



Invitation for Bid

Labor and Materials

March 2, 2022

2022 Preserve Ecological Management

Site Location:

**The Preserve of Highland Park
1201 Park Avenue West
Highland Park, IL 60035**

MANDATORY PRE-BID MEETING:

**Tuesday, March 8, 2022, at 10:00 am
1201 Park Avenue West
Highland Park, IL 60035**

BID OPENING:

**Tuesday, March 15, 2022, at 2:00 pm
636 Ridge Road
Highland Park, IL 60035**

**Rebecca Grill, Natural Areas Manager
Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035**

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Park District of Highland Park
2022 Preserve Ecological Management

ADVERTISEMENT FOR BID

The Park District of Highland Park is accepting sealed bids for **2022 Preserve of Highland Park Ecological Management**. Questions regarding this bid should be directed to Rebecca Grill, Natural Areas Manager by email at rgrill@pdhp.org.

The bid packet, specifications and plans are available on our website at <http://www.pdhp.org/bids-rfps/>. Please note that if you intend to submit a bid for this project, then it is your responsibility to register with Rebecca Grill via rgrill@pdhp.org. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder. Sealed bids for these items will be received no later than 2:00 pm on Tuesday, March 15, 2022 at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 10:00 am on Tuesday, March 8, 2022. The pre-bid meeting will be held at: 1201 Park Avenue West, Highland Park IL 60035.

Completed bids must be submitted in sealed opaque envelopes marked **2022 Preserve Ecological Management** and mailed or brought into the Park District of Highland Park, 636 Ridge Road, Highland Park, IL 60035; Attn: Brian Romes, Secretary.

The Park Board of the Park District of Highland Park reserves the right to reject any or all bids in full or in part, if it shall deem it in the public interest to do so. In submitting a bid, Contractor acknowledges that Contractor must comply with all requirements of the Illinois Prevailing Wage Act and all other applicable Illinois laws.

PARK DISTRICT OF HIGHLAND PARK
/s/ Brian Romes
Secretary of the Board of
Park Commissioners

Published: Lake County News Sun

INVITATION FOR BID

The Park District of Highland Park (District) seeks proposals for a qualified Ecological Restoration Contractor (Contractor) to perform ecological management in specified natural areas (approximately 50 acres) located within The Preserve of Highland Park, located 1201 Park Avenue West, Highland Park, IL. The scope of work includes all necessary workmanship to satisfactorily complete the work as required by the contract documents. Work is anticipated to start April 1, 2022, and conclude by December 31, 2022.

Refer to the following site schedule/scope of work:

The focus of this work is on preventing the dominance of invasive species in recently established 50-acre wet prairie/short grass/savannah and North Pond shoreline planting areas. See EXHIBIT A: PROJECT MAP. The work of this project includes all labor, materials and equipment to control designated invasive species (Tables 1, 2 and 3) by mechanical and chemical means as defined in this bid document.

| | |
|---------------------------------|----------------------------|
| Request for Proposals Released | March 2, 2022 |
| Mandatory Pre-Proposal Meeting | March 8, 2022, at 10:00 am |
| Proposals Due to Park District | March 15, 2022, at 2:00 pm |
| Anticipated Contract Award Date | March 30, 2022 |
| Anticipated Start of Work | April 7, 2022 |
| Project Completion Date | December 31, 2022 |

The successful contractor must have five years of experience working in high quality natural areas in Lake County, IL and the crew must have the ability to identify and protect plant and shrub species native to northeastern Illinois. A crew supervisor must be on site during the execution who is thoroughly familiar with the type of work and materials being used. Said person shall be competent at identification of plant materials to be treated and to be preserved during the season the work is to be completed.

The bid packet, specifications and plans are available on our website at <http://www.pdhp.org/bids-rfps/>. Please note that if you intend to submit a bid for this project, then it is your responsibility to register with Rebecca Grill via rgrill@pdhp.org. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder. Sealed bids for these items will be received no later than 2:00 pm on Tuesday, March 15, 2022 at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 10:00 am on Tuesday, March 8, 2022. The pre-bid meeting will be held at the project site: The Preserve of Highland Park, 1201 Park Avenue West, Highland Park, IL.

Completed bids must be submitted in sealed opaque envelopes marked “**2022 Preserve Ecological Management**” and mailed or brought into the Park District of Highland Park, 636 Ridge Road, Highland Park, Illinois; Attn: Brian Romes, Secretary.

All bids must be submitted on the forms included in the bid.

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All contracts for work herein are subject to the provisions of all Park District of Highland Park regulations.

If contract sum is equal or above \$50,000, then the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.

All bids will remain firm for ninety (90) calendar days after the bid opening. The Park District of Highland Park reserves the right to reject any or all bids or to accept any bid, which in its judgment, will be in the best interest of the public or to waive any informalities in bidding. Only bids in compliance with the provisions of the Contract Documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of ninety (90) calendar days after the bid date opening.

The Park District of Highland Park encourages small and minority businesses and women's business firms to submit bids on the approved project and successful contract bidders to utilize small and minority businesses and women's businesses as sub-contractors for supplies, equipment, services, and construction.

INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the Park District of Highland Park, and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the Contract Documents.

PLANS AND SPECIFICATIONS

The bid packet, specifications and plans are available on our website at <https://www.pdhp.org/bids-rfps/>. Please note that if you intend to submit a bid for this project, then it is your responsibility as a potential contractor to register with Rebecca Grill via rgrill@pdhp.org. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder.

BID FORM

Bidders shall submit the bid form provided which shall be filled out completely and addressed as follows: Park District of Highland Park, 636 Ridge Rd., Highland Park, IL 60035.

On the outside of the bid envelope, each sealed bid shall also contain the notation "SEALED BID" along with

- A) 2022 Preserve Ecological Management
- B) Bidder's Company Name
- C) Date and Time of Bid Opening

Bids for 2022 Preserve Ecological Management shall be received at or before 2:00 pm on Tuesday, March 15, 2022, at which time they will be opened and read publicly.

ACCEPTANCE OR REJECTION OF BID

Owner reserves the right to accept or reject any or all bids. In determining the lowest responsive and responsible bidder, Owner further reserves the right to combine or separate or delete any section of work or alternates or items in the bid if it is in the best interest of Owner. In determining whether the bidder qualifies as "responsible," the Owner may rely on all available public information concerning the bidder, including references and information in addition to that provided by the bidder.

BIDDER EXPERIENCE

The successful contractor must have five years of experience working in high quality natural areas in Lake County, IL and the crew must have the ability to identify and protect plant and shrub species native to northeastern Illinois. A crew supervisor must be on site during the execution who is thoroughly familiar with the type of work and materials being used. Said person shall be competent at identification of plant materials to be treated and to be preserved during the season the work is to be completed. Also, must be able to demonstrate that adequate persons and materials are available to perform the work. Contractor shall submit with the bid no less than three (3) references for which Contractor has completed work similar to that described in the plans and specifications.

