complex Detention Area** – Central Park, 600 S. Main St., Corner of Indiana and Main St., Wheaton
- **Rotary Park Hill** – Rotary Park 601 S. Main St., Wheaton (hill is West of Mariano's parking lot)

- **Elliot Lake** – Across the street from 855 W. Prairie Ave., on the corner of W. Prairie and Gary Ave.
- **Wheaton Oaks Property** – Gary Ave., South of Winfield Creek and Elliot Lake
- **Thompson Detention Area** – East side of Gary Ave. across from Prairie Ave.
- **Lincoln Marsh** – ON141 Gary Ave., Wheaton
- **Toohey Park** - 1900 Orchard Rd.
- **Rathje Park Shoreline** – 616 Delles Rd
- **Arrowhead Parking Lot Detention** - 26W151 Butterfield Rd

#### **ALTERNATE BID: WOODED AREAS**

The contractor is to provide the following seasonal services *including a unit cost per acre for maintenance of wooded areas*

**Park Stewardship** - Periodic site visits (5 visits minimum) to monitor native plants and control weed growth with herbicide applications, cutting and/or hand pulling techniques, as needed. This may include site seed collection and dispersal, if necessary.

**Prescribed Burns** - Crew burning the upland natural area and buffer including all permitting, burn break construction, safety precautions and proper authority notification.

**It should be noted that the scope of the work included in this bid is slightly different than the scope of the work previously bid.**

**Attachment's "A"**  
**Scope of Work Locations Table 1**  
 (Must be submitted with bid)

|   | <b><u>Park Stewardship</u></b> | <b><u>Prescribed Burns</u></b> | <b><u>Cattail Management</u></b> |
|---|--------------------------------|--------------------------------|----------------------------------|
| <b>Northside Park</b> ( <i>Lagoon shoreline, sled hill &amp; detention area</i> ) | X                              | X                              | X                                |
| <b>Cosley Zoo</b>   | X                              |                                |                                  |
| <b>CAC Detention Area – West side of Main St.</b>                                 | X                              |                                |                                  |
| <b>Rotary Park Hill – West of Mariano's Parking Lot</b>                           | X                              |                                |                                  |
| <b>Elliot Lake</b>  | X                              | X                              |                                  |
| <b>Wheaton Oaks Property – West Side of Gary Ave.</b>                             | X                              | X                              |                                  |
| <b>Thompson Detention Area – East Side of Gary Ave.</b>                           | X                              | X                              |                                  |
| <b>Lincoln Marsh</b>  |                                |                                | X                                |

|                                 |   |  |   |
|---------------------------------|---|--|---|
| Toohey Park                     |   |  | X |
| Rathje Shoreline                | X |  |   |
| Arrowhead Parking Lot Detention | X |  |   |

A detailed report shall also be created for each visit and provided to: Kevin Flynn, Conservation Manager 630-510-4981 [kflynn@wheatonparks.org](mailto:kflynn@wheatonparks.org).

#### **ALTERNATE BID: WOODED AREAS**

The contractor is to provide the following seasonal services *including a unit cost per acre for maintenance of wooded areas*

**Park Stewardship** - Periodic site visits (5 visits minimum) to monitor native plants and control weed growth with herbicide applications, cutting and/or hand pulling techniques, as needed. This may include site seed collection and dispersal, if necessary.

The work is to be performed within the following parks:

- **Hoffman Park**- 411 N. Prospect St.
- **Seven Gables Park**- 1750 Naperville Rd.

**Attachment's "A"**  
**Scope of Work Locations Table 2**  
(Must be submitted with bid)

|                   | <b><u>Park Stewardship</u></b> | <b><u>Prescribed Burns</u></b> | <b><u>Cattail Management</u></b> |
|-------------------|--------------------------------|--------------------------------|----------------------------------|
| Hoffman Park      | X                              |                                |                                  |
| Seven Gables Park | X                              |                                |                                  |

A detailed report shall also be created for each visit and provided to: Kevin Flynn, Conservation Manager 630-510-4981 [kflynn@wheatonparks.org](mailto:kflynn@wheatonparks.org).

### **1. Statement of Qualifications for Prescribed Burning**

The successful Contractor must have qualifications to conduct prescribed burning, including a prescribed burn foreman with a minimum experience level of 10 prescribed burns. The burn leader shall have met the requirements of Illinois Law and Regulations (17 Illinois Admin. Code 1565) and is recognized as a Certified Prescribed Burn Manager in compliance with the Illinois Prescribed Burning Act (525 ILCS 37/1 *et seq.*). Bidders shall submit with their bid, the burn leader's certificate number and date of issue, showing said compliance.

### **2. Quality Control**

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the Park District, the successful Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability that it has assumed under this contract, and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the bid, in addition to any other certifications required in these Bid Documents, the Bidder certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of five (5) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the Work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences that Bidder has adequate financial resources to complete the Work being bid, as well as all other work the Bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The successful Contractor shall be licensed by the State of Illinois to apply herbicides approved for use in the State of Illinois.
7. The successful Contractor shall have the qualifications for prescribed burning as set forth in Section 1.

## **Native Landscape Maintenance Performance Standards – All Locations**

### **Adaptive Management Program**

The following management plan is based on implementation of an **Adaptive Management Program**.

#### **Basic Adaptive Management Plan Principals**

##### **Plan:**

- Identify management issues (e.g. weed infestations).
- Identify management goals (e.g. weeds managed, native seeding establishment).
- Determine management strategies available (e.g. herbicide, hand pulling, burning).
- Select appropriate management action (e.g. hand removal).
- Determine what will be monitored and how (e.g. establish a fixed point in field).
- Determine how change and success will be evaluated (e.g. absence of weeds one month or one year after removal).

##### **Do:**

- Carry out action (e.g. remove weeds).
- Complete prescribed burn monitor:
- Monitor results (e.g. revisit site to determine success of activities).

##### **Review:**

- Assess previous management strategy and modify plan as necessary to adapt to current site conditions.
- Return to Planning – begin again, **Adapt** to new site conditions.

### **Project Goals and Objectives**

This plan is designed to be adaptive to changing site conditions observed through periodic monitoring of the site. The monitoring visits are important to determine the annual tasks needed. Those tasks are then completed and then evaluated for effectiveness. New tasks are then defined as necessary to achieve the project goals and objectives.

### **Recommended Maintenance and Management Tasks**

Recommended maintenance and management tasks include invasive weed control and periodic monitoring of the natural areas. Invasive species control may be achieved using mechanical methods such as prescribed burn management or mowing or combined with chemical control using herbicides approved for use in aquatic/wetland environments, when necessary.



Proper wetland hydrology should be maintained through periodic inspection of riffles and grade control structures. Proper function of storm water management structures should be maintained by keeping the water control structures unblocked.

Periodic monitoring visits are recommended to assess the site conditions and to determine the extent of each task to be completed in any given year. We recommend at least 4 growing season monitoring visits each year. The following matrix lists regular maintenance and management activities that should be completed according to schedule.

### Attachments "A"

**Table 3. Recommended Maintenance and Management Tasks Schedule Years 2025, 2026, 2027**

(Must be submitted with bid)

| TASK                              | Jan-Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov-Dec |
|-----------------------------------|---------|-----|-----|-----|-----|-----|-----|-----|-----|---------|
| Monitoring Visits                 |         |     | X   |     | X   |     | X   |     | X   |         |
| Debris Management                 |         | X   |     | X   |     | X   |     | X   |     | X       |
| Storm water Structure Maintenance |         | X   |     | X   |     | X   |     | X   |     | X       |
| Prescribed Burn *                 |         | X   | X   |     |     |     |     |     |     | X       |
| Invasive Weed Control             |         |     |     | X   | X   |     | X   | X   |     |         |

1. Site Monitoring Visits: Periodic site monitoring visits are recommended to determine whether excessive erosion is occurring, if the water control structures are functioning properly, and to assess the overall condition of the wetland and prairie buffer vegetation, including invasive weed growth. Any deficiencies should be documented along with recommendations for appropriate remediation or remedied during the visits. The results of each visit should be summarized in a short report with photographs for record keeping.
2. Debris Management: All trash, brush, grass clippings, debris, etc. should be periodically removed from the wetland and prairie buffer areas. Landscape waste should not be dumped into these areas.

3. Storm water Structure Maintenance: All storm water control structures, culverts and grates, etc. should be inspected, cleaned out and/or repaired periodically to prevent clogging and potential flooding. This will be especially important in early spring and late fall. Prolonged elevated water levels can kill plants if not rectified quickly and are a human safety hazard. Maintenance staff should visit the site on a regular basis to monitor the blockage of inlets and outlets, including removal of debris from storm water culvert openings and trash grates.
4. Soil Erosion Control Management: If erosion problems such as rills or bank sloughing develop, we recommend that they be repaired soon after detection by a firm specializing in soil erosion control and/or native landscaping. All soil erosion control devices or materials, such as seed, erosion control blanket, or mulch should be installed according to manufacturer's directions or accepted industry standards.
5. Muskrat and Erosion Control: Muskrats are native wetland animals that are commonly found. Muskrats are primarily vegetarians and are often active at night. They build lodges and smaller feeding stations out of cattails and burrow into upland banks near the water's edge. Muskrats using lodges may be less likely to create burrows that potentially damage banks and the integrity of storm water structures. The tops of burrows often collapse and create ruts, holes and pathways and can cause instability in the banks. Muskrats potentially alter drainage and storage functions, as well as pose a human safety hazard when walking or performing maintenance near burrows. To exclude these animals from the upland banks, we recommend trapping by a licensed nuisance wildlife trapper if problems are observed.
6. Prescribed Burn Management: This management option helps to reduce undesirable weedy species and encourage native species. Prescribed burning reduces the accumulation of plant litter, thereby creating openings for the germination and establishment of native species. Burning should only be performed by qualified burn managers. Periodic burning once every year, weather permitting, fall or spring, is suggested to improve the quality of the wetland and prairie buffer areas.
7. Invasive Weed Control: We recommend that field thistle, reed canary grass, sandbar willow, common reed, buckthorn, and other invasive weeds be controlled by the following: mechanically, through the use of spot-mowing between June 1 and August 1, culturally through the use of prescribed fire (as fuels allow) once every three to five years; chemically through the application of herbicide to persistent perennial weeds in cases where mowing is ineffective; or a combination of methods. Mowing of annual and biennial weeds such as giant ragweed and sweet clover is the preferred non-chemical means to control these weeds. Mowing that is performed near the start of flowering can dramatically reduce the production and dispersal of weed seeds.

