



DATE: August 2, 2021

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution Approving a Contract with the Wisconsin Department of Natural Resources (WDNR) for WDNR's payment to the District of up to \$110,000.00 from grant funds awarded to WDNR under the US EPA's Great Lakes Restoration Initiative (Federal grant agreement GL-00E02348-1) for restoration work to be performed by the District's contractor as part of the Lake Plain Invasive Plant Strike Team Project.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership; and Organizational Sustainability

FINANCIAL DATA: The contract that would be approved by the attached resolution would provide funding (up to \$110,000.00) from the Wisconsin Department of Natural Resources (from US EPA Great Lakes Restoration Initiative Program), to be paid to the District for the ongoing Lake Plain Invasive Plant Strike Team Project and, specifically, as partial funding for the contract with Native Restoration Services Inc., which was presented to the Operations Committee on May 3, 2021 and approved by the Board of Commissioners on May 11, 2021. Funds will be expended from account 69644100-803200-56065.

BACKGROUND: The Chiwaukee Prairie-Illinois Beach Lake Plain (Lake Plain), situated along the Lake Michigan coast in Northeast Illinois and Southeast Wisconsin, contains high-quality coastal dune and swale habitat across over 4,500 protected acres. These ecologically significant natural areas are protected and managed through the cooperation of 10 land stewardship agencies/groups, including: the Illinois Department of Natural Resources, The Nature Conservancy, Wisconsin Department of Natural Resources, Village of Pleasant Prairie, Village of Winthrop Harbor, University of Wisconsin-Parkside, Chiwaukee Prairie Preservation Fund, Zion Park District, Waukegan Park District and Lake County Forest Preserve District (District). Lake Plain wetlands and associated prairie/savanna complexes provide habitat for over 930 native plant species, 300 animal species, 3 federally-protected species, and 63 state-protected species, including one of the largest known populations of the Blanding's Turtle (*Emydoidea blandingii*) within the Great Lake drainage basin (a candidate species for federal listing) and the largest viable population of eastern prairie fringed orchid (*Platanthera leucophaea*) in the Lake Michigan Lake Plain Prairie physiographic region.

The Lake Plain is also the largest, near contiguous tract of natural area along this portion of Lake Michigan, providing critical stopover and breeding grounds for migratory birds, including the federally protected piping plover (*Charadrius melodus*). In addition, the biological significance and quality of wetland habitat recently led to the recognition of the Lake Plain as a Wetland of International Importance by the Ramsar Convention on Wetlands (Ramsar 2015; <https://rsis.ramsar.org/ris/2243>).

In collaboration with several of the agencies above, the District has taken a lead role in coordinating restoration work within the Lake Plain, on both District-owned property and on property owned by other partners, and in coordinating the use of federal grant funds and other funds for the payment of such restoration work. It is in the District's best interest, and protects the District's investment in its own restoration efforts on its own property, to serve in this coordination role and to promote restoration work throughout the Lake Plain.

The District has received a grant from the National Fish and Wildlife Foundation's Sustain Our Great Lakes Stewardship Grant program to fund the Lake Plain Invasive Plant Strike Team in the amount of \$250,000.00, along with an anonymous matching donation of \$250,000.00, to effectively and efficiently control a suite of 18 priority invasive plant species across approximately 350 populations within 4,000 acres of high quality coastal natural areas in the Lake Plain, within Kenosha County, Wisconsin and Lake County, Illinois. WDNR was awarded a grant from the U.S. EPA Great Lakes Restoration Initiative (\$110,000.00) and is committing these funds to complement the restoration work mentioned above. The funds that would be transferred by WDNR to the District, pursuant to the contract that would be approved by the attached resolution, would be used by the District to pay Native Restoration Services, Inc., for its restoration work under the Strike Team contract, which was presented to the Operations Committee on May 3, 2021 and approved by the Board of Commissioners on May 11, 2021.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR AUGUST MEETING
AUGUST 10, 2021**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** presents herewith “A Resolution Approving a Contract with the Wisconsin Department of Natural Resources for the Lake Plain Invasive Plant Strike Team Project,” and requests its approval.