NON-BARRED BIDDING

Contractor must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

EXAMINATION OF SITE AND DRAWINGS

Before submitting a bid, Contractors shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any Contractor to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve Contractor from any obligation with respect to their bid. By submitting a bid, Contractor warrants that he / she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings. If applicable, Contractor shall also attend any mandatory pre-bid meetings.

PERFORMANCE BOND

If contract sum is equal or above \$50,000, then the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Contractor to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Contractor or re-advertise for bids. A charge against the defaulting Contractor may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.

LIENS

Waivers of lien shall be submitted with all payment applications. Waivers shall be supplied from all subcontractors and suppliers involved in the contract work. Neither final payment nor any part of the retained percentages shall become due until Contractor delivers to Owner a complete release of all liens arising out of this contract. Waivers of Lien must include the following language “All Materials taken from fully paid for stock and delivered by our own trucks to the project site” AND “All wages paid according to Prevailing Wage Act”.

ASSIGNMENT AND SUBCONTRACTORS

Contractor shall not assign any part of this contract, or award any work under this contract to any Subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.

INSURANCE

NOTE: Contractors’ attention is directed to the insurance requirements set forth in the Contract Documents and below. It is highly recommended that Contractors confer with their respective insurance carriers or brokers to determine in advance of bid submission, the

availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that Contractor may be disqualified from award of the contract.

FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS

In the event Contractor does not comply with any provision of the Illinois Prevailing Wage Act, Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Contractor agrees to the following:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Contractor shall not discriminate on the basis of disability, and shall comply with pertinent sections of the Americans with Disabilities Act.

COMPLIANCE WITH ALL APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, Americans with Disabilities Act and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

PAYMENT

For projects extending longer than a month, payment request shall be made monthly for that portion of the project which has been completed. Payment request are due no later than the 1st of the month with all necessary documentation. An amount equal to ten percent (10%) shall be

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withheld from each payment until sixty (60) calendar days after final acceptance by the Owner. Payment by the Owner may be by credit card.

SCHEDULE OF WORK

Contractor shall commence work on or just prior to April 7, 2022, and work shall be completed by December 31, 2022. The Owner shall pre-approve start date of project. Work shall be completed in accordance with the following site schedule:

| | |
|---------------------------------|--------------------------|
| Request for Proposals Released | March 2, 2022 |
| Mandatory Pre-Proposal Meeting | March 8, 2022 at 10:00am |
| Proposals Due to Park District | March 15, 2022 at 2:00pm |
| Anticipated Contract Award Date | March 21, 2022 |
| Anticipated Start of Work | April 7, 2022 |
| Project Completion Date | December 31, 2022 |

GUARANTEE

Except as otherwise specified, Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from date of final completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document, shall relieve Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by Contractor for the indicated period, Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise, Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

GENERAL TERMS

In addition to all other requirements of the Contract Documents (including but not limited to the General and Supplementary Conditions that may be contained within or referred to in other Contract Documents (e.g., AIA A201, General Conditions, as modified by Park District “Supplementary Conditions”) and the Drawings and Specifications and other portions of the Project Manual), the following general terms also apply:

TERMS

"Owner" shall refer to the Park District of Highland Park. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents.

LAWS AND PERMITS

Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner to liability. Contractor shall perform all work and use only those materials conforming to city, county, state and federal codes regarding health, safety and welfare. The Owner shall not be held responsible for failure of work or materials that do not conform to codes. Prior to beginning the work, Contractor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work.

INTENT OF CONTRACT DOCUMENTS

The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

PLANS & SPECIFICATION DIMENSIONS

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Owner for a final decision or interpretation.

ERRORS AND DISCREPANCIES

If Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Owner immediately. Owner shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner, shall be done at Contractors risk. Owner reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.

When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. The Owner shall not

be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

SUBSTITUTIONS

Each bid shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from Owner shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.

Requests for substitutions shall be made five (5) calendar days prior to bid opening date to Owner. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Owner, in writing, a minimum of 48 hours in advance of beginning the work, and shall notify Owner a minimum of 48 hours in advance by phone when approvals are needed including: layout staking, all grading, drainage, and other major items of construction for field checking of construction. Copies of material delivery tickets shall be furnished to Owner.

All work and materials shall always be open to the inspection of the Owner Contractor shall also furnish upon request of Owner at his expense, a person or persons familiar with the project to review work on site and discuss any matters with Owner about the work or Contract when Owner gives 48 hours' notice for such a meeting or whenever Contractor's staff is present at the site.

SUBCONTRACTORS AND SUPPLIERS

Contractor shall provide a list of subcontractors and suppliers to Owner for approval prior to commencing the work. When any subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by Owner. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

OWNER'S RIGHT TO DO WORK:

The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the work with other work.

RIGHT TO SUSPEND WORK:

The Owner will notify contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Where due work may be suspended for unsuitable weather, other conditions unsuitable for the prosecution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authority of Owner.

ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

Alterations, extensions and deductions shall be authorized by a written change order issued by Owner and signed by Contractor before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

In the case of work specified by the Owner to be completed by Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Unit Prices in the bid, Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than thirty-five percent (35%).

DISCHARGE OF EMPLOYEES:

When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Owner may suspend the work.

USE OF SITE

Contractor shall confine equipment, material storage and workers operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

1. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.

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2. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
3. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or manufactured drainage ways. See Erosion and Sediment Control in Specifications in Special Provisions.
4. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads as necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved prior to construction.
5. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
6. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's approval. Parking is prohibited under the dripline of trees to be saved.

WORK SITE SAFETY

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. Contractor is responsible for protecting public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.

Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at Contractor's expense shall replace existing property corners disturbed or lost during construction. When the site is opened for usage after final acceptance, damage to the work shall not be due to Contractor's fault or negligence.

Contractor shall have no claim against the Owner because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

When Owner deems any operation, condition or practice to be unsafe Contractor shall take corrective action before affected work is resumed. Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval and under the direction of Owner: Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense. Contractor shall protect the Owner's employees and the public by maintaining barricades,

warning signs, flags, lights and temporary passageways around construction areas, covering holes, properly storing materials and equipment and providing other suitable methods for the protection of said persons.

LABOR, EQUIPMENT AND METHODS

Contractor shall at all times employ sufficient labor and equipment for prosecuting the work in the manner and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work. Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Owner.

