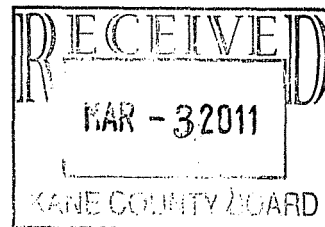


DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board



Name of Document: 08-011 Herbicide Application Contract
09-011 Prescribed Burn Contract
10-011 McLean Fen Project Contract

Submitted by: Jim Hansen – Purchasing Department

Date Submitted: 03/03/11

Examined by:

KC Shoppo
(Print name)

[Signature]
(Signature)

3-10-2011
(Date)

Comments:

08-011 previously funded by Resolutions 06-32, 07-43 and 08-296

09-011 previously funded by Resolutions 06-32, 07-43 and 08-296

10-011 previously funded by Resolution 09-200

All three contracts are for the Kane County Department of Facilities, Subdivision & Environmental Resources.

Chairman signed: Yes No 3-14-11
(Date)

Document returned to: Jim Hansen

**Offer to Contract Form
For
BID 08-011 HERBICIDE APPLICATION**

Bid Due Date & Time: 2 p.m., Monday, February 14, 2011

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Witness Tree Native Landscapes, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 - a. *The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Scope of Work, including the Specifications and the following addenda:
No. #1^{mjo}, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

BID PRICE

Site Location	Cost Per Man Hour	Estimated Hours	Extended Cost
Aurora West Forest Preserve	\$ 45.00	100	\$4500.-
Johnson's Mound Forest Preserve	\$ 45.00	100	\$4500.-
Saur Family Forest Preserve	\$ 45.00	100	\$4500.-
Total Bid Price			\$13,500.-

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature Mary J Zaander Typed Signature Mary J Zaander
 Company Witness Tree Native Landscapes, Inc
 Address 121 Ford St., Geneva, IL 60134
 Phone # 630-262-1160 Fax # 630-262-1160
 Federal I.D./Social Security # 36-4019694 Date 2-14-11

ACCEPTANCE

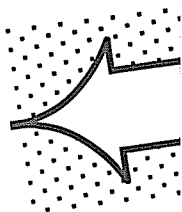
The Offer is hereby accepted for: MAN HOUR COST OF \$45.00 FOR ALL PROJECTS

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **08-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

Karen McConaughay
 Karen McConaughay
 Chairman, County Board
 Kane County, Illinois

_____ Date _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EWC Insurance Group Ray Weidenaar & Co. 7239 W. Laraway Rd. Frankfort IL 60423-7767		CONTACT NAME: Amy Gluch PHONE (A/C, No, Ext): (815) 469-6585 FAX (A/C, No): (815) 469-6165 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00000294	
INSURED WITNESS TREE NATIVE LANDSCAPE INC 121 FORD ST GENEVA IL 60134-1447		INSURER(S) AFFORDING COVERAGE INSURER A: Frankemath Insurance Co. NAIC # 13986 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1083101797 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (ISR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOF0786772	9/1/2010	9/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		BA 0786772	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000 Medical payments \$ 5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC 0786772	9/1/2010	9/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: 10-011 McLean Prescribed Burns and Herbicide Application
 Additional Insured: Kane County per form SP04500106 (attached).

CERTIFICATE HOLDER

CANCELLATION

Kane County Insurance Requirements 719 South Batavia Avenue Geneva, IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Duncan/AGLUCHE <i>St. Mark Duncan</i>
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NAMED INSURED

POLICY NO.

POLICY TERM
to

AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Owners, Lessees
Or Contractors -- Scheduled Person
Or Organization**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph C. Who Is An Insured in Section II -- Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Christopher Rossman
Director of Purchasing



719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

February 9, 2011

ADDENDUM #1

BID No. & Title: 08-011 Herbicide

The attention of responders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing your bid response and shall be part of the contract.

Addition

Addition #1	The completion date of December 31, 2011 shall be enforce for this contract.
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Please confirm receipt of Addendum #1 on your RFP Response Form. If you have any questions, please feel free to contact my office at (630) 444-1071

Sincerely,

Jim Hansen
Assistant Purchasing Director

INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept as stated on page 14 under Bid Acceptance Period. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
16. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

17. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.

18. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
19. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

20. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
21. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

22. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

23. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

26. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:

Aggregate Limits	\$2,000,000
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Aggregate **\$1,000,000**

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

27. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

STATEMENT OF WORK
For
McLean Prescribed Burns and Herbicide Application

OVERVIEW:

The County of Kane is seeking to retain the services of a single qualified and experienced Vendor to improve the floristic quality by implementing a prescribed burn management plan and herbicide application plan where necessary for the McLean Boulevard Fen.

I. SPECIFICATIONS: PRESCRIBED BURN

The County of Kane in an effort to improve the overall effectiveness of prescribed burn management on Kane County Forest Preserve District (District) lands associated with the Kane County Wetland Initiative, managed by the Kane County Department of Facilities, Subdivision and Environmental Resources (Department), the County proposes to hire a contractor on an per event basis to implement a prescribed burn management plan at the Mclean Boulevard site.

A. Project Description:

The Department anticipates that the Contractor shall dedicate staff, pre-approved by the Department, to complete prescribed burn management projects. Projects shall vary in size and scope and therefore the size of the crew can vary at the discretion of the Contractor; however, the crew size must adequately match the labor required to complete the project as determined by the Department. The Department shall work with the Contractor to develop a schedule and crew size requirements that both meet the needs of the project and those of the Contractor (i.e., the schedule can be flexible and the size of the crew can be adjusted; however, the contractor must be able to provide the crew necessary to complete the projects).

The Contractor shall provide all necessary equipment. Water is generally not available at Work Sites.

B. Prescribed Burn Plan

The Contractor will submit upon notice to proceed within 10 working days for approval, a prescribed burn plan to the Department. The burn plan will dictate conditions. The Contractor will also keep a log of all notifications to the required Fire Department and Law Enforcement Agencies.

C. Permits

It will be the responsibility of the contractor comply with the open burning permit from the Illinois Environmental Protection Agency Open Burn Permit and meet all requirements of the Kane County Burn Ordinance. Notification of Fire Department and Law Enforcement Agencies are the responsibilities of the Contractor. The Department's Project Manager shall be copied on all correspondence related to permitting.

D. Burn Signs

The Contractor will notify residents and businesses adjacent to the site and post signs around site one month prior to and after burn.

E. Standard of Training

All personnel working on the prescribed burn for the contractor shall have successfully completed the National Wildfire Coordinating Group S/130 S/190 training courses or the Chicago Wilderness Midwest Ecological Prescription Burn Crew Member training course. Burn boss shall have a minimum training of S290.

F. Authority of Project Manager

Work shall be subject at all times to the supervision and direction of the Department's Project Manager. Department's Project Manager shall determine the amount of completed work that is to be paid for under the Contract. Department's Project Manager shall decide all questions concerning the quality and acceptability of furnished materials, work performed, rate of progress, and measurement of quantities, interpretation of the plans and specifications and acceptable fulfillment of the Contract. Department's Project Manager's determination and decision shall be final and conclusive.

Department's Project Manager reserves the right to schedule Contractor's operations on various sections of the Work and or designate the sequence of operations whenever deemed necessary because of job conditions, inclement weather or for reasons in the best interest of District.

G. Notification

All notification shall be made through contacting the Department's Project Manager: Kenneth N. Anderson, Jr. The Department's Project Manager shall be notified at least three (3) days before the start of any work.

Contact information:

Phone: 630-208-3179 Mobile: 630-816-7276 Email: andersonken@co.kane.il.us

In the event of any of the following occurrences: fuel spillage, any personal injury or death related to the Work, or damage to District facilities, notify the District (630-208-8661) immediately. In the event of such occurrences, the appropriate incident reports shall be filed by the District with the assistance of the Contractor within the required filing period.

H. Contractor Representative

Contractor shall keep a competent Superintendent on the job site at all times who shall have the knowledge and control of the Work, authority to act for the Contractor, ability to direct and coordinate the Work and who shall communicate solely with the Project Manager.

I. Site Locations/Sample Forms

See maps at the end of the specification section for site locations and sample forms.

