



Request for Proposal

Labor and Materials

November 30, 2023

2024 Heller Nature Center Ecological Restoration

SITE LOCATION:

Heller Nature Center

2821 Ridge Road

Highland Park, IL 60035

MANDATORY PRE-PROPOSAL MEETING:

Thursday, December 7, 2023 at 9:00am

2821 Ridge Road

Highland Park, IL 60035

SUBMISSION DEADLINE:

Tuesday, December 19, 2023 at 10:00am

Liz Ricketts

Park District of Highland Park

636 Ridge Road

Highland Park, IL 60035

Park District of Highland Park
2024 Heller Nature Center Ecological Restoration

November 30, 2023

Dear Contractors:

The Park District of Highland Park is seeking proposals for contractors to provide the labor and materials for the following project: 2024 Heller Nature Center Ecological Restoration.

The RFP packet is also available on our website at <http://www.pdhp.org/bids-rfps/> and specifies required qualifications, scope of work, submittal instructions and a set of proposal forms. **Please note that if you intend to submit a proposal for this project, then it is your responsibility to register with Liz Ricketts at ericketts@pdhp.org or (847) 579-4087.** This will identify you as a registered plan holder and therefore, you will receive any addenda that may be issued. Addenda will be sent only to those contractors that complete such registration. The contractor remains responsible for obtaining all addenda to the original specification.

A mandatory pre-proposal meeting will be held at Heller Nature Center, 2821 Ridge Road, Highland Park on Thursday, December 7, 2023 at 9:00am.

Proposals should be e-mailed to ericketts@pdhp.org.

Proposals will be received no later than Tuesday, December 19, 2023 at 10:00am.

Questions regarding this project or the enclosed documents can be directed to Liz Ricketts at ericketts@pdhp.org or (847) 579-4087.

Sincerely,

Liz Ricketts
Natural Areas Manager

Park District of Highland Park
2024 Heller Nature Center Ecological Restoration

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GENERAL INFORMATION

Introduction

The Park District of Highland Park (District) seeks proposals for a qualified Ecological Restoration Contractor (Contractor) to perform ecological restoration in a high-quality natural area known as Heller Nature Center, located at 2821 Ridge Road, Highland Park, IL.

Intention

The District is soliciting proposals from qualified Contractors interested in this project as specified herein. The District reserves the right not to award any contract for the project.

Service to Be Provided

The focus of this work is on preventing the dominance of invasive species in a to-be-identified 16-acre area of the Nature Center property. The habitat type of the work area is primarily woodland with prairie pockets. Any work site has been previously restored. SEE EXHIBIT A: SITE MAP. The work of this project includes all labor, materials, and equipment to control designated invasive species (Tables 1 and 2) by mechanical and chemical means as defined in this request for proposals.

Examination of the Sites

A MANDATORY pre-proposal meeting will be held at Heller Nature Center, 2821 Ridge Road, Highland Park on Thursday, December 7, 2023, at 9:00am. Each contractor is encouraged to visit the site to become fully acquainted with the facility, scope of the project, service, and difficulties of providing this service or completing this project. Neither additional compensation nor relief from any obligations will be granted because of a lack of knowledge of the site(s) or the conditions under which the work will be accomplished.

Discussion of Proposals

The Park District may conduct discussions with any Contractor that submits a proposal. During the course of such discussions, the District shall not disclose any information marked confidential within any proposal and may discuss comparative pricing with one or more Contractors.

The Park District may also choose to interview Contractors during the evaluation process. Selected Contractors may be requested to provide oral presentations. Those Contractors will be notified to arrange specific times. The Park District will not be responsible for any cost of the Contractor's presentation.

Negotiations

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

After a review of the proposals, the District intends to enter into an agreement with the selected contractor. If an agreement is not finalized in a reasonable amount of time as determined by the District in its sole discretion, then the District reserves the right to negotiate with other contractors as may best serve the interests of the Park District.

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Reserved Rights

The Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Contractor, the District has ninety (90) days from the published submission date to enter into an agreement with a Contractor. The District may seek clarification from a Contractor at any time and failure to respond promptly is cause for rejection.

Incurred Costs

Park District of Highland Park will not be liable, under any circumstance, for any costs incurred by Contractors in replying to this RFP.

Award

A Contractor to whom an offer is made shall be required to enter into a written contractual agreement with the District in a form approved by legal counsel for the Park District. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final written agreement. The District reserves the right to negotiate the terms and conditions of the agreement with the selected Contractor. Payment by the District may be by credit card.

