## THE VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

# RESOLUTION NO. 2021-R-019

## A RESOLUTION APPROVING THE SECOND EXTENSION CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO, INC. FOR 2020 NATURALIZED STORMWATER AREAS MAINTENANCE

## JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG WILLIAM P. BRADY WILLIAM A. BRENNAN DIANE M. GALANTE MICHAEL W. GLOTZ MICHAEL G. MUELLER Board of Trustees

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Cardno, Inc. of Monee, Illinois, a true and correct copy of such First Extension Contract being attached hereto and made a part hereof as <u>EXHIBIT 1</u>; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 16<sup>th</sup> day of March, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Glante, Glotz, Mueller

NAYS: None

#### **ABSENT:** None

APPROVED this 16<sup>th</sup> day of March, 2021, by the President of the Village of Tinley Park.

Village President

## **EXHIBIT 1**

## CARDNO, INC. AGREEMENT



STATE OF ILLINOIS ) COUNTY OF COOK ) SS COUNTY OF WILL )

## CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-019, "A RESOLUTION APPROVING THE SECOND EXTENSION CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO, INC. FOR 2020 NATURALIZED STORMWATER AREAS MAINTENANCE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of March 2021.

## VILLAGE OF TINLEY PARK

## **SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Cardno, Inc** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred eighty nine thousand five hundred and 00/100 Dollars (\$189,500.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## **Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

<u>Cardno Inc.</u> Name of Contractor (please print)

itted by (signature)

Assistant Vice President Title

## Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

<u>Cardno Inc.</u> Name of Contractor (please print)

Submitted by (signature)

<u>Assistant Vice President</u> Title

## **Employment of Illinois Workers on Public Works Act**

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

<u>Cardno Inc.</u> Name of Contractor (please print)

Submitted by (signature)

Assistant Vice President Title

## **SCOPE OF SERVICES**

## Attached Scope of work for <u>Naturalized Stormwater Area Maintenance</u> as detailed in:

Proposal Title <u>Naturalized Stormwater Area Maintenance</u> dated <u>August 2018</u>

#### I. GENERAL TERMS AND CONDITIONS

#### 1.Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

#### 2.Confidentiality.

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

#### **3.Reserved Rights:**

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

#### **4.Incurred Costs:**

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

#### 5.Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

#### **6.Discussion of RFP:**

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

#### 7.Contract Period:

This annual contract period is anticipated to begin on April 15<sup>th</sup> and end on November 15<sup>th</sup>. In the initial year, work will begin as soon as the contractor can mobilize.

#### 8. Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

#### 9.Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

#### 10. Interpretations or Correction of Request for Proposals:

Responders shall promptly notify the Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

#### 11. Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of responses to the RFP, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

#### **12. Taxes:**

The Village is exempt from paying certain Illinois State Taxes.

#### **13. Non-Discrimination:**

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

#### **14.** Insurance: *Please submit certificate with your response.*

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- a. Worker's Compensation Insurance covering all liability of the Responder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.
- b. General Liability:

#### General Aggregate Limit \$2,000,000

#### Each Occurrence Limit \$1,000,000

c. Professional Liability to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit \$2,000,000 Each Occurrence Limit \$1,000,000

#### d. Comprehensive Automobile Liability, Bodily Injury, Property Damage:

General Aggregate Limit \$1,000,000 Each Occurrence Limit \$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured by endorsement as their interest may appear;
- Be provided within thirty (30) days notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

#### 15. Change in Status:

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

#### 16. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Request for Proposals; and the Contractor's Response to RFP.

#### 17. Submittal and Evaluation Factors:

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work on a regular basis in a timely manner;
- B. Experience with other Municipalities;
- C. Demonstrated success at comparable sites;
- D. Communication with the Village; and
- E. References.

#### II. BACKGROUND

Following is a list of sites that have been identified by the Village as priority sites that need restoration, enhancement and/or management. See the site maps attached to this document for a clarification of the areas of work.

**Cork Rd Pond**-This 2.7-acre wet bottom pond area located just west of Cork Road is connected to a creek line heading south west that leads into other bodies of water. There are residential backyards that outline the north and east sides of the pond. This contract includes the sloped perimeter areas around the pond and the pond itself, but not the creekline or the larger area to the west. The pond has occasional algae blooms and had regular aquatic management and treatments in recent years. The shorelines have some erosion and invasive species management is needed. Those areas have only had sporadic stewardship activities in recent years.

**Pond G** - This 8.8 acre wetland pond is located along the west side of 80<sup>th</sup> Ave just south of 171<sup>st</sup> St. In 2012, a restoration project was completed, and the site is now fully vegetated with native wetland plants and some cattail areas. Site stewardship was pretty consistent in recent years. It was just burned in April 2018. The site needs ongoing stewardship of the native plant communities and to control the cattail areas to prevent them from spreading.

**Settler's Pond East**- This wet bottom pond is 8.5 acres, located on the east of Sayre Ave in between 177<sup>th</sup> St and 179<sup>th</sup> St. This pond has had consistent restoration work and burns in recent years. The site needs regular stewardship to continue. It is scheduled for a burn in spring 2018.

**Settler's Pond West**- This wet bottom pond is 7.6 acres, located on the west side of Sayre Ave in between 177<sup>th</sup> St and 179<sup>th</sup> St. This pond has not had much in the way of restoration work or burns in recent years. We anticipate a workload focused on invasive species management for at least an entire growing season before enhancements can begin.

**Tinley Park Public Library Prairie and Detention Basin-** This site has a 3.1 acre prairie and a 3.5 acre detention basin area with naturalized perimeters. A restoration project began in 2015 and the site has received ongoing enhancements and stewardship since that time, so the native plant communities are

really just starting to establish. This site is managed by the Tinley Park Public Library, which is a separate decision making body from VOTP. The site was last burned in 2016.

**Tinley Terrace**- A 2-acre, wet bottom pond, surrounded by a substantial naturalized edge, located behind the homes on the south side of Terrace Dr between 66<sup>th</sup> Av and Skyline Dr. The shorelines need invasive species to be controlled, but there are some desirable native plants present as well. In past years this site has received aquatic treatments to prevent fish kills and algae blooms. The site receives a lot of complaints and interest from the surrounding neighbors, so aesthetics are a big concern.

**Town Point Basin**- This is a 3.5-acre dry bottom pond, with pockets of naturalized vegetation lining some of the upland portions, and two interpretive signs. It's located just SE of the intersection of 179<sup>th</sup> St and 88<sup>th</sup> Av. The site has not had consistent stewardship in recent years and some areas have high concentrations of invasive species. There are lots of resident complaints, particularly about aesthetics.