J. General Conditions for Prescribed Burns

Burns in most cases, shall not be started prior to 10:00 am and must be substantially extinguished by 4:00 pm. The following weather conditions are to be considered as guidelines. The Contractor shall describe a more specific set of parameters for each unit. No more than two of these parameters may approach the more flammable end of the range. The Department shall have the final say for proceeding or stopping any prescribed burns along with designating areas or hazards that may need complete mop up. The goal of mop up shall be to ensure no re-ignition or smoke leaving the burn unit creating adverse conditions affecting roadways and or adjacent neighbors. The degree of mop up may be influenced by current or anticipated weather conditions. The Contractor will submit a burn plan using the Department's forms and format. It will be the Contractor's responsibility to follow the protocol on this form and make all contacts. NOAA (National Oceanic Atmospheric Administration) shall be used as the official weather data source.

Parameter	Range
Temperature	32 - 75°
Relative Humidity	15 - 60%
Wind Speed	5 – 25 mph

This fire shall have a minimum of _____ consumption of fuels more or less equally distributed throughout the unit. (*Optional: Fire to meet the following Behave Parameters*)

K. Labor, Equipment, and Methods

All Prescribed burning on District holdings shall be conducted in accordance with Federal, State and local requirements. All fire breaks shall be constructed using hand tools or hand held power tools. Spring burning may take place based on optimal conditions on site, allowing for minimal adverse impact on spring ephemerals.

L. Emergency Contact Information

The Contractor shall notify all appropriate local authorities, including all local fire and police departments, and the Department the week prior to a potential burn day, the day before a potential burn day, and on burn days. Contractor will follow Department protocol for notification on burn days.

The Contractor will provide the Department's Project Manager with a list of all appropriate agencies and contact persons.

M. List of Neighbors and Businesses to Be Notified Prior to the Prescribed Burn Event:

The District will provide names of individuals or businesses that have requested notification. It will be up to the Contractor to give notification. The contractor shall also place an ad in a local paper which shall include the site to be burned, approximate dates of the burn or burns, and contact information for questions and concerns.

N. The Following to be included in on the Burn Plan:

1. Indicate firebreak locations, type, size, and method of preparation
2. List all equipment to be used
3. Water source and amount
4. Burn Bosses-minimum S290 training
5. Crew members- minimum S130/S190 or Chicago Wilderness training
6. Controlled burn plan parameters specific to each unit
7. The contractor shall be responsible for securing all permits (IEPA, County, Local, etc.)
8. Evidence of Liability Insurance (Forest Preserve District of Kane County and Kane County will be named)
9. Availability to attend a meeting with local fire district
10. References

O. Post Burn Reports

The Contractor shall complete and return to the project manager or designee within thirty (30) days, a District Post Burn Report. The District will provide necessary forms and maps.

P. Basis of Measure and Payment:

This work shall be measured after completed and paid for at the contract unit price per acre for PRESCRIBED BURN, which payment shall constitute full compensation for all material, labor, and equipment necessary to complete the work as specified. Acre units will be determined utilizing global positioning satellite (GPS) field units with sub meter accuracy. Mosaic pattern and spread of burn is acceptable. Burn block does not need to be completely blackened. Base maps used are scaled at 1:100 using U.S. National Mapping Standards.

Q. Completion Date: June 1, 2015.

In order to comply with this contract, the contractor must complete the contract by the completion date. Extensions will only be considered if the contractor can submit evidence from local weather data that conditions within the contract period did not allow for timely completion of the work.

II. SPECIFICATIONS: HERBICIDE APPLICATION

The County of Kane in an effort to improve the overall effectiveness of invasive plant management on Kane County Forest Preserve District (District) lands associated with the Kane County Wetland Initiative, managed by the Kane County Department of Facilities, Subdivision & Environmental Resources (Department), is seeking to retain the services of a qualified and experienced Vendor to submit a sealed bid to implement a invasive plant management plan at the McLean Boulevard Fen site.

