

(Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **Natural Areas Restoration** pursuant to specifications.

PROPOSALS:

Proposals will be received and publicly read aloud by the Joliet Junior College District #525, Joliet, Will County, Illinois, at the place, date and time hereinafter designated.

- PLACE: <u>CLICK HERE TO JOIN THE PUBLIC BID OPENING AT THE SPECIFIED DATE/TIME</u>
- DATE: <u>April 8, 2021</u>

FAXES ARE NOT ACCEPTABLE

TIME: <u>9:00AM</u>

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

Registration Link:

https://supplier.esmsolutions.com/registration#/registration/contactInformation/ General Supplier Guide (ESM Documents): https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides Supplier Registration Guide (JJC Document): https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots %20Final.pdf

BID: Natural Areas Restoration

PRE-BID MEETING:

An optional pre-bid meeting will be held virtually through Microsoft Teams on <u>April 1, 2021 at</u> <u>9:00AM</u>. <u>CLICK HERE TO JOIN THE PRE-BID MEETING AT THE SPECIFIED DATE AND</u> <u>TIME</u>

B20046 DELIVERY:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

TAX EXEMPTION:

Joliet Junior College District #525 is exempt from Federal, State, and Municipal taxes.

SIGNATURE ON BIDS:

Joliet Junior College District #525 requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

BIDDING PROCEDURES:

- 1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
- 2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
- 3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

- 1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- 2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
- 3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

REJECTION OF BIDS:

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at

its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

BUSINESS ENTERPRISE PROGRAM (BEP):

MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), <u>Business</u> <u>Enterprise Program (BEP)</u> web site to obtain additional details. **To qualify, prime vendors or subcontractors must be certified by the state of Illinois or the city of Chicago prior to contract award.** Go to (<u>https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx</u>) for complete requirements for BEP certification.

For all construction related projects, the following companies must submit a <u>utilization plan</u> and/or <u>letter of intent</u> that meets or exceeds the identified goal.

- Certified contractors meeting the goal through self-performance
- Any contractor utilizing subcontractors for the project

If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal is required within the utilization plan. Visit: for instructions on completing the form.

ACKNOWLEDGEMENT OF ADDENDA:

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

CLERICAL ERRORS:

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of <u>total</u> price submitted.

B20046 **SAMPLES**:

Bidder may be required to furnish samples upon request and without charge to the College.

BID SECURITY:

A certified check or bank draft or bid bond, made payable to Joliet Junior College District #525, Will County, Illinois, <u>MUST</u> be submitted with the bid in the amount of <u>ten (10) percent of your total</u> <u>bid</u>. The bid security will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

PAYMENTS:

Certified Payroll: NOT REQUIRED Partial Lien Waivers: NOT REQUIRED Final Lien Waivers: NOT REQUIRED

INSURANCE:

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain "all risks" Builder's Risk property insurance, where applicable, subject only to such exclusions as have been specifically approved by the Owner in writing.

- A. Workers Compensation
 - 1. State: Statutory
 - 2. Applicable Federal: Statutory
 - 3. Employer's Liability:a. \$1,000,000 per Accidentb. \$1,000,000 Occupational Disease
- B. Commercial Comprehensive Liability
 - 1. Each Occurrence: \$1,000,000
 - 2. Products/Completed Operations Aggregate: \$2,000,000
 - 3. Personal/Advertising Injury: \$1,000,000
 - 4. General Aggregate: \$2,000,000
 - 5. Policy shall include: \$2,000,000
 - a. Premises: Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c), and underground (u).
 - 6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive

Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees, officers, employees and agents as additional named insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's

policy. The additional insured endorsement shall provide the following:

a. That the coverage afforded the additional insurance will be primary/non-contributory insurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor.

b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.

- c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
- d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
- e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.
- f. That the Contractor agrees to indemnify the College for any applicable deductibles.
- g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.
- h. The Contractor shall provide the College with a copy of its insurance policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.
- i. Contactor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.
- j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.
- k. Please include clause below in the policy: It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.
- C. Business Auto Liability (including owned, non-owned and hired vehicles).
 - 1. Bodily injury
 - a. \$1,000,000 per person
 - b. \$2,000,000 per accident
 - 2. Property damage: \$1,000,000 OR
 - 3. Combined Single limit: \$1,000,000
- D. Umbrella

- 1. Umbrella Excess Liability: \$4,000,000
- 2. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.
- 3. Follow-form or Primary/Non-Contributory (PNC) status and Waiver of Subrogation (WOS) for Joliet Junior College

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional named insured under such policies. Each policy shall require at least 30 days' notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.

PERFORMANCE BONDS:

The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to Junior College District #525, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-XIV best rating. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance bond is an amount equal to one hundred and ten percent (110%) of the contract sum. Such bonds shall be in force from the date of signing of the contract until one year after issuing of final certificate of payment. The cost of the bonds shall be included in the bidder's proposal.

LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

DAMAGE AND NEGLIGENCE:

The Contractor agrees to indemnify and save harmless the College and employees from and against

all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

INVESTIGATION OF BIDDERS:

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

APPRENTICESHIP AND TRAINING PROGRAMS: NOT REQUIRED

SUBCONTRACTORS:

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

PREVAILING WAGE RATE: NOT REQUIRED

BLACKOUT PERIOD:

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

BID QUANTITIES:

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

BID AWARDS:

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

TERMINATION OF FUNDING:

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

GENERAL:

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College District #525, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.

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Janice Reedus Director of Business & Auxiliary Services

JOLIET JUNIOR COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT #525 (Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938 Telephone: (815) 280-6640 Fax: (815) 280-6631

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE: <u>http://www.jjc.edu/community/vendors</u>

QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO: purchasing@jjc.edu

Joliet Junior College Natural Areas Restoration Maintenance Fiscal Years 2022 – 2026

SPECIFICATIONS

Project Identification and Location

This project is located at Joliet Junior College, Joliet, Illinois. The project entails providing all materials, labor and equipment necessary to manage, maintain and enhance various natural area zones located within the Joliet Junior College Central Campus, as identified in the drawings and specifications that make up this project's contract documents.

The landscape restoration zones encompass approximately 90 acres of campus property. Most of these areas were cleared of Buckthorn and other invasives in years 2009/2010, and seeded in prairie, woodland and savanna seed mixes in 2011. Periodically, invasive species continue to be cleared by the College's Natural Areas Committee and volunteers. Objectives are to create, maintain and protect native flora and fauna within campus properties to support research and educational opportunities and ecological values for the College and community in general.

Contractors will be responsible for mowing, weed-whipping, herbiciding, and burning in ways and frequencies that will best promote the growth and diversity of native plant communities, notably through the elimination and control of non-native, invasive herbacious and woody plants in the various zones.

Multi-Year Contract with Option for Renewal

Bidders shall present a bid covering lump sum prices for **five** fiscal years starting July 1, 2021 and ending June 30, 2026. Bidders shall present lump sum prices for items/tasks being bid for each fiscal year as noted. Prices for all five fiscal year tasks will be summed for the final bid amount. The final bid amount for all five fiscal years will be used, along with qualifications to determine the successful bidder. Successful bidder shall complete work for Fiscal Year 2022, and depending on performance, shall have the contract renewed for the next Fiscal Year, and repeated, as performance dictates, to the fifth Fiscal Year, upon mutual acceptance, to full contract completion on **June 30, 2026**.

Drawings and Schedules

Work shall be completed in accordance with the Contract Documents. Following this page are relevant specification sections followed by a map and spreadsheet summarizing the College's schedule and natural area zones.

SECTION 1 GENERAL CONDITIONS

1.0 GENERAL

1.1 PROJECT OVERVIEW

The project will begin July 1 of 2021 and continue, upon mutual agreement, to June 30, 2026. This work shall consist of mowing, burning, cutting, herbiciding, weeding and other activities as necessary to achieve natural area restoration objectives. This will include herbaceous **and** woody materials. Restoration maintenance shall consist of furnishing all labor, materials, tools, and equipment necessary to complete the work associated with the areas indicated on the drawings. At times, invasive plant material, which is pulled or cut, will be removed off site by the contractor or as directed by the Owner.