## III. SCOPE OF SERVICES

#### SITE PREPARATION

- 1. Brush Clearing and Tree Thinning:
  - a. Description: Per hour unit cost to clear non-native brush, non-native trees and/or select native trees for the purposes of ecosystem restoration. Pricing must include cutting plants by hand flush to the ground, applying herbicide to the cut stump immediately after cutting, disposal of the cut material off-site and execution of re-sprout treatments until performance criteria are met. Maximum size of trees requiring removal under this line item will be four inches diameter at breast height (4" DBH). Stump treatments must be applied using a sponge applicator unless otherwise approved in writing by the Village.

#### b. Products:

- i. For Honeysuckle species (Lonicera spp.):
  - 1. Razor Pro or Equivalent (Glyphosate 41.0%)<sup>1</sup>
  - 2. Aquaneat or Equivalent (Glyphosate 53.8%, Aquatic Labeled)<sup>1</sup>
- ii. For all other species:
  - 1. Tahoe 4E or Equivalent (Triclopyr Ester 61.6%)<sup>3</sup>
- iii. With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized only with written approval by the Village.
- c. Performance: Ninety-nine percent (99%) of all target species stems removed and/or treated with appropriate herbicide resulting in Ninety-nine percent (99%) plant death.

<sup>1</sup>Basic Herbicide Product Classification <sup>2</sup>Premium Herbicide Product Classification <sup>3</sup>Specialty Herbicide Product Classification

- 2. Boom-Spray Herbicide Application:
  - a. Description: Per square yard unit cost to apply non-selective herbicide mixtures using a boom spray or pistol spray application in preparation of planting operations. Pricing must

include layout of proposed application area with pin flags, the initial application and any follow-up applications required to meet the performance criteria.

- b. Products:
  - i. Razor Pro or Equivalent (Glyphosate 41.0%)<sup>1</sup>
  - ii. Aquaneat or Equivalent (Glyphosate 53.8%, Aquatic Labeled)<sup>1</sup>
  - iii. With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized only with written approval by the Village.
  - iv. Herbicides to be mixed by the Contractor in desired concentrations for the vegetation to be treated.
- c. Performance: Ninety-nine percent (99%) brown out of treated vegetation.

<sup>1</sup>Basic Herbicide Product Classification <sup>2</sup>Premium Herbicide Product Classification <sup>3</sup>Specialty Herbicide Product Classification

- 3. Shoreline Grading:
  - a. Description: Per linear foot unit cost to re-grade pond shorelines that exhibit up to twenty four inches (24") of vertical cut erosion. Pricing must include layout of the proposed grading and soil distribution areas using pin flags, de-watering (if required), grading of soil by hand or by use of appropriate machinery (i.e. mini excavator), finish grading in preparation for planting, removal of clods and debris, and re-distribution of excess soil onsite.
  - b. Products: N/A
  - c. Performance: Shoreline provides a smooth transition from top of slope into the water; large clods, roots, stones, sod, and other debris are not present; and excess soil has been re-distributed on site.
- 4. Soil Tilling:
  - a. Description: Per square yard unit cost to till an area in preparation for planting. Pricing must include layout of the tilling area using pin flags, tilling, and surface preparation (i.e. raking or dragging).
  - b. Products: N/A
  - c. Performance: Minimum tilling depth of four inches (4"); large clods, roots, stones, sod and other debris are not present.
- 5. Soil Scarification:
  - a. Description: Per square yard unit cost to scarify an area in preparation for planting. Pricing must include layout of the area to be scarified using pin flags and
  - b. Products: N/A
  - c. Performance: Disruption of a minimum seventy five percent (75%) of the soil surface no greater than one-half inch  $(\frac{1}{2})$  deep.

#### **SOIL AMENDMENTS**

- 6. Soil Testing:
  - a. Description: Per sample unit cost to test soils within a designated area for physical and nutritional analysis. Pricing must include soil sampling, soil testing (including any delivery fees), soil test analysis report with any soil amendment recommendations.
  - b. Products:
    - i. Soil testing professional shall be: Dirt-N-Turf Consulting, Inc.
      542 Clark Street Hinckley, IL 60520 Contact: David Marquardt, BSPC PH: 630-251-1511 e-mail: <u>dave@dirt-n-turf.com</u> -or approved substitution
  - c. Performance: Submit soil test analysis report and corresponding fertilizer/amendment recommendations to the Village within thirty (30) days of sampling.
- 7. Fertilizers, applied:
  - a. Description: Per pound unit cost to apply soil fertilizers and/or amendments as recommended by the soil test analysis report. Pricing must include application of the recommended product utilizing a rotary or drop-style spreader.
  - b. Products:
    - i. Gypsum: Agricultural grade, minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.
    - ii. Hi-Cal Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
      - 1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
      - 2. Provide lime in form of ground dolomitic limestone.
    - iii. Milorganite 6-4-0
    - iv. Monoammonium Phosphate (MAP) 11-52-0
    - v. Sulphate of Potash (SOP) 0-0-50
    - vi. UMAXX Water Soluble Green Stabilized Fertilizer 46-0-0
  - c. With adequate documentation of efficacy and appropriateness, alternate fertilizers and/or soil amendments may be utilized only with written approval by the Village.
  - d. Performance: Even distribution of fertilizers and/or amendments as specified by the soil analysis report.

#### **PLANTING OPERATIONS**

8. Seed, Installed:

- a. Description: Per square foot unit cost for the installation of the specified native seed mixes found as an appendix to these RFP documents. Pricing must include preparation of a native seed evaluation matrix submittal for seed approval prior to installation, inspection of native seed prior to installation, layout of seeding areas using pin flags, and the installation of native seed. The seed pricing must also include cover crop seed and mycorrhizal inoculants as incidental costs to the line item.
  - i. Optimal Installation Timeframe
    - 1. Spring: March 1st June 30th
    - 2. Dormant: September 15th October 31<sup>st</sup>
  - ii. Alternate seeding installation times must be approved in writing at the discretion of the Village prior to planting. The approval of an alternate seeding installation time shall not relieve the Contractor from their performance obligations as outlined in the performance section of this document. All performance criteria shall be enforced.
  - iii. Seed installation methods must be approved in writing by the Village, but generally must follow one of the following processes:
    - For inter-seeding into prepared existing vegetation seed shall be drilled by a modified\* 3-box rangeland type no-till drill designed to plant native grass and forb seed (such as the Truax No-Till Drill) if the soil is firm enough. [\*Prior to seeding, detach the bottom portion of half (1/2) of the small box seeding tubes so that a portion of the seed is surface sown instead of drilled into the soil]
    - 2. For tilled planting areas, newly graded sites or other loose soil conditions seed shall be drop-seeded by a 3-box rangeland type dropseeder designed to plant native grass and forb seed (such as the Truax Trillion or Belco Greenscape seeder).
    - 3. If site conditions prohibit the use of mechanized seeding equipment, broadcasting of seed is acceptable on exposed soil only. If seed is broadcast, it shall be mixed with an equal amount of inert filter (such as sand, vermiculite, rice hulls, etc.) to enable an even distribution of seed. Seed shall be broadcast in three (3) separate applications:
      - a. Broadcast half (1/2) of the specified native grass seed first. Drag the seeding area utilizing a rake or similar equipment, work native grass seed into the soil achieving a final planting depth between 0.25'' (1/4'') - 0.5'' (1/2'').
      - Broadcast remaining native grass seed, cover crop and one-third (1/3) of the remaining seed mixture (sedges/rushes/forbs), reserving 100% of any species indicated as "surface sown" in Appendix-B. Lightly drag the seeding area utilizing a rake or similar equipment, working the native seed into the soil achieving a final planting depth between 0.0625" (1/16") 0.25" (1/4").
      - c. Broadcast remaining seed directly atop prepared seedbed. Do not drag or rake.