The specified methods and equipment shall be used in the prosecution of the work unless otherwise authorized by Owner. However, Contractor alone shall bear the responsibility for safety of the persons and property and shall immediately notify Owner of any specified method that creates any risk of injury or damage to persons or property. Contractor may make a written request to Owner to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods, equipment and an explanation of the reasons for the substitution. When Owner authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. If Owner determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner. No increase will be made in payment or in contract time as a result of authorizing a change in methods or equipment under these provisions.

The contractor shall be responsible for disconnection and reconnection of any and all HVAC, Cable, Phone, Electric, Heating Coils, and any other utility service lines required to complete the project.

As part of the Park District's coronavirus safety protocol and as a requirement for all workers on the project job site, the Contractor shall submit a Covid-19 safety protocol plan prior to the start of work, and adhere to the current guidelines from the CDC. This shall include 6' social distancing and wearing a face mask. More information can be found at pdhp.org for up-to-date guidelines. The Park District may provide additional guidelines to follow in advance of work commencing.

SUSTAINABILITY

Owner is committed to sustainable practices that benefit our environment and the health and safety of our customers. Contractor agrees to work with Owner, if applicable, on sustainable project elements and materials.

INSPECTION AND TESTING

Materials and equipment to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, Contractor shall furnish such amounts of materials needed for testing

and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

SUBMITTALS

Contractor shall submit to Owner required shop drawings (three sets each), product data and samples concerning materials and equipment. Owner's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment or work having a well-known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by Architects, Engineers and Tradesmen.

REMOVAL OF DEFECTIVE WORK

Owner may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without additional cost to the Owner. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid Contractor.

Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner waives the right to later complain about defective materials or workmanship even after final acceptance.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction, plus the Owner shall allow Contractor 10%.

COMPLETION DATE

Contractor warrants that the commencement and completion dates specified in the Instructions to Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and manufactured conditions that may affect the work.

CLEANING UP

Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. Upon completion of the work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written

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request by the Owner, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.

Dust shall be kept to a minimum during construction by means of wetting the site or other approved methods. Contractor shall wash down all existing sidewalks and roadways on and off site once a week during construction to keep the area clean. See also Restoration of Disturbed Areas / Site Cleanup in Special Provisions.

PAYMENT

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to Owner for approval in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid item number and quantity, and include waiver of liens as specified in the Instructions to Bidders. The Owner shall retain ten percent (10%) of each payment. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the work.

All invoices should be submitted by the first business day of the month in order to receive payment in the same month.

The Owner shall make a final inspection of work after Contractor notifies Owner that work is substantially complete. Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractor's completion of all punch list work, Owner shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee or work as stated in the Instructions to Bidders.

Upon written final acceptance, Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to Contractor within sixty (60) calendar days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

OWNERSHIP OF PLANS, SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by or purchased are properties of the Owner and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion.

FREEDOM OF INFORMATION ACT REQUESTS

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then

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Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

RENEWAL OF CONTRACT

At its sole option and in the exercise of its sole discretion, the Owner may renew this Contract upon the same terms and conditions for two successive one-year terms. No increases in compensation will be given if Owner chooses to renew the contract for 2023, or thereafter for 2024.

INSURANCE

Contractor shall keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, and unless otherwise agreed by Owner, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability

| | |
|----------------|------------------------|
| \$1,000,000.00 | Per Accident |
| \$1,000,000.00 | Disease, Policy Limit |
| \$1,000,000.00 | Disease, Each Employee |

2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate
 2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:

| | |
|----------------|--------------|
| \$1,000,000.00 | Per Person |
| \$1,000,000.00 | Per Accident |
 - b. Property Damage:

| | |
|----------------|----------------|
| \$1,000,000.00 | Per Occurrence |
|----------------|----------------|

4. Umbrella Excess Liability:

| | |
|----------------|------------------------|
| \$2,000,000.00 | over Primary Insurance |
|----------------|------------------------|

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. Regarding General Liability and Automobile Liability Coverage

- i. The Owner, its officers, officials, employees and volunteers, and Engineering or Architectural Firm, its officers, officials, employees, and volunteers, are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the Owner, its officers, officials, employees, volunteers, or agents.
- ii. The Contractor's insurance coverage shall be primary insurance as respect to the Owner, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage to the Owner, its officers, officials, employees, volunteers, or agents.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- i. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the Owner.

3. All Coverage

- i. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

E. Verification of Coverage. Contractor shall furnish the Owner with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and

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approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Indemnification.

To the fullest extent permitted by law, to waive any and all rights of contribution against Owner and to indemnify and hold harmless and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which Owner would otherwise have. Contractor shall similarly, protect, indemnify and hold and save harmless, Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Accordingly, the Commercial General Liability Policy shall provide for coverage of contractual indemnification obligations.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Park District of Highland Park, it is agreed that the Park District of Highland Park, its officers, officials, employees, volunteers, and agents, Engineering or Architectural Firm, the City of Highland Park, the Hybernia Club Umbrella Association and McGill Management, Inc., are added as additional insured under this policy."

ACKNOWLEDGEMENT OF DOCUMENTS

1. Receipt of Documents: Contractor has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents.

Yes No
____ _

2. Identification of Documents Received: The following is a checklist of documents that should appear in the Bid Documents. Please complete the checklist and contact Owner if any of the documents have been omitted.

| | Yes | No |
|---------------------------------------|------|------|
| ADVERTISMENT FOR BID | ____ | ____ |
| INVITATION TO BID | ____ | ____ |
| INSTRUCTIONS TO BIDDERS | ____ | ____ |
| GENERAL TERMS | ____ | ____ |
| ACKNOWLEDGEMENT OF DOCUMENTS | ____ | ____ |
| BID FORM | ____ | ____ |
| REFERENCES | ____ | ____ |
| CONTRACTOR PROFILE AND QUALIFICATIONS | ____ | ____ |
| CERTIFICATION OF ELIGIBILITY | ____ | ____ |
| SAMPLE CONTRACT | ____ | ____ |
| SCOPE OF WORK | ____ | ____ |
| SPECIFICATIONS | ____ | ____ |
| LIST OF DRAWINGS | ____ | ____ |
| EXHIBIT A: PROJECT MAP | ____ | ____ |
| EXHIBIT B: SEED LISTS | ____ | ____ |

Park District of Highland Park
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BID FORM
(Page 1 of 2)

TO: Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

FROM: _____
Company

Street Address

City, State, Zip

Phone

FOR: 2022 Preserve Ecological Management

BASE PROPOSAL:

2022 Ecological Management \$ _____

TOTAL BASE PROPOSAL \$ _____

Receipt of Addenda: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

BID FORM
(Page 2 of 2)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1. _____

2. _____

3. _____

The undersigned bidder has carefully examined the plans and specifications for **2022 Preserve Ecological Management** as prepared by the Owner and/or Engineer/Architect, and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

BY: _____
Name and Title of Authorized Agent

Authorized Signature

Date

REFERENCES

Contractor shall include at least three (3) references with which the Contractor has completed similar work of approximate magnitude required under this contract.