Prescribed burns will begin in the fall of 2021 for various zones, and continue through spring of 2026. Seeding of select areas may follow burns. Type, extent and location of seeding will be as directed by the Owner.

The contractor will attend meetings periodically as requested by the Owner and as discussed under Section 5, Evaluation and Reporting. The contractor will conduct meander searches each spring and fall of the ecological categories (prairie, woodland, savanna fen and stream), and document findings in year-end annual reports.

1.2 PROJECT ZONES

Work as described above shall be conducted within various zones. Twenty-four zones have been grouped into six categories, described below and illustrated on the attached map at the end of this section.

A. Prairie Zones (P1 – P9)

Approximate Acreage: 38.5 acres

These are areas previously cleared of Buckthorn and other non-native vegetation and seeded with prairie seed mixes in the fall of 2010. Tree and shrub masses were planted in various locations. Conduct spot mows and apply herbicide **several times per season** to keep weeds to 6"-8" height, and eliminate weed seed by pulling/cutting and removing from premises. Small invasive woody plants, notably buckthorn and honeysuckle are to be cut and removed when found. Conduct periodic controlled burns.

B. Bioswale/ Infiltration Basin Zone (P10)

Approximate Acreage: 6 acres

JJC constructed an infiltration basin and series of six bioswales in 2011 to intercept off-site and adjacent agricultural runoff. The runoff is filtered through the bioswales and basin before entering into the rest of the campus and the campus lake. Surrounding areas were seeded in prairie seed mix. Conduct spot mows and apply herbicide several times per season to control invasive species. This includes periodic treatment of cattails and phragmites within the bioswales, and Canada Thistle outbreaks that buffer the cropland. Canada Thistle should be cut and removed prior to seed set in addition to herbicide treatment. Conduct periodic controlled burns per schedule.

C. Woodland Zones (W1 – W9)

Approximate Acreage: 37 acres

These are treed areas consisting of canopy cover of 50 percent or greater. Zones were cleared of Buckthorn and other non-native woody vegetation and seeded with woodland seed mixes in the fall of 2010. Tree and shrub masses were planted in various locations. Conduct spot mows and

apply herbicide several times per season to eliminate invasive plants.

D. Savanna Zones (S1 – S2)

Approximate Acreage: 5.5 acres

These are selected areas that have tree canopy cover between 10 and 50 percent. Areas were cleared of Buckthorn and other vegetation and seeded with savanna-prairie seed mixes in the fall of 2010. Tree and shrub masses were planted in various locations. Pull or cut invasive herbaceous plants before seed set to eliminate weed seed. Herbicide, cut and remove small woody shrubs (notably honeysuckle and buckthorn). Conduct periodic controlled burns per attached schedule.

E. Fen Zones (F1 – F2)

Approximate Acreage: 2 acres

These zones comprise an existing fen located in low-lying areas with a stream running through it. High water table percolating through dolomitic limestone creates a unique natural environment containing several high quality native species. Mow/herbicide several times per season to eliminate non-native woody, and herbaceous species. Eliminate weed seed by pulling/cutting and removing from premises. Conduct periodic controlled burns.

F. Stream Channel Zone (ST1)

Approximate Acreage: 1 acres

The well-defined stream channel located north of the campus north loop road contains a number of quality native species, but is dominated by Reed Canary Grass. Conduct selective herbiciding and controlled burns to knock back and control the Reed Canary Grass and other invasive species.

1.3 DIMENSIONS/AREAS ON PLANS

Zone boundaries shown on aerial maps are approximate. Figures and zones shown on plan are to be followed without regard to scaled measurement from plans. Questions concerning boundaries, or other site conditions should be brought to the Owner's attention for a final decision or interpretation.

1.4 STAGING AND SETUP

Contractor shall meet with Owner to establish procedures for staging and setup of material and equipment for work.

1.5 QUALIFICATIONS

The contractor's project manager shall have a minimum of three years of experience working with natural areas and in tasks similar in scope as noted for this contract, including prescribed burns, and demonstrate knowledge of native plant identification. The project manager shall be on site during all work. All project staff shall have a minimum of one year experience working in natural areas. Project staff conducting inventories shall be familiar identifying plant species in the field and have a minimum three-years experience performing vegetation surveys and familiarity with floristic quality assessment methodology established by Swink and Wihelm, or equivalent. The contractor shall provide at least three references that can confirm these requirements are satisfied. Only bidders that have met these qualifications will be considered.

1.6 INSPECTION AND ACCEPTANCE

Upon completion of tasks for a zone or zones, and before invoicing, contractor shall notify the College and the College's Representative that given tasks for a zone or zones are complete. Upon notification, the College's Representative will conduct an inspection of the zone to confirm that stated performance standards have or have not been met. If timely notification is not given by the contractor when zones are completed, payment may be delayed or withheld.

1.7 REPORTING

Submitted invoices shall be accompanied with a brief summary of activities conducted for each zone, including amount and types of herbicide used. Note that invoice processing may be delayed if summary reports are not included. At the end of each calendar season the contractor shall submit a year-end report detailing what activities were completed for each zone, herbicide products used for each zone including amounts and what percent formulas were applied, and any issues and recommendations. Additionally, year-end reports shall include a summary report of species identified during the spring and fall seasons within various categories.

1.8 CLEAN UP

At the end of the work day, contractor shall store materials and equipment where directed and in a safe manner. Keep surrounding areas clean of debris and dirt/mud and generally in an orderly condition.

END OF SECTION 1

SECTION 2 INVASIVE SPECIES CONTROL

1.0 GENERAL

1.1 DESCRIPTION

This work shall consist of providing, and properly applying select herbicide to target weeds, in conjunction with other treatment methods, including mowing, weeding and removal as may be necessary to achieve natural area restoration objectives. Restoration maintenance shall consist of furnishing all labor, materials, tools, and equipment necessary to complete the work associated with the areas indicated on the drawings.

1.2 BASIS OF PAYMENT

Invasive species control shall be paid for on a per acre basis as bid in the proposal under the item <u>Spot herbicide/selective mow - herbaceous/woody material.</u> The price shall include all material, equipment, and labor necessary to satisfactorily complete the work.

1.3 METHOD OF MEASURMENT

This work will be measured for payment after treatment through ground truth inspection by the College's Representative to assess that performance standards have been met.

1.4 SUBMITTALS

- A. Annual monitoring/maintenance summary report per Section 5.
- B. Periodic maintenance summary reports submitted with invoice.
- C. Herbicide License and herbicide products with % formulas to use.
- D. Herbicide application data form, summarizing herbicide use submitted at end of each treatment year.

2.0 MATERIALS

2.1 HERBICIDE

Herbicides listed below (or an equivalent approved in writing) shall be utilized per manufacturer's recommendations.

2.2 MOWING EQUIPMENT

- A. Large-scale mowing equipment for conducting high mows of select areas.
- B. Weed-whip equipment for conducting spot mowing of select areas.

3.0 EXECUTION

3.1 APPLICATION

Herbicide shall be applied by a State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within native planting communities. Selective and non-selective herbicides shall be applied as necessary to eradicate invasive vegetation. Applications from broad spraying and hand wicking may be used and necessary with certain areas. Care should be taken in applying non-selective herbicides. Herbicide shall be dispensed with a **visible dye** in order to determine areas covered, and the minimum percentages to adequately and safely complete the work. Treatment applications are expected to be applied twice per season per zone, or as necessary to meet performance standards for the identified invasive plant.

3.2 MOWING/REMOVING MATERIAL

As required, areas to be mowed shall be mowed to a height of 6-8 inches throughout the growing season, with the objective of keeping weeds from going to seed. Mowing, shall include tractor-mounted mowers, and weed whipping. Mowing shall occur prior to or when invasive species are flowering so as to prevent seed set. Extensive areas of thatch shall be removed off-premise if it is so dense as to smother seed growth beneath, or if the mown material has seed heads that could mature and germinate. Hand pulling may be utilized to remove small woody and herbaceous plant material.

3.3 TREATMENT SPECIFICATIONS

All identified invasive species shall be treated and removed, as necessary, to prevent seed formation.