A. Project Description:

The Department anticipates that the Contractor shall dedicate staff, pre-approved by the Department, to complete invasive plant management projects. Projects shall vary in size and scope and therefore the size of the crew can vary at the discretion of the Contractor; however, the crew size must adequately match the labor required to complete the project as determined by the Department. The Department shall work with the Contractor to develop a schedule and crew size requirements that both meet the needs of the project and those of the Contractor (i.e., the schedule can be flexible and the size of the crew can be adjusted; however, the contractor must be able to provide the crew necessary to complete the projects). A crew size of 2 is the minimum crew size the Department shall work with on any given project. On average, a crew size of 3 to 4 people is adequate for timely completion of all projects.

The Contractor shall provide all necessary equipment, including a vehicle and gas for travel, ATV (as approved by the Department) to complete the projects. **Hourly rates should also include the time it takes to mix chemicals before traveling to the project site. The Contractor shall only bill for hours spent on site implementing invasive plant control projects.** The Contractor shall provide all chemicals and adjuvants necessary for proper chemical mixes. The Contractor shall provide the water needed to mix chemicals and adjuvants. Water is generally 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).

B. Invasive Plant Management Goal:

The goal is 95% kill of all target species at each project site.

C. Treatment Methods:

Treatment methods used by the Contractor shall vary depending on the target species, quality of the community, and specificity required (See Project Descriptions and Herbicide Application Table). 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 Department.
- 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 to treat any of the target species listed above, to treat small clumps of a particular target species, such as Reed Canary Grass or dense stands of Cattail, Common Reed, or Teasel. The Contractor shall not use a spray application to treat cut stumps.
- e. ATV Mounted Spray Application – The use of a (relatively) high volume sprayer mounted on an All-terrain vehicle used to spot spray or broadcast spray target species. The Contractor may use an ATV mounted sprayer to treat monotypic stands or clumps of target species in highly disturbed areas *AND only at the direction of the Department's Project Manager.*

D. Cultural Control:

1. Hand Clearing Woody Species - Hand cutting methods that may be used by the contractor includes 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 Department. The Contractor shall not be responsible for burning or removal of the brush piles.

2. Hand Pulling – Hand pulling shall be used by the Contractor to remove target species as determined by the Department. Any hand pulled material shall be bagged and removed from the site.

E. Targeted Species:

Target species include, but are not limited to:

- | | |
|-------------------------|--|
| 1. Reed Canary Grass | <i>Phalaris arundinacea</i> |
| 2. Cattails | <i>Typha x glauca</i> and <i>T. angustifolia</i> |
| 3. Common Reed | <i>Phragmites australis</i> |
| 4. Teasel | <i>Dipsacus</i> spp. |
| 5. Oriental Bittersweet | <i>Celastrus orbiculatus</i> |
| 6. Leafy spurge | <i>Euphorbia esula</i> |
| 7. Crown vetch | <i>Coronilla varia</i> |
| 8. Purple Loosestrife | <i>Lythrum salicaria</i> |
| 9. Garlic mustard | <i>Allaria petiolata</i> |
| 10. Yellow Iris | <i>Iris pseudoacorus</i> |
| 11. Canada thistle | <i>Cirsium arvense</i> |
| 12. Japanese knotweed | <i>Polygonum cuspidatum</i> |

F. Herbicides:

ALL CHEMICALS, ADJUVANTS, AND DYES SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE WATER FOR MIXING AND PREPARING THE HERBICIDE MIXES PRIOR TO TRAVELING TO THE PROJECT SITE.

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

1. Transline
2. AquaMaster/Aquaneat
3. Round-up
4. Journey
5. Vantage
6. Garlon 3A
7. Garlon 4

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

Department Project Manager shall approve herbicide type, timing of application and application method for each target species at the project site. The Department 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.

G. 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 Department, and shall be repaired or replanted at the Contractors expense. Any replacement materials are subject to Owner's approval.

H. 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 Department'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 Department.
5. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the Department's Project Manager.

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

Application shall be done by State of Illinois Licensed Pesticide Operator or Applicator only. Current licenses of all operators and applicators shall be provided to the Department 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).