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 1 of 2)

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____ E-Mail _____

of Employees _____ Annual Sales # _____
Contractor's organization has been in business under its present business name for ____ years.

Contractor's organization has had experience in work comparable with that required under the proposed contract:

as a prime contractor _____ years;
as a subcontractor _____ years.

The following Contractor's employees will be involved with the proposed contract:

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Contractor may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 2 of 2)

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

_____,a(n) _____
Print name of Contractor Individual, Partnership, Corporation

as part of his bid or proposal on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract or entering into a contract with the Park District of Highland Park as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By: _____

Its: _____
Title

STATE OF ILLINOIS)
) SS
COUNTY OF)

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

DATED: _____, 2022
Notary Public _____

[Notary Seal]

Park District of Highland Park
2022 Preserve Ecological Management

SAMPLE CONTRACT

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between <NAME OF CONTRACTOR> (hereafter "CONTRACTOR") and the PARK DISTRICT OF HIGHLAND PARK (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Advertisement for Bid including Bid Form <NAME OF PROJECT> dated <DATE (long form i.e. July, 25, 2011)>; the documents referenced therein; CONTRACTOR's Bid in response to the Advertisement for Bid for <NAME OF PROJECT> (hereafter "Proposal"); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the CONTRACTOR hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the CONTRACTOR's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred

by reason of CONTRACTOR's breach of any of its obligations under, or CONTRACTOR's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
 - b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance
4. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates 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. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

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

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

5. CONTRACTOR shall cause each consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
7. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
9. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
10. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.
11. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of

any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

13. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
15. To the extent that the Prevailing Wage Act applies, CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
16. If contract sum is equal or above \$50,000, then the CONTRACTOR, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. Contract amounts below \$50,000 may still require a bond at the discretion of the AGENCY and will be identified in the bid or proposal form. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents.

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2022 Preserve Ecological Management

Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the AGENCY, and shall name the AGENCY as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the AGENCY may grant if the forms do not meet its approval shall constitute a default, and the AGENCY may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

17. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the full control of the ways and means of performing the work referred to above and that the CONTRACTOR or its employees, representatives or subcontractors are in no sense employees of the AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the AGENCY.

PARK DISTRICT OF HIGHLAND PARK

<NAME OF CONTRACTOR>

Print Name

Print Name

Signature

Signature

Title

Date

Title

Date

Park District of Highland Park
2022 Preserve Ecological Management

LIST OF DRAWINGS

| No. | Title | Date |
|------------|--------------|---------------|
| EXHIBIT A | Project map | March 2, 2022 |
| EXHIBIT B | Seed Lists | March 2, 2022 |

SCOPE OF WORK

Objective

The Park District of Highland Park (District) seeks proposals for a qualified Ecological Restoration Contractor (Contractor) to perform ecological management in specified natural areas located within The Preserve of Highland Park, located 1201 Park Avenue West, Highland Park, IL. The scope of work includes all necessary workmanship to satisfactorily complete the work as required by the contract documents. Work will start April 7, 2022, and conclude by December 31, 2022.

The focus of this work is on preventing the dominance of invasive species in recently established 50-acre planting areas. The project site includes four planting zones shown on EXHIBIT A: PROJECT MAP.

- (1) Savanna (+/- 7.5 acres)
- (2) Short grass prairie (+/- 26.5 acres)
- (3) Vegetated swale (+/- 6.5 acres)
- (4) Wet prairie mix (+/- 8.5 acres)

The work of this project includes all labor, materials and equipment to control designated invasive species (Tables 1, 2, and 3) by mechanical and chemical means as defined in this bid document.

Site Background

The Preserve of Highland Park is a unique passive recreation area with approximately 50 acres of native plantings interwoven with 50 acres of open turf and garden areas.

Turf and garden areas are excluded from this contract.

Savanna areas were seeded in December 2018. This was followed in Summer/Fall 2019 with installation of Wet Prairie, Vegetated Swale and Short Grass Prairie seeds. Seeding was followed by annual maintenance to establish planted areas (including overseeding in 2019, 2020 and 2021) and to control woody and herbaceous invasive species. See EXHIBIT B: Seed Lists.

The shoreline of the North Pond was seeded at a later date (Winter/Spring 2020-21) during construction and is part of an IEPA 319 grant funded project. That area (approximately 2.5 acres included in the acreages above) was regraded and planted with Short Grass Prairie and Wet Prairie seed mix. It was also planted with live plugs in designated areas along the shoreline. Ongoing maintenance of the shoreline and upland area of the North Pond is part of the current contract.

Monitoring reports from the 2019-2021 establishment period suggest that the majority of weed pressure on site was annual weeds and thistles. Annual weeds were treated primarily through mowing and weed whipping. Thistle and other broadleaf weeds were treated mostly with a combination of backpack spray, weed whipping and ATV mounted pistol grip spray used to aid in spot treatment.

Bent grass and other cool season grasses continue to be a presence particularly in wet areas. Some Reed Canary and Phragmites grasses have been identified and treated on site.

In Savanna areas, Canada Wild Rye (*Elymus canadensis*) has become dominant, and these areas have been mowed early in the season to reduce competition for other desirable species.

Woody seedlings such as maple and cottonwood were controlled via broadleaf specific herbicide, mowing and weed whipping.

Contractors should not assume that the site will be burned during the contract year. Prescribed burning is not a part of this proposal.

SPECIFICATIONS

Project Preparation

Boundaries for the work site will be provided on a map. Where project boundaries are not obvious, they shall be marked by the District at the Contractor's request.

The Contractor shall complete preparations for work prior to commencement of work on site unless otherwise directed by the District in writing. This shall include creation of an access plan, staging area, and identification of any sensitive natural or manmade resources. This will be reviewed by the District during a site visit with the Contractor's Project Manager prior to the anticipated start date.

Submittals

Materials: Before proceeding, contractor shall provide District with a list of herbicides, surfactants, water conditioners, dyes and other chemicals and adjuvants to be used for implementation of this project. All substitutions must be approved in writing by the District.

Licenses: Prior to any herbicide use the Contractor shall submit to the District a current copy of the State of Illinois pesticide license for each person who will be applying herbicide at the project site. A copy of each license must be maintained on site at all times during the completion of the work.

Equipment: prior to commencement of any work, submit to the District a written description of all mechanical equipment and its intended use and location of use.

