NOTICE OF AWARD

TO: Native Restoration Services, Inc.
34475 North Circle Dr.
Round Lake, Illinois 60073
("Contractor")

FROM: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048
("Owner")

ON THE 13th DAY OF February, 2018, Owner found to be most favorable to the interests of Owner, the Bidder's Proposal submitted by Contractor and dated on the 7th day of November, 2017, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the Work (as defined in Article I of the Contract) and to do all other things required of the Contractor by the Contract and to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at **10:00 a.m. local time** on the 28th day of February, 2018, at the above-listed office of Owner at which time the Contract will be executed by Owner, provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 16 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 16, and 17 of the General Instructions to Bidders.

DATED this 13th day of February, 2018

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Christine Miller
Purchasing Manager

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Do not remove

CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
NATIVE RESTORATION SERVICES, INC.
FOR THE
LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
56050-18010-889

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CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVES
AND
NATIVE RESTORATION SERVICES, INC.
FOR THE
LAKE PLAIN STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
18010

In consideration of the mutual promises set forth below, the Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, a public corporation ("Owner"), and Native Restoration Services, Inc., 34475 North Circle Dr., Round Lake, Illinois 60073 an Illinois Corporation ("Contractor"), make this Contract as of the 28th day of February, 2018, and hereby agree as follows:

ARTICLE 1
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide perform, and complete all of the following, all of which is herein referred to as the "Work:"

A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

B. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

D. Taxes. Pay all applicable federal, state, and local taxes.

E. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

F. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner consistent with the highest standards of professional and construction practices and in full compliance with and as required by or pursuant to this Contract; and with the greatest economy, efficiency, and expedition consistent therewith with only new, undamaged, and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The Commencement Date, the rate of progress (as set forth in the "Work Schedule" to be prepared as set forth in Attachment A), and the Completion Date are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide two (2) complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8.5 inch by 11-inch paper. Two (2) blue line prints and one (1) sepia transparency of each drawing shall be provided. All drawings shall be clearly marked in the lower right hand corner with the names of Owner/Architect/Engineer and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review, with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at or in the vicinity of the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that different conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two (2) workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two (2) sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent and has the necessary capital, facilities, plant, organization, and staff to provide, perform, and complete the Work in full compliance with and as required by or pursuant to this Contract. Without limiting the preceding sentence, Contractor shall employ staff with the same or superior experience as the staff identified in the Bidder Organizational and Experience Chart included in Bidder's Sworn Work History Statement.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with and as required by or pursuant to this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the work in full compliance with and as required by or pursuant to this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incidental to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring, and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring, and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures, and landscaping of all kinds, and all other public or private property that may be encountered or endangered in providing, performing, and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to and any loss suffered by the Work, and any damage done to and any loss suffered by the Work Site or other property as a result of the Work. The Contractor is responsible for immediate resolution of any damages and other incidents resulting from the use of chemicals. These incidents include but are not limited to spills, smoke, fumes, and vapors. The contractor will bear all cost for the resolution of these incidents. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to and approved in advance by Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with and as required by or pursuant to this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work by Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Acceptance or Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Acceptance of the Work or Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right for its convenience to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work performed in compliance with and as required by or pursuant to this Contract up to the effective date of termination together with ten percent (10%) of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right by written order executed by Owner to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt of such Change Order and, if not made prior to such time, shall be deemed conclusively to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to or claimed by Contractor because of hindrances or delays from any cause in the commencement prosecution or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection, Testing, Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract. The warranty herein expressed shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Warranty Period, Repairs, Extension of Warranty. Contractor shall promptly and without charge correct any failure to fulfill the above warranty that may be discovered or develop at any time within one (1) year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract, or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one (1) year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guarantee or warranty, Contractor shall be solely responsible for obtaining said guarantee or warranty in a form satisfactory to Owner and assigning said guarantee or warranty to Owner. Acceptance of any assigned guarantees or warranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guarantee or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two (2) business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make or undertake with due diligence to make the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, in the forms attached to this Contract, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. Such policies shall be in a form, and from companies acceptable to Owner. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days, after written notice thereof, shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses that may arise or be alleged to have arisen out of or in connection with Contractor's performance of or failure to perform the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay or reimburse Contractor for any state or local sales, use or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work, as well as all taxes, contributions, and premiums for unemployment insurance, old age, or retirement benefits, pension, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in a form provided by or approved by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than thirty (30) days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of and partial or final waivers of lien covering all Work for which payment is then requested; and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract price or any other consideration for the Work. Any and all Progress payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete or otherwise not in full compliance with or as required by or pursuant to this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with and as required by or pursuant to this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than sixty (60) days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for, or on account, of any act or neglect of Owner arising out of, relating to, or in connection, with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to the work or the Work Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to ensure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with the Work or this Contract ("Lien"), and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall promptly and without charge discharge, remove or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal, but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two (2) business days after receipt of such requirement, direction, instruction, interpretation, determination or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three (3) business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute or has delayed in the prosecution of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

(b) Owner may perform or have performed all Work necessary to cure such Event of Default and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

(c) Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Work, or part thereof and make an equitable reduction in the Contract Price.

(d) Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

(e) Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

(f) Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

(g) Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

(h) Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor in full compliance with and as required by or pursuant to this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work, but charge to Contractor and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor, and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in nor done pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners or joint ventures between Owner and Contractor, or (2) except as provided in Paragraph 6.3(f) above to create any relationship between Owner and any subcontractor or supplier of Contractor. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue, any license or permit to Contractor or any subcontractor.

7.3 No Collusion/ Prohibited Interests

Contractor hereby represents that the only persons, firms or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, by null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part; (2) assign any of Contractor's rights or obligations under this Contract; or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner; nor any order by Owner for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials or supplies; nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

LAKE COUNTY FOREST PRESERVE DISTRICT
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048
ATTENTION: DEBBIE MAURER, MANAGER OF RESTORATION ECOLOGY

Notices and communications to Contractor shall be addressed to, and delivered to, the following address:

NATIVE RESTORATION SERVICES, INC.
34475 NORTH CIRCLE DR.
ROUND LAKE, ILLINOIS 60073
ATTENTION: LARRY MCCOTTER

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means. By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all (1) required or applicable governmental permits, licenses, grants, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work; and (2) applicable statutes, ordinances, rules and regulations, including without limitation, the Prevailing Wage Act, 820 ILCS 130/0/01et seq. (in furtherance of which a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract, and if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of or requiring affirmative action based on race, creed, color, national origin, age, sex or other prohibited classification, including without limitation, the Americans with Disabilities Act of 1990,

42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act; and applicable federal labor laws including 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 revising, codifying and enacting without substantive changes the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c).

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Contractor's or its subcontractors' or suppliers' performance of or failure to perform the Work or any part thereof.

Nothing in this Contract shall be construed to waive or limit Owner's authority to regulate any matter falling within its regulatory authority, including the activities of Contractor, its subcontractors, or any other person, or the Work or the Work Site.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on or the incorporation into the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value for review by Owner. If Owner should disapprove the offered substitutes and should elect in lieu of a substitution to have supplied, and to retain and use any such equipment, materials, supplies, tools, appliances, devices, processes or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two (2) original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness

By: Julie Gragnani
Julie Gragnani
Title: Secretary

LAKE COUNTY FOREST PRESERVE DISTRICT

Alex Ty Kovach
Title: Executive Director

Attest/Witness

By: Larry Zeitz
Title: Vice President

NATIVE RESTORATION SERVICES, INC.

By: David G. Coulter
David G. Coulter
Title: President

LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
BID SPEC NUMBER: 18010

STATE OF ILLINOIS }
COUNTY OF } SS

CONTRACTOR'S CERTIFICATION

David G. Coulter, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this 9th day of March, 2018

Attest/Witness

By: Larry Zoletto

Title: Vice President

NATIVE RESTORATION SERVICES, INC.