- d. Where site conditions allow it, roll or cultipack broadcast seeded areas immediately after installation to ensure good seed-to-soil contact.
- b. Products (See Appendix):
  - i. Transitional Buffer Seed Mix
  - ii. Mesic-Dry Prairie Seed Mix
  - iii. Wetland Seed Mix
  - iv. Wet-Mesic Shade Seed Mix
  - v. Mesic-Dry Shade Mix
  - vi. Seed Quality Requirements:
    - 1. All seeds shall comply with the Federal Seed Act and shall be of straight species, no horticultural varieties shall be acceptable.
    - Contractor shall provide a fresh clean crop of the specified seed species. All native seed supplied shall be from seed lots tested by a qualified seed testing laboratory, certificates for each lot of each species tested must be supplied to the Village directly from the testing laboratory.
      - "Bearded" forb species seed (Aster, Solidago, Liatris, etc.) shall be provided as defluffed/debearded seed. Legume species (Dalea, Lespedeza, Desmodium, etc.) shall be provided as de-hulled seed.
      - b. All native seed shall be provided on a pure live seed (PLS) basis. Seed supplied to the site shall contain documentation of PLS testing and, if required, adjustment of the seed weights to provide 100% PLS standards. If rounding is required during PLS adjustment calculations, the adjustment shall always be rounded up. PLS adjustment must be based on seed test results dated no more than 12 months prior to the anticipated seed installation date. Minimum PLS percentage for any species shall be 70%.
      - c. Seed containing noxious weeds will not be accepted. Seed containing weed seed in excess of 0.25% will not be accepted.
      - d. All seed shall be shipped in single species containers directly from the supplier and shall be mixed at the time of planting by the Contractor. At no time shall seed species be mixed by the supplier unless approved in writing by the Village.
      - e. All seed shall be furnished in transparent sealed containers unless otherwise approved in writing by the Village.
      - f. Seed packaging shall be legibly tagged as to supplier name & address, project name, seed mix name, species scientific name, species common name, lot number, specified quantity (adjusted for planting area), and PLS adjusted quantity (adjusted for planting area).
      - g. Seed that has become wet (unless as a result of stratification), moldy, or otherwise damaged in transit or storage will not be acceptable.

- All Native Seed mixes will be accompanied by a cover crop consisting of Avena sativa (Seed Oats) at a rate of twenty (20) pounds per acre with Spring planting or ReGreen™ (Wheat x Wheatgrass hybrid) cover crop at a rate of twenty (20) pounds per acre for Fall plantings.
- i. All Native Seed mixes will be accompanied by a granular form of endomycorrhizal inoculum at a minimum rate of forty (40) pounds per acre and rhizobia inoculum for the appropriate plant species at rates recommended by the native plant nursery. Contractor shall provide proof that the Mycorrhizal inoculum utilized contains a majority of live spores.

#### c. Performance:

- i. General:
  - 1. Final determinations of species dominance, richness, coverage and/or distribution are subject to verification by the Village.
  - 2. Final determinations of plant vigor are subject to verification by the Village.
  - 3. Zero (0) aggressive native species, non-native species, nor invasive species shall be allowed to become established on the site and/or be allowed to colonize.
  - 4. With the exception of planted cover crops, none of the top five (5) dominant species within any planting area shall be aggressive native, non-native or invasive species (See Appendix). Dominance shall be determined by ocular assessment using meander methodology.
  - 5. Seed installations that receive Substantial Completion prior to July 15<sup>th</sup> will be considered undergoing one full growing season in October of the same year. Installations receiving Substantial Completions after July 15<sup>th</sup> will not be considered having undergone one full growing season until June 15<sup>th</sup> the following year.
- ii. Within three (3) months of seed installation or by June 1st of the following year if seed installation is completed in the fall:
  - 1. Total vegetative aerial cover in all areas seeded with cover crop shall be greater to or equal than seventy-five percent (75%) as measured using meander methodology.
- iii. By the end of the first (1st) growing season, in addition to fulfilling the above:
  - 1. Total vegetative aerial cover in all Native Seed areas shall be greater to or equal to ninety percent (90%) as measured using meander methodology.
  - 2. Twenty-five percent (25%) of the Native Seed species installed within each plant community shall be alive and apparent.
- iv. By the end of the second (2nd) growing season, in addition to fulfilling the above:
  - 1. Fifty percent (50%) of the Native Seed species installed within each plant community shall be alive and apparent. This standard does not apply to emergent or streamside communities.
  - 2. Native vegetative aerial cover within Native Seed planting areas shall be at least forty percent (40%) as measured using meander methodology.
- v. By the end of the third (3<sup>rd</sup>) growing season, in addition to fulfilling the above:
  - 1. General:

- a. Based on the results of the meander survey, the Native Mean C-Value and the Native FQI shall increase each successive year after planting.
- b. There shall be no area(s) greater than 0.25 m2 that is devoid of vegetation.
- c. There shall be no rills, gullies or other evidence of significant or on-going erosion or areas of high erosion potential present throughout the project area.
- 2. Native vegetative aerial cover within Native Seed planting areas shall be at least eighty-five percent (85%) as measured using meander methodology.
- To ensure species richness at the local level, any given square meter (1.0 m2) within Native Seed planting areas shall contain a minimum of three (3) different acceptable species and shall include at least one (1) species seeded as specified.
- 4. The following floristic quality standards shall be achieved for each Native Seed plant community:
  - a. Dry-Mesic Prairie
    - i. Total FQI 21.3
    - ii. Total Mean C Value 2.8
    - iii. Native FQI 28.4
    - iv. Native Mean C Value 4.6
  - b. Wet-Mesic Prairie
    - i. Total FQI 16.9
    - ii. Total Mean C Value 2.1
    - iii. Native FQI 22.5
    - iv. Native Mean C Value 3.5
  - c. Wetland
    - i. Total FQI 16.5
    - ii. Total Mean C Value 2.1
    - iii. Native FQI 22.0
    - iv. Native Mean C Value 3.5
  - d. Mesic-Dry Shade
    - i. Total FQI 22.5
    - ii. Total Mean C Value 2.4
    - iii. Native FQI 29.9
    - iv. Native Mean C Value 4.0
  - e. Wet-Mesic Shade
    - i. Total FQI 18.6
    - ii. Total Mean C Value 2.2
    - iii. Native FQI 24.8
    - iv. Native Mean C Value 3.6

- 9. Plugs, Installed:
  - Description: Per plant unit cost for the installation of native plugs. Pricing must include inspection of plant material prior to installation, layout of planting area using pin flags, installation of plants, initial watering after planting, regular watering during establishment (6-8 weeks following installation), establishment plug counts as part of performance monitoring, and replacement planting until the performance criteria are met.

- i. Optimal Installation Timeframe
  - 1. April 1st June 15th
- ii. Alternative Installation Timeframe
  - 1. June 15th –September 30th: Planting of herbaceous plants during this period can only be conducted if consistent irrigation is provided.
  - 2. October 1st March 31st: Planting of herbaceous plants during this period can only be conducted if the shrink-swell potential of the soil is low.
- iii. Alternate herbaceous plant installation times must be approved in writing at the discretion of the Village prior to planting. The approval of an alternate herbaceous plant installation time shall not relieve the Contractor from their performance obligations as outlined in the performance section of this document. All performance criteria shall be enforced.
- b. Products:
  - i. Common Species: Consists of native species fairly common within the industry and generally priced similarly. See Appendix for a list of Common Species.
  - ii. Specialty Aquatic Species: Consists of native aquatic species that are more difficult for nurseries to grow, require larger growing containers, and/or are more difficult for Contractors to install typically making them more costly than Common Species plugs. See Appendix for a list of Specialty Aquatic Species.
  - iii. Specialty Woodland Species: Consists of native woodland species that are more difficult for nurseries to grow and/or require larger growing containers typically making them more costly than Common Species plugs. See Appendix for a list of Specialty Woodland Species.
  - iv. Plant Quality Requirements:
    - 1. All plant materials, methods, etc. are to conform to the Standards of the American Association for Nursery Stock (ANSI Z60.1-2004). In the event there is a discrepancy between these standards and this Document, the most restrictive requirement shall govern. Following are acceptable standards for plugs in the sizes as specified:
      - a. <u>2" Potted Material</u> provided in plug trays that are configured to grow plugs at least 2" in diameter/square by 4-1/2" deep (minimum 11.5 in<sup>3</sup> dry soil volume), unless otherwise approved in writing by the Village.
      - b. <u>1 Quart Material</u> provided in thermo or vacuum formed pots that are at least 4-3/8" diameter/square by 4-3/4" deep (minimum 57.8 in<sup>3</sup> dry soil volume), unless otherwise approved in writing by the Village.
    - 2. All plants shall be of straight species, no horticultural varieties shall be acceptable unless otherwise specified.
    - 3. Herbaceous perennial plant containers shall be legibly tagged as to name and size of container and shall be true to species.
    - 4. All plants shall be alive, healthy, hydrated, and in a vigorous growing condition at the time of delivery.

- 5. All plants will be inoculated with a broad-spectrum mycorrhizal fungi mix unless otherwise approved by the Village. All leguminous species must be inoculated with the proper strain of rhizobia inoculum.
- 6. For aquatic, ephemeral or other specific types of native species, Bare Root stock may be utilized upon written approval by the Village.
- Contractor shall provide written documentation to the Village as to the source of supply, quantities, and species by scientific & common name of the herbaceous perennial plants ordered prior to installation (e.g. supplier's invoice).

#### c. Performance:

- i. General:
  - 1. Final determinations of species dominance, richness, coverage and/or distribution are subject to verification by the Village.
  - 2. Final determinations of plant vigor are subject to verification by the Village.
  - 3. Plant installations that receive Substantial Completion prior to July 15<sup>th</sup> will be considered undergoing one full growing season in October of the same year. Installations receiving Substantial Completions after July 15<sup>th</sup> will not be considered having undergone one full growing season until July 15<sup>th</sup> the following year.
- ii. By the end of the first (1st) growing season:
  - 1. Native Herbaceous Planting Areas:
    - a. Contractor shall provide establishment plug counts thirty (30) calendar days prior to the end of the first full growing season for each plug planting area. Plug count methodology shall be submitted to the Village for approval prior to any plugs being installed. Plug counts shall be submitted to the Village for review and will be field verified by the Village prior to final acceptance.
    - b. No less than ninety percent (90%) of any native herbaceous plant material installed shall be alive and in vigorous condition, this standard shall apply to each planting area where native herbaceous plants are installed. If less than ninety percent (90%) of any native herbaceous plant material installed survive the first full growing season, the plants shall be replaced so that the ninety percent (90%) criteria is achieved within each applicable planting area.
- 10. Herbivory Protection, Installed:
  - a. Description: Per linear foot unit cost for herbivory protection fencing when needed to protect installed plugs in or adjacent to bodies of water. Pricing must include the installation of a double row of fencing (i.e. 10 LF of line item is actually 20 LF of fencing), regular maintenance of fencing during plant establishment and removal of fencing after plants are established or as otherwise directed by the Village.
  - b. Products:
    - i. Herbivory protection fencing shall consist of:
       1. Rail steel T-Posts 5.5' high w/fin

- 2. Black UV stabilized poultry netting
- 3. Nylon zip-ties, 7" 8"
- 4. Nylon rope