Notifications

Herbicide application requires a 24-hour notice to the public which is the responsibility of the District. Contractor shall notify the District at the earliest possible time, no less than 3 business days prior to any invasive species control operations using herbicides. Notification shall be in writing (email to rgrill@pdhp.org) and include, at a minimum the following information:

- Target species for treatment
- Treatment Method
- Treatment area
- Treatment date time and duration
- Herbicides adjuvants and application rates (if applicable)

At the time of treatment, the contractor shall make public notification of application by posting temporary signage at the perimeter of the treatment area and at all probable entrance points to the treatment area which plainly states that pesticide application has taken place, states any entry interval restrictions and provides a phone number for contact and questions.

Execution

Ecological management will include elimination of invasive and weedy herbaceous and woody species throughout the project site via selective cutting, mowing, hand pulling and herbicide application. Methodology shall be determined by the Contractor in consultation with the District according to timing, target species, site and weather conditions in order to meet performance standards. The following describe potential management activities the Contractor may use:

Mowing Contractor may selectively mow or weed whip cover crop, non-native, invasive and undesirable vegetation to minimize competition and prevent reseeding.

- Ensure that cut vegetation does not smother desirable vegetation.
- Mowing should begin before weed species form flowering heads (no more than 12 inches in height).
- Mowing height may range from 5-10 inches based on the condition of the plantings. A flail (preferred) or rotary mower may be used.
- Care should be taken to not mow desirable species in the planting zones. For example, if weed species are 12-14 inches and the native species are 7-8 inches high, the mowing height should be set at 9 inches.
- Wet areas may be mown when possible, however the equipment shall not cause ruts or compact the wet soil.
- For annual and biennial plant species, mechanical methods (mowing, hand cutting or pulling) are preferred over chemical control.

Herbicide Application Contractor may selectively control non-native, invasive and undesirable vegetation through herbicide application. All herbicide application shall only be completed by properly licensed individuals. All herbicide usage shall comply with label instructions. The Contractor shall provide signage, barricades and other devices to protect the public wherever herbicides are used. Preferred methods for control are:

- Wick/Sponge Treatment attached to a backpack or hand-held sprayer to “wipe” or “dab” herbicide directly to the targeted plant.
- Low Pressure Spot Spray (LPSS) using a backpack or hand-held sprayer to drip or spray herbicide directly on the target plant at the lowest practical pressure setting and largest practical droplet size.
- Foliar Spray using a backpack sprayer to spray herbicide within a typical pressure range and droplet size to reduce off-target drift.
- Broadcast spray of herbicide by mechanical means is not allowed on the project without prior permission by the Owner. Use of an ATV equipped with tank and pistol grip sprayer to aid in spot treatment may be allowed with prior approval.

Hand Weeding. Contractor will have the option to hand pull weed/invasive species when conditions allow. Hand pulling shall include removal from the property of the entire plant, including its root system and will be conducted in a way that reduces soil disturbance.

Woody invasive control will consist primarily of treatment of small stem seedlings by means *mechanical* (e.g., clearing saws or weed whippers) or *chemical* (e.g. sponge/wick treatment to stems or foliar application). Any larger woody materials created by clearing will be disposed of by chipping (and hauling off site). Brush pile burns are not allowed on the project site.

Supplemental Seeding At Contractor's expense, may complete supplemental seeding as necessary to achieve performance criteria. Supplemental seeding shall comply with all seeding requirements herein stated. Any modifications to the seed mixes in the approved Project Design must be approved by the District.

Herbicide Use

Application shall be performed using the most effective delivery method for the circumstances and shall prioritize minimizing off target drift (especially into water resources) while maximizing public and crew safety.

The use of aquatic approved herbicide with non-ionic surfactants is preferred. The only glyphosate product approved for use on site shall be aquatic approved. Aquatic-approved glyphosate shall only be used in wet, low lying areas and areas adjacent to bodies of water.

Regardless of application method, all equipment used to apply herbicides will be in good working condition and free of leaks, clogging wear or damage that could cause accidental spilling or dripping of the herbicide or release at undesirable rates (i.e., cracked hoses and/or leaking fittings are not acceptable).

The use of any herbicide shall follow directions given on the herbicide label. In the case of a discrepancy between these specifications and the herbicide label, the label shall prevail.

The Contractor shall maintain on site copies of all herbicide labels and current Material Safety Data Sheets for all chemicals used during completion of the work.

Herbicide mixing and storage shall be limited to the identified staging areas. Care will be taken to avoid dripping and other minor spillage in these areas.

Monitoring and Reporting

The Contractor shall conduct and document site inspections during the growing season to assess invasive species emergence and growth stages, and to determine control requirements. The Contractor shall advise the District in writing (by email) of control requirements in advance of treatment. Control will be documented for each site visit in a written Invasive Species Control Report which will include treatment dates, targeted species, methods and herbicides used, personnel and recommendations for future visits, along with a map showing areas treated.

Timing and Conditions of Work

Invasive species control is primarily performed during the growing season (typically May 1 to October 31). Exact timing of control will be determined according to changing site conditions and plant emergence. All work will be conducted during appropriate weather conditions including consideration of ground conditions to avoid rutting and erosion. No herbicide applications should be made within 12 hours of anticipated precipitation, or with wind speeds exceeding 10 mph at ground level within the application site.

Location and Limits of the Work

Invasive species control shall be performed throughout the project site, as identified on the Project Map. Specific locations of invasive populations and treatment areas shall be tracked and mapped by the Contractor and included in the Invasive Species Control Report.

Site Access

Primary staging areas and access routes are identified on the Project Map. Site access shall be limited as follows:

- Primary Staging Area—access may include wheeled and rubber-tracked vehicles and equipment, pick-up trucks, brush chippers, ATVs, equipment trailers, and foot traffic.
- Primary Access Routes—access will be limited to rubber tracked equipment, ATVs and foot traffic.
- Other Areas of the Project Site – Access will be limited to foot traffic excepting the use of equipment within the upland areas for mowing given appropriate ground conditions.

Performance Standards

At the end of the 2022 growing season none of the top five dominant plant species in the project area shall be non-native or weedy species including but not limited to: *Typha spp.*, *Phragmites australis*, *Lythrum salicaria*, *Salix interior*, *Phalaris arundinacea*, *Rhamnus cathartica* or *Rhamnus frangula*, *Cirsium arvense*, *Melilotus officinalis*, *Melilotus alba*, *Alliaria petiolata*. Dominance will be determined by Relative Importance Value (RIV) determined separately for the four planting zones shown on the Project Map.