Mowing at this frequency and height (<8") reduces the production of weed seeds without affecting native grass establishment. Entire areas of established emergent,

wet prairie, or upland prairie buffers should not be mowed. However, spot-mowing using a hand- held weed trimmer is useful to reduce individual stems of sweet clover, ragweed, teasel, thistle, etc. early in their flowering stages to prevent the formation of seeds. Weed species should be herbicided or mowed only after proper identification. The following matrix provides a schedule of control for identified weeds.

#### **ALTERNATE BID: WOODED AREAS**

#### **Attachments "A"**

**Table 4. Recommended Maintenance and Management Tasks Schedule Years 2025, 2026, 2027**

(Must be submitted with bid)

| TASK                              | Jan-Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov-Dec |
|-----------------------------------|---------|-----|-----|-----|-----|-----|-----|-----|-----|---------|
| Monitoring Visits                 |         |     | X   |     | X   |     | X   |     | X   |         |
| Debris Management                 |         |     |     |     |     |     |     |     |     |         |
| Storm water Structure Maintenance |         |     |     |     |     |     |     |     |     |         |
| Prescribed Burn *                 |         |     |     |     |     |     |     |     |     |         |
| Invasive Weed Control             |         |     |     | X   | X   |     | X   | X   |     |         |

### Attachments "A"

**Table 5. Recommended Invasive Weed Control Schedule Years 2025, 2026, 2027.**

(Must be submitted with bid)

| Recommended Control Method                  | Apr-May                               | Jun  | Jul  | Aug                   | Sep-Oct   | Nov-Dec                                      |
|---|---------------------------------------|--|--|-----------------------|---|--|
| <b>Mow</b><br>(to height not lower than 8") |                                       | X<br>thistle,<br>sweet clover,<br>annual weeds | X<br>thistle,<br>sweet clover,<br>annual weeds | X<br>giant<br>ragweed | X<br>thistle,<br>sweet clover<br>(spot-mow, only)                   |  |
| <b>Burn</b>                                 | X                                     |  |  |                       |   | X  |
| <b>Herbicide</b>                            | X<br>Reed canary<br>grass,<br>thistle | X<br>sweet clover                              | X<br>cattail                                   | X<br>cattail          | X<br>thistle,<br>common reed,<br>sweet clover,<br>reed canary grass |  |
| <b>Cut stumps/<br/>herbicide</b>            |                                       |  |  |                       |   | X<br>Buckthorn,<br>sandbar willow,<br>others |

### ALTERNATE BID: WOODED AREAS

### Attachments "A"

**Table 6. Recommended Invasive Weed Control Schedule Years 2025, 2026, 2027.**

(Must be submitted with bid)

| Recommended Control Method | Apr-May | Jun  | Jul | Aug | Sep-Oct  | Nov-Dec |
|----------------------------|---------|--|-----|-----|--|---------|
| <b>Herbicide</b>           |         | X<br>Buckthorn,<br>Honeysuckle,<br>Japanese<br>Honeysuckle |     |     | X<br>Buckthorn,<br>Honeysuckle,<br>Japanese<br>Honeysuckle |         |

**Note: We have already cleared the invasives in both areas (Hoffman Park and Seven Gables Park) and treated the tree stumps, so maintenance will entail spraying resprouts of the invasive species listed in the table above.**

8. Recordkeeping: Records of management activities should be maintained by the designated stewardship committee or person(s). Records may include a review of management activities and their results, including photo documentation and the proposed actions for the next year.

9. Enhancement Activities: Seeding the wetland or prairie buffer with an appropriate seed mix may be desired in the event of damage to an area (trampling, sedimentation, prolonged flooding), or to increase the native species such as wildflowers on the site, particularly if extensive weed control (herbiciding) leaves areas un-vegetated. Nearby native plants will disperse seed by natural mechanisms, or seed from on-site plants can be gathered in October-November and installed by hand. We recommend that seeding of large areas (>1/4 acre) be installed by a native landscaping firm. Seed can also be purchased from local native seed suppliers. Only native seeding is recommended. The seeding/planting of non-native ornamental plants or commercial landscaping within the natural areas is discouraged.
10. Responsible Parties: The long term steward is responsible for the long term management of the restoration areas. Qualified firms perform will be contracted for the maintenance, management and monitoring of the restoration areas.

#### **Vegetation Performance Standards – All Locations**

Performance standards are predetermined goals for guiding and measuring mitigation success. These performance standards are based upon the importance and the quality of the native vegetation within the wetland mitigation area. The following performance standards are proposed:

1. No area over the planted wetland and buffer restoration area greater than 0.5 square meter shall be devoid of vegetation, as measured by aerial coverage, unless specified on the approved plans. This standard does not apply to emergent communities or existing undisturbed wetland or buffer.
2. At least 60% of the vegetation present within the planted wetland and buffer restoration area shall be native, non-invasive species. This standard does not apply to emergent communities or existing undisturbed wetland or buffer.

None of the three most dominant plant species may be invasive, non-native plants including, but not limited to: reed canary grass (*Phalaris arundinacea*), thistle (*Cirsium arvense*, *Cirsium vulgare*), purple loosestrife (*Lythrum salicaria*), sandbar willow (*Salix interior*), Kentucky bluegrass (*Poa pratensis*) or common reed (*Phragmites australis*).

3. Within the planted wetland and buffer restoration area, a minimum of 60% of the planted native grasses and forbs shall be present. This standard does not

apply to emergent communities or existing undisturbed wetland or buffer.

This performance standard will document the diversity of species present in the areas planted with native grasses and forbs. This standard does not apply to emergent communities or existing undisturbed wetland or buffer.

4. The above standards do not apply to emergent communities. Emergent communities shall have 75% of installed live plant species presence and 25% aerial coverage, with the exception of areas designated as being open water.
5. The native floristic quality index value (native FQI) must be greater than or equal to 18 as measured over the entire planted restoration area within Northside Park. The floristic quality assessment method is described in Swink and Wilhelm, Plants of the Chicago Region.

#### **Installed Tree and Shrub Performance Standards – All Locations**

The tree and shrub installation areas will have the following performance standards.

1. The herbaceous undergrowth will meet the standards as specified in the section above.
2. Contractor shall be responsible to remove any invasive woody species.

#### **Monitoring Reports**

The Owner shall engage a third-party consultant to prepare an annual monitoring report. The reports will include a discussion of the progress in meeting the vegetation success criteria and the proposed actions to deal with any shortfalls. The representative photographs of the restoration areas will be taken at the time of sampling will also be included in the reports.

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. 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 alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton 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.
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents;
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Contract and subcontractors.
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of all contracts of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 2025.

Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
 this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
 Notary Public

STATE OF ILLINOIS     )  
                                       )  
 COUNTY OF DUPAGE    )



**BOARD OF PARK COMMISSIONERS  
FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written Specifications for the amounts set forth as follows (Please complete in ink or type):

**Attachment "B"**

**BASE BID PROPOSAL**

(Must be submitted with bid)

|   | 2025 | 2026 | 2027 | Three Year Total          |
|---|------|------|------|---------------------------|
| <b>Northside Park</b> ( <i>Lagoon shoreline, sled hill &amp; detention area</i> ) | \$   | \$   | \$   | \$                        |
| <b>Cosley Zoo</b>   | \$   | \$   | \$   | \$                        |
| <b>CAC Detention Area - West side of Main St.</b>                                 | \$   | \$   | \$   | \$                        |
| <b>Rotary Park Hill - West of Mariano's Parking Lot</b>                           | \$   | \$   | \$   | \$                        |
| <b>Elliot Lake</b>  | \$   | \$   | \$   | \$                        |
| <b>Wheaton Oaks Property – West Side of Gary Ave.</b>                             | \$   | \$   | \$   | \$                        |
| <b>Thompson Detention Area – East Side of Gary Ave.</b>                           | \$   | \$   | \$   | \$                        |
| <b>Lincoln Marsh</b>  | \$   | \$   | \$   | \$                        |
| <b>Toohey Park</b>  | \$   | \$   | \$   | \$                        |
| <b>Rathje Shoreline</b>   | \$   | \$   | \$   | \$                        |
| <b>Arrowhead Parking Lot Detention</b>  | \$   | \$   | \$   | \$                        |
|   |      |      |      | <b>Grand Total Amount</b> |
|   |      |      |      | \$ _____                  |

**Total Bid Amount/Grand Total:** \_\_\_\_\_

|                      |  |
|----------------------|--|
| <b>COMPANY NAME:</b> |  |
|----------------------|--|

**ALTERNATES FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

(Must be submitted with bid)

|                   | 2025 | 2026 | 2027 | Three Year Total |
|-------------------|------|------|------|------------------|
| HOFFMAN PARK      | \$   | \$   | \$   | \$               |
| SEVEN GABLES PARK | \$   | \$   | \$   | \$               |

|                      |  |
|----------------------|--|
| <b>COMPANY NAME:</b> |  |
|----------------------|--|

**Attachment "B" (Continued)**

**UNIT COSTS FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

(Must be submitted with bid)

| Item            | Unit                  | Unit Cost (per Trapping Incident) |
|-----------------|-----------------------|-----------------------------------|
| MUSKRAT CONTROL | Per Trapping Incident | \$                                |

| Item            | Unit            | Unit Cost (per Square Yard) |
|-----------------|-----------------|-----------------------------|
| EROSION CONTROL | Per Square Yard | \$                          |

| Item              | Unit            | Unit Cost (per Square Yard) |
|-------------------|-----------------|-----------------------------|
| SEEDING & BLANKET | Per Square Yard | \$                          |

Unit Costs are in addition to base contract and will be handled by Change Orders, as needed.