A. ANNUAL/BIENNIAL WEEDS

Annual and biennial weeds can be problematic in areas. Biennial weeds that may appear include, but not limited to:

Burdock	Arctium minus
Spotted Knapweed	Centaurea maculosa
Musk Thistle	Carduus nutans
Bull Thistle	Cirsium vulgare
Queen Anne's Lace	Daucus carota
White Sweet Clover	Melilotus alba
Yellow Sweet Clover	Melilotus officinale
Wild Parsnip	Pastinaca sativa

These and other non-native, invasive species identified during the course of activity shall be treated as follows or as typical for the species:

1). April - June

Contractor shall mow or hand pull plants at the time of peak flowering but before seed set has commenced. Contractor may foliar treat plants by applying a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) during spring and early summer. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied.

2). <u>September - October</u>

Contractor may foliar treat plants by applying a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) during late fall when plants remain green after native vegetation has senesced.

3). Performance Standards

Contractor is required to kill (causing brown-out) or remove 90% of identified species within treatment areas (visible three weeks post-application). Additionally, no species shall be allowed to go to seed. Seed heads shall be cut or pulled and removed from the premises. The College's Representative will conduct a site inspection once notified by the Contractor to visually estimate amount of brown-out, no later than mid-July for spring/summer applications, and no later than mid-November for fall applications.

B. GARLIC MUSTARD (Alliaria petiolate)

1). January - May

Contractor shall foliar treat plants within the specified treatment areas by applying a 1.5% Triclopyr solution (41% Garlon 3a) or other herbicide proven to be effective. Herbicide solution shall include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied. Contractor shall avoid drift onto desirable native

vegetation. Treatment applications are to be made when ambient temperatures are above 40° F and during dry conditions at least 6 hours form time of application.

2). <u>June 1 - June 25</u>

For all bolting adult plants that were missed during the initial herbicide treatment, contractor shall remove them within the specified areas using the following procedures: (1) in areas of medium to large monocultures (> 75 plants in 3 sq. ft), contractor shall either weed whip or base clip; (2) In areas with heavy infestation (25 to 100 plants in 3 sq. ft.), in close proximity to non-target plants, contractor shall only remove plants by base clipping. All plants cut or weed whipped shall be bagged and removed from the site.

3). <u>Performance Standards</u>

Contractor is required to kill (causing brown-out) a minimum of 90% of garlic mustard within treatment areas (visible three weeks post-application). Additionally, no garlic mustard shall be allowed to go to seed. Seed heads shall be cut or pulled and removed from the premises. The College's Representative will conduct a site inspection once notified by the Contractor (end of June) to visually estimate amount of brown-out. Any flowering plants found untreated will require treatment prior to payment.

- C. COMMON REED (*Phragmites australis*), *REED CANARY GRASS (Phalaris arundinacea*) and OTHER NON-NATIVE COOL SEASON GRASSES
 - 1). March April

Contractor shall foliar treat Common Reed, Reed Canary Grass and other non-native cool season grasses by applying herbicide during early spring (March-April), when non-native grass is green but surrounding native vegetation is dormant. Contractor shall apply a 1.5% Rodeo solution (active ingredient 53.8% glyphosate) or approved equivalent. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied.

2). <u>October - November</u>

Contractor shall foliar treat Common Reed, Reed Canary Grass and other non-native cool season grasses by applying herbicide during fall (October-November) when non-native grass is green but surrounding native vegetation is dormant. Contractor shall apply a 1.5% Rodeo solution (active ingredient 53.8% glyphosate) or approved equivalent. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied.

3). <u>Performance Standards</u>

Contractor is required to kill (causing brown-out) or remove 90% of identified species within treatment areas (visible three weeks post-application). The College's Representative will conduct a site inspection once notified by the Contractor, to visually estimate amount of brown-out, no later than mid-May for spring applications, and no later than mid-December for fall applications.

- D. CANADA/BULL THISTLES (Cirsium arvense/vulgare)
 - 1). <u>April June</u>

Contractor shall foliar treat plants by applying a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) during spring and early summer prior to flowering. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied. Selectively cut in early bud stage. Plants cut 8 days or more after flowers have opened shall be removed from the premises.

2). July - October

Contractor shall continue cutting and foliar treat plants by applying a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) in the fall when the plants have young leaves.

3). <u>Performance Standards of Canada/Bull Thistles</u>

Contractor is required to kill (causing brown-out) or remove 90% of identified species within treatment areas (visible three weeks post-application). Additionally, no species shall be allowed to go to seed. Flowering heads shall be removed. The College's Representative will conduct a site inspection within three weeks of application or once notified by the Contractor to visually estimate amount of brown-out, no later than mid-July for spring/summer applications, and no later than mid-November for fall applications.

E. CUT-LEAVED/COMMON TEASEL (Dipsacus laciniatus/sylvestris)

1). <u>May - September</u>

Contractor shall cut teasel stems flush with the ground (or mow if areas of large monocultures are encountered) and apply a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) to the remaining rosette, prior to seed set. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied.

2). October - June

Contractor shall foliar treat teasel rosettes by applying a 1.5% Glyphosate solution (Round-up or equivalent) or a 1.5% Triclopyr solution (Garlon 3A, or equivalent). Herbicides shall be applied during the fall season and into the spring season only when the ambient temperatures are above 40°F, and before flowering occurs. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied.

3). <u>Performance Standards of Teasels</u>

Contractor is required to kill (causing brown-out) or remove 90% of identified species within treatment areas (visible three weeks post-application). Additionally, no teasels shall be allowed to go to seed. Seed heads shall be cut or pulled and removed from the premises. The College's Representative will conduct a site inspection once notified by the Contractor to visually estimate amount of brown-out, no later than mid-October for cut/sprayed material, and no later than mid-July for herbicide only control.

F. CROWN VETCH (Coronilla varia)

1). <u>April - June</u>

Contractor shall foliar treat plants by applying a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) during spring and early summer prior to flowering. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied.

2). <u>September - October</u>

Contractor shall foliar treat plants by applying a 0.5% Transline solution (41% Clopyralid active ingredient or equivalent herbicide approved for use in natural areas) in the fall when the plants have young leaves.

 Performance Standards of Crown Vetch Contractor is required to kill (causing brown-out) or remove 90% of identified species within treatment areas (visible three weeks post-application). Additionally, no species shall be allowed to go to seed. Care shall be taken to remove flowering heads, even after plant has been sprayed. The College's Representative will conduct a site inspection within three weeks of application or once notified by the Contractor to visually estimate amount of brown-out, no later than mid-July for spring/summer applications, and no later than mid-November for fall applications.

G. NON-NATIVE SHRUBS AND TREE RESPROUTS

Non-native shrubs and tree sprouts include but not limited to:

Bush Honeysuckles	Lonicera spp.
Multiflora Rose	Rosa multiflora
Japanese Barberry	Berberis thunbergii
Common Buckthorn	Rhamnus cathartica

1). Foliar Treatment (small shrubs, tree resprouts, less than 3 ft. high

During the growing season, the Contractor shall treat young shrubs and resprouts using foliar treatment application of 5% Triclopyr solution (Garlon 3A, Tahoe 3A, or Element 3A, or equivalent herbicide) to foliage, avoiding non-target species. For bush honeysuckle, a 1.5% Glyphosate (Round up or equivalent) shall be applied to foliage, avoiding non-target species. Herbicide solution must include an adjuvant (Liberate or equivalent) and a dye marker to indicate where spray has been applied. At times, it may be necessary to cut or pull small shrubs.

2). <u>Performance Standards of Non-native Shrubs and Tree Resprouts</u> Contractor is required to kill (causing necrosis) a minimum of 90% of identified species within treatment areas (visible three weeks post-application). The College's Representative will conduct a site inspection once notified by the Contractor to visually estimate amount of brown-out, during the growing season.

END SECTION 2

SECTION 3 RESTORATION INTER-SEEDING

1.0 GENERAL

1.1 DESCRIPTION

Restoration inter-seeding shall consist of furnishing all labor, materials, tools, and equipment necessary to broadcast seed over areas as directed by the College. Inter-seeding may occur in specific locations after prescribed burns or at other times, and an assessment for the need for seeding.