By: David G. Coulter

David G. Coulter

Title: President

Subscribed and Sworn to
before me this 9th day of
March, 2018

Kathleen V DePolis
Notary Public

My Commission Expires: 07/21/2019

{SEAL}

OFFICIAL SEAL
KATHLEEN V DEPOLIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/21/19

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ATTACHMENT A
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Funded by the National Fish and Wildlife Foundation's Sustain Our Great Lakes Stewardship Program with funding from the U.S Fish and Wildlife Service, the Lake Plain Strike Team will provide Lake Plain landowners a means to effectively and efficiently control a suite of 18 priority invasive plant species across approximately 350 populations within 6000 acres of high quality coastal natural areas in Kenosha County Wisconsin and Lake County Illinois, complementing on-going habitat restoration work and expanding the reach of a regional Early Detection and Rapid Response (EDRR) strategy in northeast Illinois and southeast Wisconsin. Working on an hourly basis, the Contractor shall provide invasive plant management control for three years with the majority of the work occurring during the growing season.

The Contractor is expected to have the ability and capacity to provide a team of three to five people three to five days a week during the growing season to complete invasive plant management actions and periodically during the winter if clearing woody brush is conducted. The amount of time and required crew size shall be determined by the Owner.

The coastal natural areas located between the City of Kenosha, Wisconsin and Waukegan, Illinois support the best remaining and most diverse ecosystems along the southwestern shore of Lake Michigan. Partners included in this project include the Owner (Lake County Forest Preserve District, Spring Bluff), Wisconsin Department of Natural Resources (Kenosha Dunes and Chiwaukee Prairie State Natural Area), The Nature Conservancy (Wisconsin Chapter), University of Wisconsin Parkside (Chiwaukee Prairie State Natural Area), Chiwaukee Prairie Preservation Fund, Inc (Chiwaukee Prairie State Natural Area), the Village of Pleasant Prairie (Chiwaukee Prairie State Natural Area and other lands), Village of Winthrop Harbor (Novotny and Fossland Park), Illinois Department of Natural Resources (Illinois Beach State Park and Nature Preserve), Zion Park District (Hosha Prairie, Illinois Natural Areas Inventory Site), Zion Solutions and Exelon (lands associated with the decommissioned nuclear power plant), Waukegan Park District (Glen Flora Ravine), The Owner shall lead the coordination of Lake Plain Strike Team work. Both the Owner and the Partners shall work directly with the contractor awarded this project to schedule, communicate and implement the day to day Work of this project. The Owner shall be the Project Manager and provide general oversight of the contract, administer payment applications, share herbicide application and GIS records.

The overall goal of this project is the protection and enhancement of existing high quality resources, including maintenance of native plant community composition and habitat structure in coastal wetlands, associated uplands and beaches to provide suitable habitat for rare plant and wildlife species, as well as habitat for more common native species that contribute to the significant biological diversity of the coastal area. Focusing on a suite of invasive species that regional experts and local land managers agree are either of early detection status or are high priority for containment allows partners to focus limited funds in a coordinated approach, utilizing consistent, proven control methods and best management practices with an objective of controlling approximately 350 target invasive plant populations. Many of these populations are located near or within populations of rare plants species, many state-listed in Illinois and or Wisconsin

The Contractor shall provide herbicides, water for mixing, surfactants, water conditioners, dye and all labor and equipment, including vehicles, sprayers, wick applicators, and time for travel and mixing of herbicide (off-site), etc., based on an hourly rate, to complete the projects. Water is not available at Work Sites.

2. Work Site:

The Work shall be performed at the following Work Sites of the OWNER and PARTNERS:

- Chiwaukee Prairie State Natural Area, Pleasant Prairie, Wisconsin
- Kenosha Dunes, Pleasant Prairie, Wisconsin
- Village of Pleasant Prairie Park Lands; Pleasant Prairie, Wisconsin
- Spring Bluff Forest Preserve, Winthrop Harbor, Illinois
- Novotny / Fossland Park, Winthrop Harbor, Illinois
- Illinois Beach State Park North Unit, Winthrop Harbor, Illinois
- Zion Nuclear Power Plant, Zion, Illinois
- Illinois Beach State Park South Unit, Zion and Beach Park, Illinois
- Bowen Park, Glen Flora Ravine, Waukegan Illinois

3. Permits, Licenses, Approvals, and Authorizations:

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

Illinois Nature Preserves Permit, Illinois EPA Open Burn Permit, NPDES

4. Commencement Date:

April 1, 2018

As a Required Submittal pursuant to Section 1.3 of this Contract, within ten (10) days after the Closing, Contractor shall submit to Owner a detailed schedule of the Work (the "Work Schedule") that (1) states the time of beginning and completion of every major component of the Work; (2) logically and realistically relates the performance of each major component of the Work to each other major component of the Work and to the whole of the Work in a manner that demonstrates that Contractor has allowed sufficient time to complete each major component without interfering or delaying any other major component; and (3) does not conflict with the Contract. If Owner rejects a submitted Work Schedule because it does not comply with this Contract, Owner shall notify Contractor in writing, specifying the reasons for non-compliance. Within two (2) business days thereafter, Contractor shall submit a revised Work Schedule to Owner. If a Work Schedule is acceptable to Owner, Owner shall notify Contractor in writing. The parties shall amend the Work Schedule as necessary to be consistent with any Change Order related to the Contract Time.

5. Completion Date:

November 30, 2020, plus extensions, if any, authorized by a Change Order issued pursuant to Article II of the Contract.

6. Insurance Coverages

All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall include the District named as additional insured.

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory

(2) Employer's Liability:

a. $1,000,000 - injury per occurrence

b. $ 500,000 - disease per employee

c. $ 500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

(1) Bodily Injury:

a. $ 500,000 - per person

b. $1,000,000 - per occurrence

(2) Property Damage:

a. $ 500,000 - per occurrence

b. $ 1,000,000 - aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

(1) General Aggregate: $2,000,000

(2) Bodily Injury:

a. $ 2,000,000 - per person

b. $ 2,000,000 - per occurrence

(3) Property Damage:

a. $ 2,000,000 - per occurrence

b. $ 2,000,000 - aggregate

(4) Other Coverages:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad tracks.

All employees shall be included as insured's.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Deductible. Each policy shall have a deductible or self-insured retention less than $10,000.00.

F. Owner and Partners as Additional Insured. Owner Partners shall be named as an Additional Insured on the following policies:

- Comprehensive Motor Vehicle Liability
- Comprehensive General Liability

The Additional Insured endorsement shall identify Owner and Partners, respectively as follows:

Lake County Forest Preserve District (Owner)
Wisconsin Department of Natural Resources
Illinois Department of Natural Resources
Village of Pleasant Prairie
Village of Winthrop Harbor
Chiwaukee Prairie Preservation Fund, Inc.
University of Wisconsin Board of Regents; UW-Parkside
Zion Park District
Zion Solutions Inc.
Exelon Corporation
Johns-Manville Corporation
Waukegan Park District

G. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.

H. Evidence of Insurance. Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

I. Use of Contractors/Sub-Contractors. . Any contractor hired by or performing work on behalf of The Contractor shall be required to meet the specified insurance requirements contained within this document including naming the Owner as Additionally Insured prior to the start of any work.

7. Contract Price SCHEDULE OF PRICES

A. Unit Price Contract

For providing, performing, and completing all Work, the total Contract Price, which is the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items (including Base Bid Items and Alternate Bid Items) listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item. Bidder acknowledges that the total Contract Price will depend on the number of Base Bid Items and Alternate Bid Items accepted by Owner and the Unit Prices accepted by Owner:

(COMPLETE TABLE AS INDICATED)

NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INVASIVE PLANT MANAGEMENT	HOUR	5571.96	$36.82	$205,159.57

TOTAL BID PRICE

Two Hundred Five Thousand One Hundred Fifty Nine DOLLARS AND Fifty Seven CENTS
(in writing)

$ 205,159. DOLLARS AND 57 CENTS
(in figures)

8. Progress Payments

A. General. Owner shall pay to Contractor ninety percent (90%) of the Value of Work determined the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate, of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed ninety percent (90%) of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge

Five Hundred Dollars ($ 500.00)

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ATTACHMENT B
SPECIFICATIONS

1. PROJECT DESCRIPTION

Funded by the National Fish and Wildlife Foundation's Sustain Our Great Lakes Stewardship Program with funding from the U.S Fish and Wildlife Service, the Lake Plain Strike Team will provide Lake Plain landowners a means to effectively and efficiently control a suite of 18 priority invasive plant species across approximately 350 populations within 6000 acres of high quality coastal natural areas in Kenosha County Wisconsin and Lake County Illinois, complementing on-going habitat restoration work and expanding the reach of a regional Early Detection and Rapid Response (EDRR) strategy in northeast Illinois and southeast Wisconsin. Working on an hourly basis, the Contractor shall provide invasive plant management control for three years with the majority of the work occurring during the growing season.