**Addendums – Received and Acknowledged**

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

|                      |  |
|----------------------|--|
| <b>COMPANY NAME:</b> |  |
|----------------------|--|

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

|                             |  |               |  |                    |  |  |
|-----------------------------|--|---------------|--|--------------------|--|--|
| <b>COMPANY NAME:</b>        |  |               |  |                    |  |  |
| <b>NAME OF BIDDER:</b>      |  |               |  |                    |  |  |
| <b>TITLE:</b>               |  |               |  |                    |  |  |
| <b>ADDRESS OF BIDDER:</b>   |  |               |  |                    |  |  |
|                             |  |               |  |                    |  |  |
|                             |  |               |  |                    |  |  |
| <b>CITY, STATE and ZIP:</b> |  |               |  | <b>FAX NUMBER:</b> |  |  |
| <b>PHONE NUMBER:</b>        |  |               |  | <b>E-MAIL:</b>     |  |  |
| <b>CELL PHONE NUMBER:</b>   |  |               |  |                    |  |  |
| <b>DATED THIS</b>           |  | <b>DAY OF</b> |  | <b>2025</b>        |  |  |
| <b>SIGNATURE:</b>           |  |               |  |                    |  |  |

### Attachment "C"

(Must be Submitted With Bid)

#### REFERENCES

MUST SUBMIT FIVE (Within the past three 3 years)

|    |                         |  |        |  |
|----|-------------------------|--|--------|--|
| 1. | Contract Name/Address:  |  |        |  |
|    | Date:                   |  | Phone: |  |
|    | Owner Contact:          |  |        |  |
|    | Description of Contract |  |        |  |
| 2. | Contract Name/Address:  |  |        |  |
|    | Date:                   |  | Phone: |  |
|    | Owner Contact:          |  |        |  |
|    | Description of Contract |  |        |  |
| 3. | Contract Name/Address:  |  |        |  |
|    | Date:                   |  | Phone: |  |
|    | Owner Contact:          |  |        |  |
|    | Description of Contract |  |        |  |
| 4. | Contract Name/Address:  |  |        |  |
|    | Date:                   |  | Phone: |  |
|    | Owner Contact:          |  |        |  |
|    | Description of Contract |  |        |  |
| 5. | Contract Name/Address:  |  |        |  |
|    | Date:                   |  | Phone: |  |
|    | Owner Contact:          |  |        |  |
|    | Description of Contract |  |        |  |

## Attachment "D"

(Must be Submitted With Bid)

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder:

---

Permanent main office address:

---

When organized:

---

If a corporation, where incorporated:

---

How many years you have been engaged in business?

---

General scope of work or products supplies:

---

Have you ever failed to complete any work awarded to you?

---

If so, where, and why:

---

Have you ever defaulted on a contract?

---

Credit available:

\$ 

---

Give Bank reference: 

---

Bank Address: 

---

Bank Phone #: 

---

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? 

---

**Attachment "D" (Continued)**

(Must be Submitted With Bid)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_)

SS.

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn deposes and says that

he/she

is \_\_\_\_\_ of \_\_\_\_\_

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

**Attachment "E"**

(Must be Submitted With Bid)

**VENDOR IDENTIFICATION FORM**

If the Bidder is a corporation:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

Signature of Officer authorized  
to make this agreement:

\_\_\_\_\_  
Signature of Officer/Printed Name

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

\_\_\_\_\_  
Telephone Number

If the Bidder is a partnership,  
fill in the following blanks:

\_\_\_\_\_  
Name of Partnership-List Names

Signature of at least one partner:

\_\_\_\_\_  
Member of Firm

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

\_\_\_\_\_  
Telephone Number

If the Bidder is an individual,  
fill in all the following blanks:

\_\_\_\_\_  
Signature of Individual/Printed Name

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

\_\_\_\_\_  
Telephone Number



## **Attachment "F"**

(Must be Submitted With Bid)

### **CONTRACTOR COMPLIANCE AND CERTIFICATIONS**

**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. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. 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 Wheaton 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)

**Attachment "F" (Continued)**

(Must be Submitted With Bid)

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

**A.** The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

Dated: \_\_\_\_\_

**B.** The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

Dated: \_\_\_\_\_

## CHECKLIST OF BID PROPOSAL ATTACHMENTS

A properly executed bid proposal shall “include” the following information and forms. All of the necessary forms are included in these detailed specifications.

- **Attachment “A” Scope Tables**
  - Scope Table 1: Scope of Work Locations
  - Scope Table 2: Alternate Bid Scope of Work Locations
  - Scope Table 3: Recommended Maintenance and Management Tasks Schedule Years 2025, 2026, 2027
  - Scope Table 4: Alternate Bid Recommended Maintenance and Management Tasks Schedule Years 2025, 2026, 2027
  - Scope Table 5: Recommended Invasive Weed Control Schedule Years 2025, 2026, 2027
  - Scope Table 6: Alternate Bid Recommended Invasive Weed Control Schedule Years 2025, 2026, 2027
- **Attachment “B”** Base Bid Proposal, Annual Percent Increase, Unit Costs Tables, and Alternate Bid Yearly Proposal
- **Attachment “C”** References
- **Attachment “D”** Statement Of Bidder's Qualifications
- **Attachment “E”** Vendor Identification Form
- **Attachment “F”** Contractor Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification

**Bedrock Earthscapes, LLC**  
Bid Submission  
for

**PROJECT NAME: NATIVE AREA LANDSCAPE MAINTENANCE SERVICES  
2025-2027**

**WHEATON PARK DISTRICT  
1000 Manchester Road  
Wheaton, IL 60187**

**SEALED BID**

**BID SUBMISSION DEADLINE: 10:00 A.M. February 27, 2025**

February 27, 2025

Mr. Steve Hinche, Superintendent of Planning  
Wheaton Park District  
1000 Manchester Road  
Wheaton, IL 60187

RE: Wheaton Park District 2025-2027 NATIVE AREA LANDSCAPE MAINTENANCE SERVICES

Dear Steve:

Bedrock Earthscapes, LLC would greatly appreciate the opportunity to work with you and the Wheaton Park District in performance of professional services for the maintenance and improvement of native plantings at the multiple locations identified in the bid documents.

Included with this letter is:

- Acknowledgement of receipt of Addendum One.
- A list of sites similar in scope and nature.
- A few project descriptions verifying our ability perform according to the bid documents.
- Staffing and Qualifications to verify our ability to perform the requested services.
- A cashier check for 10% of our first-year proposal cost is enclosed, since the agreement is for one year with a negotiable annual renewal for two additional years.

Attachments A, B, C, D, E and F are included in our proposal per bid instructions. Our signed and notarized 2 page "Proposal submission acknowledgement" is included as Attachment B with our pricing proposal.

The home office for Bedrock Earthscapes, LLC has been located in Wheaton, Illinois since 2008, providing us the unique opportunity to provide high quality and responsive service to the Wheaton Park District.

We look forward to your favorable consideration of our submittal, and to the opportunity for Bedrock Earthscapes, LLC to be entrusted with this work.

Sincerely,



William A. Bedrossian, Registered Landscape Architect  
Owner and Managing Member  
Bedrock Earthscapes, LLC

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# Bedrock Earthscapes, LLC

SUSTAINABLE EARTHSCAPE SOLUTIONS

## Ongoing Projects In-Process of Similar Nature and Scope

Below are projects similar in nature and scope to those requested in this RFQ/P that demonstrate Bedrock Earthscapes ability to perform the services requested by the Wheaton Park District.

*Naperville Park District (see additional descriptor below)*

18 sites, multi-year contracts. \$68,000 in 2024

*Village of Carol Stream (see additional descriptor below)*

14 sites, long-term contract. \$30,000 in 2024

*Village of Lombard*

9 sites, annually renewable agreement. \$23,000 in 2024.

*Konstruktion Services*

10 sites, multi-year establishment maintenance agreements. \$52,000 in 2024

*Beary Landscaping*

8 sites, multi-year establishment and maintenance agreements. \$46,000 in 2024

*Fox Mill HOA*

65-acre, multi-year maintenance agreement. \$39,000 in 2024.

Other clients with similar features and who are references upon request include:

- Carol Stream Park District
- Downers Grove Park District
- Darien Park District
- Warrenville Park District
- Dundee Township Park District
- Bartlett Park District
- DuPage Water Commission
- Bloomingdale Township
- The Village of Wayne
- The Village of Glendale Heights
- Wheaton Bible Church in West Chicago
- Wheaton Christian Grammar School
- Roosevelt University in Schaumburg
- Crossings of Wolf Creek HOA in Plainfield
- Other HOAs, Schools, Colleges, Churches, Retirement Villages and Builders.

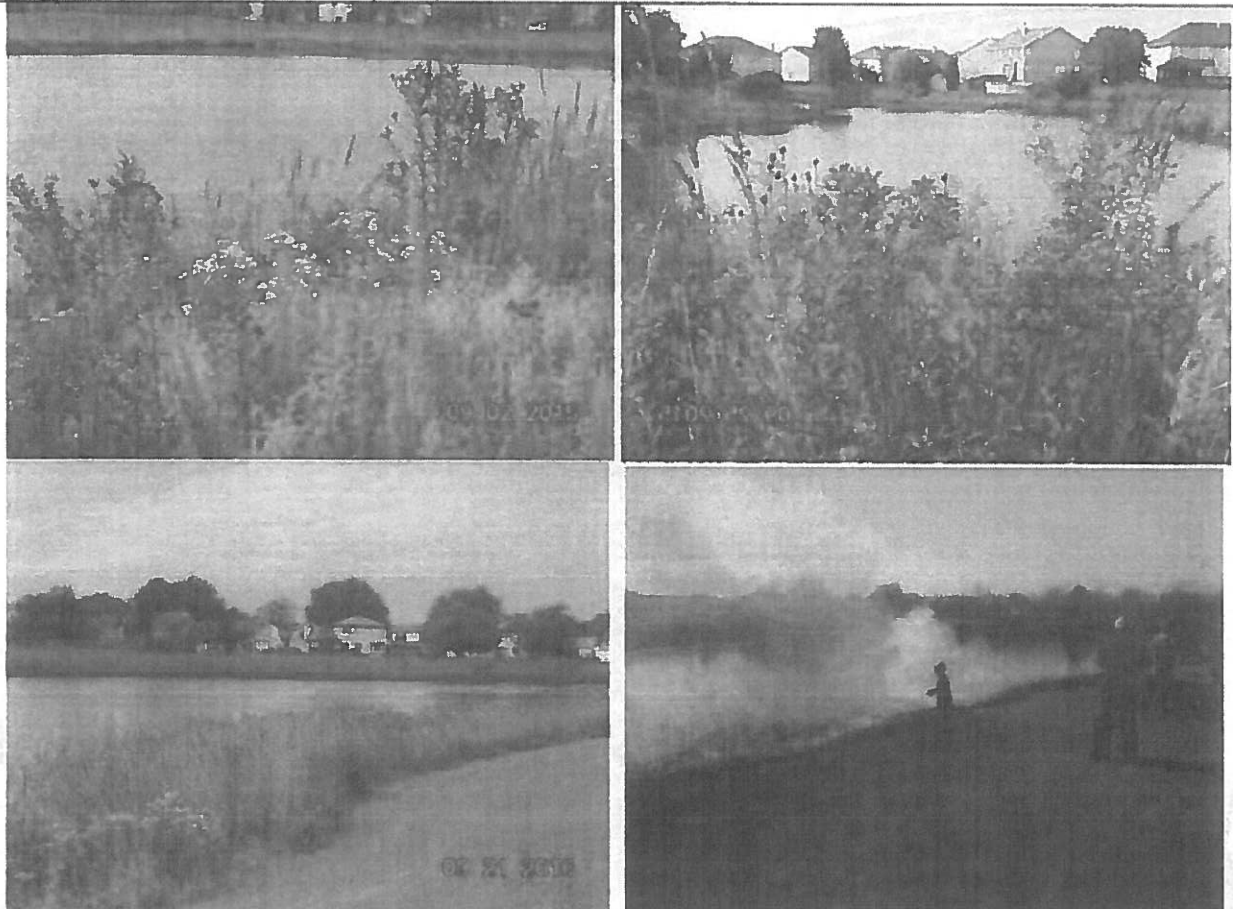
We serve 107 clients, most with multiple sites, and care for more than 875 acres of native areas. Bedrock Earthscapes conducts approximately 75 controlled burns a year.