OPERATIONS COMMITTEE:

Date: _____ Roll Call Vote: Ayes: ____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A CONTRACT WITH THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE
LAKE PLAIN INVASIVE PLANT STRIKE TEAM PROJECT**

WHEREAS, the Chiwaukee Prairie-Illinois Beach Lake Plain (the “Lake Plain”) is a 4,500-acre natural area situated along the Lake Michigan coast in Northeast Illinois and Southeast Wisconsin and contains high-quality coastal dune and swale habitat, including wetlands and associated prairie/savanna complexes; and

WHEREAS, the Lake County Forest Preserve District (the “District”) owns certain property within the Lake Plain known as “Spring Bluff Forest Preserve” in Lake County, Illinois, that is adjacent to other natural areas within the Lake Plain that are owned by other entities, including, among others, the Chiwaukee Prairie State Natural Area and Wisconsin Dunes owned by Wisconsin Department of Natural Resources in Kenosha County, Wisconsin, and the Illinois Beach State Park owned by the Illinois Department of Natural Resources in Lake County, Illinois; and

WHEREAS, in 2020, the Wisconsin Department of Natural Resources was awarded a Great Lakes Restoration Initiative grant from the United States Environmental Protection Agency, of which, \$110,000.00 was allocated for control of invasive species within the Lake Plain (the “Grant Funds”); and

WHEREAS, the contract in the form attached hereto between the District and WDNR (the “Contract”) provides for the District to receive and use the Grant Funds from WDNR for the purpose of effectively and efficiently controlling a suite of 18 priority invasive plant species across approximately 350 populations within 4,000 acres of high quality coastal natural areas in Kenosha County, Wisconsin and Lake County Illinois; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District may contract or otherwise associate with other states to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency of this state, including the District, may be exercised, combined, transferred, and enjoyed jointly with any other public agency of another state, to the extent not prohibited by law; and

WHEREAS, it is in the District’s best interest, and protects the District’s investment in its own restoration efforts within Spring Bluff Forest Preserve, to accept and use the Grant Funds to coordinate the control of invasive species within other parcels within the Lake Plain;

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

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

Section 2. Approval of the Contract. The Contract is hereby approved in substantially the form attached hereto.

Section 3. Execution of the Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract with WDNR in substantially the form attached hereto.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2021

AYES:

NAYS:

APPROVED this _____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

CONTRACT FOR STRIKE TEAM EARLY DETECTION RAPID RESPONSE OF INVASIVE SPECIES

THIS CONTRACT is entered into by and between the State of Wisconsin, Department of Natural Resources (the Department) and Lake County Forest Preserve District (the Contractor) for the purpose of Contractor engaging third parties for the identification and eradication of early detection rapid response (EDRR) invasive species on a portion of the 4,500 acre area commonly known as the Lake Michigan Lake Plain (the "Property"), which is comprised of individual parcels owned by multiple private and public owners, including the Department and the Contractor.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above-named parties agree:

1. **PERIOD OF AGREEMENT.** This contract shall commence upon its signing by both parties and continue until November 1, 2022 during which period all performance as described in this contract shall be fully completed in accordance with this contract.
2. **CANCELLATION.** The Department reserves the right to cancel this contract in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, or specifications of this contract. Contractor reserves the right not to commence the Work (defined below) until the Department has confirmed in writing that funds have been appropriated.
3. **ENTIRE CONTRACT.** State of Wisconsin, Department of Administration Standard Terms and Conditions (DOA-3054A) is incorporated into and made part of this contract by reference as Attachment A. This contract, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded.
4. **AMENDMENTS.** Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
5. **ASSIGNMENT.** Neither this contract nor any right or duty in whole or in part of Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignment in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
6. **DESCRIPTION OF WORK OR PRODUCTS.** The Contractor agrees to engage third party services to identify, control and/or eradicate the 350+ populations of invasive species mapped within the Property (the "Work"). The Work is more specifically defined and mapped in Attachment B Specifications, Attachment C Drawings and Attachment D Special Project Requirements). The goal is 100% kill of each population of all target species at each population and/or acre treated and prevention of seeding of all target species populations. Contractor will cause the Work to be performed on 75 acres of the Property or an acreage completed at the hourly rate at which the Contractor contracts for the Work, whichever is greater.
7. **HERBICIDE USE REPORTING.** The Contractor shall fill out the Herbicide Application report for each day herbicide application is made within a project area to document herbicide used, time, and conditions. Records of herbicide application shall be provided by the Contractor on a weekly basis via an excel spread sheet (the Owner shall format and provide a blank copy of the spread sheet to the Contractor). One week prior to the completion date of the project, the contractor shall provide the Owner with a written report that summarizes the project. The final report shall

include a narrative describing control methods used, amount of each chemical used, acreage of target species controlled in total and by species annually, total number of master populations treated in total and by species annually, the number of new populations found and treated. Work shall be described in terms of EDRR species and isolated populations of widespread species. The report shall also include observations on percent control achieved, problems encountered, anticipated future control work needed.

8. PAYMENT. The Contractor, for completing the Work in accordance with this contract, shall receive the following consideration:

\$110,000 for the Work on 75 acres of the Property or an acreage completed at the hourly rate at which the Contractor contracts for the Work, whichever is greater, by September 30, 2022.

Billings shall be submitted by the Contractor on a quarterly basis for review and acceptance.

Sharon Fandel
Department of Natural Resources
3911 Fish Hatchery Rd.
Fitchburg, WI 53711

Final payment will be made upon receipt and acceptance of the **Final Report** by September 30, 2022.

9. RECORDS, ACCESS. The Contractor shall establish and maintain adequate records of evidence directly pertinent to performance of Work under this contract and of all expenditures incurred under the contract. Such records shall include the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. All financial records must be kept in accordance with applicable generally accepted accounting procedures. All procedures must be in accordance with applicable federal, state and local laws. The Contractor, following final payment, shall retain all records produced or collected under this contract for not less than six (6) years.

The Department, the U.S. Environmental Protection Agency, their agents and their duly-authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to this contract. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Pursuant to §19.36 (3), Wis. Stats., records of the Contractor that are produced or collected under this contract may be subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the Contractor shall provide the requested records to the contracting agency, to the extent required by §19.36 (3), Wis. Stats.

10. INDEPENDENT CONTRACTOR. The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

The Department agrees that the Contractor shall have sole control of the method, hours worked,

and time and manner of any performance under this contract other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the purpose of ensuring that the performance is progressing or has been completed in compliance with the contract. The Department takes no responsibility for supervision or direction of the performance of the contract to be performed by the Contractor or the Contractor's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Contractor's employees or agents.

11. **INDEMNIFICATION.** The Contractor agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of Contractor's negligent acts or omissions in the occupancy, use, service, operation or performance of work in connection with this contract, including the negligent acts or omissions of Contractor's employees, agents or representatives.
12. **INSURANCE RESPONSIBILITY:** The subcontractor contracted by the Contractor for performing the Work shall:
 - a) Maintain worker's compensation insurance for all employees engaged in the work.
 - b) Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out the contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - c) Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in the state where the work will be performed covering the period of the agreement/contract. The insurance certificate is required to be presented prior to issuance of the purchase order or before commencement of the contract.
 - d) The state reserves the right to require higher or lower limits where warranted. If subcontractor is unable or unwilling to provide such higher or lower limits, it may terminate this contract.
13. **GUARANTEED DELIVERY.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
14. **PAYMENT TERMS AND INVOICING.** Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - a) The date specified on a properly completed invoice for the amount specified in the order or contract, or
 - b) Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.