#### c. Performance:

- i. Herbivory protection fencing shall be erected around all herbaceous plants that have been installed in areas where there is a potential for waterfowl (especially geese) depredation, such as retention basins or other planting areas adjacent to open water. Install herbaceous plants and fencing in 100' – 200' lengths, leaving 4-6' wide openings between fencing ends to allow access to the water for people and wildlife during the establishment period.
  - 1. Install steel T-posts @ twelve (12) feet on-center (maximum). Drive posts into the ground so that the fencing will extend at least two (2) feet in height above the tops of installed herbaceous plants.
  - 2. Attach black UV stabilized poultry netting securely to the steel T-posts with plastic zip-ties.
  - 3. Attach nylon rope to the top of steel T-posts in a zigzag pattern to prevent aerial landings by waterfowl.
  - 4. Contractor shall disassemble and remove all fencing from the project site after two (2) complete growing seasons. The Village may request removal of the fencing prior to the two (2) year term ending.
  - 5. Contractor shall maintain the fencing in a functional and aesthetic condition. The Contractor shall make all required, reasonable repairs and/or replacements in a timely manner.
- 11. Erosion Blanket, Installed:
  - a. Description: Per square yard unit cost for the installation of erosion blanket to protect newly seeded areas. Pricing must include installation of blanket as per the manufacturer's recommendation and maintenance of the blanket for twelve (12) months.
  - b. Products:
    - i. Single Net Straw with natural fiber netting, such as:
      - 1. S-75BN North American Green Evansville, IN 47725 PH: 800-772-2040 <u>www.nagreen.com</u> -or approved substitution
    - ii. Double Net Straw with natural fiber netting, such as:
      - 1. S-150BN North American Green Evansville, IN 47725 PH: 800-772-2040 www.nagreen.com

## -or approved substitution

- iii. Double Net Straw/Coconut with natural fiber netting, such as:
  - 1. SC-150BN North American Green

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Evansville, IN 47725 PH: 800-772-2040 www.nagreen.com -or approved substitution

c. Performance: Install blanket as per manufacturer's recommendation and maintain in functional condition for twelve (12) months.

#### MANAGEMENT

Contractors shall perform maintenance, management, monitoring, and progress reporting throughout the duration of the contract. Monitoring shall be ongoing and progress reporting shall be done on a monthly basis. Invasive and non-native species shall be controlled by appropriate management practices. Management activities should be planned in response to issues identified in periodic monitoring efforts performed by the Contractor. Specific maintenance and management needs will be determined in the field, and in consultation with VOTP and their assigned representatives. Anticipated management activities include:

- 12. Watering of plantings beyond establishment period in drought conditions:
  - a. Description: Per hour unit cost for watering plantings during drought conditions or as otherwise directed by the Village. Pricing must include transporting water to the site (when required) and applying water to designated plantings.
  - b. Products:
    - i. 15 Gallons of clean water per 100 square feet of planting area (similar to approximately 0.25" of rainfall). Water shall be free of substances harmful to the growth of vegetation.

#### c. Performance:

i. Watering operations shall be conducted overnight beginning after 7:00 p.m. or in the morning hours ending no later than 10:00 a.m.

## 13. Mowing:

- a. Description: Per hour unit cost for mowing vegetation within planting areas to eliminate standing biomass and/or for weed control. Pricing must include regular site inspections by the Contractor to determine mowing needs, mowing, cutting/bagging of flower/seed heads of non-native species due to the Contractor not mowing in a timely manner, and removing any areas of thatch greater than one-half inch (1/2") thick unless otherwise approved by the Village. Mowing heights must be discussed with the Village prior to each occurrence at each site.
  - i. Selective Mowing: Represents the use of hand held brush cutters, push mowers or hand pulling to selectively mow targeted species within an established planting.
  - ii. Non-Selective Mowing: Represents the use of tractor mounted mowers to cut large areas of vegetation with selectivity.

## b. Products: N/A

- c. Performance: Mowing must be conducted to achieve set mowing heights as approved by the Village for each occurrence. Mowing heights may vary from site to site and over time at a single site depending upon site conditions. Mowing must not result in thatch thicker than one-half inch  $(1/2^{"})$  and must not result in knock-down instead of severed vegetation.
  - i. It is the Contractor's responsibility to monitor the site in order to determine when mowing is required. However, if the Village determines at any time that a project site requires mowing they will notify the Contractor in writing. No later than three (3) business days following notification, the Contractor shall conduct the requested mowing. If Contractor fails to mow the area in the allotted time, the Village may conduct the mowing as necessary and apply any associated fees as a deduct to the contract.

#### 14. Herbicide Products, Applied:

- a. Description: Per gallon unit cost for the application of mixed herbicides to existing target vegetation. Target species must be discussed with the Village prior to herbicide application occurring. Pricing must include
- b. Products:
  - i. Razor Pro or Equivalent (Glyphosate 41.0%)<sup>1</sup>
  - ii. Aquaneat or Equivalent (Glyphosate 53.8%, Aquatic Labeled)<sup>1</sup>
  - iii. Weeder 64 or Equivalent (2, 4-DAmine 46.8%)<sup>1</sup>
  - iv. Agri Star or Equivalent (Clethodim 26.4%)<sup>2</sup>
  - v. Tahoe 3A or Equivalent (Triclopyr Amine 44.4%)<sup>2</sup>
  - vi. With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized only with written approval by the Village.
  - vii. Herbicides to be mixed by the Contractor in desired concentrations for the vegetation to be treated.
  - viii. All herbicides to be mixed with a marker dye, such as Signal, Spimax or approved equal.
- c. Performance: Ninety-five percent (95%) reduction in stems of target vegetation.

<sup>1</sup>Basic Herbicide Product Classification <sup>2</sup>Premium Herbicide Product Classification <sup>3</sup>Specialty Herbicide Product Classification

#### 15. Professional Muskrat Trapping:

- a. Description: Per trap unit cost for professional wildlife management services to trap muskrats at sites with ponds. Pricing must include trap setup, regular trap inspections, removal of up to five (5) animals per trap and trap removal. Wildlife professional must be licensed by IL DNR.
- b. Products: N/A
- c. Performance: Notify the Village when traps have been set and when traps have been removed. Submit a report to the Village once traps have been removed indicating how many muskrats were removed from each site.

- 16. Professional Monitoring & Reporting:
  - a. Description: Per year unit cost for professional monitoring and reporting services to document and track the restoration progress of each site. Pricing must include:
    - i. Monthly Progress Reporting
      - At the end of each month the Contractor shall submit to the Village a progress report documenting all installation and/or management activities that were conducted, when activities were completed, what products were used and in what quantity, general observations of the vegetation performance including problem areas, and the Contractor's scheduled activities for the following month.
    - ii. Annual Vegetation Monitoring
      - 1. Establish a minimum of one (1) permanent photo point for each plant community within each planting area. Permanent photo points shall be located by GPS, all data points shall be provided to the Village.
      - One (1) meander survey in June and one (1) meander survey in September/October. Surveyors shall track their meander paths using submeter GPS equipment. Recorded meander path data shall be mapped and overlaid upon the project area site map and submitted with the annual report.
      - 3. One (1) written report submitted to the Village by February 15<sup>th</sup> following each monitoring season, at a minimum annual monitoring reports shall include the following information:
        - a. Introduction
          - i. Site history leading up to the current project.
          - ii. Site description, including a street address (if applicable), County, Section, Township, and Range.
          - iii. A site location map.
          - iv. Permit numbers & Department/County of issue (if applicable).
        - b. Methods
          - i. Summarize the methods used for monitoring, include the survey dates.
        - c. Results
          - i. Floristic Quality Assessment Data for the Baseline Survey.
          - ii. Floristic Quality Assessment Data for the Meander Survey:
            - 1. Native Mean Coefficient of Conservatism Value (C).
            - 2. Native Floristic Quality Index (FQI).
            - 3. Native Wetness Coefficient (W).
            - 4. A comparison table that lists previous years' data with current year's data.
          - iii. Live Plant Material:

- 1. Report on the condition of any native herbaceous live plant material installation areas. Document survivability.
- 2. Report on the condition of any native woody

#### d. Discussion

- i. Discuss in detail the work performed as part of on-going stewardship during the previous calendar year.
- ii. Compare the current year's data with data from the previous year(s).
- iii. Compare current year's results against the performance criteria.
- iv. Describe any deficiencies in the current year's stewardship activities that are hindering the sites ability to meet the performance criteria and propose detailed corrective actions.
- v. Discuss in detail the stewardship activities that will occur in the upcoming year.
- e. Appendices
  - i. Species lists for installation and/or enhancement seeding/planting.
  - ii. Site Photographs.
  - iii. Floristic Quality Assessment data tables.
  - iv. Original planting plan and species lists
  - v. Site plan that graphically delineates deficiencies and locates any recommended remediation items.
  - vi. Site plan that shows GPS path of each meander survey conducted.

#### b. Products:

- i. Project Ecologist: The Contractor shall designate an employee to be the Project Ecologist (PE). This person shall be responsible for timely completion of all vegetative monitoring and preparation/submittal of annual monitoring reports to the Village. At a minimum the PE must have a bachelor's degree in natural resources, ecology, biology, or a related field, five (5) years of documented experience with Midwestern ecosystems/habitat types and three (3) years of field experience in vegetation monitoring. PE must also demonstrate the following:
  - The skills to competently identify invasive and native species, including grasses, forbs, shrubs and trees during the dormant and growing seasons.
  - Working knowledge of vegetation sampling protocol, including both meander and transect sampling methodologies.
- c. Performance: Submit monthly progress reports and annual vegetation monitoring reports for each site as specified.

#### 17. Prescribed Fire:

a. Description: Per hour on-site unit cost to provide a fully trained and equipped prescribed fire crew to safely execute prescribed fire operations as required at each site. Pricing must

include the preparation of a burn plan, acquisition of all required permits and/or other permissions, required notifications, required signage and/or traffic control.

- b. Products:
  - i. PERSONNEL/TRAINING
    - 1. It is required that the National Wildfire Coordinating Group (NWCG) standards be followed for all prescribed fire.
    - Burn Boss: The burn boss shall have met the requirements of Illinois Law and Regulations (17 Illinois Admin. Code 1565.70) and shall be recognized as a Certified Prescribed Burn Manager in compliance with the Illinois Prescribed Burning Act (525 ILCS 37); the certificate number and date of issue shall be provided on submitted resume. The burn boss must also demonstrate the following:
      - Employed full-time directly by the submitting firm. Subcontractors, interns and seasonal employees are not acceptable.
      - Working knowledge and understanding of basic ecology and restoration principles.
      - A minimum of five (5) years conducting prescribed fire in the Midwest, in the fuel types present, and in projects of similar scope and size.
      - Documented experience writing burn plans and shall have led the execution of a minimum ten (10) prescribed fires.
      - Successful completion of the following National Wildfire Coordinating Group (NWCG) Wildland Fire Training Courses:
        - o Intermediate Wildland fire Behavior (s290)
        - Basic Incident Command Systems (i100)
        - Fire Fighter Training (s130)
        - Wildland Fire Behavior (s190)
      - Successful completion of OSHA 30 hour safety training
      - Be current in CPR/First Aid
    - 3. Burn Crew: All burn crew members must also demonstrate the following:
      - Employed full-time directly by the submitting firm.
         Subcontractors, interns and seasonal employees are not acceptable.
      - Working knowledge and understanding of basic ecology and restoration principles.
      - A minimum of one (1) year documented experience conducting prescribed fire.
      - Documented experience working the line of a minimum three (3) prescribed fires.
      - Successful completion of the following National Wildfire Coordinating Group (NWCG) Wildland Fire Training Courses:
        - Fire Fighter Training (s130)
        - Wildland Fire Behavior (s190)
        - or a Prescribed Fire Training Program approved by the IL Prescribed Fire Council
      - Successful completion of OSHA 10 hour safety training

- At least one (1) crew member, other than the Burn Boss, shall be current in CPR/First Aid
- ii. EQUIPMENT
  - 1. The Contractor shall have in their possession at the time of responding the following equipment:
    - a. Two Type 6 Engines
    - b. Two Type 7, 6 Wheel Drive ATV Engines
    - c. One 500 Gallon Water Tender
    - d. One Fire Pump capable of delivering sufficient water pressure at 1000 feet to suppress an escaped fire
    - e. 1000 feet of collapsible 1" fire hose with nozzles
    - f. Two-way radios for all personnel involved in the fire, whether on the line or not
    - g. All necessary personal protective equipment for all personnel to meet NWCG guidelines
- iii. INSURANCE
  - "A" insurance rating with coverage for at least \$5,000,000.00 (five million) dollars of general liability insurance and excess general liability for "Prescribed Fire Operations" with a minimum \$2,000,000.00 (two million) per occurrence limit.
  - 2. The Contractor shall provide the Owner/Owner's Representative with a certificate of insurance and name them as additional insured.
  - 3. The Contractor shall list prescribed fire on the certificate as the activity covered.
- iv. PERSONAL PROTECTIVE EQUIPMENT (PPE)
  - 1. In addition to PPE meeting NWCG guidelines, it is required that all fire personnel wear/carry the following:
    - a. Compass
    - b. Pre-tested, fully charged two-way radio with radio harness
    - c. Burn unit map
    - d. All underclothing of natural fiber The danger of wearing polyester or other synthetic materials should be emphasized with anyone attending a burn.
  - 2. For prescribed fires where the Safety Zone cannot be reached in 15 seconds, all personnel shall carry a fire shelter (for protection from flames and superheated gasses in the event of entrapment) and fussees (as a means to light a separate fire in order to burn out a safety zone ahead of the threatening fire front). A fussee shall not be considered an alternative to a fire shelter.
  - 3. In addition to the equipment listed above, a fully stocked first aid kit shall be readily available to all burn crew members.
  - 4. In addition to the equipment listed above, Burn Bosses shall carry a fully charged, fully operational cellular phone.
  - 5. In addition to the equipment listed above, Crew Bosses (or their qualified designee on the crew) shall carry a fully functional weather kit.
- v. ROADSIDE VISIBILITY MATERIALS
  - Roadside visibility materials are essential if the fire is near a roadway. Contractor shall provide and install temporary warning signage along all roadways bordering the burn unit. Warning signage shall be visible by road

traffic and shall display the Contractor's contact information. All signage on public roadways shall conform to all applicable local and Illinois DOT signage specifications.