Table 1: Woody Species Designated for Control (or as specified by the District).

| SCIENTIFIC NAME | COMMON NAME |
|-------------------------------------|------------------------|
| <i>Acer saccharinum, A. negundo</i> | Silver Maple, Boxelder |
| <i>Celastrus orbiculatus</i> | Oriental Bittersweet |
| <i>Cornus racemosa</i> | Gray Dogwood |
| <i>Lonicera tatarica</i> | Tartarian honeysuckle |
| <i>Onicera maackii</i> | Amur honeysuckle |
| <i>Populus deltoides</i> | Cottonwood |
| <i>Rhamnus cathartica</i> | Common buckthorn |
| <i>Rhamnus frangula</i> | Glossy buckthorn |
| <i>Robina pseudoacacia</i> | Black Locust |
| <i>Rosa multiflora</i> | Multiflora rose |
| <i>Viburnum opulus</i> | Highbush Cranberry |
| <i>Salix interior</i> | Sandbar Willow |

Table 2: Annual/ Biennial Herbaceous Invasive Species Designated for Control (or as specified by the District).

| SCIENTIFIC NAME | COMMON NAME |
|---------------------------------------|-------------------------------|
| <i>Alliaria petiolata</i> | Garlic Mustard |
| <i>Ambrosia sp</i> | Ragweed |
| <i>Arctium sp.</i> | Burdock |
| <i>Lactuca canadensis</i> | Wild Lettuce |
| <i>Lepidium virginicum</i> | Peppergrass |
| <i>Melilotus officinalis, M. alba</i> | Yellow and White Sweet Clover |
| <i>Persicaria sp.</i> | Smartweed |
| <i>Poa compressa and P. pratensis</i> | Bluegrass |
| <i>Polygonum aviculare</i> | Prostrate Knotweed |
| <i>Portulaca oleracea</i> | Common Purslane |
| <i>Potentilla norvegica</i> | Rough Cinquefoil |
| <i>Solanum nigrum</i> | Black Nightshade |
| <i>Sonchus sp.</i> | Sow Thistle |
| <i>Verbascum sp.</i> | Mullein |

Table 3: Perennial Herbaceous Invasive Species Designated for Control (or as specified by the District).

| SCIENTIFIC NAME | COMMON NAME |
|---|---|
| <i>Agrostis stolonifera</i> | Creeping Bentgrass |
| <i>Artemisia vulgaris</i> | Mugwort |
| <i>Cirsium arvense, C. vulgare</i> | Canada Thistle, Bull Thistle |
| <i>Cyperus esculentus</i> | Yellow Nutsedge |
| <i>Dipsacus laciniatus, D. fullonum</i> | Cut-leaved teasel, Common teasel |
| <i>Equisetum arvense</i> | Horsetail |
| <i>Lythrium salicaria</i> | Purple Loosestrife |
| <i>Phalaris arundinacea</i> | Reed Canary Grass |
| <i>Phragmites australis</i> | Common Reed |
| <i>Rumex crispus</i> | Curly Dock |
| <i>Securigera varia</i> | Crown Vetch |
| <i>Solidago canadensis, S. sempervirens, S. altissima</i> | Canada Goldenrod, Seaside Goldenrod, Late Goldenrod |
| <i>Typha angustifolia</i> | Narrow- Leaved Cattail |

Clean Up

The work area shall be kept free of debris by the Contractor. At no time shall empty herbicide containers, trash, or other material be allowed to accumulate or remain on the project site. All tools and materials shall be kept in appropriate carrying cases, boxes, etc. Parking areas, roads, sidewalks, paths and paved areas shall be kept free of woody debris, spills, mud and dirt.

Repair any damage caused by the Contractor during completion of the work described. Said damages may include but are not limited to tire ruts in the ground, damage to lawn areas, damage to trails, etc. In the event any vegetation designated to be preserved is damaged, notify the Owner within 24 hours. The Contractor shall be liable for remedying said damages.

Existing Landscaping including trees, shrubs or lawns shall be adequately protected by the Contractor so as to avoid destruction or damage as a result of operations under this Contract. Trees or shrubs damaged by negligence of the Contractor shall be replaced with stock of local genotype and of similar size and age during the proper season and shall be subject to the approval of the District.

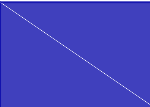
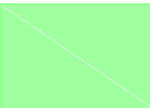
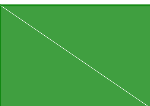