15. **LIABILITY.** As between the Contractor and the Department, (i) the Work to be performed under this contract is to be performed entirely at Contractor's risk and (ii) Contractor hereby assumes all liability with all Work to be provided by the Contractor under this contract.
16. **DUAL EMPLOYMENT.** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
17. **EMPLOYMENT.** The Contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
18. **CONFLICT OF INTEREST.** Private and nonprofit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
19. **PRECEDENCE.** The Department acknowledges and agrees that this contract supersedes any terms and conditions (front, reverse, attached, or incorporated) in any Purchase Order, or other such financial documents issued by Contractor to make and/or facilitate payment(s), regardless of the date of such documents. No such payment instruments will be construed to modify this agreement.
20. **ADDENDUM.** The Contractor shall also follow "Attachment E - Administrative Conditions" that are part of the Federal grant agreement GL-00E02348-1 funding this award as they apply to this contract.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By: _____

Title: _____

CONTRACTOR

Date _____

By: _____

Title: _____

Attachment A -
DOA 3054A - Wisconsin Department of Administration - Standard Terms and Conditions

ATTACHMENT A - DOA 3054A, WDNR-LCFPD

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Attachment B – Specifications

1. PROJECT DESCRIPTION

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

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

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

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

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

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

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

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

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

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

2. HOURLY INVASIVE PLANT STRIKE TEAM SPECIFICATIONS:

A. Invasive Plant Management Goal

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

B. Treatment Methods

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

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

- a) Wick Application – The use of highly selective absorbent material that provides complete coverage of herbicide mix on leaves, stems, and or cut stumps (Hand wicking with an absorbent glove, wick bars for swiping larger areas). Wick applications generally require a higher percent concentration of chemical application compared to other application methods. A wick application shall be used on target species, such as Cattails, Common Reed, cut woody stumps and small stems. The Contractor shall also use the wick application method in areas of high quality vegetation or in areas where desirable natives are intermixed with target species, as designated by the Owner.
- b) Cut Stump Treatment - This herbicide application shall take place on the same day the woody species to be treated are cut, weather conditions permitting. This shall be accomplished by utilizing wick or sponge-type applicators only. No herbicide applications shall be made with broadcast spray equipment.
- c) Small Woody Stems - Small stems (i.e., 1-2 cm diameter at base) shall be wick or sponge treated with a basal bark application from the ground surface up at least 6 inches from the root collar.
- d) Backpack Spray Application – The use of a portable backpack and spray wand / nozzle that can be used to selectively spot spray or broadcast spray target species. Spray application generally use a lower percent concentration of chemical application compared to a wick application. The Contractor may use a backpack spray application in highly disturbed, low quality areas as determined by the Owner. The Contractor shall not use a spray application to treat cut stumps.

2) CULTURAL CONTROL

- a) Hand Clearing Woody Species - Hand cutting methods that may be used by the contractor include the following: chain saws, brush clearing saws, handsaws and loppers. All stems in upland areas shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in submerged or aquatic zones shall be cut level at a height of 4 inches above the water or ice surface. All stems shall be cut horizontally flat. Brush shall be piled by the Contractor in locations designated by the Owner. The Contractor shall not be responsible for burning or removal of the brush piles.
- b) Hand Pulling – Hand pulling shall be used by the Contractor to remove target species as determined by the Owner. Any hand pulled material shall be bagged and removed from the site.
- c) Seed Collection - Bag and remove seeds before they ripen and fall. Remove from the site and dispose of properly

C. Target Species

Target species include, but are not limited to:

- lyme grass (*Ilymus arenarius*)
- Japanese knotweed (*Polygonum cuspidatum*)
- spotted knapweed (*Centaurea maculosa*)
- winged burning bush (*Euonymus alatus*)
- barberry (*Berberis thunbergii*)
- oriental bittersweet (*Celastrus orbiculatus*)