The Contractor is expected to have the ability and capacity to provide a team of three to five people three to five days a week during the growing season to complete invasive plant management actions and periodically during the winter if clearing woody brush is conducted. The amount of time and required crew size shall be determined by the Owner.

The coastal natural areas located between the City of Kenosha, Wisconsin and Waukegan, Illinois support the best remaining and most diverse ecosystems along the southwestern shore of Lake Michigan. Partners included in this project include the Owner (Lake County Forest Preserve District, Spring Bluff), Wisconsin Department of Natural Resources (Kenosha Dunes and Chiwaukee Prairie State Natural Area), The Nature Conservancy (Wisconsin Chapter), University of Wisconsin Parkside (Chiwaukee Prairie State Natural Area), Chiwaukee Prairie Preservation Fund, Inc (Chiwaukee Prairie State Natural Area), the Village of Pleasant Prairie (Chiwaukee Prairie State Natural Area and other lands), Village of Winthrop Harbor (Novotny and Fossland Park), Illinois Department of Natural Resources (Illinois Beach State Park and Nature Preserve), Zion Park District (Hosha Prairie, Illinois Natural Areas Inventory Site), Zion Solutions and Exelon (lands associated with the decommissioned nuclear power plant), and Waukegan Park District (Glen Flora Ravine). This network of unique natural areas supports eighteen different habitat types, including globally significant pannes, fens, sedge meadows, wet prairies, ravine seeps and Lake Michigan tributaries, as well as pebble beaches, sand dunes, savannas and woodlands, creating habitat for over 930 native plant species and at least 63 state threatened (ST) or endangered (SE) plant and animal species. Through the Lake Plain Memorandum of Understanding, management agreements between landowners, and intergovernmental agreements, the Owner and Partners cooperating on this grant have a mutual understanding that it is in the best interest of each party to control and manage invasive plants across property boundaries. The Owner shall lead the coordination of Lake Plain Strike Team work. Both the Owner and the Partners shall work directly with the contractor awarded this project to schedule, communicate and implement the day-to-day Work of this project. The Owner shall be the Project Manager and provide general oversight of the contract, administer payment applications, share herbicide application and GIS records.

Second to prevention, EDRR is the most effective strategy in stopping new invasive species from gaining a foothold and widespread species from regaining a foothold or establishing new populations. The desired ecological condition of this coastal area is a biologically diverse system with viable and sustainable native species populations that is not negatively impacted by invasive plants. The overall goal of this project is the protection and enhancement of existing high quality resources, including maintenance of native plant community composition and habitat structure in coastal wetlands, associated uplands and beaches to provide suitable habitat for rare plant and wildlife species, as well as habitat for more common native species that contribute to the significant biological diversity of the coastal area. Focusing on a suite of invasive species that

regional experts and local land managers agree are either of early detection status or are high priority for containment allows partners to focus limited funds in a coordinated approach, utilizing consistent, proven control methods and best management practices with an objective of controlling approximately 350 target invasive plant populations. Specifically the project will achieve: 1) the containment or eradication of early detection invasive plant species within the highest quality coastal communities, including: lyme grass (*leymus arenarius)*, Japanese knotweed (*Polygonum cuspidatum*), spotted knapweed (*Centaurea maculosa*), winged burning bush (*Euonymous alatus*), barberry (*Berberis thunbergii*), oriental bittersweet (*Celastrus orbuiculatus*), goutweed (*Aegopodium podagraria*), black swallow-wort (*Vincetoxicum nigrum*), and lesser celandine (*Ranunculus ficaria*); and 2) containment or eradication of isolated small populations of widespread invasive plant species, including: common reed (*Phragmites australis*), Cattail (*Typha angustifilia* and *Typha* x. *glauca*), cemetery spurge (*Euphorbia cyperinus*), dames rocket (*Hesperis matronalis*), sweet clovers (*Melilotus* sp.), crown vetch (*Coronilla varia*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), and common teasel (*Dipsacus laciniatus)*.

This project will consist of a minimum of 2 growing seasons of treatment and no more than 3 growing seasons.

The project goals area to contain or eradicate at approximately 350 populations of early detection invasive plant species. Many of these populations are located near or within populations of rare plants species, many state-listed in Illinois and or Wisconsin. Implementation of a landscape-scale effort to detect and eradicate early-detection invasive species will significantly reduce the future negative ecological impacts and costs of managing these invasive species if they are allowed to expand. Additionally, OWNER and PARTNERS seek to control small isolated populations of widespread species to prevent invasion into new areas.

Work Sites include State of Illinois Nature Preserves, Wisconsin State Natural Areas and other high quality natural areas.

The Contractor shall provide herbicides, water for mixing, surfactants, water conditioners, dye and all labor and equipment, including vehicles, sprayers, wick applicators, and time for travel and mixing of herbicide (off-site), etc., based on an hourly rate, to complete the projects. Water is not available at Work Sites.

No work will be conducted on rain-days or days when rain is likely to occur (See Treatment Protocol below).

2. HOURLY INVASIVE PLANT STRIKE TEAM SPECIFICATIONS:

A. Invasive Plant Management Goal

The goal is 97% - 100% kill of each population of all target species at each project site and prevention of seeding of all target species populations.

B. Treatment Methods

Treatment methods used by the Contractor shall vary depending on the target species, quality of the community, and specificity required. In general, the following methods shall be used:

1) **CHEMICAL CONTROL** – The majority of the work included in this project shall consist of chemical application to control selected target species. All herbicides shall be applied according to the manufactures label specifications. All herbicides shall be applied with a non-ionic surfactant, water conditioner (if specified on label), and a pH Balancer (if specified on the label).

a) *Wick Application* – The use of highly selective absorbent material that provides complete coverage of herbicide mix on leaves, stems, and or cut stumps (Hand wicking with an absorbent glove, wick bars for swiping larger areas). Wick applications generally require a higher percent concentration of chemical application compared to other application methods. A wick application shall be used on target species, such as Cattails, Common Reed, cut woody stumps and small stems. The Contractor shall also use the wick application method in areas of high quality vegetation or in areas where desirable natives are intermixed with target species, as designated by the Owner.

b) *Cut Stump Treatment* - This herbicide application shall take place on the same day the woody species to be treated are cut, weather conditions permitting. This shall be accomplished by utilizing wick or sponge-type applicators only. No herbicide applications shall be made with broadcast spray equipment.

c) *Small Woody Stems* - Small stems (i.e., 1-2 cm diameter at base) shall be wick or sponge treated with a basal bark application from the ground surface up at least 6 inches from the root collar.

d) *Backpack Spray Application* – The use of a portable backpack and spray wand / nozzle that can be used to selectively spot spray or broadcast spray target species. Spray application generally use a lower percent concentration of chemical application compared to a wick application. The Contractor may use a backpack spray application in highly disturbed, low quality areas as determined by the Owner. The Contractor shall not use a spray application to treat cut stumps.

2) **CULTURAL CONTROL**

a) *Hand Clearing Woody Species* - Hand cutting methods that may be used by the contractor include the following: chain saws, brush clearing saws, handsaws and loppers. All stems in upland areas shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in submerged or aquatic zones shall be cut level at a height of 4 inches above the water or ice surface. All stems shall be cut horizontally flat. Brush shall be piled by the Contractor in locations designated by the Owner. The Contractor shall not be responsible for burning or removal of the brush piles.

b) *Hand Pulling* – Hand pulling shall be used by the Contractor to remove target species as determined by the Owner. Any hand pulled material shall be bagged and removed from the site.

c) *Seed Collection* - Bag and remove seeds before they ripen and fall. Remove from the site and dispose of properly

C. Target Species

Target species include, but are not limited to:

- lyme grass (*leymus arenarius)*
- Japanese knotweed (*Polygonum cuspidatum*)
- spotted knapweed (*Centaurea maculosa*)
- winged burning bush (*Euonymous alatus*)
- barberry (*Berberis thunbergii*)
- oriental bittersweet (*Celastrus orbuiculatus*)
- goutweed (*Aegopodium podagraria*)
- black swallow-wort (*Vincetoxicum nigrum*)
- lesser celandine (*Ranunculus ficaria*);
- common reed (*Phragmites australis*)
- Cattail (*Typha angustifilia* and *Typha* x. *glauca*)
- cemetery spurge (*Euphorbia cyperinus*)
- dames rocket (*Hesperis matronalis*)
- sweet clovers (*Melilotus* sp.)
- crown vetch (*Coronilla varia*)
- purple loosestrife (*Lythrum salicaria*)
- reed canary grass (*Phalaris arundinacea*)
- common teasel (*Dipsacus laciniatus)*

D. Herbicide Mixes and Timing of Treatment

The Owner and Partner Landowners will work with the Contractor to determine the best chemical treatment application, including specific herbicide mix and timing of treatment for each target species.