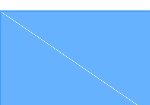


Inspection

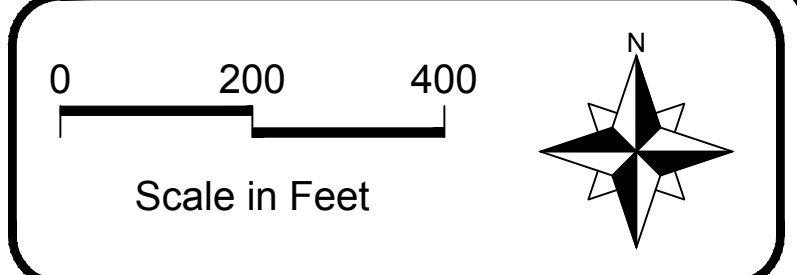
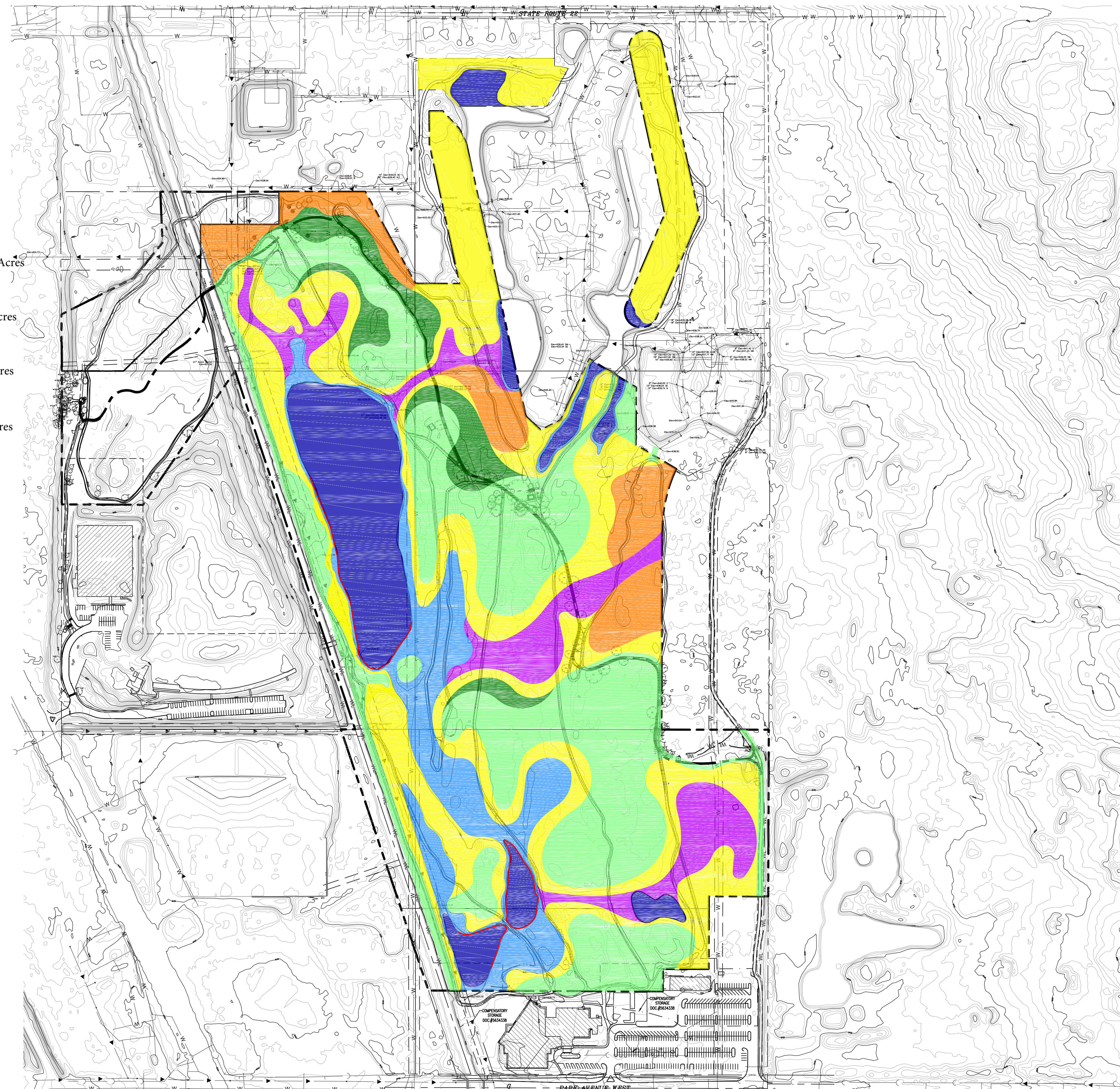
After completion of initial invasive species control the Contractor shall schedule with the District a provision acceptance inspection of the work. At the end of the growing season the Contractor will schedule a final inspection of the work.

Acceptance

The work shall be provisionally accepted (75%) by District after initial invasive species control is complete per the given plans and specifications. The work shall be considered 100% complete after the Contractor has complied with all the provisions of the Performance Standards set forth in this proposal document.

LEGEND

| | | |
|---|---|----------------|
|  | POND | |
|  | TURF OPEN SPACE | |
|  | UNMOWN TURF GRASS | |
|  | SHORT GRASS PRAIRIE (W/ OR W/O FORB SEED ENHANCEMENT) | 26.5 +/- Acres |
|  | VEGETATED SWALE (UPLAND) | 6.5 +/- Acres |
|  | WET PRAIRIE | 8.5 +/- Acres |
|  | SAVANNA | 7.5 +/- Acres |
|  | SHORELINE PLUGS | |



LEGEND

EXHIBIT A: Project Design Seeding Plan

2018 HPCC Golf Conversion
Seed Installation Monitoring
and Management
September 25, 2018

| | | |
|-----|----------------|----------|
| 1 | Revision 1 | 09/21/18 |
| No. | Revision/Issue | Date |

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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-002429

Park District of Highland Park
Skokie River Woods &
Highland Park Country Club
Trail Improvements

Overall Plan
(Without Enhanced Plugs)

| | | | |
|--------------|----------|-------------|------|
| PROJECT NO: | 18-0054 | DRAWING NO: | |
| DESIGNED BY: | NRS | 2 | |
| DRAWN BY: | CFR | | |
| CHECKED BY: | | | |
| APPROVED BY: | | SHEET NO: | |
| ISSUE DATE: | SEP 2018 | 2 | OF 3 |

Concept

Park District of Highland Park
2022 Preserve Ecological Management

EXHIBIT B: SEED LISTS PER ORIGINAL SPECIFICATIONS
(1 of 3)

ITEM ONE: SAVANNA SEEDING MIXTURE

| Botanic Name | Common Name | Rate (oz/acre) | Comments |
|--------------------------------------|------------------------|----------------|---------------------|
| <i>Avena sativa</i> | Seed Oats | 30 | PLS, Cover crop (1) |
| <i>Lolium multiflorum</i> | Annual Rye Grass | 30 | PLS, Cover crop (1) |
| <i>Wheat x Wheatgrass hybrid</i> | ReGreen | 30 | PLS, Cover crop (1) |
| <i>Elymus canadensis</i> | Canada Wild Rye | 48 | |
| <i>Elymus virginicus</i> | Virginia Wild Rye | 48 | |
| <i>Schizachyrium scoparium</i> | Little Bluestem | 80 | |
| <i>Allium cernuum</i> | Nodding Wild Onion | 3 | |
| <i>Coreopsis palmata</i> | Prairie Coreopsis | 3 | |
| <i>Echinacea pallida</i> | Pale Purple Coneflower | 3 | |
| <i>Eutrochium purpureum</i> | Purple Joe Pye Weed | 3 | |
| <i>Helianthus strumosus</i> | Pale-Leaved Sunflower | 2 | |
| <i>Heliopsis helianthoides</i> | False Sunflower | 4 | |
| <i>Monarda fistulosa</i> | Wild Bergamot | 4 | |
| <i>Penstemon digitalis</i> | Foxglove Beardtounge | 4 | |
| <i>Ratibida pinnata</i> | Yellow Coneflower | 6 | |
| <i>Rudbeckia subtomentosa</i> | Sweet Black-eyed Susan | 6 | |
| <i>Solidago speciosa</i> | Showy Goldenrod | 3 | |
| <i>Symphyotrichum laeve</i> | Smooth Blue Aster | 2 | |
| <i>Symphyotrichum oolentangiense</i> | Sky Blue Aster | 2 | |
| <i>Symphyotrichum urophyllum</i> | Arrow Leaved Aster | 2 | |
| <i>Tradescantia ohioensis</i> | Common Spiderwort | 3 | |