- goutweed (*Aegopodium podagraria*)
- black swallow-wort (***Vincetoxicum nigrum***)
- lesser celandine (*Ranunculus ficaria*);
- common reed (*Phragmites australis*)
- Cattail (*Typha angustifolia* and *Typha x. glauca*)
- cemetery spurge (*Euphorbia cyperinus*)
- dames rocket (***Hesperis matronalis***)
- sweet clovers (*Melilotus* sp.)
- crown vetch (*Coronilla varia*)
- purple loosestrife (*Lythrum salicaria*)
- reed canary grass (*Phalaris arundinacea*)
- common teasel (*Dipsacus laciniatus*)

D. Herbicide Mixes and Timing of Treatment

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

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

E. Herbicides

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

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

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

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

F. Treatment Protocol

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

WEATHER CONDITIONS

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

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

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

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

Herbicide shall not be mixed at the project site.

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

G. Mapping Populations

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

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

H. Performance

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

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

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

I. Project Schedule

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

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

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

Commencement date shall be strictly adhered to unless Project Manager informs Contractor of delays due to unfavorable conditions.

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

J. Materials Storage and Handling

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

3. WOODY INVASIVE PLANT CLEARING

A. Project Preparation

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

B. Cutting Methods for Invasive Woody Material

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

C. Scope of Clearing Operations

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

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

Goal is 100% kill of all Target Species

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

- | | |
|------------------------|---|
| ▪ Buckthorn | <i>Rhamnus cathartica & R. frangula</i> |
| ▪ Honeysuckle | <i>Lonicera mackii & L. tatarica</i> |
| ▪ Multi-flora Rose | <i>Rosa multiflora</i> |
| ▪ Oriental Bittersweet | <i>Celastrus orbiculatus</i> |
| ▪ Japanese Barberry | <i>Berberis thunbergii</i> |
| ▪ Black Locust | <i>Robinia pseudoacacia</i> |

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

D. General Herbicide Application

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

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

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

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

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

shall be maintained at the Project Area. Any chemical spills shall be cleaned up and reported to the Owner Representative immediately.

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

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

E. Initial Cut Stump

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

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

F. Growing Season Herbicide Application

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

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

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

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

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

G. Brush Disposal

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

BRUSHPILE BURNING

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

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

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

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

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

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

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

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

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

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

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

4. ACCESS

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

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

5. NOTIFICATION

The Owner (847.276-1454) shall be notified at least 24 hours before the start of any work. Partners shall be notified a week prior to work being conducted on their lands. Additionally, a Project Notification Form shall be filled out by the Owner, Partners and distributed to the Contractor, the Director of Forest Preserve Operations, and Ranger Operations. The Contractor shall keep a copy of this form with them at all times while on site, including a visible copy placed in all vehicles.

6. PERSONNEL AND PUBLIC SAFETY

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

Labels and MSDS

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

Notification of Event

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

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

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

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

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

Procedures for Herbicide Spill Containment

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

The spill kit will contain the following equipment:

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

7. SIGNAGE AND PUBLIC NOTIFICATION OF HERBICIDE TREATMENT

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

8. FIELD INSPECTION AND MONITORING

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

9. RECORD KEEPING AND COMMUNICATION OF PROJECT STATUS

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

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

10. QUALITY

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

11. AUTHORITY OF THE OWNER'S PROJECT MANAGER

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

12. EVALUATION OF HERBICIDING RESULTS

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

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

13. COMMUNICATION

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

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

14. PROJECT SCHEDULE AND TIME OF PAYMENT

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

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

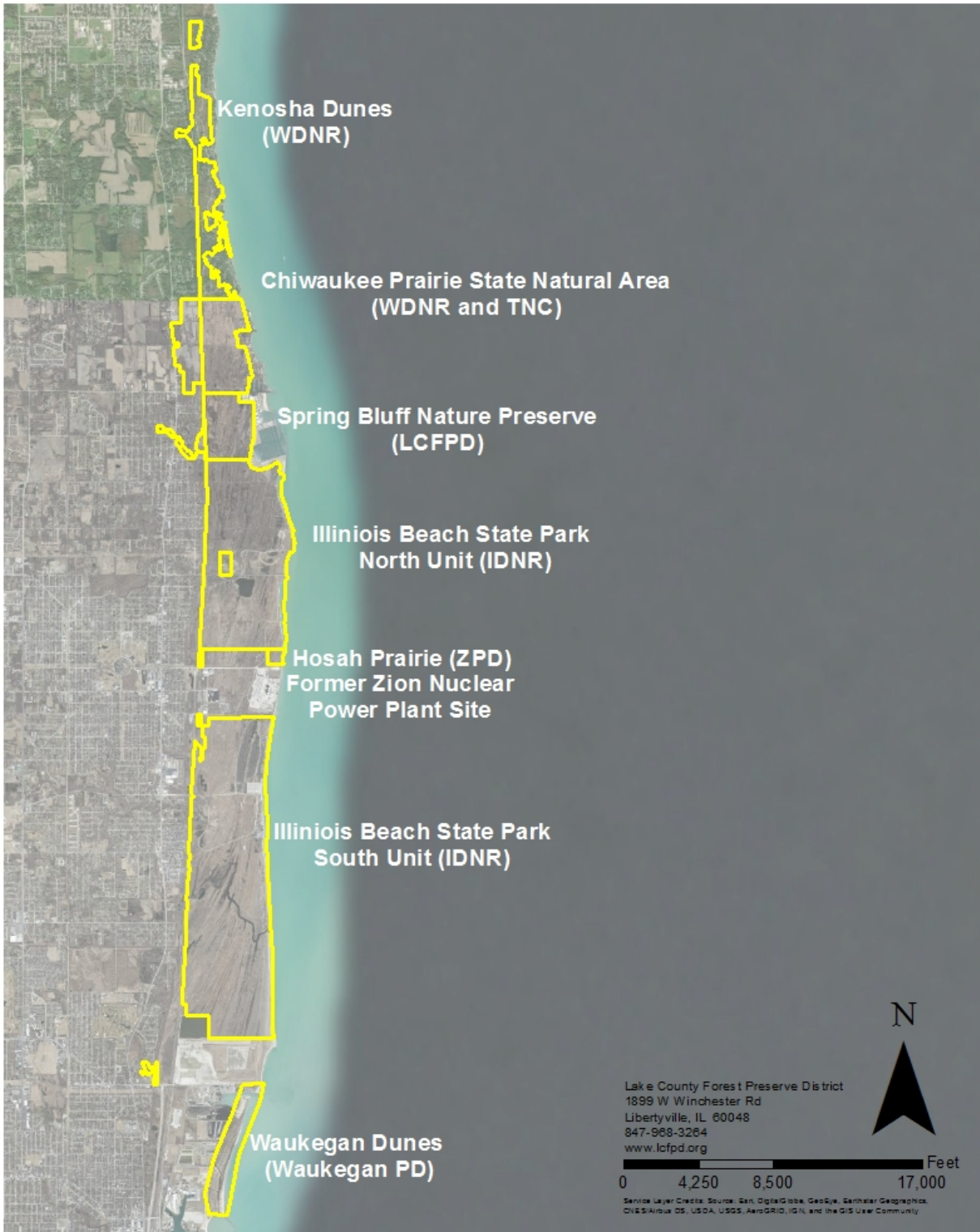
Payments shall be made monthly starting from the commencement date. A 15% retainage shall be withheld from each payment application for hourly work until the successful completion of the entire hourly work project as determined by the Owner. Payment shall only be made for work that has resulted in the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

Attachment C- Drawings

ATTACHMENT C - LIST OF DRAWINGS, WDNR-LCFPD

<u>SHEET NO.</u>	<u>SHEET TITLE</u>	<u>DATE LAST REVISED</u>
1	Chiwaukee Prairie Illinois Beach Lake Plain Invasive Plant Strike Team Project Area	1/12/2021