The failure of the successful Contractor to enter into a Contract within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Contractor or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed.

Renewal of Contract

At its sole option and in the exercise of its sole discretion, the Owner may renew this Contract upon the same terms and conditions for two successive one-year terms. No increases in compensation will be given if Owner chooses to renew the contract for 2025, thereafter for 2026.

Taxes

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

Sustainability

The Park District of Highland Park is committed to sustainable practices that benefit our environment and the health and safety of our customers. The Contractor agrees to work with Park District staff if applicable on sustainable project elements and materials.

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Additional Information

Should the Contractor require additional information about this proposal, please contact Liz Ricketts either by e-mail, ericketts@pdhp.org or by phone 847-579-4087, no less than five (5) days prior to the proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Contractors. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

TERMS AND CONDITIONS

Contractor Qualifications

All Contractors must be engaged in the type of work or services as outlined in these specifications, and meet the following qualifications:

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

The Park District of Highland Park reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

As part of the proposal, submit a completed qualifications form (attached), indicating your proposed team's experience with similar work.

Items to be Submitted

Contractors shall submit:

- Proposal Form
- References
- Contractor Profile and Qualifications Form
- Contractor's Certification of Eligibility Form
- List of Vehicle Equipment

Contractors lacking these completed forms may not be considered for award.

We encourage contractors to include additional documentation supporting contractor's performance record, financial resources, experience, and reliability to execute this agreement as described herein. Any and all exceptions to these RFP terms and specifications must be clearly documented.

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Evaluation Criteria

The Park District will review proposals to select that proposal which, in the sole discretion of the Park District, is determined to be in its best interests. The Park District may still, thereafter, choose not to award any contract or to award a negotiated and modified proposal.

Timely Submissions

The receipt of proposals will cease at the date and time set forth above. Proposals received after the scheduled date and time likely will not be considered

Responsibility and Default

The contractor shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful Contractor shall be considered the sole point of contact for purposes of this contract agreement.

Change in Status

The contractor shall notify the Park District of Highland Park immediately of any change in its status resulting from any of the following:

- Contractor is acquired by another party.
- Contractor becomes insolvent.
- Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act.
- Contractor ceases to conduct its operations in normal course of business.

The District shall have the option to terminate its agreement with the contractor immediately on written notice based on any such change in status.

Indemnification

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

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obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Insurance Requirements

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

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee

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

3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

Prior to beginning work, the contractor shall have to furnish the Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all Contractors to this agreement must have, prior to awarding this agreement, in effect and in force a **written** sexual harassment policy.

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Compliance with all Laws

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

Special Conditions

Contractor shall familiarize himself with all of the agreement documents as listed in the table of contents and he shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Contractor for not familiarizing himself with site conditions. The Contractor's signature on the proposal shall be the Owner's guarantee that the Contractor has met these restrictions.

Signature and Legibility

The prices for work and the names, addresses, and signatures of the Contractors shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

Schedule

Request for Proposals Released	November 30, 2023
Mandatory Pre-Proposal Meeting	December 7, 2023 at 9:00am
Proposals Due No Later Than 10:00am	December 19, 2023
Anticipated Contract Award Date	January 8, 2024
Anticipated Start of Work	January 15, 2024
Project Completion Date	December 31, 2024

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PROPOSAL FORM

(Page 1 of 2)

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

FROM:

Company

Street Address

City, State, Zip

Phone

FOR: 2024 Heller Nature Center Ecological Restoration

BASE PROPOSAL:

16 acres of Ecological Restoration at Heller Nature Center \$ _____

TOTAL BASE PROPOSAL \$ _____

ALTERNATE ONE:

Additional Per acre Ecological Restoration at Heller Nature Center
\$ _____

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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PROPOSAL FORM

(Page 2 of 2)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1. _____

2. _____

3. _____

Pursuant to and in compliance with the General Information, Terms and Conditions, Scope of Work, the undersigned agrees to supply all materials/perform all work in accordance with these contract documents for the prices and/or amounts specified herein. All amounts shall reflect the contractor's complete and thorough understanding of conditions which might affect the proposal and any and all provisions, restrictions and requirements of these contract documents.

The District reserves the right to accept any part, or all of any proposal, and to reject any and all or parts of any and all proposal. Any proposal which contains items not specified, or which does not complete all the items scheduled for proposal, shall be considered informal and may be rejected on this basis.