I. Performance:

The Department's goal is to achieve 95% kill of all target species at all project sites. To achieve this goal, the Contractor shall complete 8 hours of invasive plant control work per field crew member each day that the field crew is at a project site. The 8 hours of invasive plant control work shall not include breaks or project management provided by the Contractor. Travel time to project sites shall not be included in billed work hours. The Department-wide Common Reed project is an exception to this above specification. Travel time between isolated populations of Common Reed not treated in combination with another project may be included in the 8 hour (minimum) work day billable to the Department.

Work shall be completed in a diligent, efficient, and timely manner. The Department will conduct un-announced site inspections to assess the efficiency of the field crew. If at any time, the Department 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.

For each project, the Department has carefully estimated the time it has taken contractors in the past to complete similar invasive plant control work to attain 95% kill at each project site. If the contractor does not attain 95% kill of a target species in the time estimated by the Department, the Contractor shall be responsible for supplying additional labor, materials and equipment to attain the goal, at no additional cost to the Department.

If the Contractor believes that the estimated time allotted for a project is insufficient, the Department shall consider an adjustment to the hours dedicated to that particular project, while remaining within the total contract budget.

J. Project Schedule:

The contract schedule will vary depending on 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 Department's Project Manager to determine an appropriate schedule crew size per project.

This projects and hours included in this contract can be accomplished by a 2 person crew working on every available non-rain day given a five day working week.

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

Dates and projects may be changed at the Department's discretion based on budget and prioritization. **Note:** there shall be no work performed during a two-week period in August; during the anticipated hottest period of the summer when many species are in a temporary dormancy and may not respond the chemical treatment. The actual dates when no work shall be preformed shall be determined by the Department pending weather conditions.

Commencement date (April 1, 2011) 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 Department's discretion.

K. 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.

L. Access:

The Department's Project Manager 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 Department 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 Project Manager at no additional cost to the Department.

M. Personnel and Public Safety:

Signs on public roadways shall conform to all applicable District and IDOT signage specifications.

Appropriate caution shall be taken when work is performed near trails, utilities, and roads.

It shall be the responsibility of the Contractor to adhere to all applicable District 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.

N. Notification:

The Department's Project Manager (630-816-7276 mobile, 630-208-3179 office) shall be notified at least 24 hours before the start of any work. Additionally, a Project Notification Form shall be filled out by the Department's Project Manager and distributed to the Contractor, and the Director of Planning, Kane County Forest Preserve District. 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.

In the event of the following occurrences: pesticide spillage, fuel spillage, any personal injury or death related to the project, or damage to District facilities; the Contractor shall notify the Project Manager at (630-816-7272 mobile, 630-208-3179 office); and the Director of Planning, Kane County Forest Preserve District (630-208-8661 office) immediately. In the event of such occurrences, the Department shall file the appropriate incident reports with the assistance of the Contractor within the required filing period.

O. Notification of Event:

In the event of the following occurrences: pesticide spillage, fuel spillage, any personal injury or death related to the project, or damage to District facilities, the Project Manager at (630-816-7272 mobile, 630-208-3179 office); and the Director of Planning, Kane County Forest Preserve District (630-208-8661 office) shall be notified at once.

In the event of such occurrences, the Department 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

P. 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

Q. 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 Project Manager. 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 supplying, movement and placement of signage in the appropriate location(s) as the project proceeds.

R. 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.

S. Record Keeping and Communication of Project Status:

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

T. 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 Department to require restoration to areas damaged by not adhering to these standards.

U. Authority of the Project Manager:

All work shall be inspected by the Project Manager and performed to the satisfaction of the Project Manager. He and 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 Department's Project Manager 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.

V. Evaluation of Herbiciding Results

The 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.

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

X. Communications:

The Contractor shall notify the Department'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 is forced to assign a new Crew Chief to the project, the Contractor shall notify the Department's Project Manager 24 hour in advance of the change and provide proof of experience and receive approval from the Department prior to assigning the new Crew Chief to the project.

Y. Project Schedule and Time of Payment:

The contractor may submit for application of payment monthly for hours worked that: A) have resulted in 95% kill of target species within a designated project area; and B) after the Department 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 Department 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 April 1, 2011. A 10% retainage shall be withheld from each payment application until the successful completion of the entire project as determined by the Department.

*Payment shall only be made for work that has resulted in the successful kill of target species, i.e., 95% kill of target species within designated project areas.