**CHIWAUKEE PRAIRIE ILLINOIS BEACH LAKE PLAIN
INVASIVE PLANT STRIKE TEAM
PROJECT AREA**



Attachment D – Special Project Requirements

1. Construction Limits

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

2. Other Contracts

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

3. Utilities

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

4. Layout of Work

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

5. Site Access

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

6. Construction Noise

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

- a. All engines and engine-driven equipment used for hauling or construction shall be (i) equipped with an adequate residential rated muffler in constant operation and (ii) properly maintained to prevent excessive or unusual noise.
- b. Any machine or device or part thereof, which is regulated by or becomes regulated by government noise standards shall conform to those standards.

7. Existing Utilities

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

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

8. Existing Public Access

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

9. Incidental Site Restoration

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

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

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

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

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

11. Protection of Streams, Lakes, Reservoirs

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

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

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

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

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

12. Protection and Care of Carsonite Boundary Markers

Prior to commencing work, Contractor shall review all drawings, existing survey data and shall conduct a thorough investigation of the Work Site and the surrounding area to determine the location and extant of all Yellow Carsonite Boundary Markers.

Contractor shall not damage, cut, remove or allow any fire to burn which will damage or act in any way to affect the appearance, stature or function of the Owner's Yellow Carsonite Boundary Markers, except as such action is specifically authorized by the drawings or specifications. If any damages occur to the Owner's Carsonite Markers as a result of the Contractor's acts or omissions, Contractor shall promptly notify the Owner of such damage and shall at the Contractor's expense, be responsible for all replacement costs, including all labor and material costs for a registered land surveyor to re-set the Markers.

13. Approved Schedule

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

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that FULL NAME AND ADDRESS OF CONTRACTOR, as Principal, hereinafter called Contractor, and FULL NAME AND ADDRESS OF SURETY, as Surety, a corporation organized and existing under the laws of the State of STATE, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of CONTRACT PRICE Dollars for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or occurred by reason of Contractor's failure to promptly and faithfully perform its Contract with Owner, said Contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated DATE OF CONTRACT AGREEMENT, with Owner entitled "Contract Between Lake County Forest Preserve District and CONTRACTOR'S NAME for LAKE PLAIN INVASIVE PLANT STRIKE TEAM 2021, CHIWAUKEE PRAIRIE – ILLINOIS BEACH LAKE PLAIN (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for LAKE PLAIN INVASIVE PLANT STRIKE TEAM 2021, CHIWAUKEE PRAIRIE – ILLINOIS BEACH LAKE PLAIN; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

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

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

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

Signed and sealed this _____ day of _____, 2021

Attest/Witness

PRINCIPAL: NAME OF CONTRACTOR

By: _____

By: _____
(EXECUTING OFFICER)

Title: _____

Title: _____

Attest/Witness

SURETY: NAME OF SURETY

By: _____

By: _____

Title: _____

Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that FULL NAME AND ADDRESS OF CONTRACTOR, as Principal, hereinafter called Contractor, and FULL NAME AND ADDRESS OF SURETY, as Surety, a corporation organized and existing under the laws of the State of STATE, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of CONTRACT PRICE Dollars, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated DATE OF CONTRACT AGREEMENT with Owner entitled "Contract Between Lake County Forest Preserve District and CONTRACTOR'S NAME for LAKE PLAIN INVASIVE PLANT STRIKE TEAM 2021, CHIWAUKEE PRAIRIE – ILLINOIS BEACH LAKE PLAIN (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though full set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site, and in the manner specified in the Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for LAKE PLAIN INVASIVE PLANT STRIKE TEAM 2021, CHIWAUKEE PRAIRIE – ILLINOIS BEACH LAKE PLAIN; (2) to procure and furnish all permits licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

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

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

Signed and sealed this _____ day of _____, 2021

Attest/Witness

PRINCIPAL: NAME OF CONTRACTOR

By: _____

By: _____
(EXECUTING OFFICER)