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# Bedrock Earthscapes, LLC

SUSTAINABLE EARTHSCAPE SOLUTIONS

|   |   |
|---|---|
| Project/Client  | Village of Carol Stream. Engineering Department.  |
| Scope of Work   | Maintenance of 13 pond and wetland areas totaling 47 acres. Most of the naturalized pond bank areas are now 25 years old. Bedrock Earthscapes was awarded this business approximately 13 years ago. After an initial two years of focused attention, all non-desirable woodies were removed, and significant teasel, willow and Phragmites infestations have been eliminated. These mature native areas are now maintained with an annual or biennial burn, only three or four maintenance visits a year, and some occasional overseeding where needed. Some of the Village properties are adjacent to and contiguous with local Park and School District properties. Some are surrounded with residential properties like many Wheaton Park District sites. We work with Village staff on an annual basis to adjust the scope and maintenance frequencies to stay within annual budgetary constraints. Bedrock Earthscapes does the seasonal maintenance on the Carol Stream locations. Native Torch, LLC does the annual burns. |
| Client Point of Contact   | Gregory Ulreich, Civil/Stormwater Engineer 630-868-2264<br><a href="mailto:gulreich@carolstream.org">gulreich@carolstream.org</a>   |
| Fee/Year  | \$30,000 in 2024  |
|  |   |

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# Bedrock Earthscapes, LLC

SUSTAINABLE EARTHSCAPE SOLUTIONS

|                         |   |
|-------------------------|---|
| Project/Client          | DuPage Water Commission   |
| Scope of Work           | Design and Maintenance of 8 acres of created native areas. The DuPage Water Commission in Elmhurst converted 8 acres of turf to native grasses on top of their 25 million gallon water tank, low-profile prairie in open field areas, and no-mow cool season grass meadows on tank slopes and perimeters to model their commitment to sustainable landscapes that require less water and less maintenance input/expense. Bedrock Earthscapes has maintained the site for 11 years. Our contract includes an annual mowing or burn, 5 maintenance visits, seed collection and re-distribution, algae control in a small pond and an annual report. |
| Client Point of Contact | Mike Weed, Operations Manager. 630-516-1922<br><a href="mailto:Weed@dpgwc.org">Weed@dpgwc.org</a>   |
| Fee/Year                | \$17,000 2 year total. 2023/2024  |

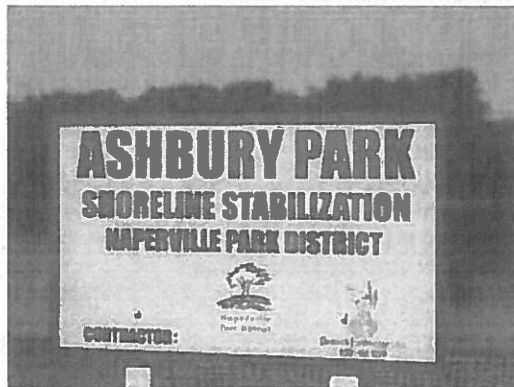


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# Bedrock Earthscapes, LLC

SUSTAINABLE EARTHSCAPE SOLUTIONS


|                         |   |
|-------------------------|---|
| Project/Client          | Naperville Park District  |
| Scope of Work           | Maintenance of 18 restored native areas including detention basins, prairies and woodlands. Results in establishing native areas and reclaiming degraded native areas has been excellent. Detention basin slopes have gone from being degraded areas with non-desirable plants to beautiful and functional native plantings around highly visible basins in public parks. The aspects of native plantings in highly visual public areas, dealing with public perception, and interacting with neighbors is similar to Wheaton Park District RFP. Our contract requires an annual mowing or burn, 7 maintenance visits, seed collection and re-distribution, and an annual report. |
| Client Point of Contact | Peggy Motta, Project Manager. 630-848-5013<br><a href="mailto:PMotta@napervilleparks.org">PMotta@napervilleparks.org</a>  |
| Fee/Year                | \$68,000 in 2024.   |



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# Bedrock Earthscapes, LLC

SUSTAINABLE EARTHSCAPE SOLUTIONS

|  |  |
|--|--|
| Project/Client   | Wheaton Park District  |
| Scope of Work  | Maintenance of approximately 15 acres of natives including a 10 year-old native plantings surrounding a large lake at Northside Park, three other basins and an open prairie area, all stormwater BMPs as part of larger park renovation projects. Sites include the Cosley Zoo and a part of Lincoln Marsh where cattails had been a problem. All sites are heavily used by the public. |
| Client Point of Contact  | Dan Hopkins, Superintendent of Parks, Grounds, Forestry & Sports. 630-510-4972<br><a href="mailto:dhopkins@wheatonparks.org">dhopkins@wheatonparks.org</a>   |
| Fee/Year   | \$31,000 in 2024.  |
|  |  |

|                         |   |
|-------------------------|---|
| Project/Client          | Bartlett Park District  |
| Scope of Work           | Maintenance of 5 created native areas including detention basins and low-profile prairie plantings. As the Park District continues to gain added responsibilities without new staff, the maintenance of native areas was outsourced in 2017. The condition of the native areas range from amazingly beautiful and rich, to highly degraded. One site is home to the Illinois Department of Natural Resources regional office, a State Park and the Bartlett Park District Nature Center. Bedrock Earthscapes has assisted the Bartlett Park District with an evaluation of all their native areas including a prioritized list of recommendations that is being used for long term planning. Our contract requires 4 maintenance visits to each site. |
| Client Point of Contact | Rachel Schumacher, Parks Manager. 630-540-4823<br><a href="mailto:RSchumacher@bartlettsparks.org">RSchumacher@bartlettsparks.org</a>  |
| Fee/Year                | \$9,000 in 2024   |



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# Bedrock Earthscapes, LLC

SUSTAINABLE EARTHSCAPE SOLUTIONS

## Staffing and Qualifications

Bedrock Earthscapes is an owner-operated company that has earned its reputation as one of DuPage County's best native areas maintenance providers. We enjoy creating lasting relationships with our clients, and have been successful in doing so, demonstrated by a client retention rate of over 95%, year over year, every year since establishment in 2008.

| Name, Title, Registrations   | Years of Experience,<br>Years with Bedrock<br>Earthscapes | Experience on Municipal Projects  |
|--|---|---|
| <b>Bill Bedrossian</b><br>Owner/Managing Member<br>Registered Landscape Architect,<br>Ecologist, Certified Burn<br>Manager CPBM# 16-594 issued<br>4/19/2016, Licensed Pesticide<br>Applicator, BS in Plant Sciences,<br>MS in Management, Former<br>DuPage County Board Member | 54/17   | Design, installation and<br>maintenance of native areas and<br>stormwater BMPs. 28 years of<br>executive leadership experience<br>and training. Active involvement<br>in all day-to-day operations and<br>field work. Nation-wide<br>consultation on sustainable<br>landscape operations. CPBM. |
| <b>Jason Bedrossian</b><br>Assistant Manager<br>Certified Burn Manager,<br>Licensed Pesticide Applicator,<br>Sustainable Landscapes<br>Certificate from the College of<br>DuPage, Structural Fire Course<br>work, Technology Center of<br>DuPage                               | 15/15   | Installation and maintenance of<br>created native areas, stream bank<br>restorations and stormwater<br>BMPs. Client relationship<br>responsibilities and day-to day<br>operational field work. Jason also<br>owns his own MBE native areas<br>burn company, Native Torch,<br>LLC. CPBM.         |
| <b>Sean Ocasio</b><br>Project Supervisor<br>Licensed Pesticide Applicator,<br>Certified Burn Tech S130 &<br>S190, Four years active duty with<br>US Army   | 13/9  | Project supervision and equipment<br>operator. Native areas installation<br>and maintenance. Active<br>involvement in all day-to-day<br>operations and field work.  |
| <b>Isaiah Bedrossian</b><br>Field Associate<br>Sustainable Landscapes<br>Certificate at COD<br>Licensed Pesticide Applicator and<br>Certified Burn Tech S130 &<br>S190.  | 8/8   | Full-time, field technician. Owner<br>of IMB Enterprises doing<br>residential native areas work.<br>CPBM  |
| <b>Vaughan Allgood. Cristian<br/>Salazar</b>   | 2/2   | Full-time, field technicians.   |

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**Exhibit A**  
**Contractor's Proposal Attachment**

## SCOPE OF WORK

**PROJECT:** NATIVE AREA LANDSCAPE MAINTENANCE SERVICES

**BID DUE DATE:** February 27, 2025 10:00 A.M.

**STARTING DATE:** Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

**Service Period:** April 1, 2025 through December 31, 2025.  
January 1, 2026 through December 31, 2026.  
January 1, 2027 through December 31, 2027.

The contractor is to provide the following seasonal services:

**Park Stewardship** - Periodic site visits (5 visits minimum) to monitor native plants and control weed growth with herbicide applications, cutting and/or hand pulling techniques, as needed. This may include site seed collection and dispersal, if necessary.

**Prescribed Burns** - Crew burning the upland natural area and buffer including all permitting, burn break construction, safety precautions and proper authority notification.

**Cattail Management** – (Initial): Application of systemic herbicide to cattails. Two treatments required for satisfactory die back. Initial application to be completed once plants reach maturity, no earlier than the end of July.

**Cattail Management** – (cutting & removal): Cutting and bringing material to shore for the Wheaton PD to clean up and dispose.