The Contractor can expect to make numerous site visits to the Lake Plain throughout the growing season.

E. Herbicides

Herbicides (Trade Names) that may be used by the Contractor to complete herbicide treatments include, but are not limited to:

- Transline
- AquaMaster/Aquaneat
- Round-up
- Journey
- Escort
- Garlon 3A
- Garlon 4
- Habitat
- Milestone

An aquatic-approved Glyphosate herbicide (e.g., Aquamaster) or Habitat shall be used to treat all populations growing in or near standing water.

Owner Project Manager shall approve herbicide type, timing of application and application method for each target species at the project site. The Owner shall require that the Contractor use a dye in the herbicide mix to help the Contractor and Project Manager assess where herbicide has been applied.

F. Treatment Protocol

The Contractor shall be responsible for positively identifying all target species before they are cut or herbicided. Failure to do so may incur unnecessary damage done to the Owner or Partners, and shall be repaired or replanted at the Contractors expense. Any replacement materials are subject to Owner's and Partner's approval.

WEATHER CONDITIONS

The Contractor shall adhere to the following protocol when determining whether conditions are appropriate for chemical application:

1. Wind speeds within the label specifications at the project site.
2. Daytime temperature is below label recommendations (critical for herbicides that volatilize)
3. If the chance of precipitation is 40% or greater, the contractor shall call the Owner's Project Manager 24 hours in advance of the predicted weather to discuss work for the day in question.
4. The Contractor shall not apply herbicide if the likelihood of precipitation is greater than 50% within the next 12 hours, unless otherwise directed by the Owner.
5. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the Owner's Project Manager.

The field crew shall not be reimbursed by the Owner on rain days (i.e., on days when the crew is not completing invasive plant control work for the Owner or Partners).

Application shall be done by State of Illinois *and* State of Wisconsin Licensed Pesticide Operator or Applicator only. Current licenses of all operators and applicators shall be provided to the Owner with photo ID prior to commencement of work.

Herbicide shall not be mixed at the project site.

Mix only the amount of solution to be used in 1-3 days (reduced activity may result with use of leftover solution).

G. Mapping Populations

Contractor shall provide staff that have skills and experience in the use of GIS ArcMap applications in the field. The Contractor shall use a GIS point file (shapefile, layer, or geodatabase) provided by the Owner to navigate to population areas. As new populations are identified, the Contractor shall provide staff who have the skills and knowledge needed to add new populations to the master file. Work completed in a given year shall be recorded in a separate GIS polygon file showing the area worked. The unique population ID's given to point (population) in the master population file shall be used in the annual work file to reference which population was treated. All GIS files will have an attribute table with multiple fields that shall be filled out completely by the Contractor for each population and work area visited.

The Owner can provide the Contractor access to an online ArcMap program that can be used and updated on a smart phone in the field. The Contractor must provide its own smart phones or tablets with a hotspot WIFI connection. If the contractor does not elect to use this system, the contractor shall be required to use a system that provides GIS data as specified above (KMZ files, excel files, etc. are unacceptable for tracking spatial data). Population extent of target species shall be the gross area invaded (a ring around the entire population, not individual clumps) prior to annual control efforts. Only one polygon shall be created for each population in the beginning of each growing season at the time of first treatment. Within the file, the Contractor shall indicate if populations were revisited in the same growing season.

H. Performance

The Owner's and Partner's goal is to achieve 97% kill of all target species at all project sites each year and 100% prevention of seed set of each target species.

Work shall be completed in a diligent, efficient, and timely manner. The Owner and Partners will conduct un-announced site inspections to assess the efficiency of the field crew. If at any time, the Owner or Partners observes work that is unacceptable, whether in application or in efficiency, the Contractor shall be required to replace the field staff in question with another qualified staff member.

The Owner has carefully estimated the time it has taken contractors in the past to complete similar invasive plant control work to attain 97% kill at each project site. If the contractor does not attain 97% kill of a target species in the time estimated by the Owner, the Contractor shall be responsible for supplying additional labor, materials and equipment to attain the goal, at no additional cost to the Owner. If the Contractor believes that the estimated time allotted for a project is insufficient, the Owner shall consider an adjustment to the hours dedicated to that particular project, while remaining within the total contract budget.

I. Project Schedule

The contract schedule will vary depending on the target species and optimal time for treatment, the Contractor's crew size, rain days, etc. In general, the schedule for control projects will be guided by best management practices and appropriate timing to reduce impact to non-target species. Prior to the contract start date, the contractor shall have a meeting with the Owner's Project Manager and Partners to determine an appropriate schedule crew size.

The contractor may work longer days (longer than 8 hours) if desired to take advantage of good weather conditions with prior approval by the Owner. Saturday work hours may be approved by Owner and Partners.

Dates and target species populations may be changed at the Owner's discretion based on budget and prioritization.

Commencement date (April 1, 2018) shall be strictly adhered to unless Project Manager informs Contractor of delays due to unfavorable conditions.

Projects may be changed or substituted based on site conditions, density of new invasive plants growth, etc., at the Owners and Partners discretion.

J. Materials Storage and Handling

All equipment and materials shall be stored in the designated staging area and shall not be left overnight at any project area. Herbicide shall not be mixed at the project sites.

3. WOODY INVASIVE PLANT CLEARING

A. Project Preparation

The Contractor may be asked to complete small areas of woody invasive plant clearing. Specific location shall be determined by the Owner and Partners. The following specifications shall be followed during clearing operations.

B. Cutting Methods for Invasive Woody Material

All cutting of material shall be completed with chain saws, brush clearing saws or handsaws. All stems slated for brush removal or felling in upland areas shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in submerged or aquatic zones shall be cut level at a height of 4 inches above the water or ice surface. All stems shall be cut horizontally flat.

C. Scope of Clearing Operations

The Contractor shall be responsible for positively identifying all woody species before they are cut, removed and herbicided. Failure to do so will incur unnecessary damage done to the Owner or Partners, and shall be repaired or replanted at the Contractors expense. Any unauthorized removals of woody species shall be replaced at a ratio of 2 inches diameter at breast height (dbh) for each 1 inch dbh cut, and all replacement plantings shall be guaranteed for 1 year from the date of replacement. If a replacement planting dies within the first year of growth, the Contractor shall replace the planting and guarantee it for 1 year from the date of replacement

All stems greater than 3 feet tall shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in standing water and or ice shall be cut level at a height of 4 inches above the water or ice surface.

Goal is 100% kill of all Target Species

Target Species may include, *but are not limited to*:

- Buckthorn — *Rhamnus cathartica & R. frangula*
- Honeysuckle — *Lonicera mackii & L. tatarica*
- Multi-flora Rose — *Rosa multiflora*
- Oriental Bittersweet — *Celastrus orbiculatus*
- Japanese Barberry — *Berberis thunbergii*
- Black Locust — *Robinia pseudoacacia*

The Contractor shall continue to treat all resprouts and small stems at no additional cost to the Owner until the goals of the project have been met. Additional treatment timing will be at the discretion of the Owner.

D. General Herbicide Application

All herbicides shall be applied according to the manufactures label specifications. All herbicides shall be applied with a non-ionic surfactant. Extreme caution shall be used to prevent over-application of herbicides and non-target kill in the Work Site. Aquatic approved herbicides shall be used where applicable according to label specifications.

Before proceeding, contractor shall provide the Owner and Partner landowner with a list of herbicides, surfactants, water conditioners, dyes, pH balancers, and other chemicals and adjuvants to be used for implementation of this project.