III. QUALIFICATIONS:

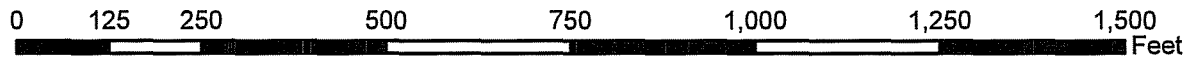
Five (5) years minimum experience working on Nature Preserve properties doing prescribed burns and herbicide applications are required. Describe your experience or involvement in project of similar size and scope, providing references where appropriate of the requested services)

IV. SPECIAL CONDITIONS:

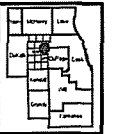
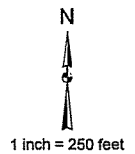
Response Instructions

An original bid response, marked as "**original**" and one copy should be returned in a sealed package bearing the name and address of the respondent and be labeled "**10-011 McLean Prescribed Burns and Herbicide Application**".

**Purchasing Department
County of Kane
719 South Batavia Avenue. Building (A)
Geneva, IL 60134**



Stearns Road Bridge Corridor Project: Mclean Blvd Fen Area
Kane County, IL



Attachment – 2 (Table 1. Herbicide Application Rates by Species, Timing, and Application Method)

Common Name	Species	Application Method	Timing of Application*	Herbicide Trade Name (stocked by LCFPD)	Chemical	% Active Ingredient	Aquatic Approved?	Percent Concentration	OZ of Herbicide / GAL Carrier	Carrier	Comments**
Teasel, Cut-leaved and Common	<i>Dipsacu laciniatus, D. sylvestris</i>	Foliar Spray	May 10 - July 15	Transline	Clopyralid	40.90%	No	0.75%	1.00	Water	Effective at all growth stages. If in flower remove heads before spraying
		Foliar Spray	May 10-July 1	Aquamaster	Glyphosate	53.80%	Yes	3.00%	4.00	Water	Effective on non-bolting plants
		Foliar Spray	May 10-July 1	Roundup Pro	Glyphosate	41.00%	No	2.00%	2.66	Water	Effective on non-bolting plants
Common Reed	<i>Phragmites australis</i>	Foliar Spray	August 15-September 30	Aquamaster	Glyphosate	53.80%	Yes	5.00%	6.00	Water	Add a non-ionic surfactant
		Foliar Spray	June 20 - September 30	Habitat	Imazapyr	28.70%	Yes	1.25%	1.60	Water	Add a non-ionic surfactant
		Wick	August 15-September 30	Aquamaster	Glyphosate	53.80%	Yes	33.00%	54.00	Water	May be wick applied to uncut stem or stems may be cut and herbicide applied to cut stem.
Reed Canary Grass	<i>Phalaris arundinacea</i>	Wick	June 20 - September 30	Habitat	Imazapyr	28.70%	Yes	1.25%	1.60	Water	May be wick applied to uncut stem or stems may be cut and herbicide applied to cut stem.
		Foliar spray	April 1-June 10 and October 1-November 10	Aquamaster	Glyphosate	53.80%	Yes	5.00%	6.00	Water	Add a non-ionic surfactant
		Foliar spray	October 1-November 10	Roundup	Glyphosate	41.00%	No	2.00%	2.66	Water	Add a non-ionic surfactant
		Foliar spray	May 15- July 15	Journey	Glyphosate	21.94%	No	0.69%	0.88	Water	Add a non-ionic surfactant
		Foliar spray	May 10-May 25	Poast Plus	Sethoxydim	13%	No	1.31%	1.68	Water	Grass specific. Plants should be about 6 inches tall at time of application. Variable results.
Cattail, Narrow-leaved and Hybrid	<i>Typha angustifolia, T. x. glauca</i>	Foliar spray	May 15- July 15	Habitat	Imazapyr	28.70%	Yes	1.00%	1.32	Water	May take up to 2 months to see results. Add nonionic surfactant.