The work is to be performed within the following parks:

- **Northside Park** – 1311 N. and 1509 N. West St., Wheaton. Lagoon shoreline, sled hill & detention area (next to pool parking lot). *The area of Reed Canary Grass, Southwest corner of the park between the spillway and Gary Ave. (West of South bridge) is NOT part of the scope of work.*
- **Cosley Zoo** – 1356 N. Gary Ave., Wheaton. Marsh area (South side of property) & Rain Gardens in (2) parking lots.
- **Central Athletic Complex Detention Area** – Central Park, 600 S. Main St., Corner of Indiana and Main St., Wheaton
- **Rotary Park Hill** – Rotary Park 601 S. Main St., Wheaton (hill is West of Mariano's parking lot)



- **Elliot Lake** – Across the street from 855 W. Prairie Ave., on the corner of W. Prairie and Gary Ave.
- **Wheaton Oaks Property** – Gary Ave., South of Winfield Creek and Elliot Lake
- **Thompson Detention Area** – East side of Gary Ave. across from Prairie Ave.
- **Lincoln Marsh** – ON141 Gary Ave., Wheaton
- **Toohey Park** - 1900 Orchard Rd.
- **Rathje Park Shoreline** – 616 Delles Rd
- **Arrowhead Parking Lot Detention** - 26W151 Butterfield Rd

#### **ALTERNATE BID: WOODED AREAS**

The contractor is to provide the following seasonal services *including a unit cost per acre for maintenance of wooded areas*

**Park Stewardship** - Periodic site visits (5 visits minimum) to monitor native plants and control weed growth with herbicide applications, cutting and/or hand pulling techniques, as needed. This may include site seed collection and dispersal, if necessary.

**Prescribed Burns** - Crew burning the upland natural area and buffer including all permitting, burn break construction, safety precautions and proper authority notification.

**It should be noted that the scope of the work included in this bid is slightly different than the scope of the work previously bid.**

**Attachment's "A"**  
**Scope of Work Locations Table 1**  
 (Must be submitted with bid)

|   | <b><u>Park Stewardship</u></b> | <b><u>Prescribed Burns</u></b> | <b><u>Cattail Management</u></b> |
|---|--------------------------------|--------------------------------|----------------------------------|
| <b>Northside Park</b> <i>(Lagoon shoreline, sled hill &amp; detention area)</i> | X                              | X                              | X                                |
| <b>Cosley Zoo</b>   | X                              |                                |                                  |
| <b>CAC Detention Area – West side of Main St.</b>                               | X                              |                                |                                  |
| <b>Rotary Park Hill – West of Mariano's Parking Lot</b>                         | X                              |                                |                                  |
| <b>Elliot Lake</b>  | X                              | X                              |                                  |
| <b>Wheaton Oaks Property – West Side of Gary Ave.</b>                           | X                              | X                              |                                  |
| <b>Thompson Detention Area – East Side of Gary Ave.</b>                         | X                              | X                              |                                  |
| <b>Lincoln Marsh</b>  |                                |                                | X                                |



|  |   |  |   |
|--|---|--|---|
| <b>Toohey Park</b>                     |   |  | X |
| <b>Rathje Shoreline</b>                | X |  |   |
| <b>Arrowhead Parking Lot Detention</b> | X |  |   |

A detailed report shall also be created for each visit and provided to: Kevin Flynn, Conservation Manager 630-510-4981 [kflynn@wheatonparks.org](mailto:kflynn@wheatonparks.org).

#### **ALTERNATE BID: WOODED AREAS**

The contractor is to provide the following seasonal services *including a unit cost per acre for maintenance of wooded areas*

**Park Stewardship** - Periodic site visits (5 visits minimum) to monitor native plants and control weed growth with herbicide applications, cutting and/or hand pulling techniques, as needed. This may include site seed collection and dispersal, if necessary.

The work is to be performed within the following parks:

- **Hoffman Park**- 411 N. Prospect St.
- **Seven Gables Park**- 1750 Naperville Rd.

**Attachment's "A"**  
**Scope of Work Locations Table 2**  
(Must be submitted with bid)

|                          | <b><u>Park Stewardship</u></b> | <b><u>Prescribed Burns</u></b> | <b><u>Cattail Management</u></b> |
|--------------------------|--------------------------------|--------------------------------|----------------------------------|
| <b>Hoffman Park</b>      | X                              |                                |                                  |
| <b>Seven Gables Park</b> | X                              |                                |                                  |

A detailed report shall also be created for each visit and provided to: Kevin Flynn, Conservation Manager 630-510-4981 [kflynn@wheatonparks.org](mailto:kflynn@wheatonparks.org).

### **1. Statement of Qualifications for Prescribed Burning**

The successful Contractor must have qualifications to conduct prescribed burning, including a prescribed burn foreman with a minimum experience level of 10 prescribed burns. The burn leader shall have met the requirements of Illinois Law and Regulations (17 Illinois Admin. Code 1565) and is recognized as a Certified Prescribed Burn Manager in compliance with the Illinois Prescribed Burning Act (525 ILCS 37/1 *et seq.*). Bidders shall submit with their bid, the burn leader's certificate number and date of issue, showing said compliance.

### **2. Quality Control**

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the Park District, the successful Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability that it has assumed under this contract, and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the bid, in addition to any other certifications required in these Bid Documents, the Bidder certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of five (5) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the Work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences that Bidder has adequate financial resources to complete the Work being bid, as well as all other work the Bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The successful Contractor shall be licensed by the State of Illinois to apply herbicides approved for use in the State of Illinois.
7. The successful Contractor shall have the qualifications for prescribed burning as set forth in Section 1.

## **Native Landscape Maintenance Performance Standards – All Locations**

### **Adaptive Management Program**

The following management plan is based on implementation of an **Adaptive Management Program**.

#### **Basic Adaptive Management Plan Principals**

##### **Plan:**

- Identify management issues (e.g. weed infestations).
- Identify management goals (e.g. weeds managed, native seeding establishment).
- Determine management strategies available (e.g. herbicide, hand pulling, burning).
- Select appropriate management action (e.g. hand removal).
- Determine what will be monitored and how (e.g. establish a fixed point in field).
- Determine how change and success will be evaluated (e.g. absence of weeds one month or one year after removal).

##### **Do:**

- Carry out action (e.g. remove weeds).
- Complete prescribed burn monitor:
- Monitor results (e.g. revisit site to determine success of activities).

##### **Review:**

- Assess previous management strategy and modify plan as necessary to adapt to current site conditions.
- Return to Planning – begin again, **Adapt** to new site conditions.

### **Project Goals and Objectives**

This plan is designed to be adaptive to changing site conditions observed through periodic monitoring of the site. The monitoring visits are important to determine the annual tasks needed. Those tasks are then completed and then evaluated for effectiveness. New tasks are then defined as necessary to achieve the project goals and objectives.

### **Recommended Maintenance and Management Tasks**

Recommended maintenance and management tasks include invasive weed control and periodic monitoring of the natural areas. Invasive species control may be achieved using mechanical methods such as prescribed burn management or mowing or combined with chemical control using herbicides approved for use in aquatic/wetland environments, when necessary.

Proper wetland hydrology should be maintained through periodic inspection of riffles and grade control structures. Proper function of storm water management structures should be maintained by keeping the water control structures unblocked.

Periodic monitoring visits are recommended to assess the site conditions and to determine the extent of each task to be completed in any given year. We recommend at least 4 growing season monitoring visits each year. The following matrix lists regular maintenance and management activities that should be completed according to schedule.

### Attachments "A"

**Table 3. Recommended Maintenance and Management Tasks Schedule Years 2025, 2026, 2027**

(Must be submitted with bid)

| TASK                              | Jan-Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov-Dec |
|-----------------------------------|---------|-----|-----|-----|-----|-----|-----|-----|-----|---------|
| Monitoring Visits                 |         |     | X   |     | X   |     | X   |     | X   |         |
| Debris Management                 |         | X   |     | X   |     | X   |     | X   |     | X       |
| Storm water Structure Maintenance |         | X   |     | X   |     | X   |     | X   |     | X       |
| Prescribed Burn *                 |         | X   | X   |     |     |     |     |     |     | X       |
| Invasive Weed Control             |         |     |     | X   | X   |     | X   | X   |     |         |

1. **Site Monitoring Visits:** Periodic site monitoring visits are recommended to determine whether excessive erosion is occurring, if the water control structures are functioning properly, and to assess the overall condition of the wetland and prairie buffer vegetation, including invasive weed growth. Any deficiencies should be documented along with recommendations for appropriate remediation or remedied during the visits. The results of each visit should be summarized in a short report with photographs for record keeping.
2. **Debris Management:** All trash, brush, grass clippings, debris, etc. should be periodically removed from the wetland and prairie buffer areas. Landscape waste should not be dumped into these areas.

3. Storm water Structure Maintenance: All storm water control structures, culverts and grates, etc. should be inspected, cleaned out and/or repaired periodically to prevent clogging and potential flooding. This will be especially important in early spring and late fall. Prolonged elevated water levels can kill plants if not rectified quickly and are a human safety hazard. Maintenance staff should visit the site on a regular basis to monitor the blockage of inlets and outlets, including removal of debris from storm water culvert openings and trash grates.
4. Soil Erosion Control Management: If erosion problems such as rills or bank sloughing develop, we recommend that they be repaired soon after detection by a firm specializing in soil erosion control and/or native landscaping. All soil erosion control devices or materials, such as seed, erosion control blanket, or mulch should be installed according to manufacturer's directions or accepted industry standards.
5. Muskrat and Erosion Control: Muskrats are native wetland animals that are commonly found. Muskrats are primarily vegetarians and are often active at night. They build lodges and smaller feeding stations out of cattails and burrow into upland banks near the water's edge. Muskrats using lodges may be less likely to create burrows that potentially damage banks and the integrity of storm water structures. The tops of burrows often collapse and create ruts, holes and pathways and can cause instability in the banks. Muskrats potentially alter drainage and storage functions, as well as pose a human safety hazard when walking or performing maintenance near burrows. To exclude these animals from the upland banks, we recommend trapping by a licensed nuisance wildlife trapper if problems are observed.
6. Prescribed Burn Management: This management option helps to reduce undesirable weedy species and encourage native species. Prescribed burning reduces the accumulation of plant litter, thereby creating openings for the germination and establishment of native species. Burning should only be performed by qualified burn managers. Periodic burning once every year, weather permitting, fall or spring, is suggested to improve the quality of the wetland and prairie buffer areas.
7. Invasive Weed Control: We recommend that field thistle, reed canary grass, sandbar willow, common reed, buckthorn, and other invasive weeds be controlled by the following: mechanically, through the use of spot-mowing between June 1 and August 1, culturally through the use of prescribed fire (as fuels allow) once every three to five years; chemically through the application of herbicide to persistent perennial weeds in cases where mowing is ineffective; or a combination of methods. Mowing of annual and biennial weeds such as giant ragweed and sweet clover is the preferred non-chemical means to control these weeds. Mowing that is performed near the start of flowering can dramatically reduce the production and dispersal of weed seeds.