The Contractor shall not apply herbicide if precipitation is expected within the window of time that the herbicide mix is considered rain-fast (consult herbicide and surfactant labels and recommendations) or if heavy precipitation has resulted in an extremely wet soil surface (i.e. snow, standing water or puddles on the soil surface). Application shall be postponed until the next period of time when conditions are appropriate for herbicide application. If snow amounts cover the cut stump no herbicide application shall occur unless the snow is removed down to the ground surface.

If weather conditions are questionable, the decision to proceed shall be left to the discretion of the Owner.

Herbicides shall be applied by a State of Illinois (when working in Illinois) or State of Wisconsin (when working in Wisconsin) licensed applicator or licensed operator working under a licensed applicator. The Owner requires that all applicators and operators working for the Contractor shall have on file with the Owner, a copy of their herbicide licenses. The Contractor shall have on site at all times the appropriate materials safety data sheets (MSDS) for all substances utilized in the fulfillment of this Contract. No herbicides shall be mixed or loaded on the Project Area. A supply of chemical absorbent shall be maintained at the Project Area. Any chemical spills shall be cleaned up and reported to the Owner Representative immediately.

For all target species, herbicides shall be applied with a wick applicator directly to the freshly cut surface and down to the root collar, or to growing leaves for foliar application, as per label specifications.

No herbicide applications shall be made with a spray nozzle or broadcast spray equipment.

E. Initial Cut Stump

For cut stumps of all species excluding Honeysuckles (*Lonicera spp.*) contractor shall use a 25% solution of Triclopyr herbicide (e.g., Garlon 4) in basal oil, as per label specification. Diesel fuel, fuel oils, and kerosene may not be used as carriers for cut stump herbicide treatments. Herbicide shall be applied to the cambium adjacent to the outer bark on freshly cut stumps – stumps shall be treated IMMEDIATELY (within 30 minutes) after cutting. The herbicide application used on cut stumps shall be a **wick or sponge application**.

For cut stumps of Honeysuckles (*Lonicera spp.*) contractor shall use a 50% to 100% solution of a Glyphosate active ingredient herbicide i.e. Round-Up, Ranger Pro, Aquamaster etc. Herbicide shall be applied to the cambium adjacent to the outer bark on freshly cut stumps – stumps shall be treated IMMEDIATELY (within 30 minutes) after cutting. The herbicide application used on cut stumps shall be a **wick or sponge application**.

F. Growing Season Herbicide Application

There shall be a follow-up application of herbicide to any resprouts/regrowth of the target woody species during the summer of the same year after the initial cutting and stump herbicide application. For all follow-up treatments, herbicide shall be applied to growing leaves utilizing a wick applicator. Caution must be taken to avoid over-application and runoff.

The herbicide application used on re-sprouts of all species shall be a **foliar wick application** of 25-30% solution of Triclopyr, Garlon 3A, in water, as per label specifications.

For all follow-up treatments herbicide shall be applied to growing leaves, stems, and base of resprouts utilizing a wick applicator. Caution must be taken to avoid over-application and runoff.

The Contractor shall initiate follow-up foliar application when resprout growth has reached a height of 3-6 inches and enough leaf tissue is present to apply herbicide. The Project Manager cannot emphasize enough the importance of treating resprouts when they are in the 3-6 inch range. Herbicide applications made after this state become more difficult, utilize more herbicide, and are much more likely to impact non-target species. All resprouts shall be treated with herbicide to achieve 100% kill at no additional cost to the owner.

The Contractor shall initiate small stem foliar application when plant growth has resulted in enough leaf tissue to effectively apply the herbicide.

G. Brush Disposal

All cuttings of woody species within the work site shall be disposed of via burning or chipping as needed. Some material can be left to lie on the ground. If using brush pile burning, the following specification shall be used.

BRUSHPILE BURNING

Construction of brush piles will be contained within clearing area boundaries. Brush piles will be of significant size and density to accomplish ignition and consumption of brush through prescribed burning. Brush piles can be ignited under favorable conditions and at the discretion of the Owner. The Contractor will monitor the burn piles to ensure that smoke hazards do not occur; that no loss of property or ecological habitat occurs; and that the safety and well-being of the public and preserve users is protected at all times.

Brush Pile Locations – The Owner in communication with the Partner landowner will designate the location of brush piles. Brush piles will be constructed in areas where low ground fuel levels exist, soil is bare or there is sparse leaf litter. Brush piles will be away from any permanent trail, recreation feature, and significant cultural or ecological feature. In areas where brush piles are allowed, piles must be placed a minimum of fifty feet (50') from adjacent roadways and trails. Brush piles will be constructed at least 20' from the base of any standing tree(s), under openings of the woodland canopy and at least 30' away from any standing dead trees or snags.

Brush Pile Construction - Brush piles will be constructed by cutting the woody debris into lengths of less than 10'. Piles should be no more than 10' high. Brush will be stacked in a parallel manner so that they compress as the pile is built. A 12" layer of smaller diameter (less than 2.5" diameter) brush will form the base of the pile, with larger denser material higher up in the pile. Large branches and heavy brush must be placed higher in the pile in order to create compression of the brush material, and proper combustion conditions.

Equipment - The Contractor will have on site at all times appropriate personnel protective equipment, fire control equipment, water tanks, back pack pumpers, and hand tools to manage the brush piles during ignition, burning, and clean up.

Ignition and Burning - Brush piles may be ignited when prevailing winds are between 5 and 25 mph., and Relative Humidity is 35% or greater, and air temperatures is below 50°F. Ignition and burning may commence only upon the approval of the Owner, Partner landowner, and local fire department. Ignition and burning may occur under conditions other than those described above at the discretion of the Owner.

Monitoring of Burn Piles - The contractor will monitor the burn piles to ensure that smoke hazards do not occur; that no loss of property, or ecological habitat occurs; and that the safety and well-being of the public and preserve users is protected at all times. Material which has been burned should be raked inward as the burn pile decreases in size. Adequate equipment, water and other firefighting tools must be on site at all times. All burn piles will be monitored by the Contractor until the brush fuel is consumed and the remaining ashes are cool to the touch. Ash piles generated from the consumption of brush will be raked out evenly with the surrounding terrain. Extinguishing of burn piles is the responsibility of the Contractor should smoke, or other cultural or ecological factors prevail.

Ground Conditions – During lack of snow cover, any leaf or ground litter will be raked back away from the brush pile for a radius of 15' from the perimeter of the brush pile.

Communication – The Contractor must have available on site a means for direct communication to Owner, Partner landowner, and local Fire Departments such as a cellular phone.

Notifications – Notifications by telephone will be made on a daily basis when burning brush piles to the required agencies before ignition. The Owner will supply appropriate contact agencies and phone numbers.

Permit Requirements – The Owner is responsible for securing an Illinois Environmental Protection Agency Open Burning Permit for the burning of brush piles. All other permits related to burning are the responsibility of the Contractor.

Authority of Local Fire Departments - The authority of the local fire departments supersedes that of the Project Representative in regards to ignition and burning of brush piles.

4. ACCESS

The Owner with guidance from Partners shall designate all access points prior to the Contractor performing any work. Access points shall be off of roadways and trail heads to minimize potential damage to desirable vegetation. Maps showing access shall be provided to the successful bidder by the Owner upon award of bid.

All areas damaged (pitted, rutting, erosion) during the work shall be repaired and reseeded by the Contractor with a native seed mixture determined by the Owner and Partners at no additional cost to the Owner.

5. NOTIFICATION

The Owner (847.276-6943) shall be notified at least 24 hours before the start of any work. Partners shall be notified a week prior to work being conducted on their lands. Additionally, a Project Notification Form shall be filled out by the Owner, Partners and distributed to the Contractor, the Director of Forest Preserve Operations, and Ranger Operations. The Contractor shall keep a copy of this form with them at all times while on site, including a visible copy placed in all vehicles.

6. PERSONNEL AND PUBLIC SAFETY

It shall be the responsibility of the Contractor to adhere to all applicable Owner and OSHA safety regulations and guidelines, as well as Federal Construction Safety and Health Standards while carrying out activities related to this project.

Labels and MSDS

Herbicide applicators shall have on the work site the appropriate herbicide labels and Material Safety Data Sheets (MSDS) for the chemicals being applied. All herbicide applications shall follow appropriate label instructions.