1.2 BASIS OF PAYMENT

Restoration inter-seeding shall be paid for on a per acre basis under the item <u>Native Seeding</u> as bid in the proposal. Payment shall be made upon satisfactory completion of inter-seeding upon review of areas by the College's Representative.

Seedbed preparation activities such as fine grading and disking will not be paid for separately, but shall be considered as incidental to the contract unit price per acre. Fertilizer applied with cool season fescue seed mixes shall be considered incidental to the "per acre" cost of the seed mix.

1.3 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into this document:

"Standard Specifications for Road and Bridge Construction" – Latest Edition – Illinois Department of Transportation

Section 250 and 1080 – Seeding

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

1.4 SITE CONDITIONS

Many locations within the restoration area have shallow soils due to bedrock. No topsoil is planned to be imported for this project.

1.5 QUALIFICATIONS

- A. The restoration contractor shall have a minimum of five (5) years experience in restoration clearing, inter-seeding, maintenance and management and a minimum of three (3) projects of a size and scope similar to this project.
- B. Nurseries supplying seeds and plants shall specialize in growing and cultivating native and wetland plant material and have a minimum of five years documented experience.

1.6 SUBMITTALS

- A. Qualifications of nursery(s) and contractors/installers.
- B. Seed and plant certification as appropriate.
- C. Seed/plant list (final list of available material) and nursery of origin.
- D. Maintenance Program (at completion of project inter-seeding).

1.7 DELIVERY, STORAGE AND HANDLING

Materials shall be stored in areas designated by the Owner. Soil conditioners, fertilizers, amendments shall be delivered, stored and handled per manufacturer's recommendations. Fertilizers and herbicides shall not be stored with other landscape materials.

2.0 MATERIALS

2.1 SEED

Contractor shall provide various seed mixes as described in the attached seed lists or as to be directed at a later time.

RESTORATION SEED LISTS

Mesic-To- Dry Prairie

-		
Scientific Name	Common Name	PLS Seed (Ib./acre)
Andropogon gerardi	Big bluestem	1.0 lb.
Andropogon scoparius	Little bluestem	2.0 lb.
Sorghastrum nutans	Indian grass	0.5 lb.
Bouteloua curtipendula	Side oats grass	1.0 lb.
Sporobolus heterolepis	Prairie dropseed grass	2.0 lb.
Panicum virgatum	Prairie switch grass	0.5 lb.
Elymus canadensis	Canada Wild Rye	2.0 lb.
Carex bicknellii	Copper shouldered oval sedge	0.06 lb.
Liatris aspera	Rough blazing star	0.25 lb.
Petalostemum purpureum	Purple prairie clover	0.25 lb.
Amorpha canescens	Lead plant	0.25 lb.
Monarda fistulosa	Wild bergamot	0.13 lb.
Anemone cylindrica	Thimbleweed	0.06 lb.
Carex spp.	Prairie Sedge Mix	0.25 lb.
Rudbeckia subtomentosa	Sweet Black-eyed Susan	0.25 lb.
Asclepias tuberose	Orange butterfly weed	0.06 lb.
Dodecatheon meadia	Shooting star	0.06 lb.
Parthenium integrifolium	Wild Quinine	0.06 lb.
Zizia aurea	Golden alexander	0.06 lb.

Savanna / Prairie								
Scientific Name	Common Name	PLS Seed (Ib./acre)						
Bouteloua curtipendula	Side oats grass	1.0 lb.						
Koeleria macrantha	June grass	0.1 lb.						
Panicum virgatum	Prairie switchgrass	0.5 lb.						
Andropogon scoparius	Little bluestem	2.0 lb.						
Elymus virginicus	Virginia wild rye	1.5 lb.						
Elymus hystrix	Bottlebrush grass	1.0 lb.						
Bromus pubscens	Woodland brome	0.5 lb.						
Elymus canadensis	Canada wild rye	2.0 lb.						
Liatris pycnostachya	Prairie blazing star/gayfeather	0.25 lb.						
Dodecatheon meadia	Shooting star	0.06 lb.						
Parthenium integrifolium	Wild Quinine	0.06 lb.						
Zizia aurea	Golden Alexander	0.06 lb.						
Carex spp.	Prairie sedges	0.25 lb.						
Solidago spp.	Goldenrod mix	0.12 lb.						

Wet Prairie									
Scientific Name	Common Name	PLS Seed (Ib./acre)							
Calamagrostis Canadensis	Blue joint grass	1.0 lb.							
Leersia oryzoides	Rice cut grass	1.0 lb.							
Panicum virgatum	Switch grass	0.25 lb.							
Spartina pectinata	Prairie cord grass	0.25 lb.							
Carex vulpinoidea	Brown fox sedge	0.25 lb.							
Carex scoparia	Lance-fruited oval sedge	0.13 lb.							
Liatris spicata	Spiked blazing star	0.25 lb.							
Veronicastrum virginicum	Culvers root	0.13 lb.							
Eupatorium perfoliatum	Boneset	0.06 lb.							
Iris virginica	Blue flag iris	0.50 lb.							

Woodland Seed Mix									
Scientific Name	Common Name	PLS Seed (lb./acre)							
Elymus Hystrix	Bottlebrush grass	1.0 lb.							
Festuca obtuse	Woodland fescue	0.5 lb.							
Elymus villosus	Silky wild rye	0.5 lb.							
Bromus pubscens	Woodland brome	0.5 lb.							
Aster sagittifolius	Heart leaved aster	0.1 lb.							
Cinna arundinacea	Wood reed	1.0 lb.							
Elymus virginicus	Virginia wild rye	3.5 lb.							
Glyceria striata	Fowl manna grass	1.0 lb.							
Solidago ulmifolia	Elm leaved goldenrod	0.1 lb.							
Carex pennsylvanica	Woodland sedge	0.06 lb.							
Heliopsis helianthoides	False sunflower	0.18 lb.							

Transition Seed Mix (seed rate - 5 lbs/1,000 sf)								
Scientific Name	Common Name	PLS Seed (Ib./acre)						
Festuca spp.	Celestial Creeping Red Fescue	25%						
Festuca spp.	Bornito Sheeps Fescue	25%						
Festuca spp.	Jamestown IV Chewings Fescue	25%						
Festuca spp.	Firefly Hard Fescue	25%						
	Annual/Perennial Forb Mix	4.0 lb.						

Note: all seed mixes to be seeded with a cover crop of Common Oats (22 lbs/acre) and Annual Rye (6 lbs/acre), unless noted otherwise.

2.2 SEED QUALITY

- A. Restoration seed species shall be of local genotype from a radius of 250 miles from the project site.
- B. At least 30 days prior to the time of inter-seeding and planting, the contractor shall provide for the Owner's approval a written description of the proposed plant species, planting rate, and source of all plants to be installed. Information provided shall include:
 - 1) Name and location of seed/plant supplier,
 - 2) Origin and date of harvest of each of the species,
 - 3) Seed purity testing and the date of testing,
 - 4) Estimated number of seeds per pound of each kind of the seeds to be furnished.

- C. All seeds shall have proper stratification or scarification to break seed dormancy. All legumes shall be scarified and inoculated with the proper rhizobia. Inoculum shall be applied within 30 days of planting.
- D. All seeds shall be delivered and stored in sealed containers bearing legible labels that analyze the seed mixture. Seed that has become wet, moldy or otherwise damaged in transit or storage shall not be accepted. Damaged packages shall not be accepted.
- E. All seed shall be tested for purity and germination and sold and delivered on a pure live seed (pls) basis, quantity of which is adjusted based on pls results.

2.3 SEED EQUIPMENT

Equipment shall meet the requirements of the following IDOT Standard Specification Articles of Section 1100 - Equipment, for Broadcast Inter-seeding and Rangeland Type Drill Inter-seeding.

2.4 MULCH

Grain, weed-free straw mulch, if used, shall be applied at a rate of 1.5 tons of air-dry material to the seeded areas immediately following inter-seeding. Mulch shall be applied by any method approved by the Owner's Representative that results in uniform application on the soil surface. Mulch shall be watered thoroughly after application. Erosion control blankets shall be applied on all slopes 4h:1v or steeper.