Mowing at this frequency and height (<8") reduces the production of weed seeds without affecting native grass establishment. Entire areas of established emergent,

wet prairie, or upland prairie buffers should not be mowed. However, spot-mowing using a hand- held weed trimmer is useful to reduce individual stems of sweet clover, ragweed, teasel, thistle, etc. early in their flowering stages to prevent the formation of seeds. Weed species should be herbicided or mowed only after proper identification. The following matrix provides a schedule of control for identified weeds.

#### **ALTERNATE BID: WOODED AREAS**

#### **Attachments "A"**

**Table 4. Recommended Maintenance and Management Tasks Schedule Years 2025, 2026, 2027**

(Must be submitted with bid)

| TASK                              | Jan-Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov-Dec |
|-----------------------------------|---------|-----|-----|-----|-----|-----|-----|-----|-----|---------|
| Monitoring Visits                 |         |     | X   |     | X   |     | X   |     | X   |         |
| Debris Management                 |         |     |     |     |     |     |     |     |     |         |
| Storm water Structure Maintenance |         |     |     |     |     |     |     |     |     |         |
| Prescribed Burn *                 |         |     |     |     |     |     |     |     |     |         |
| Invasive Weed Control             |         |     |     | X   | X   |     | X   | X   |     |         |

### Attachments "A"

**Table 5. Recommended Invasive Weed Control Schedule Years 2025, 2026, 2027.**

(Must be submitted with bid)

| Recommended Control Method                  | Apr-May                               | Jun  | Jul  | Aug                   | Sep-Oct   | Nov-Dec                                      |
|---|---------------------------------------|--|--|-----------------------|---|--|
| <b>Mow</b><br>(to height not lower than 8") |                                       | X<br>thistle,<br>sweet clover,<br>annual weeds | X<br>thistle,<br>sweet clover,<br>annual weeds | X<br>giant<br>ragweed | X<br>thistle,<br>sweet clover<br>(spot-mow, only)                   |  |
| <b>Burn</b>                                 | X                                     |  |  |                       |   | X  |
| <b>Herbicide</b>                            | X<br>Reed canary<br>grass,<br>thistle | X<br>sweet clover                              | X<br>cattail                                   | X<br>cattail          | X<br>thistle,<br>common reed,<br>sweet clover,<br>reed canary grass |  |
| <b>Cut stumps/<br/>herbicide</b>            |                                       |  |  |                       |   | X<br>Buckthorn,<br>sandbar willow,<br>others |

### ALTERNATE BID: WOODED AREAS

### Attachments "A"

**Table 6. Recommended Invasive Weed Control Schedule Years 2025, 2026, 2027.**

(Must be submitted with bid)

| Recommended Control Method | Apr-May | Jun  | Jul | Aug | Sep-Oct  | Nov-Dec |
|----------------------------|---------|--|-----|-----|--|---------|
| <b>Herbicide</b>           |         | X<br>Buckthorn,<br>Honeysuckle,<br>Japanese<br>Honeysuckle |     |     | X<br>Buckthorn,<br>Honeysuckle,<br>Japanese<br>Honeysuckle |         |

**Note: We have already cleared the invasives in both areas (Hoffman Park and Seven Gables Park) and treated the tree stumps, so maintenance will entail spraying resprouts of the invasive species listed in the table above.**

8. Recordkeeping: Records of management activities should be maintained by the designated stewardship committee or person(s). Records may include a review of management activities and their results, including photo documentation and the proposed actions for the next year.

9. Enhancement Activities: Seeding the wetland or prairie buffer with an appropriate seed mix may be desired in the event of damage to an area (trampling, sedimentation, prolonged flooding), or to increase the native species such as wildflowers on the site, particularly if extensive weed control (herbiciding) leaves areas un-vegetated. Nearby native plants will disperse seed by natural mechanisms, or seed from on-site plants can be gathered in October-November and installed by hand. We recommend that seeding of large areas (>1/4 acre) be installed by a native landscaping firm. Seed can also be purchased from local native seed suppliers. Only native seeding is recommended. The seeding/planting of non-native ornamental plants or commercial landscaping within the natural areas is discouraged.
10. Responsible Parties: The long term steward is responsible for the long term management of the restoration areas. Qualified firms perform will be contracted for the maintenance, management and monitoring of the restoration areas.

#### **Vegetation Performance Standards – All Locations**

Performance standards are predetermined goals for guiding and measuring mitigation success. These performance standards are based upon the importance and the quality of the native vegetation within the wetland mitigation area. The following performance standards are proposed:

1. No area over the planted wetland and buffer restoration area greater than 0.5 square meter shall be devoid of vegetation, as measured by aerial coverage, unless specified on the approved plans. This standard does not apply to emergent communities or existing undisturbed wetland or buffer.
2. At least 60% of the vegetation present within the planted wetland and buffer restoration area shall be native, non-invasive species. This standard does not apply to emergent communities or existing undisturbed wetland or buffer.

None of the three most dominant plant species may be invasive, non-native plants including, but not limited to: reed canary grass (*Phalaris arundinacea*), thistle (*Cirsium arvense*, *Cirsium vulgare*), purple loosestrife (*Lythrum salicaria*), sandbar willow (*Salix interior*), Kentucky bluegrass (*Poa pratensis*) or common reed (*Phragmites australis*).

3. Within the planted wetland and buffer restoration area, a minimum of 60% of the planted native grasses and forbs shall be present. This standard does not



apply to emergent communities or existing undisturbed wetland or buffer.

This performance standard will document the diversity of species present in the areas planted with native grasses and forbs. This standard does not apply to emergent communities or existing undisturbed wetland or buffer.

4. The above standards do not apply to emergent communities. Emergent communities shall have 75% of installed live plant species presence and 25% aerial coverage, with the exception or areas designated as being open water.
5. The native floristic quality index value (native FQI) must be greater than or equal to 18 as measured over the entire planted restoration area within Northside Park. The floristic quality assessment method is described in Swink and Wilhelm, Plants of the Chicago Region.

#### **Installed Tree and Shrub Performance Standards – All Locations**

The tree and shrub installation areas will have the following performance standards.

1. The herbaceous undergrowth will meet the standards as specified in the section above.
2. Contractor shall be responsible to remove any invasive woody species.

#### **Monitoring Reports**

The Owner shall engage a third-party consultant to prepare an annual monitoring report. The reports will include a discussion of the progress in meeting the vegetation success criteria and the proposed actions to deal with any shortfalls. The representative photographs of the restoration areas will be taken at the time of sampling will also be included in the reports.

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. 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 alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton 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.
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents;
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Contract and subcontractors.
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of all contracts of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 27th day of February, 2025.

Name: Bedrock Earthscapes, LLC

By: William Bedrossian

Signature

Title:

Owner

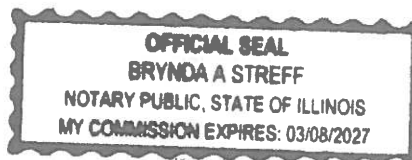
SUBSCRIBED AND SWORN TO before me

this 28th day of February, 2025.

[Signature]  
Notary Public

STATE OF ILLINOIS )

COUNTY OF DUPAGE )



**PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written Specifications for the amounts set forth as follows (Please complete in ink or type):

**Attachment "B"**

**BASE BID PROPOSAL**  
(Must be submitted with bid)

|   | 2025      | 2026      | 2027      | 3 year Total          |
|---|-----------|-----------|-----------|-----------------------|
| <b>Northside Park ( Lagoon shoreline, sled hill &amp; detention area)</b> | \$ 16,000 | \$ 16,500 | \$ 17,000 | \$ 49,500             |
| <b>Cosley Zoo</b>   | \$ 1,050  | \$ 1,080  | \$ 1,120  | \$ 3,250              |
| <b>CAC Detention Area - West side of Main St.</b>                         | \$ 990    | \$ 1,020  | \$ 1,050  | \$ 3,060              |
| <b>Rotary Park Hill - West of Mariano's Parking Lot</b>                   | \$ 950    | \$ 970    | \$ 990    | \$ 2,910              |
| <b>Elliot Lake</b>  | \$ 2,650  | \$ 2,740  | \$ 2,820  | \$ 8,210              |
| <b>Wheaton Oaks Property – West Side of Gary Ave.</b>                     | \$ 3,600  | \$ 3,700  | \$ 3,800  | \$ 11,100             |
| <b>Thompson Detention Area – East Side of Gary Ave.</b>                   | \$ 2,190  | \$ 2,260  | \$ 2,320  | \$ 6,770              |
| <b>Lincoln Marsh</b>  | \$ 1,440  | \$ 1,480  | \$ 1,530  | \$ 4,450              |
| <b>Toohey Park</b>  | \$ 1,690  | \$ 1,790  | \$ 1,900  | \$ 5,380              |
| <b>Rathje Shoreline</b>   | \$ 1,600  | \$ 1,700  | \$ 1,800  | \$ 5,100              |
| <b>Arrowhead Parking Lot Detention</b>                                    | \$ 1,100  | \$ 1,140  | \$ 1,170  | \$ 3,410              |
|   |           |           |           | Grand Total           |
|   | \$ 33,260 | \$ 34,380 | \$ 35,500 | Amount:<br>\$103,140. |

**Total Bid Amount/Grand Total:** One Hundred Three Thousand, One Hundred Forty Dollars.

**COMPANY NAME:**

**Bedrock Earthscapes, LLC**

**ALTERNATES FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**  
(Must be submitted with bid)

|                   | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>Three Year Total</b> |
|-------------------|-------------|-------------|-------------|-------------------------|
| Hoffman Park      | \$ 800      | \$ 820      | \$ 850      | \$ 2,470                |
| Seven Gables Park | \$ 1,600    | \$ 1,650    | \$ 1,690    | \$ 4,940                |

**COMPANY NAME:**

**Bedrock Earthscapes, LLC**

**Attachment "B" (Continued)**

**UNIT COSTS FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**  
(Must be submitted with bid)

| Item            | Unit                  | Unit Cost (per Trapping Incident) |
|-----------------|-----------------------|-----------------------------------|
| MUSKRAT CONTROL | Per Trapping Incident | \$ 1,800-2,500.                   |

| Item            | Unit            | Unit Cost (per Square Yard) |
|-----------------|-----------------|-----------------------------|
| EROSION CONTROL | Per Square Yard | \$ 3.50                     |

| Item              | Unit            | Unit Cost (per Square Yard) |
|-------------------|-----------------|-----------------------------|
| SEEDING & BLANKET | Per Square Yard | \$ 3.50                     |

Unit Costs are in addition to base contract and will be handled by Change Orders, as needed.