- 2. All fire personnel participating in a prescribed fire within close proximity of a roadway shall wear appropriate reflective work vests.
- c. Performance: Safely execute prescribed fire resulting in a minimum of 90% fuel consumption across 70% of the site measured by aerial coverage unless otherwise agreed upon in writing by the Village prior to ignition. Mop up shall result in 100% fire and smoke being extinguished prior to crews leaving the site. Contractor shall be available to return to the site within 2 hours following mop up operations to extinguish burning materials. The person selected to return to the site must have access to all crew members and equipment in the event that they must be re-deployed to the project site.

#### **AQUATIC SERVICES**

#### Contractors shall be responsible for the maintenance of ponds within the list of sites

- 18. Aquatic Weed and Algae Management Services
  - a. Contractor shall provide weed management services through manual removal, biological methods, or chemical applications. The use of chemicals that may negatively impact fish or existing native aquatic or shoreline vegetation is not permitted unless otherwise approved by the Village.
  - b. Any treatments for and management of hydrilla, cattails, duckweed, chara and watermeal can be addressed on an as needed basis through separate proposal as approved by the Village and are not included as part of the regular aquatic weed and algae management services

#### LIST OF SPECIES TO BE CONTROLLED

See Appendix.

#### **IV.SUBMITTAL REQUIREMENTS**

- EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES: The
  prospective responder shall, before submitting a response, carefully examine the provisions of the
  contract. The responder shall inspect in detail the sites of the proposed work, investigate and
  become familiar with all the local conditions affecting the contract and fully acquaint themselves
  with the detailed requirements of construction.
- 2. NATURALIZED LANDSCAPE SPECIALIST PREQUALIFICATION:

All work shall be performed by a native landscape contractor with at least seven (7) years of documented experience in site preparation, planting of native species and native landscape management, and shall be able to demonstrate their knowledge in the field. Qualifications are to

be provided to the Village of Tinley Park through submittal of references, photographs, resumes, and/or other means that demonstrate the ability to install and/or manage naturalized landscapes.

#### 3. PROJECT SITE NARRATIVES:

As a requirement of this response, each Contractor is expected to visit each of the above sites to make an analysis of the work required to restore or maintain the site. Each responder is required to prepare a written narrative for review by the Village as part of their response submittal that details the responder's approach to each site. To ensure that each responder prepares a similar narrative the following general format shall be followed:

- 1. General Information:
  - a. Site Name
  - b. Date of Site Visit
  - c. General Observations of the Site: Generally describe the current condition of the site (i.e. is it relatively well-established with native vegetation? Are there significant weed problems? Is there evidence of muskrat damage? Are there other issues that are readily apparent that will influence your pricing?)
- 2. Restoration Needs:
  - a. Are restoration activities such as grading, seeding, planting, etc. necessary?
  - b. If so, what specifically do you recommend?
  - c. What is the proposed timing of restoration activities?
- 3. Maintenance Needs:
  - a. What are the top three maintenance needs and how do you propose to address them specifically?
  - b. What are other secondary issues that need to be addressed through maintenance and in general how will you deal with them?
  - c. How many maintenance visits do you anticipate making and what size of crew do you anticipate using during these visits?

#### 4. PRICING TAB:

Proposed pricing must be added to the attached detailed pricing tab sheet. The cost must be broken down for each area and category of work as detailed in the form. Unit pricing is required as a gauge for adding or subtracting scope items and/or sites from the approved work based on available budgets. However, the Village understands that there may be efficiencies to the Contractor based on pricing each site as a lump sum project amount. As such, the Village will require responders to price each project in total utilizing their unit pricing, while giving each responder the opportunity to offer cost savings to the Village on a project-by-project basis if a project site is awarded to the Contractor in full.

There will be one Contractor selected to implement the work required by this RFP. The number of sites awarded will be based on pricing received and the Village's budget, the selected Contractor is

not guaranteed award of all sites and additional sites may be added to the contract based on the Contractor's submitted unit pricing.

#### 5. LICENSES:

Responders shall also submit the names, experience and licenses for:

- 1. Commercial Pesticide Applicator(s) that shall be used for spraying, weeds and pest control.
- 2. Certified Prescribed Burn Manager and all fire line personnel.

#### 6. QUANTITY CHANGES:

VOTP reserves the right to adjust item quantities at the unit prices provided.

#### **V.REQUIREMENTS AND EXPECTATIONS**

The following are general requirements and expectations of the selected Contractor:

- 1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
- 2. The Contractor must be able to receive requests via e-mail.
- The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
   Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and
- Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP.
- 5. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
- 6. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