2.5 EROSION CONTROL BLANKET

Erosion control mulch blanket shall be applied to the lake edge slope as indicated on the drawings and on slopes 4h:1v or steeper as directed by the Owner. Erosion control mulch blanket shall be Futerra F4 netless, natural color, or approved equal.

2.6 FERTILZER

Fertilizer shall be commercial grade, free flowing, uniform in composition, and shall conform to applicable state and federal regulations. Granular fertilizer shall contain a minimum by weight, of 12% nitrogen (of which 50% shall be organic), 12% phosphorus, and 12% potassium (12-12-12). Fertilizer shall be applied to the cool season fescue plant communities. Prairie and wetland plant communities generally do not require fertilization. Fertilizer shall be applied at a rate of 400 lbs. per acre during or immediately after the seed is sown.

2.7 ADDITIONAL STRUCTURES

At the discretion of the Owner, the contractor shall install wildlife control fencing as directed. Fencing shall consist of galvanized wire mesh, 5 feet high, with u-channel posts set approximately on 6 foot centers.

3.0 EXECUTION

3.1 SITE PREPARATION

Prior to inter-seeding, sites shall be cleared and herbicided, mowed and/or burned as indicated in the project schedule, or as agreed during project coordination and the contractor's work plan. Areas shall be raked to expose bare soil. Cool season fescue seed areas shall receive an application of fertilizer prior to inter-seeding. Fertilizer shall be spread and disked into the soil to a depth of three to four inches.

3.2 INTER-SEEDING SCHEDULE AND RATES

Inter-seeding times may vary depending on project schedule and the different community types indicated on the plans. Recommended planting/inter-seeding dates are:

- 1) Dormant Inter-seeding:
- 2) Spring Inter-seeding:
- 3) Fall Inter-seeding:

October 30th - December 31st April 15th - May 15th August 15th - September 30th Refer to planting/seeding tables for seeding rates of various seed mixes. Adjustments may be made to the species and rates contained in the approved planting lists based on availability and subject to approval of the Owner.

3.3 INTER-SEEDING METHODS

- A. Submittals: The Contractor shall submit for approval by the Owner's Representative a plan and schedule for inter-seeding or planting at least thirty days prior to the scheduled commencement of work.
- B. General: No seeds shall be sown during high winds or when the seedbed is not in a proper condition for inter-seeding. The Owner's Representative shall examine and then approve any equipment to be used. Prior to starting work, all inter-seeding equipment shall be calibrated and adjusted to sow seeds at the proper inter-seeding rate. Equipment shall be operated in a manner to insure complete coverage of the entire area to be seeded. The Owner's Representative shall be notified 48 hours prior to beginning the inter-seeding operations. Any gaps between areas of growth greater than 8 square feet shall be reseeded or replanted.
- C. Sowing Seed: Prairie and wetland seeds shall be sown as to not be covered by more than ¹/₄ inch of cover.
- D. Broadcast Method: Inter-seeding shall be uniformly broadcast atop cleared ground during interseeding times specified. Installers shall check to ensure uniform and complete coverage. Dormant broadcast inter-seeding shall not be conducted when snow cover exceeds a 2-inch depth or areas are covered with ice.
- E. No-Till or Drill Method: If a rangeland type grass drill or no-till planter is used, rolling of the seedbed will not be required. Specified material shall be seeded in two (2) separate applications, with the second application being done perpendicular to the first. The placing of mulch will not be required when a no-till planter is used.
- F. Fertilization: Fertilizer shall be commercial grade, free flowing, uniform in composition, and shall conform to applicable state and federal regulations. Granular fertilizer shall contain a minimum by weight, of 12% nitrogen (of which 50% shall be organic), 12% phosphorus, and 12% potassium (12-12-12). Fertilizer shall be applied to the cool season Fescue Plant Communities. Prairie and Wetland Plant Communities generally do not require fertilization. Fertilizer shall be applied at a rate of 400 lbs. per acre during or immediately after the seed is sown.
- G. Mulching: Areas not requiring erosion control blanket and treated as a dormant inter-seeding will be seeded with a cover crop mixture according to seed mix specifications, and not require mulch application, unless directed otherwise by the Owner.

In the event that a mulch cover, other than erosion control blanket is needed, grain, weed-free straw mulch shall be applied at a rate of 2 tons of air-dry material to the seeded areas immediately following inter-seeding. Mulch shall be applied by any method approved by the Owner's Representative that results in uniform application on the soil surface. Mulch shall be watered thoroughly after application.

3.4 EROSION CONTROL BLANKET

Erosion Control Blankets shall be applied on slopes 4h:1v or steeper, and as indicated on the plans. For all areas that will receive an erosion control/mulch blanket, both the cover crop and the permanent matrix shall be installed, immediately followed by installation of the erosion control blanket. Inter-seeding shall only occur in areas that will receive erosion blanket installation on the same day, such that no seeded area remains unprotected for more than 8 hours. The blanket shall be properly installed with staples according to manufacturer's specifications.

3.5 ADDITIONAL STRUCTURES

At the discretion of the Owner's Representative, the Contractor shall install wildlife control fencing or other devices according to manufacturer's specifications. Wildlife structures will be paid for on a unit cost basis, if required.

3.6 FINAL INSPECTION AND ACCEPTANCE

- A. The contractor shall be responsible for satisfactory growth of all areas seeded/planted under the contract until final acceptance of the work.
- B. Satisfactory performance of the inter-seeding shall include the following:
 - 1). All seeded areas shall achieve a 90% vegetative coverage one year following interseeding. Vegetative coverage shall be determined by visual estimation of area cover.
 - 2). At least 30% of the perennial species seeded shall be observed one year following inter-seeding.
 - 3). By the end of the second growing season (as applies to contract) 90% of the ground as measured by area coverage shall be vegetated and 50% of the species observed shall be native and non-invasive.
- C. The Owner will evaluate vegetative coverage and species presence. As determined by the Owner, the Contractor shall conduct additional inter-seeding to meet minimum performance criteria at no additional cost to the Owner.

END OF SECTION 3

SECTION 4 PRESCRIBED BURNING

1.0 GENERAL

1.1 DESCRIPTION

This work shall consist of providing all materials, labor, tools, permits, plans, and equipment necessary to conduct prescribed burns for various restoration zones as noted on the schedule.

1.2 BASIS OF PAYMENT

Payment for prescribed burning shall be at the contract unit price as bid in the contract proposal under the item PRESCRIBED BURN. Burns shall result, at a minimum, of burn coverage (blackening) of 70% of the ground layer, as determined by the Owner's Representative.

1.3 QUALIFICATIONS

Firms or contractors conducting burns for the College must be a company or corporation that routinely provides controlled burning as a paid service. The contractor's personnel must be supervised on site by at least one State of Illinois Certified Prescribed Burn Manager. Crew bosses shall have a minimum of 3-years experience supervising line crews and firing operations. At least three references for burns of similar size and nature must be provided. The Owner shall have full discretion in evaluating burn crew boss credentials, and retain sole authority in accepting or rejecting bidders or quotes based on this evaluation.

1.4 SITE CONDITIONS

Prior to bidding, applicants are highly encouraged to visit the burn site and thoroughly familiarize themselves as to the nature and location of the proposed work. Failure to visit the site before bidding does not relieve the contractor of responsibilities for anything they would have been made aware of had they conducted an on-site inspection.

2.0 MATERIALS

2.1 BURN EQUIPMENT

Contractor to provide materials, tools, and all necessary equipment to satisfactorily complete the job.

2.2 PERMITS/PLANS/INSURANCE

Contractor to procure all permits necessary to conduct burns. Contractor to submit a burn plan to Owner prior and specific to each prescribed burn. Contractor to provide evidence of insurance covering "controlled burning operations of open/natural areas".

3.0 EXECUTION

3.1 SCHEDULED BURNS

Contractor shall conduct spring and fall prescribed burns for various zones as indicated in the attached schedule. Contractor shall meet with the College at the beginning of each fiscal year to discuss and determine the best times for burning the indicated zones for that year.