Notification of Event

The Contractor is responsible for immediate resolution of any damages and other incidents resulting from the use of herbicides or other chemicals. These incidents include but are not limited to spills, smoke, fumes and vapors. The contractor will bear all cost for the resolution of these incidents.

In the event of the following occurrences: pesticide spillage, fuel spillage, any personal injury or death related to the project, or damage to Owner facilities or Partner facilities; the Contractor shall notify the Owner's Project Manager at 847.276.6943; and the Owner Risk Manager, Laurel Diver at 847.968.3242, immediately. In the event of such occurrences, the Owner shall file the appropriate incident reports with the assistance of the Contractor within the required filing period.

Appropriate caution shall be taken when work is performed near trails, utilities, and roads. This shall include the posting of sentinels if there is the possibility of debris or brush from project activities landing in the trail or road area.

The Contractor shall ensure that the following safety equipment is available at the project site at all times for personnel involved in this project:

- First Aid Kit
- Portable emergency eye wash station
- Chemical spill kit

Procedures for Herbicide Spill Containment

An emergency spill kit, with directions for use, will be present when herbicides are being mixed, transported, and applied. Employees will be trained in the use of the spill kit prior to initiation of operations.

The spill kit will contain the following equipment:

- Shovel
- Broom
- Ten pounds of absorbent material
- Box of large plastic bags
- Nitrile gloves

7. SIGNAGE AND PUBLIC NOTIFICATION OF HERBICIDE TREATMENT

The Contractor shall post herbicide application signs immediately after herbicide application in treated areas, and any areas designated by the Owner's Project Manager or Partners. Signs shall remain posted for duration of not less than twenty-four (24) hours and not more than forty-eight (48) hours after the time of herbicide application. The Contractor is responsible for movement and placement of signage in the appropriate location(s) as the project proceeds.

8. FIELD INSPECTION AND MONITORING

The Project Manager shall conduct periodic inspections of the treated populations in order to verify that the target species is being effectively removed, herbicide solutions are properly applied, and native species and sensitive areas are protected. The Project Manager shall inspect all herbicide treatments within two-four (2-4) weeks after the completion of initial and follow-up herbicide application by the Contractor.

9. RECORD KEEPING AND COMMUNICATION OF PROJECT STATUS

The Contractor shall fill out the Owner's Herbicide Application report for each day herbicide application is made within a project area to document herbicide used, time, and conditions. Records of herbicide application shall be provided to the Owner by the Contractor on a weekly basis via an excel spread sheet (the Owner shall format and provide a blank copy of the spread sheet to the Contractor).

One week prior to the completion date of the project, the contractor shall provide the Owner with a written report that summarizes the two – three year project. The final report shall include a narrative describing control methods used, amount of each chemical used, acreage of target species controlled in total and by species annually, total number of master populations treated in total and by species annually, the number of new populations found and treated. Work shall be described in terms of EDRR species and isolated populations of widespread species. The report shall also include observations on percent control achieved, problems encountered, anticipated future control work needed.

10. QUALITY

Provide, perform, and complete all of the foregoing in a proper and workmanlike manner consistent with highest standards of professional and construction practices in full compliance with and as required by or pursuant to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first-quality equipment, materials, and supplies. Any derivation from this shall cause the Owner to require restoration to areas damaged by not adhering to these standards.

11. AUTHORITY OF THE OWNER'S PROJECT MANAGER

All work shall be inspected by the Owner's Project Manager or a representative of the Owner and performed to the satisfaction of the Owner's Project Manager and or Representative. He / She shall decide all questions that arise as to the quality and acceptability of work performed, rate of progress of the work, interpretation of the plans and specifications, and acceptable fulfillment of the contract. The Owner's Project Manager or Representative shall designate where selective application of herbicide is to be done by wick or backpack sprayers based on site conditions and floristic and wildlife variables.

12. EVALUATION OF HERBICIDING RESULTS

The Owner's Project Manager or a designee shall perform the evaluation of the success and fulfillment of the herbiciding results and contract/specifications after each population is treated (includes initial treatment and any scheduled follow-up). Field inspections shall occur 2-4 weeks following an herbicide treatment application, depending on herbicide applied. Percent kill shall be determined by visual estimate by the Project Manager or Owner representative.

If during inspection there is found to be excessive impact to desirable native target species or damage to Owner property as a result of the Contractor's work, the Contractor shall be required to implement an Owner-approved restoration plan at the Contractor's expense.

13. COMMUNICATION

The Contractor shall notify the Owner's Project Manager with 24 hours advance notice of when the field crew plans to move to a new project. The Contractor shall provide the Project Manager with weekly updates via telephone or email of crew status, project status, herbicide needs, etc. If the Contractor assigns a new Crew Chief to the project, the Contractor shall notify the Owner's Project Manager 24 hour in advance of the change. and provide proof of experience and receive approval from the Owner prior to assigning the new Crew Chief to the project.

Herbicide application records shall be provided weekly by the Contractor on Friday afternoons to the Owner's Project Manager.

14. PROJECT SCHEDULE AND TIME OF PAYMENT

The contractor may submit for application of payment monthly for hours worked that have resulted in 97% kill or more of target species within a designated project area **and** only after the Owner has verified successful control of the target species through field inspection. The Contractor shall not submit a payment application unless he or she has confirmation from the Owner of successful control of the target species by project.

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Payments shall be made monthly starting April 30, 2018. A 15% retainage shall be withheld from each payment application for hourly work until the successful completion of the entire hourly work project as determined by the Owner. Payment shall only be made for work that has resulted in the successful kill of target species, i.e., 97% kill of target species within designated project areas.

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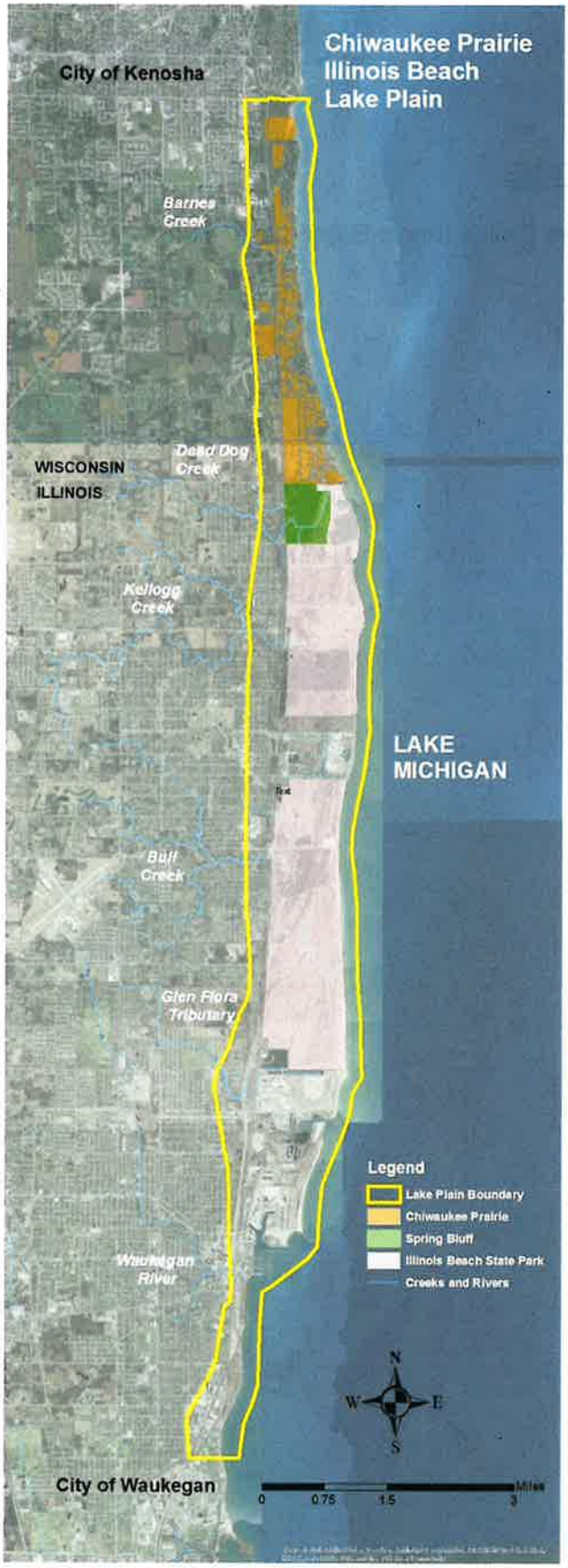
ATTACHMENT C
LIST OF DRAWINGS

SHEET NO.	SHEET TITLE	DATE LAST REVISED
1	Chiwaukee Prairie Illinois Beach Lake Plain	10/9/17

LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
BID SPEC NUMBER: 18010



ATTACHMENT D
SPECIAL PROJECT REQUIREMENTS

1. Construction Limits

Contractor shall work within the construction limits indicated in the drawings listed in Attachment C (the "Drawings") and marked in the field by Owner. The approximate location of Contractor's access to the Work Site is shown on such drawings or if not shown will be determined in the field by Owner and Contractor. Owner reserves the right to alter the construction limits to avoid damage to environmentally sensitive areas. Contractor may maintain uncovered storage and construction parking only in those areas designated by Owner.