BY: _____
Name and Title of Authorized Agent

Authorized Signature

Date

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REFERENCES

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

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

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

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

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

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

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CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 1 of 2)

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

of Employees _____ Annual Sales # _____

Contractor's organization has been in business under its present business name for ____ years.

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

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

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

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

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

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

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

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CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 2 of 2)

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

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

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

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Vehicle List

Instructions: Provide a list of vehicles included in your company's proposal.

Item No.	Equipment/Vehicle Type	Make and Model	Purpose

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CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

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

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

Date

Contractor

By: _____

Its: _____
Title

STATE OF ILLINOIS)
) SS
COUNTY OF)

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

DATED: _____, 2023
Notary Public _____

[Notary Seal]

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SAMPLE CONTRACT

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

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INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

13. CONTRACTOR agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
15. To the extent that the Prevailing Wage Act applies, CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
16. The failure of the successful Bidder to enter into a Contract within ten (10) days after the Notice of Award or within such extended period as the AGENCY may grant shall constitute a default, and the AGENCY may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.
17. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents

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for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

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

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

PARK DISTRICT OF HIGHLAND PARK

<NAME OF CONTRACTOR>

Print Name

Print Name

Signature

Signature

Title

Date

Title

Date

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SPECIFICATIONS

Project Objective

The Park District of Highland Park (District) seeks proposals for a qualified Ecological Restoration Contractor (Contractor) to perform ecological maintenance in a high-quality natural area known as Heller Nature Center, located at 2255 Ridge Road, Highland Park, IL.

The focus of this work is on preventing the dominance of invasive species in a to-be-identified 16-acre area of the Nature Center property. The habitat type of the work area is primarily woodland with prairie pockets. Any work area has been previously restored. SEE EXHIBIT A: SITE MAP. The work of this project includes all labor, materials, and equipment to control designated invasive species (Tables 1 and 2) by mechanical and chemical means as defined in this request for proposals.

Project Preparation

Boundaries for the work site will be provided in the Project Map (Exhibit A) and marked with flagging in the field. Known locations of existing conservative species will be identified and field marked by the District. Field crews will be made aware of these locations.

The Contractor shall complete preparations for work prior to commencement of work on site unless otherwise directed by the District in writing. This shall include the creation of an access plan, staging area, and identification of any sensitive natural resources. This will be reviewed by the District during a site visit with the Contractor's Project Manager prior to the anticipated commencement of work. Any mechanical clearing may not begin until the District indicates ground conditions are appropriate.

Submittals

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

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

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

Notifications

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

- Target species for treatment
- Treatment method

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- Treatment area
- Treatment date, time, and duration
- Herbicides, adjuvants and application rates (if applicable)

At the time of treatment, the Contractor shall make public notifications of application by posting temporary signage at the perimeter of the treatment area and at all probable entrance points to the treatment area. Temporary signage shall plainly state that pesticide application has taken place, state re-entry interval restrictions, and provide a phone number for contact.

Execution

Invasive species treatment will include elimination of invasive and weedy herbaceous and woody species throughout the project site via selective cutting, forestry mowing, hand pulling and herbicide application. Broadcast spray of herbicide by mechanical means is not allowed on the project. Methodology shall be determined by the Contractor in consultation with the District according to timing, target species, site conditions and weather conditions in order to meet performance standards.

Control of perennial herbaceous species will primarily be by chemical application using spot treatment methods. Preferred methods for control of perennial herbaceous species are:

- Wick/Sponge Treatment attached to a backpack or hand-held sprayer to “wipe” or “dab” herbicide directly to the targeted plant.
- Low Pressure Spot Spray using a backpack or hand-held sprayer to drip or spray herbicide directly on the target plant at the lowest practical pressure setting and largest practical droplet size.
- Foliar Spray using a backpack sprayer to spray herbicide within a typical pressure range and droplet size to reduce off-target drift.

Woody invasive control will consist primarily of treatment of small stem re-sprouts by means of mechanical (e.g. clearing saws or forestry mowers with follow up herbicide application) or chemical (e.g. sponge/wick treatment to stems or foliar application).

Any larger woody material created by clearing will be disposed of via brush pile burning and/or chipping (and hauling off site). Brush pile locations must be approved by the District prior to commencement of work.

Brush pile burning will be conducted under the District’s IEPA Burn Permit. Burn days will be approved by the District one-business day in advance of burning activities. The District will notify the local Fire Department by email the day of a burn. The Contractor will notify the local Fire Department by phone prior to and upon completion of a brush pile burn. Contractor will have water on-site while conducting a brush-pile burn and will fully extinguish burn piles prior to leaving the site for the day. Prescribed burning is not included in this contract.