Title: _____

Title: _____

Attest/Witness

SURETY: NAME OF SURETY

By: _____

By: _____

Title: _____

Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS

Attachment E – Administrative Conditions

ATTACHMENT E - ADMINISTRATIVE CONDITIONS, WDNR-LCFPD

Administrative Conditions

The Following Terms and Conditions Have Been Updated

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Region5Closeouts@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Jennifer Conner, Program Manager, U.S. EPA, Region 5, Great Lakes National Program Office

77 W. Jackson Blvd, G-9J

Chicago, IL 60604

Phone: 312-886-0201

conner.jennifer@epa.gov

Latasha Kyles, Grants Management Specialist U.S. EPA, Region 5, Assistance Section

77 W. Jackson Blvd., MA-10J

Chicago, IL 60604

Phone: 312-353-2004

kyles.latasha@epa.gov

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Jennifer Conner, Program Manager, U.S. EPA, Region 5, Great Lakes National Program Office

77 W. Jackson Blvd, G-9J
Chicago, IL 60604
Phone: 312-886-0201
conner.jennifer@epa.gov

Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of

these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION , 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

<https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

All Other Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch**

**77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **WI-WDNR** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: 8%

WBE: 8%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that

encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

PARTIAL FUNDING FOR PROPOSED ELIMINATED PROGRAMS

The **Total Approved Assistance Amount** identified on line 12 of the budget table of this award is contingent upon the availability of continued funding and final federal budget decisions. If a determination is made that affects this amount, your organization will be notified and this agreement will be amended.

Programmatic Conditions

ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports: The recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

MEETINGS / CONFERENCES / TRAVEL COSTS

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer. The recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and estimated travel costs. The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable. In addition, the recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs and in certain instances, the US Department of State. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

SIGNAGE

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the Wisconsin Department of Natural Resources received financial support in the amount of \$1,679,104 from the EPA.

PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **April 1, 2018** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.”

REPORTING

[A] Bi-annual progress reports: Starting with the first full reporting period after the issuance of the award, the recipient shall submit bi-annual progress reports (electronically) to the EPA Project Officer **by April 30 and October 30 of each year**, through the life of the assistance agreement. Progress reports shall document progress under the project in writing and in pictures. Online application materials provide a suggested outline (

<http://www.epa.gov/greatlakes/fund/applicationpac/Management/ProgressReport.pdf>), addressing:

- (1) work accomplished for the period, including quantifiable, incremental, and cumulative progress on GLRI Action Plan II measures of progress (

<http://www.greatlakesrestoration.us/actionplan/pdfs/glri-action-plan-2.pdf>), particularly:

Measure of Progress

4.1.1

Number of miles of Great Lakes tributaries reopened by GLRI-funded projects.

4.1.3

Number of acres of Great Lakes coastal wetlands protected, restored and enhanced by GLRI-funded projects.

2.2.1

Number of aquatic/terrestrial acres controlled by GLRI-funded projects.

- (2) object Class Category changes;
- (3) corrective actions;
- (4) projected new work;
- (5) percent completion of scheduled work;
- (6) percent of budgeted amounts spent;
- (7) any change in principal investigator;
- (8) any change needed in project period,
- (9) date and amount of latest drawdown request; and
- (10) delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The reports must contain information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement.

[B] Final Report: The Final Report shall incorporate project outputs and summarize the nature and

extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 90 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

GEOSPATIAL DATA REPORTING

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

SUBAWARD RECIPIENTS

The recipient must report on its subaward monitoring activities under [2 CFR 200.331\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR](#)

[200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338](#) Remedies for Noncompliance.

CYBERSECURITY - STATES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

TIMELY FISCAL EXPENDITURES

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must notify the EPA Project Officer of potential drawdown delays that exceed 180 days.

BEST MANAGEMENT PRACTICE

Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

HEALTH, SAFETY, AND ENVIRONMENTAL COMPLIANCE

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.