		Foliar Spray	June 10-August 15	Aquamaster	Glyphosate	53.80%	Yes	5.00%	6.00	Water	Add a non-ionic surfactant
		Foliar Spray	June 10-August 15	Habitat	Imazapyr	28.70%	Yes	1.00%	1.32	Water	May take up to 2 months to see results. Add a non-ionic surfactant
		Wick	June 10-August 15	Aquamaster	Glyphosate	53.80%	Yes	33.00%	54.00	Water	Add a non-ionic surfactant
		Wick	June 10-August 15	Habitat	Imazapyr	28.70%	Yes	1.00%	1.32	Water	May take up to 2 months to see results. Add a non-ionic surfactant
Oriental Bittersweet	<i>Celastrus orbiculatus</i>	Foliar Spray	October 15-October 30	Garlon 4	Trichlopyr	61.60%	No	25.00%	44.00	Water	Plus 1 qt non-ionic surfactant
		Basal Bark	15	Garlon 4	Trichlopyr	61.60%	No	3 - 5%	3.84-6.40	Water	Add a non-ionic surfactant
Garlic Mustard	<i>Alaria petiolata</i>	Foliar Spray	March 1-June 1 and October 15-November	Garlon 3A	Trichlopyr	44.40%	Yes	3.00%	3.84	Water	Add a non-ionic surfactant
Yellow Iris	<i>Iris pseudoacorus</i>	Foliar Spray	June 10-July 20	Aquamaster	Glyphosate	53.80%	Yes	5.00%	6.00	Water	Add a non-ionic surfactant
Canada Thistle	<i>Cirsium arvense</i>	Foliar Spray	May 15 - June 15	Transline	Clopyralid	40.90%	No	0.75%	1.00	Water	Add a non-ionic surfactant
		Foliar Spray	May 15 - June 15	Aquamaster	Glyphosate	53.80%	Yes	5.00%	6.00	Water	Add a non-ionic surfactant
Japanese Knotweed	<i>Polygonum cuspidatum</i>	Injection	June 15-July 25	Aquamaster	Glyphosate	53.80%	Yes	100.00%	undiluted	Water	Plus 1 qt non-ionic surfactant
		Cut Stem	June 15-July 25	Aquamaster	Glyphosate	53.80%	Yes	50.00%	88.00	Water	Plus 1 qt non-ionic surfactant
Tree of Heaven	<i>Alainthus altissima</i>	Foliar Spray	June 1-July 30	Garlon 3A	Trichlopyr	44.40%	Yes	2.00%	2.56	Water	Add a non-ionic surfactant
		Cut stump	best	Garlon 3A	Trichlopyr	44.40%	Yes	100.00%	undiluted	N/A	Add a non-ionic surfactant
Purple Loosestrife	<i>Lythrum salicaria</i>	Foliar Spray	July 1 - August 1	Garlon 3A	Trichlopyr	44.40%	Yes	1.50%	1.90	Water	Remove flower heads if in flower. Add a non-ionic surfactant
Leafy spurge	<i>Euphorbia esula</i>	Foliar Spray	August 10-September 15	Plateau	Imazapic	23.60%	No	0.40%	0.50	Water	Methylater Seed oil needed in mix
Buckthorn, Common and Glossy	<i>Rhamnus cathartica, Frangula alnus</i>	Foliar Spray	April 20-May 30	Roundup Pro	Glyphosate	41.00%	No	1.50%	2.00	Water	Add a non-ionic surfactant
		Foliar Spray	April 20-May 30	Garlon 3A	Trichlopyr	44.40%	Yes	5.00%	6.40	Water	Add a non-ionic surfactant
		Basal Bark	December 1-March 15	Garlon 4	Trichlopyr	61.60%	No	3 - 5%	3.84-6.40	Oil	Add a non-ionic surfactant
		Cut Stump	December 1-March 15	Garlon 4	Trichlopyr	61.60%	No	20%-30%	25.6-38.4	Oil	Add a non-ionic surfactant
Crown vetch	<i>Corollinus varia</i>	Cut Stump		Garlon 3A		44.40%	Yes	16.5% -20%		Water	Add a non-ionic surfactant, treat immediately after cutting
		Foliar Spray	June 25-July 25	Transline	Clopyralid	40.90%	No	0.75%	1.00	Water	Add a non-ionic surfactant