For annual and biennial plant species, mechanical methods (hand cutting or pulling) are preferred over chemical control. Hand pulling shall include removal from the property of the entire plant, including its root system. Care will be taken to reduce soil disturbance.

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Special care must be taken not to adversely impact ecologically sensitive areas. ATV and 4-wheel equipment use shall be limited to trails. Equipment use in these areas is limited due to the potential for ecological damage/rutting/erosion and lack of access. Contractor shall base proposal on an understanding of this limitation.

Herbicide Use

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

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

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

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

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

Monitoring and Reporting

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

Timing and Conditions of Work

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

Location and Limits of Work

Invasive species control shall be performed throughout the 16-acre area, as identified at the mandatory pre-proposal meeting. Specific locations of invasive populations and treatments areas shall be tracked and mapped by the Contractor and included in the written report.

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Site Access

Primary staging areas and access routes shall be limited as follows:

- Primary Staging Area- parking lot. Access may include wheeled and rubber-tracked vehicles and equipment, pickup trucks, brush chippers, ATVs, equipment trailers and foot traffic.
- Primary Access Routes- designated gravel and woodchips trails. Access will be limited to rubber tracked equipment, ATVs, and foot traffic.
- Other Areas of the Project Site- off trail. Access will be limited to foot traffic and the use of forestry mowing equipment given appropriate ground conditions.

Performance Standards

At the end of the contract year growing season, none of the top five dominant plant species in the project area shall be non-native or weedy species including but not limited to: *Phragmites australis*, *Lythrum salicaria*, *Salix interior*, *Phalaris arundinacea*, *Rhamnus cathartica* or *Rhamnus frangula*, *Cirsium arvense*, *Melilotus officinalis*, *Melilotus alba*, *Alliaria petiolate*, *Lonicera tatarica* or *Cornus racemosa*. Dominance will be determined by Relative Importance Value (RIV).

Table 1: Woody Species Designated for Control, or as identified by the District.

Scientific Name	Common Name
<i>Rhamnus cathartica</i>	Common Buckthorn
<i>Rhamnus frangula</i>	Glossy Buckthorn
<i>Lonicera tatarica</i>	Tartarian Honeysuckle
<i>Lonicera maackii</i>	Amur Honeysuckle
<i>Cornus racemose</i>	Gray Dogwood
<i>Elaeagnus angustifolia</i>	Russian Olive
<i>Alnus glutinosa</i>	European Alder
<i>Celastrus orbiculatus</i>	Oriental Bittersweet
<i>Salix interior</i>	Sandbar Willow
<i>Robina pseudoacacia</i>	Black Locust
<i>Viburnum opulus</i>	Highbush Cranberry
<i>Rosa multiflora</i>	Multiflora Rose

Table 2: Herbaceous Invasive Species Designated for Control, or as identified by the District.

Scientific Name	Common Name
<i>Cirsium arvense</i>	Canada Thistle
<i>Cirsium vulgare</i>	Bull Thistle
<i>Dipsacus laciniatus or fullonum</i>	Cut-leaved or Common Teasel
<i>Lythrium salicaria</i>	Purple Loosestrife
<i>Phalaris arundinacea</i>	Reed Canary Grass
<i>Phragmites australis</i>	Common Reed
<i>Securigera varia</i>	Crown Vetch
<i>Melilotus officinalis</i>	Yellow Sweet Clover
<i>Melilotus alba</i>	White Sweet Clover
<i>Allaria petiolate</i>	Garlic Mustard

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<i>Typha species</i>	Cattail species
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Clean Up

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

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

Existing landscaping including trees, shrubs and lawns shall be adequately protected by the Contractor to avoid destruction or damage because of operations under this Contract. Any desirable, native vegetation damaged by negligence of the Contractor shall be replaced with stock of local genotype and of similar size and age during the proper season and shall be subject to approval by the District.

Inspection

At periodic intervals during the completion of invasive species control, the Contractor shall schedule with the District a provisional acceptance inspection of the work. At the end of the growing season the Contractor will schedule a final inspection of the work.

Acceptance

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

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List of Drawings

No.	Title	Date
Exhibit A	Heller Nature Center Site Map	November 2023

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Exhibit A: Heller Nature Center Site Map



0 0.045 0.09 0.18 Miles

GIS Data Courtesy of
Lake County Mapping Division
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