3.2 BURN PLAN

Contractor shall submit a Fire Prescription and Logistics Plan (Burn Plan) to the Owner for review at least 1 month prior to conducting any prescribed burns for the fiscal year. The Burn Plan shall include, but not be limited to the following:

- Copy of IDNR Prescribed Fire Manager Certification
- Site/zone description including mapping,

- Sources and contacts for emergency assistance,
- Fire break preparation needs,
- Required permits and notifications
- Preferred and allowable dates for scheduling burns,
- Personnel and equipment needs including communications for burn participants,
- Suppression contingencies in event of weather change or escape.

3.3 BURN NOTIFICATIONS AND IMPLEMENTATION

Contractor shall conduct prescribed burns in accordance with the Burn Plan, accepted by the Owner and in accordance with applicable permits. Contractor shall not conduct burns when conditions are not unfavorable or not approved by the Owner. Contractor shall notify the Owner and the Owner's Representative 24 hours in advance of conducting the prescribed burn. Contractor shall coordinate burn schedule with the Owner with sufficient time to allow the Owner to notify administration. Contractor shall contact the local fire authority regarding the scheduled burn times and locations.

3.4 MEETINGS AND REPORTS

- A. <u>Pre-Burn Meeting</u>: If determined necessary by the Owner, the Contractor shall attend a pre-burn meeting with the Owner and/or their Representative at the burn site to review and discuss conditions, hazards, burn strategies or issues.
- B. <u>Post-Burn Reporting</u>: The Contractor will be responsible for submitting a written burn report summarizing results of the burn, including weather conditions, on site conditions, issues, and recommendations.

3.5 WORK SITE SAFETY

All burning must be performed in accordance to conditions and criteria specified in the Burn Plan. The Contractor and all applicable personnel must remain on site until all ground fire is out and all mop-up work has been completed. Mop-up includes any and all actions to secure and/or extinguish logs, snags or other fuels that exist adjacent and outside of the subject burn zone. The Contractor will be responsible for monitoring all smoke emissions and execute appropriate smoke mitigation measures. The Contractor shall take any and all appropriate action to address unidentified and/or new hazards that may arise as the burn progresses.

END SECTION 4

SECTION 5 EVALUATION AND REPORTING

1.0 GENERAL

1.1 DESCRIPTION

This work shall consist of inventorying plants within zones, providing summary reports and meeting with Owner to review year end results and make recommendations for succeeding seasons.

1.2 BASIS OF PAYMENT

Payment for this work will be lump sum as bid in the proposal under the item <u>Evaluation and</u> <u>Reporting.</u>

2.0 MATERIALS

2.1 SUBMITTALS

- A. Annual monitoring/maintenance summary reports.
- B. Periodic maintenance summary reports with invoices.
- C. Periodic meetings.
- D. Close-out Inventory Report/Meeting end of fifth Fiscal Year.

3.0 EXECUTION

3.1 PERIODIC MONITORING/MAINTENANCE REPORTS

At the time invoices are submitted, the contractor shall submit to the Owner a summary in writing of the work done, areas treated, herbicides used and amounts, and any other relevant information or concerns noted.

3.2 ANNUAL MONITORING/MAINTENANCE AND SUMMARY REPORT

The contractor will prepare a year-end summary report, noting total areas treated, species treated, total herbicide use (including submittal of herbicide application data form), problems encountered, and any other pertinent information. The contractor will meet and submit said report to the Owner before December 15th. Note that the annual report for the fifth (last) fiscal year will not be needed as the close-out report will replace it. The year-end meeting will serve to review the report, and discuss items for the upcoming season.

3.3 SITE INVENTORY - FINAL FISCAL YEAR

Prior to the end of the contract, the contractor will conduct meander searches of the various zones, noting and documenting each species identified within the zones. Spacing of the meander searches may follow a grid pattern or as necessary to adequately identify species within a zone. Searches should be conducted at least twice in order to catch early spring-blooming species, and then later summer/fall species. Groupings of specific plants in specific locations should be noted as it may indicate a change in soil or hydrologic conditions. The general path of the meander search within each zone should be recorded. Photographs of species should be taken and documented. Results of the activity will be documented in a final fiscal year report. The report will summarize results and include data forms used and digital data (photographs, meander paths, etc.). An example of a meander search data form is noted in the following section.

3.4 CLOSE-OUT REPORT/MEETING

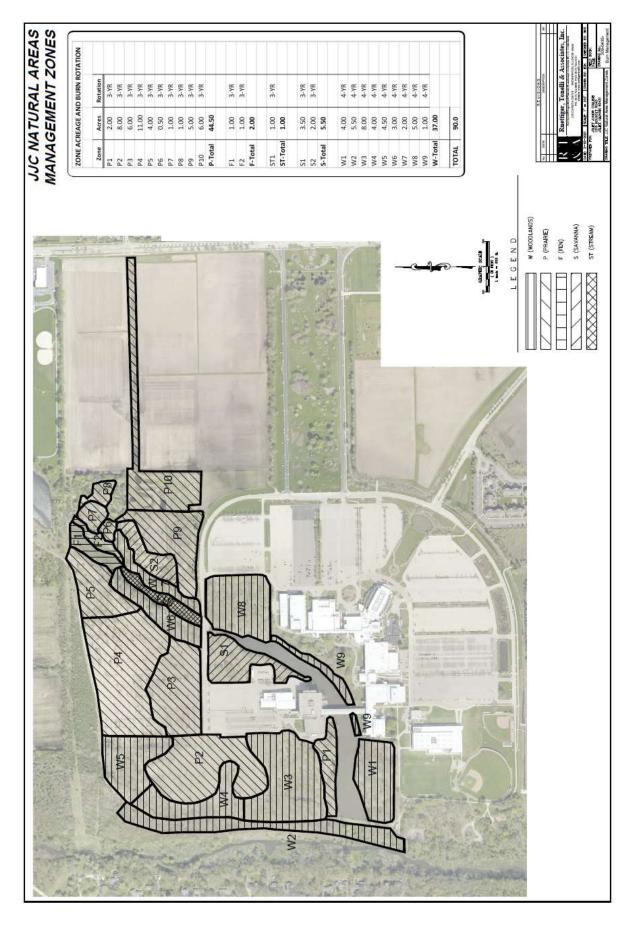
Prior to the end of the contract for the fifth Fiscal Year (June 30, 2026) the contractor will prepare a close-out summary report. The report will include a summary of work completed since the last summary report, and include overall status of the restoration areas, including an assessment of quality, problem areas, and recommendations. The report shall be submitted by the end of May. This report will take the place of the last fiscal year year-end report. The contractor will meet with the Owner and Owner's Representative to present the report and discuss issues and recommendations.

END OF SECTION 5

MAPS AND SCHEDULES

Page 20 of 23

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Example Meander Search Data Form

Appendix 2 -- Datasheet for Meandering Walk Protocol

Overall site:	Planting unit		Seed mix area name:
Prairie type:	Date:		Observer(s):
Start time:	End time:	Total time:	Area searched (ha):

Record species encountered, a general category for how abundant each species is based on the number of individuals (ind) encountered on the walk, and whether the individuals were localized or widespread.

Species Name	Abundance (Rare, Common, Abundant)	Distribution (Localized, Wide- Spread)	Species Name	Abundance (Rare, Common, Abundant)	Distribution (Localized, Wide Spread)
				1	
	N				

STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

For State Agency/State University Use Only

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of % based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. The availability of BEP certified vendors was determined using the following commodity/service codes; however Vendor is not required to rely solely upon these commodity/service codes in preparing the bid or offer:

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by

the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency/University.