2. Other Contracts

Owner may have separate contracts in force at the same time and in the same area of the Work Site. Contractor shall schedule the Work and cooperate with others at the Work Site pursuant to Section 1.13 of the Contract.

3. Utilities

Owner is not required to provide any utility services. Contractor shall provide, and pay all costs for, necessary temporary electrical, heat, sanitary sewer, and water hook-ups.

4. Layout of Work

Owner will establish in the field two (2) surveying benchmarks for layout of Work, as shown on the Drawings. Contractor shall clearly lay out all areas of Work to be performed for approval by Owner prior to start of such Work. Contractor shall perform all other survey work necessary to complete the Work at no extra cost to Owner.

5. Site Access

All site access shall be limited to the designated site access point as shown on the drawings or if not shown on the drawings as determined in the field by Owner and Contractor. Contractor shall maintain access to the Work Site at no additional cost to Owner. If dirt and debris are tracked onto adjacent public streets or highways or Owner's trails, drives, parking areas or other property Contractor shall thoroughly clean the pavement by 3:00 p.m. each workday or as often as required by Owner. If any municipality or public agency, including Owner, is called to clean the pavement, all resulting expenses shall be paid by the Contractor.

6. Construction Noise

To minimize the effect of construction noise in the area surrounding the Work Site, Contractor shall comply, and cause its subcontractors to comply, with the following requirements:

a. All engines and engine-driven equipment used for hauling or construction shall be (i) equipped with an adequate residential rated muffler in constant operation and (ii) properly maintained to prevent excessive or unusual noise.

b. Any machine or device or part thereof, which is regulated by or becomes regulated by government noise standards shall conform to those standards.

7. Existing Utilities

Existing public and private utilities are not shown on the Drawings. Contractor (a) shall familiarize itself with the location of all utilities and structures that may be found in the vicinity of the construction; (b) assumes responsibility for all utilities; and (c) acknowledges that the actual locations and/or elevations of the utilities may be different than indicated.

If any damages occur to utilities because of Contractor's acts or omissions, Contractor shall repair such damages, at its expense, in a manner acceptable to the Owner and/or engineer. The Contractor shall notify all utility companies of its construction schedule and coordinate construction operations with the utility companies so that relocation of utility lines and structures may proceed in an orderly manner.

8. Existing Public Access

Contractor shall maintain existing asphalt roads, parking lots and gravel trails within the Work Site open, safe, and accessible condition for public use at all times during the Work.

9. Incidental Site Restoration

Upon completion of the Work, Contractor shall (a) remove all debris and excess materials from the Site; and (b) smooth over, restore, fine grade, and seed with seed mix approved by owner any disturbed areas identified by Owner to ensure positive drainage in a manner acceptable to the Owner.

Contractor shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials, wetlands, structures, roads, parking lots, trails, turf areas, finished topsoil areas, and other property of Owner, the public, or private entities

Any such area disturbed by Contractor shall be restored to its original condition by Contractor and at Contractor's expense. The opinion of Owner shall be final in determining acceptability of restored areas.

10. Protection and Care of Trees and Shrubs that are to Remain

Contractor shall not damage, cut, prune, transplant or remove any tree; attach any rope, wire, nail or other object to any tree; allow any gaseous, liquid or solid substance or equipment to contact any tree or the soil located within the dripline of any tree; impair normal surface drainage around any tree; or allow any fire to burn which will injure any tree or act in any way to affect the vigor or appearance of any tree, except as such action is specifically authorized by the Drawings for individually designated trees or groups of trees.

11. Protection of Streams, Lakes, Reservoirs

Contractor shall provide adequate planning and supervision during the Work for implementing construction methods, processes, and clean-up procedures necessary to prevent water pollution and to control erosion.

If spoil material is excavated, dredged or otherwise produced out of a waterway, Contractor shall not return or discharge such material to the waterway or any other body of water (unless discharge has been approved in accordance with applicable laws, but shall deposit it in a self-contained area in compliance with all applicable laws. Contractor shall perform all backfilling with clean material and in a manner to prevent violation of applicable water quality standards.

Owner and/or engineer determines that portions of the Work Site have a high potential for erosion, Owner and/or engineer may limit the areas that can be exposed by construction operations and at any one time and Contractor shall limit the duration of such areas' exposure to the elements to the shortest time as practicable. Contractor shall construct erosion control features concurrently with other work as directed by Owner.

Contractor shall undertake necessary measures and procedures to reduce erosion during construction, including interim measures to prevent erosion during construction including the installation of staked straw bales, sedimentation basins, silt fences, and temporary mulching.

Contractor shall implement erosion control measures consistent with the "Standard and Specifications for Soil Erosion and Sediment Control" (IEPA/WPC/87-012).

12. Approved Schedule

As a required Submittal pursuant to Section 1.3 of this Contract, Contractor shall submit to Owner within ten days after the execution of this Contract, a detailed schedule of the Work showing the time of beginning and completion for at least every major component of the Work. Such schedule shall logically and realistically relate the performance of each component of the Work to each other component of the Work and to the whole of the Work so as to demonstrate that sufficient time has been allowed for the completion of each component without interference or delay from or to any other component. The schedule shall demonstrate Contractor's ability to comply with the requirements of the Contract. If the schedule so submitted is not in all respects satisfactory and in full compliance with the requirements of this Contract, Owner shall return a copy of the schedule to Contractor with such exceptions noted as Owner may deem appropriate and Contractor shall submit a revised schedule to Construction Coordinator within two business days. If, and when, the schedule so submitted or resubmitted is in all respects satisfactory, and in full compliance with the requirements of this Contract, Owner shall return a copy of the schedule to the Contractor with no exceptions noted ("Approved Schedule"). Owner may require the Approved Schedule to be revised or updated as frequently as Owner may deem necessary prior to Final Acceptance of the Work.

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APPENDIX 1
PREVAILING WAGE ORDINANCE

General Offices 1899 West Winchester Road Libertyville Illinois 60048 Telephone 847-367-6640 Fax 847-367-6649

LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: June 8, 2017 Agenda Item # 9.1

MEMO TO: S. Michael Rummel, Chair
Finance Committee

FROM: Steve Neaman
Director of Finance

RECOMMENDATION: Recommend approval of an Ordinance ascertaining the 2017/2018 Prevailing Wage Rates for Lake County.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: No impact.

BACKGROUND: Annually, the District is required by the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., to adopt the Prevailing Wage Rates for Lake County. A copy of the Ordinance must then be filed with the Secretary of State Index Division and the Department of Labor of the State of Illinois and published in a newspaper of general circulation.

REVIEW BY OTHERS: Chief Operations Officer, Purchasing Manager, Corporate Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JUNE MEETING
JUNE 13, 2017

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **FINANCE COMMITTEE** presents herewith "An Ordinance Ascertaining Prevailing Wage Rates", and requests its approval.