#### **VI. CONTRACT TERMINATION:**

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE								DATE(MM/DD/YYYY) 03/02/2021		
CE BE RE	IIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INSU EPRESENTATIVE OR PRODUCER, AN PORTANT: If the certificate holder is	VELY JRAN ID TH	ER C OR CE I IE CE	DF INFORMATION O NEGATIVELY AMEN DOES NOT CONSTI ERTIFICATE HOLDER	NLY AND C ND, EXTEN TUTE A CC R.	ONFERS NO D OR ALTE ONTRACT B	d Rights U R the Cov Etween th	PON THE CERTIFICAT ERAGE AFFORDED E IE ISSUING INSURER	BY THE POLICIES (S), AUTHORIZED	
SU	JBROGATION IS WAIVED, subject to rtificate does not confer rights to the	the	term	s and conditions of t	the policy, o	ertain polici				
	DUCER				CONTAC NAME:					
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe						NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): (800) 363-0105				
						E-MAIL ADDRESS:				
	te 1500 ston TX 77056 USA				ADDRES					
						INSU	JRER(S) AFFOI		NAIC #	
	RED				INSURE	16535 Co 26247				
Cardno JFNew 708 Roosevelt walkerton IN 46574 USA						INSURER B: American Guarantee & Liability Ins Co				
						INSURER C: Ironshore Specialty Insurance Company				
						INSURER D: Lexington Insurance Company				
					INSUREI					
OV	/ERAGES CER	TIFIC	ATE	NUMBER: 5700862			RE	VISION NUMBER:		
	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY F (CLUSIONS AND CONDITIONS OF SUCH	QUIRI PERT/ I POL	EMEN AIN, 1 CIES	IT, TERM OR CONDIT THE INSURANCE AFFO . LIMITS SHOWN MAY	ION OF ANY ORDED BY	CONTRACT	OR OTHER D S DESCRIBE Y PAID CLAIN	DOCUMENT WITH RESPE	ECT TO WHICH THIS	
ISR TR A		INSD	SUBR	POLICY NUMB	BER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY) 06/30/2021	LIMI		
^				GE0010330103		00/ 30/ 2020	00/ 30/ 2021	EACH OCCURRENCE DAMAGE TO RENTED	\$2,000,000	
								PREMISES (Ea occurrence)	\$1,000,000	
	X Per Project Agg \$2M							MED EXP (Any one person) PERSONAL & ADV INJURY	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$10,000,000	
								PRODUCTS - COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY			BAP 0183962-05		06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
								BODILY INJURY (Per person)		
	OWNED							BODILY INJURY (Per accident)		
	AUTOS HIRED AUTOS ONLY ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)		
в	X UMBRELLA LIAB X OCCUR			AUC018392705		06/30/2020	06/30/2021	EACH OCCURRENCE	\$10,000,000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$10,000,000	
		-								
1	WORKERS COMPENSATION AND	-		WC018396005		06/30/2020	06/30/2021		1-	
	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE	11						E.L. EACH ACCIDENT	\$1,000,000	
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT	\$1,000,000	
С	Env Site Liab			002161706 Pollution Liabil	ity	06/30/2020	06/30/2021	Occurrence Aggregate	\$10,000,000 \$10,000,000	
il ol is	CRIPTION OF OPERATIONS/LOCATIONS/VEHIC lage of Tinley park C is includ icy as required by written cont tributing this certificate in a icy.	ed as	s Add	ditional Insured i	in accorda	nce with th	e policy p	rovisions of the Gen sk Solutions (U.S.)	neral Liability is generating and for the defined	
E	RTIFICATE HOLDER				CANCELL	ATION				
					EXPIRATIO			IBED POLICIES BE CANCE IILL BE DELIVERED IN ACCO		
Village of Tinley Park						AUTHORIZED REPRESENTATIVE				
16250 Oak Park Tinley Park IL 60477 USA						chedule, may be attached If more space is required) in accordance with the policy provisions of the General Liability licy number PSDEF1900430 Aon Risk Solutions (U.S.) is generating and . Aon Risk Services Sydney Australia is the broker for the defined CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Philk Services Southwest Ina				

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AGENCY AOR Risk Services Southwest, Inc. POLICYNUMBER See Certificate Number: 570086252951 CARRIER See Certificate Number: 570086252951 ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance Cardno Named Insureds Cardno ChemRisk, LLC. Cardno EM-Assist, Inc. Cardno Haynes Whaley, Inc.			AGENCY CUSTOMER ID: 570000051836	
Aon Risk Services Southwest, Inc. POLICY NUMBER See Certificate Number: 570086252951 CARRIER See Certificate Number: 570086252951 ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance Cardno Named Insureds Cardno ChemRisk, LLC. Cardno EM-Assist, Inc. Cardno EM-Assist, Inc. Cardno EMTRIX Cardno ENTRIX Cardno GS, Inc. Cardno Haynes Whaley, Inc.	ACORDO AD	DITIONAL REM		Page _ of _
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CARRIER See Certificate Number: 570086252951 ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance Cardno Named Insureds Cardno ChemRisk, LLC. Cardno EM-Assist, Inc. Cardno EM-Assist, Inc. Cardno ENTRIX Cardno ENTRIX Cardno GS, Inc. Cardno Haynes Whaley, Inc.	POLICY NUMBER		Cardno JENew	
See Certificate Number: 570086252951       EFFECTIVE DATE:         ADDITIONAL REMARKS       FORM IS A SCHEDULE TO ACORD FORM,         FORM NUMBER:       ACORD 25       FORM TITLE: Certificate of Liability Insurance         Cardno Named Insureds         Cardno ChemRisk, LLC.       Cardno EM-Assist, Inc.         Cardno EM-Assist, Inc.       Cardno ENTRIX         Cardno ENTRIX       Cardno ENTRIX         Cardno Haynes Whaley, Inc.       Cardno ENTRIX			-	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance Cardno Named Insureds Cardno EM-Assist, Inc. Cardno EM-Assist, Inc. Cardno ENTRIX Cardno ENTRIX Cardno GS, Inc. Cardno Haynes Whaley, Inc.			EFFECTIVE DATE:	
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Cardno Named Insureds Cardno EM-Assist, Inc. Cardno EM-Assist, Inc. Cardno EntRIX Cardno ERI Cardno GS, Inc. Cardno Haynes Whaley, Inc.				
Cardno EM-Assist, Inc. Cardno Emerging Markets USA, Ltd. Cardno ENTRIX Cardno GS, Inc. Cardno Haynes Whaley, Inc.	FORM NUMBER: ACORD 25 FOR			
Cardno MA Cardno NE IC. Cardno NE IC. Cardno TEE: TEE Group, Inc. Cardno TEE: TEE Group, Inc. Cardno WG, Inc. Cardno WG, Inc. (th) Cardno NG, Inc. (Ft) Cardno PT Engineering & Construction, Services LLC., PPI Technology Services,LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies David Douglas Associates, Inc. Entrix Inc. dba Cardno PEITIA. TE STOUP, Inc. (dden) TEE Group, Inc. (dden) TEE Group, Inc. (adden) TEE G	Cardno EM-Assist, Inc. Cardno Emerging Markets USA, L Cardno ERI Cardno GS, Inc. Cardno GS, Inc. Cardno MMA Cardno NC, Inc. Cardno TBE (AZ) Cardno TBE (FL) Cardno TBE; TBE Group, Inc. Cardno TEC, Inc. Cardno WRG, Inc. Cardno WRG, Inc. Cardno, Inc. (TX) Cardno, Inc. (FL) Cardno (MI), Inc. Cardno PPI Engineering & Consi Management, LLC., and its Affi David Douglas Associates, Inc. Entrix Inc. dba Cardno Entrix Environmental Resolutions, Inc ES NY Engineering, P.A. PC. J.F. New & Associates, Inc. JFNew TBE Group, Inc. (Adden) TBE Group, Inc. (Adden) TBE Group, Inc., Cardno TBE TBE Professional Services, PLI WRG North Carolina PLLC	gns Inc. truction, Services LLC., iliated Companies c. BE LC		ity & Asset