- 2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.
- **3. BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at <u>www.sell2.illinois.gov/cms/business</u>, as well as the directories of other certifying agencies, but firms **must be** certified with CMS as BEP certified vendors at the time of bid or offer.
- 4. Vendor Assurance: Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
- 5. Calculating BEP Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - **5.1.** The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - **5.2.** A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.
 - **5.3.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is

not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- **5.4.** BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- **5.5.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency/University shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- **5.6.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. The Business Enterprise Council ("Council") or its delegate will consider the quality, quality and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that the Council or its delegate will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

6.1. In evaluating Vendor's good faith efforts, the Council or its delegate may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

- **6.2.** If the Council or its delegate determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- **6.3.** If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
- 7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - **7.1.** The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.
 - 7.2. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency/University. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
 - **7.3.** Substitutions of a BEP certified vendor may be permitted under the following circumstances:
 - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the BEP certified vendor to honor the bid or proposal price or scope;
 - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6. Failure of the BEP certified vendor to meet insurance, licensing or bonding requirements;
 - 7.3.7. The BEP certified vendor's withdrawal of its bid or offer; or
 - 7.3.8. Loss of certification of the BEP certified vendor.
 - **7.4.** If it becomes necessary to substitute a BEP certified vendor Vendor must notify the Agency/University in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency/University shall notify the Council or its delegate of the request to substitute a BEP

certified vendor or change the Utilization Plan. The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

- **7.5.** Where Vendor has established the basis for the substitution to the Agency/University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor.
- **7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- **7.7.** A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of Vendor's receipt of the Agency/University's approval for the substitution or other change.
- **7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
 - 7.8.1. Vendor shall submit quarterly reports documenting its utilization of BEP certified vendors, including the amount of payments made to BEP certified vendors in each quarter. Quarterly reports shall be submitted to the designated BEP contact person on forms provided by the BEP Compliance Department.
 - 7.8.2. Quarterly reporting periods shall be July 1 September 30 (1st Quarter), October 1 December 31 (2nd Quarter), January 1 March 31 (3rd Quarter), and April 1 June 30 (4th Quarter) of each fiscal year. Quarterly reports for the preceding quarter shall be due on or before the first day of each quarter.
 - 7.8.3. Vendor's failure to submit quarterly reports shall constitute a material breach of this contract and may subject Vendor to the remedies and penalties described in Section 7.10.
- **7.9.** The Agency/University will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- **7.10.** The Agency/University reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

(Vendor) submits the following Utilization Plan as part

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for , Illinois Procurement Bulletin

Reference Number . We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate.

Vendor submits the following statement:

- □ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- □ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- □ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: Title:

Telephone:

Email:

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

□ Utilize the Sell2Illinois website: <u>www2.illinois.gov/cms/business</u> to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- □ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- □ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- □ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- □ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- □ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- □ Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- □ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document <u>all</u> contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform. Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified BEP Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

LETTER OF INTENT

BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties**. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name:			Project/Solicitation	Project/Solicitation Number:			
Name of Prime Vendor:			BEP/VSB Complia	BEP/VSB Compliance Contact:			
Address:							
City:		State	:	Zip Code:			
Telephone:		Fax:	Email:				
Name of Certified B	EP or □ VSB V	endor:					
Address:		BEP/VSB Complia	BEP/VSB Compliance Contact:				
City:		State	:	Zip Code:			
Telephone:		Fax:	Email:				
Type of agreement:	□ Services	□ Supplies	Both Services/Suppl	lies			
Anticipated start date	of the Certified	BEP/VSB Vendor	:				
Proposed % of Co	ontract to be p	erformed by the	BEP/VSB Vendor.				
Proposed Subcontract	Amount, if kno	wn\$					
NOTE: The Prime Vendor BEP/VSB Vendor.	r must indicate t	he percentage of t	he estimated contract awa	ard that will be su	bcontracted to the certified		
Detailed description of	work to be pe	rformed or goods	s/equipment to be provid	ded by the BEP/V	SB Vendor:		

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified \Box BEP \Box VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A):	Certified BEP/VSB Vendor (Company Name and D/B/A			
Signature	Signature			
Print Name:	Print Name:			
Title:	Title:			
Date:				

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, <u>Public Contracts</u>, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **<u>MUST</u>** BE RETURNED WITH YOUR BID TO:

Joliet Junior College District #525 Office of Facility Services Main Campus L Building, L1005 1215 Houbolt Road Joliet, IL 60431-8938

<u>CERTIFICATE OF COMPLIANCE WITH</u> <u>ILLINOIS DRUG-FREE WORKPLACE ACT</u>

, does hereby certify pursuant to the *Illinois Drug-Free Workplace Act* (30 ILCS 580/) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By Authorized Agent

Date

SUBSCRIBED AND SWORN TO before me This _____ day of _____, 20__.

NOTARY PUBLIC

Joliet Junior College Natural Areas Restoration Maintenance Fiscal Years 2022 - 2026

REQUEST FOR BID

MULTI-YEAR CONTRACT WITH YEARLY OPTION FOR RENEWAL

Bidders shall present a bid covering lump sum prices for **five** fiscal years starting July 1, 2021 and ending June 30, 2026. Bidders shall present lump sum prices for items/tasks being bid for each fiscal year as noted. Prices for all five fiscal year tasks will be summed for the final bid amount. The final bid amount for all five fiscal years will be used, along with qualifications to determine the successful bidder. Successful bidder shall complete work for Fiscal Year 2022, and depending on performance, shall have the contract renewed for the succeeding Fiscal Year, and then renewed again for each Fiscal Year, upon mutual acceptance, to full contract completion on **June 30, 2026**.

BID FORM

To:	Joliet Junior College
	1215 Houbolt Road
	Joliet, IL 60431-8938

Project: Natural Areas Restoration Maintenance
Date:

Submitted by:

(Full Name)

(Address)

(City,State,Zip)

(Phone)

(Fax)

(Email)

PART 1: OFFER

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the Natural Areas Maintenance, and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete, in a workmanlike manner, the subdivision of work stated above in accordance with the bidding documents for the following sums:

A. TOTAL: BASE BID.

Bidder shall submit a Lump Sum price for the item or items being bid, (Summation of all 5 years from price schedule Item C ,# 2, Base Bid Amounts by Fiscal Year), which are the extension of the unit costs multiplied by the quantities as noted or remarked.

	Dollars
(numeric)	
(\$) In case of discrepancy the lesser amount shown will

govern. Bidder has included herewith, the Security Deposit as required by the Instructions to Bidders.

B. TOTAL: BASE BID + ALTERNATE BID.

Bidder shall submit a Lump Sum price for the item or items being bid, (Summation of all 5 years from price schedule Item C, # 3, Bid Amount + Alternate Bid by Year), which are the extension of the unit costs multiplied by the quantities as noted or remarked.

_____Dollars

(\$______) In case of discrepancy the lesser amount shown will govern. We have included herewith, the Security Deposit as required by the Instructions to Bidders.

C. PRICE SCHEDULE:

Proposal will be based on a lump sum bid based on unit prices for defined tasks premised on stated acreages for various landscape restoration zones. Unit and Lump Sum pricing for specific tasks as specified shall conform to the following:

- (a) UNIT PRICE: Payment will be based on actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items as noted.
- (b) LUMP SUM BID: Bidder shall submit a Lump Sum price for the item or items being bid.

Bidders shall provide unit pricing for tasks and summation totals based on unit costs multiplied by the given quantity. Some treatments may not be applicable to all zones, or only partially applicable.

1. UNIT PRICING: INTER-SEEDING

#	ITEM DESCRIPTION (see specifications)	UNIT	YR1	YR2	YR3	YR4	YR5
1	Mesic Prairie Seed Mix	AC	\$	\$	\$	\$	\$
2	Savanna/Prairie Seed Mix	AC	\$	\$	\$	\$	\$
3	Wet Prairie Seed Mix	AC	\$	\$	\$	\$	\$
4	Woodland Seed Mix	AC	\$	\$	\$	\$	\$
5	Transition Seed Mix	AC	\$	\$	\$	\$	\$
6	Erosion Control/Mulch Blanket	SF	\$	\$	\$	\$	\$
7	Wildlife Fencing (per 2.7, Seeding Specifications)	LF	\$	\$	\$	\$	\$

2. SUMMARY: BASE BID AMOUNTS BY FISCAL YEAR

(Summation of Item # Totals by fiscal year, which are the extension of the unit costs multiplied by the quantities as noted or remarked).