**Addendums – Received and Acknowledged**

Addendum No.   1   Dated: February 12, 2025  
Addendum No.            Dated:                     
Addendum No.            Dated:                   

**COMPANY NAME:**

**Bedrock Earthscapes, LLC**

**Native Area Landscape Maintenance Services**

Wheaton Park District, Wheaton, Illinois

**ADDENDUM #1  
February 12, 2025**

TO: All Bidders  
FROM: Steve Hinchee, Superintendent of Planning  
RE: Addendum #1 – Native Area Landscape Maintenance Services

---

Please note the following questions, responses, and additional information regarding the bid documents for the Native Landscape Maintenance Services:

1. The request asks for a list of all contracts in progress on a separate sheet in detail, do we need to list every single open contract we have?

**RESPONSE: No, a representative sample of the contracts is adequate.**

2. Can we provide the pricing for the monitoring reports?

**RESPONSE: No, monitoring reports are required at this time.**

3. For the price submittal, is it accurate that every item is lumped under one umbrella including stewardship, monitoring, clearing, and prescribed burning? Do we need to submit any pricing that is itemized to attach to the price sheet since it is not broken out on the schedule of prices in the bid documents?

**RESPONSE: The bid proposal form is broken out the way staff wants to see it presented. If a bidder wants to present further details, that is their option, but not required for the purposes of this bid.**

**PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THIS MEMORANDIUM WITH YOUR BID PROPOSAL FORM.**

**ADDENDUM #1 RECEIVED:**

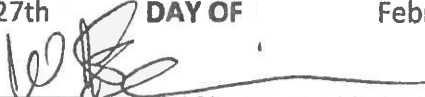
**SIGNED:** 

**DATE:** 2/21/25

**COMPANY:** \_\_\_\_\_

**Bedrock Earthscapes, LLC  
1501 E. Harrison Avenue  
Wheaton, IL 60187**

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

|                             |  |                    |                             |
|-----------------------------|--|--------------------|-----------------------------|
| <b>COMPANY NAME:</b>        | Bedrock Earthscapes, LLC   |                    |                             |
| <b>NAME OF BIDDER:</b>      | Willian Bedrossian   |                    |                             |
| <b>TITLE:</b>               | Owner  |                    |                             |
| <b>ADDRESS OF BIDDER:</b>   | 1501 E Harrison Ave  |                    |                             |
| <b>CITY, STATE and ZIP:</b> | Wheaton, IL<br>60187   | <b>FAX NUMBER:</b> |                             |
| <b>PHONE NUMBER:</b>        | 630-461-1159   | <b>E-MAIL:</b>     | bill@bedrockearthscapes.com |
| <b>CELL PHONE NUMBER:</b>   | 630-461-1159   |                    |                             |
| <b>DATED THIS</b>           | 27th   | <b>DAY OF</b>      | February 2025               |
| <b>SIGNATURE:</b>           |  |                    |                             |



### Attachment "C"

(Must be Submitted With Bid)

#### REFERENCES SEE COVER LETTER

MUST SUBMIT FIVE (Within the past three 3 years)

|    |                         |  |        |
|----|-------------------------|--|--------|
| 1. | Contract Name/Address:  |  |        |
|    | Date:                   |  | Phone: |
|    | Owner Contact:          |  |        |
|    | Description of Contract |  |        |
| 2. | Contract Name/Address:  |  |        |
|    | Date:                   |  | Phone: |
|    | Owner Contact:          |  |        |
|    | Description of Contract |  |        |
| 3. | Contract Name/Address:  |  |        |
|    | Date:                   |  | Phone: |
|    | Owner Contact:          |  |        |
|    | Description of Contract |  |        |
| 4. | Contract Name/Address:  |  |        |
|    | Date:                   |  | Phone: |
|    | Owner Contact:          |  |        |
|    | Description of Contract |  |        |
| 5. | Contract Name/Address:  |  |        |
|    | Date:                   |  | Phone: |
|    | Owner Contact:          |  |        |
|    | Description of Contract |  |        |

**Attachment "D"**

(Must be Submitted With Bid)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Bedrock Earthscapes, LLC

Permanent main office address: 1501 E Harrison Ave, Wheaton, IL 60187

When organized: 2008

If a corporation, where incorporated: Illinois Limited Liability Company

How many years you have been engaged in business? 17

General scope of work or products supplies: Native Areas Maintenance and Installation

Have you ever failed to complete any work awarded to you? No

If so, where, and why: N/A

Have you ever defaulted on a contract? No

Credit available: \$300,000.

Give Bank reference: Alliant Credit Union

Bank Address: Elk Grove Village, IL

Bank Phone #: 800-328-1935

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? Yes

**Attachment "D" (Continued)**

(Must be Submitted With Bid)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.

Dated at Wheaton, IL. this 27th day of February, 2025.

Bedrock Earthscapes, LLC

By [Signature]

Title Owner

State of Illinois

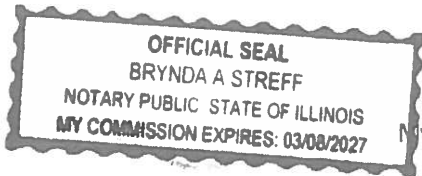
SS.

County of DuPage

William Bedrossian being duly sworn deposes and says that he  
is Owner of Bedrock Earthscapes, LLC  
Title Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 22nd day of February, 2025



[Signature]  
Notary Public

My commission expires March 8, 2027

**Attachment "E"**

(Must be Submitted With Bid)

**VENDOR IDENTIFICATION FORM**

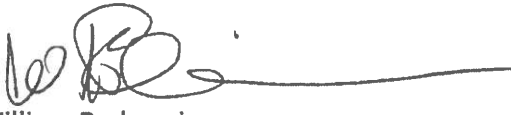
The Bidder is a LLC:

Bedrock Earthscapes, LLC

Name of LLC

\_\_\_\_ Illinois \_\_\_\_\_  
State in which Incorporated

Signature of Officer authorized  
to make this agreement:

  
William Bedrossian \_\_\_\_\_  
Signature of Officer/Printed Name

1501 E Harrison Ave, Wheaton, IL 60187  
Business Address

\_\_\_\_ 630-461-1159 \_\_\_\_\_  
Telephone Number

If the Bidder is a partnership,  
fill in the following blanks:

\_\_\_\_\_  
Name of Partnership-List Names

Signature of at least one partner:

\_\_\_\_\_  
Member of Firm

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

\_\_\_\_\_  
Telephone Number

If the Bidder is an individual,  
fill in all the following blanks:

\_\_\_\_\_  
Signature of Individual/Printed Name

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

\_\_\_\_\_  
Telephone Number

## **Attachment "F"**

(Must be Submitted With Bid)

### **CONTRACTOR COMPLIANCE AND CERTIFICATIONS**

**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.**

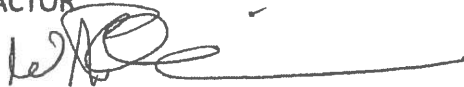
THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- 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,

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. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. 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 Wheaton 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: William Bedrossian


Its: Owner

STATE OF Illinois )  
 )ss

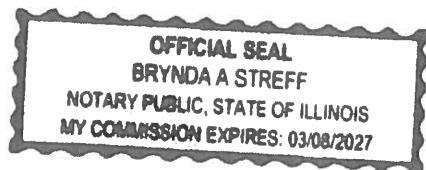
COUNTY OF DuPage )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that William Bedrossian 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: 2/22/2025

  
(Notary Public)

(SEAL)



**Attachment "F" (Continued)**

(Must be Submitted With Bid)

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor, by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

**A.** The Contractor has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Bedrock Earthscapes, LLC \_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

William Bedrossian, Owner \_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

  
Signature of Authorized Representative

Dated: 2/27/25

~~**B.** The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.~~

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

Dated: \_\_\_\_\_

**Bedrock Earthscapes, LLC**  
**Substance Abuse Prevention Program and Substance Abuse Policy**

Effective: January 1, 2010  
Reviewed/Revised: January 22, 2025

All Bedrock Earthscapes, LLC employees and subcontractors will comply with the requirements and provisions of the Illinois Substance Abuse Program for Public Works Act (820 ILCS 265/1 et. seq) (effective January 1, 2008) (the "Act").

Substance abuse is prohibited. The use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) is prohibited at all times while in the employ or hire of Bedrock Earthscape, LLCs. Also, no Bedrock Earthscapes, LLC employees or sub-contractors will be allowed to be under the influence of any said drug or alcohol while performing work or while on client work sites. The employment or hire of an employee or sub-contractor suspected to be in non-conformance with this policy will be suspended, and then terminated, if drug or alcohol test results are positive. All Bedrock Earthscapes, LLC sub-contractors are responsible for the cost of, and process compliance with, this policy for their employees.

All new Bedrock Earthscapes, LLC employees will be required to submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Bedrock Earthscapes, LLC will then maintain a random testing of all employees.

Bedrock Earthscapes, LLC will immediately remove and/or prohibit access to client work sites any employee who: 1) is suspected of using, possessing, delivering or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the this substance abuse program.

Any employee suspected of being out of compliance with this policy or involved in an accident will be required to take a minimum 9 panel urine drug test plus a test for alcohol. Blood testing may be used for post-accident testing, however, blood testing is not mandatory where a urine test is sufficient.

Bedrock Earthscapes, LLC will comply with all other requirements of the Act. A copy of the act is attached hereto. (Public Act 095-0635)



Public Act 095-0635

|                 |                          |
|-----------------|--------------------------|
| HB1855 Enrolled | LRB095 09720 WGH 31800 b |
|-----------------|--------------------------|

AN ACT concerning employment.

**Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:**

Section 1. Short title. This Act may be cited as the  
Substance Abuse Prevention on Public Works Projects Act.

Section 5. Definitions. As used in this Act:

"Accident" means an incident caused, contributed to, or  
otherwise involving an employee that resulted in death,  
personal injury, or property damage and that occurred while the  
employee was performing work on a public works project.

"Alcohol" means any substance containing any form of  
alcohol including, but not limited to, ethanol, methanol,  
propanol, and isopropanol.

"Alcohol concentration" means: (1) the number of grams of  
alcohol per 210 liters of breath; or (2) the number of grams of  
alcohol per 100 milliliters of blood.

"Drug" means a controlled substance as defined in the  
Illinois Controlled Substances Act or cannabis as defined in  
the Cannabis Control Act for which testing is required by an  
employer under its substance abuse prevention program under  
this Act. The term "drug" includes prescribed medications not  
used in accordance with a valid prescription.

"Employee" means a laborer, mechanic, or other worker  
employed in any public works by anyone under a contract for  
public works.

"Employer" means a contractor or subcontractor performing  
a public works project.

"Public works" and "public body" have the meanings ascribed  
to those terms in the Prevailing Wage Act.

Section 10. Substance abuse prohibited. No employee may  
use, possess, distribute, deliver, or be under the influence of  
a drug, or use or be under the influence of alcohol, while  
performing work on a public works project. An employee is  
considered to be under the influence of alcohol for purposes of  
this Act if the alcohol concentration in his or her blood or  
breath at the time alleged as shown by analysis of the  
employee's blood or breath is at or above 0.02.

Section 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works  
project, the employer shall have in place a written program  
which meets or exceeds the program requirements in this  
Act, to be filed with the public body engaged in the

construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

(A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.

(B) A prohibition against the actions or conditions specified in Section 10.

(C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug

and alcohol abuse. The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other

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equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of

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any medical review of a test result, or for any rehabilitation provided to an employee.

#### Section 20. Employee access to project.

(1) An employer may not permit an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under Section 15 to perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B). An employer shall immediately remove an employee from work on a public works project if any of the following occurs:

(A) The employee violates Section 10, tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse

prevention program.

(B) An officer or employee of the contracting agency, preferably one trained to recognize drug and alcohol abuse, has a reasonable suspicion that the employee is in violation of Section 10 and requests the employer to immediately remove the employee from work on the public works project for reasonable suspicion testing.

(2) An employee who is barred or removed from work on a public works project under subsection (1) may commence or return to work on the public works project upon his or her employer providing to the contracting agency documentation showing all of the following:

(A) That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in Section 10.

(B) That the employee has been approved to commence or return to work on the public works project in accordance with the employer's substance abuse prevention program.

(C) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

(3) Upon successfully completing a rehabilitation program, an employee shall be reinstated to his or her former employment status if work for which he or she is qualified exists.

Section 25. Applicability. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or, if bids are not solicited for the contract, to a contract to perform such work this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Section 99. Effective date. This Act takes effect January 1, 2008.

**Effective Date: 1/1/2008**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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

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

|  |  |
|--|--|
| <b>PRODUCER</b><br>Connor & Gallagher Insurance Services, Inc.<br>750 Warrenville Rd.<br>Suite 400<br>Lisle IL 60532 | <b>CONTACT</b><br>NAME: Small Business Unit<br>PHONE (A/C No. Ext): 630-810-9100 FAX (A/C No): 630-810-0100<br>E-MAIL: sbu@gocgo.com<br>ADDRESS: sbu@gocgo.com |
| <b>INSURED</b><br>Bedrock Earthscapes, LLC.<br>1501 E. Harrison Avenue<br>Wheaton IL 60187                           | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Selective Ins Co of America<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:           |

License#: 100300162  
BEDREAR-01NAIC #  
12572**COVERAGES****CERTIFICATE NUMBER:** 166495093**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y                               |          | S 2550553     | 1/1/2025                | 1/1/2028                | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                |                                 |          | S 2550553     | 1/1/2025                | 1/1/2028                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED RETENTION \$   |                                 |          | S 2550553     | 1/1/2025                | 1/1/2028                | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$<br>\$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A      | WC 9135185    | 1/1/2025                | 1/1/2028                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |

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

Wheaton Park District, its agents, officers, commissioners, employees and volunteers, and its successor and assigns are included as Additional Insureds with respects to General Liability when required in written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Wheaton Park District  
102 E. Wesley Street  
Wheaton IL 60187

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Exhibit B**  
**Contractor's Compliance and Certifications Attachment**

## **Attachment "F"**

(Must be Submitted With Bid)

### **CONTRACTOR COMPLIANCE AND CERTIFICATIONS**

**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,

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. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. 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 Wheaton 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: William Bedrossian


Its: Owner

STATE OF Illinois )  
 )ss

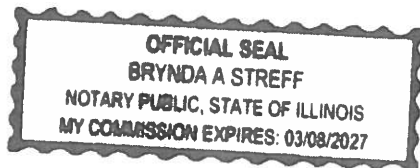
COUNTY OF DuPage )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that William Bedrossian 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: 2/22/2025

  
(Notary Public)

(SEAL)





**Attachment "F" (Continued)**

(Must be Submitted With Bid)


**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor, by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

**A.** The Contractor has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Bedrock Earthscapes, LLC \_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

William Bedrossian, Owner \_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

  
\_\_\_\_\_  
Signature of Authorized Representative

Dated: 2/27/25

~~**B.** The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.~~

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

Dated: \_\_\_\_\_

**Bedrock Earthscapes, LLC**  
**Substance Abuse Prevention Program and Substance Abuse Policy**

Effective: January 1, 2010  
Reviewed/Revised: January 22, 2025

All Bedrock Earthscapes, LLC employees and subcontractors will comply with the requirements and provisions of the Illinois Substance Abuse Program for Public Works Act (820 ILCS 265/1 et. seq) (effective January 1, 2008) (the "Act").

Substance abuse is prohibited. The use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) is prohibited at all times while in the employ or hire of Bedrock Earthscape, LLCs. Also, no Bedrock Earthscapes, LLC employees or sub-contractors will be allowed to be under the influence of any said drug or alcohol while performing work or while on client work sites. The employment or hire of an employee or sub-contractor suspected to be in non-conformance with this policy will be suspended, and then terminated, if drug or alcohol test results are positive. All Bedrock Earthscapes, LLC sub-contractors are responsible for the cost of, and process compliance with, this policy for their employees.

All new Bedrock Earthscapes, LLC employees will be required to submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Bedrock Earthscapes, LLC will then maintain a random testing of all employees.

Bedrock Earthscapes, LLC will immediately remove and/or prohibit access to client work sites any employee who: 1) is suspected of using, possessing, delivering or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the this substance abuse program.

Any employee suspected of being out of compliance with this policy or involved in an accident will be required to take a minimum 9 panel urine drug test plus a test for alcohol. Blood testing may be used for post-accident testing, however, blood testing is not mandatory where a urine test is sufficient.

Bedrock Earthscapes, LLC will comply with all other requirements of the Act. A copy of the act is attached hereto. (Public Act 095-0635)

Public Act 095-0635

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| HB1855 Enrolled | LRB095 09720 WGH 31800 b |
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"Alcohol" means any substance containing any form of  
alcohol including, but not limited to, ethanol, methanol,  
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"Alcohol concentration" means: (1) the number of grams of  
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alcohol per 100 milliliters of blood.

"Drug" means a controlled substance as defined in the  
Illinois Controlled Substances Act or cannabis as defined in  
the Cannabis Control Act for which testing is required by an  
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"Employee" means a laborer, mechanic, or other worker  
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construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health

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Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

(A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.

(B) A prohibition against the actions or conditions specified in Section 10.

(C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B)

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of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug

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equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of

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(A) The employee violates Section 10, tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse

prevention program.

(B) An officer or employee of the contracting agency, preferably one trained to recognize drug and alcohol abuse, has a reasonable suspicion that the employee is in violation of Section 10 and requests the employer to immediately remove the employee from work on the public works project for reasonable suspicion testing.

(2) An employee who is barred or removed from work on a public works project under subsection (1) may commence or return to work on the public works project upon his or her employer providing to the contracting agency documentation showing all of the following:

(A) That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in Section 10.

(B) That the employee has been approved to commence or return to work on the public works project in accordance with the employer's substance abuse prevention program.

(C) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

(3) Upon successfully completing a rehabilitation program, an employee shall be reinstated to his or her former employment status if work for which he or she is qualified exists.

Section 25. Applicability. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or, if bids are not solicited for the contract, to a contract to perform such work this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Section 99. Effective date. This Act takes effect January 1, 2008.

**Effective Date: 1/1/2008**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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

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

|  |  |
|--|--|
| <b>PRODUCER</b><br>Connor & Gallagher Insurance Services, Inc.<br>750 Warrenville Rd.<br>Suite 400<br>Lisle IL 60532 | <b>CONTACT</b><br>NAME: Small Business Unit<br>PHONE (A/C, No, Ext): 630-810-9100 FAX (A/C, No): 630-810-0100<br>E-MAIL: sbu@gocgo.com<br>ADDRESS: sbu@gocgo.com |
| <b>INSURED</b><br>Bedrock Earthscapes, LLC.<br>1501 E. Harrison Avenue<br>Wheaton IL 60187                           | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Selective Ins Co of America<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:             |
| License#: 100300182<br>BEDREAR-01  | NAIC #<br>12572  |

**COVERAGES**

CERTIFICATE NUMBER: 166495093

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y                               |          | S 2550553     | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY          |                                 |          | S 2550553     | 1/1/2025                | 1/1/2026                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |                                 |          | S 2550553     | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A      | WC 9135165    | 1/1/2025                | 1/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

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

Wheaton Park District, its agents, officers, commissioners, employees and volunteers, and its successor and assigns are included as Additional Insureds with respects to General Liability when required in written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Wheaton Park District  
102 E. Wesley Street  
Wheaton IL 60187

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

AUTHORIZED REPRESENTATIVE

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**Exhibit C**  
**Insurance Attachment**

Contractor shall obtain insurance of the types and in the 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 \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, 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).

Owner, its elected and appointed officials, employees and agents shall be included as an additional 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 Owner.

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

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.



**C. 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 \$1,000,000 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 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.

**D. 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 of \$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 waives all 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.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

**E. 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.

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 entering the Contract site 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 the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

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

## **2. Acceptability of Insurers**

For insurance companies that 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 insured's' 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. Pollution Legal Liability Insurance**

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The **Contractor Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

## **6. 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.

**Exhibit D**  
**Addenda**

## **Native Area Landscape Maintenance Services**

Wheaton Park District, Wheaton, Illinois

### **ADDENDUM #1 February 12, 2025**

TO: All Bidders  
FROM: Steve Hinchee, Superintendent of Planning  
RE: Addendum #1 – Native Area Landscape Maintenance Services

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Please note the following questions, responses, and additional information regarding the bid documents for the Native Landscape Maintenance Services:

1. The request asks for a list of all contracts in progress on a separate sheet in detail, do we need to list every single open contract we have?

**RESPONSE: No, a representative sample of the contracts is adequate.**

2. Can we provide the pricing for the monitoring reports?

**RESPONSE: No, monitoring reports are required at this time.**

3. For the price submittal, is it accurate that every item is lumped under one umbrella including stewardship, monitoring, clearing, and prescribed burning? Do we need to submit any pricing that is itemized to attach to the price sheet since it is not broken out on the schedule of prices in the bid documents?

**RESPONSE: The bid proposal form is broken out the way staff wants to see it presented. If a bidder wants to present further details, that is their option, but not required for the purposes of this bid.**

**PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THIS MEMORANDIUM WITH YOUR BID PROPOSAL FORM.**

**ADDENDUM #1 RECEIVED:**

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_