FINANCE COMMITTEE:

Date: 6/8/2017

☐ Roll Call Vote: Ayes: ___ Nays: _____

☑ Voice Vote Majority Ayes; Nays: 0

LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY ILLINOIS

AN ORDINANCE ASCERTAINING PREVAILING WAGE RATES

WHEREAS, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (1993) (the "Act"), provides that laborers, workers and mechanics that are directly employed by contractors or subcontractors that are engaged in the construction or demolition of public works on behalf of public bodies shall be paid no less than the general prevailing hourly rate in the locality where the work is performed; and

WHEREAS, Section 4 of the Act requires that a public body awarding any contract for public works or otherwise undertaking any public works "shall ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed" for the various categories of work; and

WHEREAS, the Finance Committee has reviewed the prevailing wage rate determinations of the State of Illinois Department of Labor for the County of Lake as of June 8, 2017, a copy of which is hereby incorporated in and made a part of this ordinance as Exhibit A, and has ascertained and determined that the general prevailing rate of wages for public works projects within the Lake County Forest Preserve District (the "District") is the same as stated in Exhibit A;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, THAT:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

Section 2: Prevailing Wage Rates. The general prevailing rate of wages for public works projects within the District is hereby ascertained and determined to be the same as stated in Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in Lake County by the Illinois Department of Labor shall supersede the determination in Exhibit A and shall apply to any and all public works construction undertaken by the District.

Section 3: Public Works. Nothing in this Ordinance shall be construed to apply the general prevailing rate of wages for Lake County to any work or employment except public works of the District conducted in the District to the extent required by the Act.

Section 4: Public Posting. The Secretary of the District is hereby directed to publicly post or keep available for inspection by any interested party in the main office of the District the determination of the prevailing rate of wages for Lake County as set forth in this ordinance.

Section 5: Filing, Publication and Notification. The Executive Director is hereby directed to:

A. Promptly file a certified copy of this Ordinance with the Illinois Secretary of State and the Illinois Department of Labor; and

B. Cause this Ordinance to be published in a newspaper of general circulation within the District within thirty (30) days of its filing with the Illinois Secretary of State or the Illinois Department of Labor; and

C. Mail a copy of any determination made in this Ordinance to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses with the District requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates; and

D. Where a public work has been awarded with a public bid, contract or project specification, list the rates stated in Exhibit A in bid specifications for all public works contracts to be awarded, and where a public work has been awarded without a public bid, contract or project specification, provide written notice on the purchase order related to the work or on a separate document that not less than the rates stated in Exhibit A must be paid to all laborers, workers, and mechanics performing work on the project.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 13th day of JUNE, 2017.

AYES: 21

NAYS: 0

APPROVED this 13th day of JUNE, 2017.

Ann B. Maine
Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani
Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. 5265

LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
BID SPEC NUMBER: 18010

Prevailing Wage rates for Lake County effective Sept. 1, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.98	46.98	2	1.5	2	10.00	20.88	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		36.54	38.94	1.5	1.5	2	11.72	13.23	2.17	0.55
ELECTRIC PWR EQMT OP	ALL	ALL		0.00	0.00	0	0	0	0.00	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		30.33	53.29	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		40.00	44.00	1.5	1.5	2	14.10	19.74	4.00	0.65
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30

OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	9.55	17.85	0.00	2.07
PLASTERER	ALL	BLD		44.85	44.85	2	1.5	2	10.00	21.18	0.00	0.50
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		32.75	34.35	1.5	1.5	2	8.45	6.05	0.00	0.50
TRUCK DRIVER	ALL	ALL	1	37.05	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	37.20	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	37.40	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	37.60	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation

of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift. Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers. Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature. OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes. Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self- loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
BID SPEC NUMBER: 18010

Bond # 404005039

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Native Restoration Services, Inc, 34475 North Circle Dr., Round Lake, IL 60073, as Principal, hereinafter called Contractor, and The Ohio Casualty Insurance Company, 62 Maple Avenue, Keene, New Hampshire 03431, as Surety, a corporation organized and existing under the laws of the State of ILLINOIS, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of $205,159.57 Dollars for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or occurred by reason of Contractor's failure to promptly and faithfully perform its Contract with Owner, said Contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated February 28, 2018, with Owner entitled "Contract Between Lake County Forest Preserve District and Native Restoration Services, Inc., for LAKE PLAIN INVASIVE PLANT STRIKE TEAM, SPRING BLUFF FOREST PRESERVE (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for LAKE PLAIN INVASIVE PLANT STRIKE TEAM, SPRING BLUFF FOREST PRESERVE; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond, in the event of Contractor's default, be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Work upon thirty (30) calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract. At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than thirty (30) calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner of the heirs, executors, administrators, or successors of Owner.

Signed and sealed this 9th day of March ,2018

Attest/Witness

By: Larry Stotts

Title: Vice President

PRINCIPAL: NATIVE RESTORATION SERVICES, INC.

By: David G. Coulter

David G. Coulter

Title: President

Attest/Witness

By: Kathleen Wilbeck

Title: Commercial Lines Sect Spec

SURETY: THE OHIO CASUALTY INSURANCE COMPANY

By:

Title: President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6995549

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David G. Galla; Patricia L. Zeczkowski

all of the city of Grayslake, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of May, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2018.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
BID SPEC NUMBER: 18010

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Native Restoration Services, Inc. 34475 North Circle Dr., Round Lake, Illinois 60073, as Principal, hereinafter called Contractor, and The Ohio Casualty Insurance Company, 62 Maple Avenue, Keene, New Hampshire 03431, as Surety, a corporation organized and existing under the laws of the State of ILLINOIS, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of $205,159.57 Dollars, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated Februrary 28, 2018 with Owner entitled "Contract Between Lake County Forest Preserve District and Native Restoration Services, Inc. for LAKE PLAIN INVASIVE PLANT STRIKE TEAM, SPRING BLUFF FOREST PRESERVE (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though full set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site, and in the manner specified in the Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for LAKE PLAIN INVASIVE PLANT STRIKE TEAM, SPRING BLUFF FOREST PRESERVE; (2) to procure and furnish all permits licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

LAKE PLAIN INVASIVE PLANT STRIKE TEAM
SPRING BLUFF FOREST PRESERVE
BID SPEC NUMBER: 18010

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to or voluntarily agrees to pay any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, services or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this 9th day of March, 2018

Attest/Witness

By: Larry Mattix

Title: Vice President

PRINCIPAL: NATIVE RESTORATION SERVICES, INC.

By: David G. Coulter

Title: President

Attest/Witness

By: [illegible]

Title: Commercial Lines Acct Exec

SURETY: THE OHIO CASUALTY INSURANCE COMPANY

By: [illegible]

Title: President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6995550

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David G. Galla; Patricia L. Zeczkowski

all of the city of Grayslake, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of May, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2018.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

NATIV-1

OP ID: KD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/08/2018

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).

PRODUCER 847-223-6504
R.J. Galla Co., Inc.
42 N. Lake Street
Grayslake, IL 60030
Kathleen V. DePolis

CONTACT NAME: Kathleen DePolis
PHONE (A/C, No, Ext): 847-223-6504 FAX (A/C, No): 847-223-8685
E-MAIL ADDRESS: kathi@rjgallacompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Casualty Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Native Restoration Services, Inc.
34475 N. Circle Drive
Round Lake, IL 60073

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		BKS(19)57046265	01/10/2018	01/10/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		BAS(19)57046265	01/10/2018	01/10/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			USO(19)57046265	01/10/2018	01/10/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS(19)57046265 *D.COULTER/L.MCCOTTER EXC	01/10/2018	01/10/2019	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property Section			BKS(19)57046265	01/10/2018	01/10/2019	Contents	5,408
A							Equip	146,000

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

Project: Lake Plain Invasive Plant Strike Team, Spring Bluff Forest Preserve - Bid spec #18010
See second page for additional insureds

CERTIFICATE HOLDER

Lake County Forest Preserve District
Debbie Maurer, Project Mgr
1899 West Winchester Road
Libertyville, IL 60048

CANCELLATION

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

Lake Plain Invasive Plant Strike Team Bid Spec # 18010
The following are hereby shown as additional insured's, their Owner and partners:
* Lake County Forest Preserve District (Owner)
* Wisconsin Department of Natural Resources
* Illinois Department of Natural Resources
* Village of Pleasant Prairie
* Village of Winthrop Harbor
* Chiwaukee Prairie Preservation Fund, Inc.
* University of Wisconsin Board of Regents; UW-Parkside
* Zion Park District
* Zion Solutions Inc.
* Exelon Corporation
* Johns-Manville Corporation
* Waukegan Park District

Additional Insureds including District officers, officials, employees, volunteers & agents insfar as their interest may appear as per any written agreement for services which are customary to the insured's operation.