ITEM TWO: SHORT GRASS PRAIRIE SEEDING MIXTURE

| Botanic Name | Common Name | Rate (lbs/acre) | Comments |
|----------------------------------|------------------|-----------------|---------------------|
| <i>Avena sativa</i> | Seed Oats | 30 | PLS, Cover crop (1) |
| <i>Lolium multiflorum</i> | Annual Rye Grass | 30 | PLS, Cover crop (1) |
| <i>Wheat x Wheatgrass hybrid</i> | ReGreen | 30 | PLS, Cover crop (1) |
| <i>Bouteloua curtipendula</i> | Side Oats Grama | 4 | PLS |
| <i>Elymus canadensis</i> | Canada Wild Rye | 3 | PLS |
| <i>Schizachyrium scoparium</i> | Little Bluestem | 4 | PLS |

EXHIBIT B: SEED LISTS PER ORIGINAL SPECIFICATIONS
(2 of 3)

ITEM THREE: VEGETATED SWALE SEEDING MIXTURE

| Botanic Name | Common Name | Rate (oz/acre) | Comments |
|-------------------------------------|----------------------|----------------|---------------------|
| <i>Avena sativa</i> | Seed Oats | 30 | PLS, Cover crop (1) |
| <i>Lolium multiflorum</i> | Annual Rye Grass | 30 | PLS, Cover crop (1) |
| <i>Wheat x Wheatgrass hybrid</i> | ReGreen | 30 | PLS, Cover crop (1) |
| | | | |
| <i>Bouteloua curtipendula</i> | Side Oats Grama | 16 | |
| <i>Bromus kalmii</i> | Prairie Brome | 32 | |
| <i>Elymus canadensis</i> | Canada Wild Rye | 32 | |
| <i>Elymus virginicus</i> | Virginia Wild Rye | 32 | |
| <i>Glyceria striata</i> | Fowl Mana Grass | 4 | |
| <i>Juncus dudleyi</i> | Dudley's Rush | 4 | |
| <i>Panicum virgatum</i> | Switch Grass | 40 | |
| <i>Schizachyrium scoparium</i> | Little Bluestem | 16 | |
| <i>Asclepias incarnata</i> | Swamp Milkweed | 3 | |
| <i>Asclepias syriaca</i> | Common Milkweed | 3 | |
| <i>Bidens cernua</i> | Nodding Bur Marigold | 3 | |
| <i>Eupatorium perfoliatum</i> | Common Boneset | 3 | |
| <i>Helenium autumnale</i> | Sneezeweed | 4 | |
| <i>Heliopsis helianthoides</i> | False Sunflower | 3 | |
| <i>Pycnanthemum virginianum</i> | Common Mountain Mint | 2 | |
| <i>Ratibida pinnata</i> | Yellow Coneflower | 4 | |
| <i>Rudbeckia hirta</i> | Black-eyed Susan | 6 | |
| <i>Rudbeckia lacinata</i> | Wild Golden Glow | 3 | |
| <i>Silphium perfoliatum</i> | Cup Plant | 3 | |
| <i>Solidago riddellii</i> | Riddell's Goldenrod | 3 | |
| <i>Symphyotrichum novae-angliae</i> | New England Aster | 4 | |
| <i>Vernonia fasciculata</i> | Common Ironweed | 3 | |
| <i>Zizia aurea</i> | Golden Alexanders | 4 | |

Park District of Highland Park
2022 Preserve Ecological Management

EXHIBIT B: SEED LISTS PER ORIGINAL SPECIFICATIONS
(3 of 3)

ITEM FOUR: WET PRAIRIE-SHORELINE SEEDING MIXTURE

| Botanic Name | Common Name | Rate (per acre) | Comments |
|-------------------------------------|-------------------------|-----------------|---------------------|
| <i>Avena sativa</i> | Seed Oats | 30 lbs | PLS, Cover crop (1) |
| <i>Lolium multiflorum</i> | Annual Rye Grass | 30 lbs | PLS, Cover crop (1) |
| <i>Wheat x Wheatgrass hybrid</i> | ReGreen | 30 lbs | PLS, Cover crop (1) |
| | | | |
| <i>Bromus ciliatus</i> | Fringed Brome | 2 lbs | PLS |
| <i>Carex bebbii</i> | Bebb's Sedge | 4 oz | PLS |
| <i>Carex comosa</i> | Bristly Sedge | 4 oz | PLS |
| <i>Carex hystericina</i> | Porcupine Sedge | 4 oz | PLS |
| <i>Carex stipata</i> | Common Fox Sedge | 4 oz | PLS |
| <i>Elymus canadensis</i> | Canada Wild Rye | 1 lb | PLS |
| <i>Elymus virginicus</i> | Virginia Wild Rye | 2 lbs | PLS |
| <i>Glyceria striata</i> | Fowl Manna Grass | 4 oz | PLS |
| <i>Leersia oryzoides</i> | Rice Cut Grass | 4 oz | PLS |
| <i>Juncus torreyi</i> | Torrey's Rush | 4 oz | PLS |
| <i>Panicum virgatum</i> | Switch Grass | 2 lbs | PLS |
| <i>Scirpus atrovirens</i> | Dark Green Bulrush | 6 oz | PLS |
| <i>Asclepias incarnata</i> | Swamp Milkweed | 3 oz | PLS |
| | Nodding Bur Marigold | | |
| <i>Bidens cernua</i> | | 3 oz | PLS |
| <i>Eupatorium perfoliatum</i> | Common Boneset | 2 oz | PLS |
| <i>Eutrochium maculatum</i> | Joe Pye Weed | 2 oz | PLS |
| <i>Helenium autumnale</i> | Sneezeweed | 4 oz | PLS |
| <i>Helianthus grosseserratus</i> | Sawtooth Sunflower | 3 oz | PLS |
| <i>Lycopus americanus</i> | Water Horehound | 2 oz | PLS |
| <i>Oligoneuron reddellii</i> | Riddell's Goldenrod | 3 oz | PLS |
| | Common Mountain Mint | | |
| <i>Pycnanthemum virginianum</i> | | 2 oz | PLS |
| <i>Rudbeckia laciniata</i> | Wild Golden Glow | 6 oz | PLS |
| <i>Silphium perfoliatum</i> | Cup Plant | 3 oz | PLS |
| <i>Symphyotrichum novae-angliae</i> | New England Aster | 4 oz | PLS |
| <i>Verbena hastata</i> | Blue Vervain | 6 oz | PLS |
| <i>Veronica fasciculata</i> | Common Ironweed | 4 oz | PLS |
| <i>Zizia aurea</i> | Golden Alexanders | 4 oz | PLS |

NOTE: Only one of the three listed cover crops shall be used. Cover crop shall be selected based on time of year when seeding occurs. Seeding conducted between March 1 and May 15 shall use Seed Oats; seeding completed between May 16 and September 15 shall use Annual Rye Grass; dormant seeding conducted between September 16 and February 28 shall use ReGreen.