#	ITEM	\$\$	WRITTEN DESCRIPTION	
1	Year One			Dollars
2	Year Two			Dollars
3	Year Three			Dollars
4	Year Four			Dollars
5	Year Five			Dollars

3. SUMMARY: BASE + ALTERNATE BID AMOUNTS BY FISCAL YEAR

(Summation of Item # Totals by fiscal year, which are the extension of the unit costs multiplied by the quantities as noted or remarked).

#	ITEM	\$\$	WRITTEN DESCRIPTION	
1	Year One		Dol	lars
2	Year Two		Dol	lars
3	Year Three		Dol	lars
4	Year Four		Dol	lars
5	Year Five		Dol	lars

4. BASE BID AMOUNTS BY TASKS

#	BASE BID	QTY	UNIT	UNIT	TOTALS
1	FY 2022 – Spot Herbicide/Selective Mow				
	Herbaceous Woody Material – Prairie/Wetland Zones	53	AC	\$	\$
	P1-P10, F1-2,S1-2,ST1				
2	FY 2022 - Spot Herbicide/Selective Mow				
	Herbaceous/Woody Material - Woodland Zones W1 -	37	AC	\$	\$
	W9			Ŧ	*
3	FY 2022	-		â	<u>^</u>
-	Prescribed Burn Prairie Zones P5, P9	9	AC	\$	\$
4	FY 2022				
	Prescribed Burn Woodland Zones W3	8	AC	\$	\$
5	FY 2022				
Ŭ	Monthly/Annual Reports, Meetings	1	LS	\$	\$
	Montaly/randal reports, weekings				
	FY 2022 Base Bid Total				\$
6	FY 2023 – Spot Herbicide/Selective Mow	53	AC	\$	\$
	Herbaceous/Woody Material – Prairie/Wetland Zones	53	AC	Ф	Ф
-	P1-P10, F1-2,S1-2,ST1				
7	FY 2023 - Spot Herbicide/Selective Mow	07		¢	¢
	Herbaceous/Woody Material - Woodland Zones W1 -	37	AC	\$	\$
	W9				
8	FY 2023				•
	Prescribed Burn Prairie Zones P1, P2, P4, P6, P7, F2,	28	AC	\$	\$
	ST1, S1				
9	FY 2023	11	AC	\$	\$
	Prescribed Burn Woodland Zones W2, W5, W9		/.0	Ŷ	Ψ
10	FY 2023	1	LS	\$	\$
	Monthly/Annual Reports, Meetings		20	Ŷ	Ŷ
					\$
	FY 2023 Base Bid Total				Ŷ
11	FY 2024 - Spot Herbicide/Selective Mow				
	Herbaceous/Woody Material - Prairie/Wetland Zones	53	AC	\$	\$
	P1-P10, F1-2,S1-2, ST1				
12	FY 2024				
	Spot Herbicide/Selective Mow Herbaceous/Woody	37	AC	\$	\$
	Material - Woodland Zones W1 – W9				
13	FY 2024	40		¢	¢
	Prescribed Burn Prairie Zones P3, P8, P10, F1, S2	16	AC	\$	\$
14	FY 2024	~		¢	¢
	Prescribed Burn Woodland Zones W1, W8	9	AC	\$	\$
15	FY 2024			A	¢
-	Monthly/Annual Reports, Meetings	1	LS	\$	\$
					•
	FY 2024 Base Bid Total				\$
16	FY 2025 - Spot Herbicide/Selective Mow				
.0	Herbaceous/Woody Material - Prairie/Wetland Zones	53	AC	\$	\$
	P1-P10, F1-2, S1-2, ST1	55		Ψ	Ψ
17	FY 2025				
	Spot Herbicide/Selective Mow Herbaceous/Woody	37	AC	\$	\$
	Material - Woodland Zones W1 – W9	57		Ψ	Ψ
					I

18	FY 2025	0	40	¢	¢
	Prescribed Burn Prairie Zones P5, P9	9	AC	\$	\$
19	FY 2025	5	AC	\$	\$
	Prescribed Burn Woodland Zones W6, W7	Ŭ		+	¥
20	FY 2025	1	LS	\$	\$
	Monthly/Annual Reports, Meetings				
	FY 2025 Base Bid Total				\$
21	FY 2026 - Spot Herbicide/Selective Mow Herbaceous/Woody Material - Prairie/Wetland Zones P1-P10, F1-2,S1-2, ST1	53	AC	\$	\$
22	FY 2026 - Spot Herbicide/Selective Mow Herbaceous/Woody Material - Woodland Zones W1- W9	37	AC	\$	\$
23	FY 2026 Prescribed Burn Prairie Zones P1,P2,P4,P6,P7,F2,S1,ST1	25.5	AC	\$	\$
24	FY 2026 Prescribed Burn Woodland Zones W3	8	AC	\$	\$
25	FY 2026 Conduct Meander Surveys of Zones	1	LS	\$	\$
26	FY 2026 Monthly/Annual Reports, Meetings	1	LS	\$	\$
	FY 2026 Base Bid Total				\$
	BASE BID TOTAL				\$

5. ALTERNATE BID AMOUNTS BY TASKS

- College may elect to accept one or more of the following tasks in the order given.

#	ALTERNATE BID	QTY	UNIT	UNIT \$	TOTALS
1	FY 2022 Seed – Mesic Prairie Seed Mix	5	AC	\$	\$
2	FY 2023 Seed – Mesic Prairie Seed Mix	5	AC	\$	\$
3	FY 2024 Seed – Mesic Prairie Seed Mix	5	AC	\$	\$
4	FY 2025 Seed – Mesic Prairie Seed Mix	5	AC	\$	\$
5	FY 2026 Seed – Mesic Prairie Seed Mix	5	AC	\$	\$
	ALTERNATE BID TOTAL				\$

PART 2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, we will:

- A. Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B. Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in the Instruction to Bidders.
- C. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Instruction to Bidders.
- D. Commence work as established by the written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Security Deposit shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

PART 3 CONTRACT TIME

If the Bid is accepted, we will:

- A. Complete the work in manner consistent to meet the requirements of the schedule (______) consecutive calendar days from the date established as the Date of Commencement in the Notice to Proceed.
- B. Contractor has examined the Schedule included in these documents and takes no exception, or records the following exceptions:

PART 4 CONTRACTOR'S FEES FOR CHANGES IN THE WORK

Lump Sum of Time and Materials Changes: We the undersigned bidder agree that the following percentages for overhead and profit shall be added to job costs for the

net amount of work added to or deleted from the contract by written lump sum or time and material change orders recommended by the Engineer and approved by the Owner:

Add to net extra for job costs for additional work performed by:

Our own forces 12% Our subcontractor 5% (including assigned subcontractors)

Note: Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed above.

PART 5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum #	Dated	
Addendum #	Dated	
Addendum #	Dated	

PART 6 SUBCONTRACTORS

A. The following work will be performed (or provided) by the Subcontractors we have indicated below:

	Name of Subcontractor		Work Performed
1		_	
2		_	
3.			
<u> </u>		-	
7.		-	

B. We understand, and hereby agree, that we are obligated to use the indicated subcontractors, unless prior written permission to change has been obtained from the Owner.

PART 7 RELATED WORK EXPERIENCE

List a minimum of three jobs of similar type and scope performed in the last five years:

1.	Client:
	Building:
	Phone:
	Contact Name:
	Dollar Amount:
2.	Client
2.	Client:
	Building:
	Phone:
	Contact Name:
	Dollar Amount:
3.	Client:
	Building:
	Phone:
	Contact Name:
	Dollar Amount:

PART 8 BID FORM ADDITION

Apprenticeship and Training Certification - NOT REQUIRED

PART 9 CONTRACTOR EVALUATION

Upon completion of the project, a Construction Contractor Performance Evaluation form will be completed by the A/E and the JJC Project Coordinator. The contractor will be evaluated in the following categories:

- Professionally Administered and Supervised Work
- Business Practices
- Overall Performance
- Workmanship
- Timeliness
- Project Management

PART 10 BID FORM SIGNATURES(S)

The Corporate Seal of:

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

(Seal)

(Authorized signing officer)

(Title)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION