

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Mill Creek SSA Prairie Maintenance and Restoration Contract

Submitted by: Jim Hansen – Purchasing

Date Submitted: August 17, 2011

Examined by:

KC Shipp
(Print name)

[Signature]
(Signature)

8-18-2011
(Date)

Post on Web:

Yes

No

Atty. Initials

KCS

Comments:

Please have the Chairman sign the attached contract.

Chairman signed:

Yes

No

(Date)

Document returned to: _____

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2011, between Kane County, 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as "County"), and Tallgrass Restoration, LLC, 2221 Hammond Drive, Schaumburg, IL 60173 (hereinafter referred to as "Contractor").

WITNESSETH, THAT WHEREAS, the County intends to contract for wildflower maintenance and restoration services of selected areas of the Mill Creek SSA (hereinafter referred to as the "Project"), utilizing the services of the above mentioned Contractor in accordance with the Terms & Conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1 - SERVICES OF CONTRACTOR

1.1 GENERAL

The Contractor shall:

1.1.1. Perform professional services in connection with the Project as outlined in the "Statement of Work" attached as Exhibit 1, and as hereinafter stated.

1.1.2. Designate in writing a person to act as its Project Manager with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

SECTION 2 - PERIOD OF SERVICE

2.1. The terms of this Agreement shall remain in effect from the date of execution hereof and shall end one (1) year after final acceptance of the project.

SECTION 3 - PAYMENT FOR SERVICES AND REIMBURSEMENTS

3.1. The County shall make payments to the Contractor after the invoices submitted by the Contractor are approved by the County. Reimbursements shall be made by the County as provided in Exhibit 1.

SECTION 4 - GENERAL CONDITIONS

4.1. TERMINATION

This Agreement may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

4.1.1. If this Agreement is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date as provided in Exhibit 1, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

4.1.2. In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and Contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

4.1.3. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or Contractors, directly or indirectly in connection with the Project, all as provided in Exhibit 1 hereto.

5.1. **INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the County before starting work or within ten (10) days after the notice of award of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the County. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left".

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(A) **Commercial General Liability:**

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

| | |
|------------------------------|--------------|
| General Aggregate | \$ 2,000,000 |
| Products/Completed Aggregate | \$ 1,000,000 |
| Each Occurrence | \$ 1,000,000 |
| Personal Injury | \$ 1,000,000 |
- iii. Coverage is to be written on an "occurrence" basis.
- iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this Agreement.

(B) Worker's Compensation:

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each of its Subcontractors similarly to provide Worker's Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each its Subcontractors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:
Combined Single Limit \$ 1,000,000

(D) Umbrella:

- i. Limits:
Each Occurrence/Aggregate \$ 2,000,000

The Contractor understands and agrees that, except as to professional liability, any performance bond or insurance protection required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County as herein provided.

6.1. INDEMNIFICATION

6.1.1. The Contractor shall indemnify and hold harmless the County, its officers or employees from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement because of any negligent act or omission, neglect, or misconduct of the Contractor, its employees and agents, or any of its subcontractors in the performance of this contract. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided

6.1.2. The Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy construction as a result of any negligent act or omission, neglect, or misconduct in the performance of its work and shall indemnify and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. Acceptance of the work will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

6.1.3. The Contractor shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the County resulting from such delay, caused by any errors, omissions and/or negligent acts of the County or its agents, or by changes ordered in the work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the Contractor's control. In the event of such delay, the Contractor will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

6.1.4. The Contractor shall not be responsible for any damages which may occur as a result of any modifications made to the plans of the Contractor by others without the Contractor's knowledge, or for damages which may occur because of the improper or negligent acts of third parties.

6.1.5. The County will release and hold harmless the Contractor for delays or losses experienced by the County or others which result from the discovery of concealed conditions which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services will be considered additional under section 2 of this Agreement.

6.2. **FORCE MAJEURE**

Neither the Contractor nor the County shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

6.3. **STANDARD OF CARE**

The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the County. The County shall base its determination of the Contractor's fulfillment of the scope of work in accordance with accepted professional engineering standards.

6.4. **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.5. **ENTIRE AGREEMENT**

This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

6.6. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

6.7. **NOTICE**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service to:

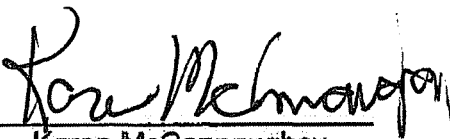
Mary Anne Hoyer
Kane County Development
Mill Creek SSA
719 S. Batavia Avenue
Geneva, IL 60134

Mark Micek
Tallgrass Restoration, LLC
2221 Hammond Drive
Schaumburg, IL 60173

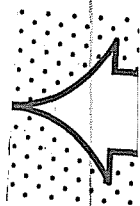
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

COUNTY OF KANE

Tallgrass Restoration

By: 
Karen McConnaughay
Chairman, County Board
Kane County, Illinois

By: 
Mark Micek



STATEMENT OF WORK

For

14-011 Prairie Maintenance RFP

OVERVIEW

Kane County is seeking proposals from qualified and experienced contractors to provide vegetation management tasks in areas of native landscaping and/or wetlands on behalf of the Mill Creek Special Services Area (SSA).

The Mill Creek Subdivision which is located in Kane County just west of Geneva and Batavia, IL is a Planned Unit Development with mixed uses. Mill Creek is home to over 72 acres of parks and 15 miles of bike trails with over 8400 housing units.

I. GENERAL INSTRUCTIONS:

A. QUALIFICATIONS:

1. Required Experience:

- a. A minimum of seven (7) years experience in the design and construction administration of natural areas creation and/or restoration projects, including monitoring/reporting.
- b. A minimum of two (2) years documented field experience in the construction and/or stewardship of natural areas, including prescribed fire.
- c. Capable of identifying native species in the field at all stages of growth.
- d. Capable of identifying invasive and weedy species in the field at all stages of growth.
- e. Knowledge of soil and light requirements of specific native species.
- f. Documented success in establishing native plantings from seed.
- g. Creating native seeding composition lists using seeds/unit area (not by weight).
- h. Maintenance of native planting areas, including prescribed fire.
- i. Talking to public about use of native plant species.
- j. Incorporating native plantings into construction specifications.
- k. Has experience writing native landscaping educational literature and signage.
- l. Experience working with government staff on natural areas management issues.

2. Extensive experience in at least 10 projects of similar size and scope with addresses and contacts listed.

3. Contractors are expected to be knowledgeable and experienced with native landscape management and able to provide input and recommendations on maintenance needs, methods and frequencies of service that could be incorporated in future year's management programs.

B. SCOPE OF WORK:

1. Typical maintenance tasks may include but are not limited to the following:
 - a. Prescribed Burn – One third each year.
 - i. Contractor shall be licensed and certified and shall provide all permits.
 - b. Chemical management of aggressive plant species.
 - c. Wildflower enhancement mix plantings.
 - d. All wildflower areas shall be inspected in June, July and August and noxious weeds will be removed by hand, mechanical methods and/or treated with appropriate herbicide.
 - e. Wildflower area over seeding and/or Furnish and install wildflower plant plugs.
 - f. Create a Vegetative Inventory for the SSA.
 - f. Perform such other duties as may be assigned.

C. SUBMISSION SPECIFICATIONS:

1. Please submit a brief narrative presenting your experience and qualifications.
2. References of similar engagements described. Descriptions and references to ten (10) successful native plant/seed installations, five (5) of the ten (10) projects referenced shall have been completed within the past five (5) years. At a minimum references shall include the client's name, address and telephone number.
3. Before and after photos for a minimum of three (3) of the projects referenced. At least one project photo reference shall demonstrate design, construction administration, and monitoring/reporting competency. At least one project photo reference shall demonstrate natural areas construction experience.
4. Include a copy of your resume, curriculum vitae, professional affiliations, certifications and any other material that you believe may be appropriate.
5. Provide a complete list of services proposed along with any associated costs.

II. PROPOSAL EVALUATION AND SELECTION OF QUALIFIED PROFESSIONAL

The Kane County Development Department shall initially review all timely responses to this request for qualifications and shall forward all written responses of the applicants to the County Board or committee for review.

Selection of a qualified professional will be made on the following basis:

1. Professional qualifications.
2. Experience.
3. Cost.

Kane County reserves the right to request all proposers to make an oral presentation to the review panel regarding their proposal.

III. SPECIAL CONDITIONS

Response Instructions:

An original RFP response, marked as "original" (with submittal requirements) along with one (1) copy shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "RFP 14-011 Prairie Maintenance" Your response may be mailed or hand delivered as follows:

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



Mark Micek
 Project Ecologist
 2221 Hammond Drive
 Schaumburg, IL 60173
 Phone: 847-925-9830
 Fax: 847-925-9840
 Mobile: 847-456-8132
 Mark.Micek@tallgrassrestoration.com

Kane County Development Department
 Mary Anne Hoye
 719 Batavia Ave.
 Geneva, IL 60134
 (630) 232-3490
 HoyeMaryAnne@co.kane.il.us

Proposal

| | |
|-------------|-----------|
| Date: | 3/28/2011 |
| Proposal #: | 3350 |

Mill Creek 2011 RFP

| Description | Qty | U/M | Rate | Total |
|---|-----|-------|-----------|-----------|
| Herbicide Application - Weeds will be selectively sprayed or wicked with the appropriate herbicide where found on site. Annual weeds will be spot mowed as necessary to avoid using chemicals where possible. Herbicides will be limited to varieties (or equivalents) listed in specifications. Where a different herbicide may be needed, a request for approval will be submitted to Kane County. Stewardship visits will be timed to take place roughly three times throughout the growing season. Each complete visit will involve targeting weeds in all areas of the property. A complete visit may take several days to complete. The primary goal will be to eliminate weeds before they can go to seed. | 3 | Visit | 15,900.00 | 47,700.00 |
| Prescription Burn - After all permits and permissions are acquired & all adjacent neighbors are notified we will perform a prescription bur of roughly 1/3 of the property each season. Burn will be in accordance with guidelines set forth in specifications provided by Kane County. Additionally, a burn plan as outlined by the Illinois Prescribed Burning Act will be created and approved by Kane County before the burn will take place. In addition to \$290, burn manager will also be a Certified Prescribed Fire Manager as required by the Illinois Prescribed Fire Act. All crew members on the burn will at a minimum have been through the Chicago Wilderness burn training program. | 1 | Each | 6,425.00 | 6,425.00 |
| Vegetative Inventory - Meander survey of all areas will be performed two times during the growing season to get an accurate inventory of the species present. All findings will be compiled in a year end report and delivered to Kane County. We recommend doing this every three years, but it can be completed annually if required. | 1 | Each | 6,625.00 | 6,625.00 |
| Native Seeding - As needed, native enhancement seeding can be performed throughout all of the natural areas. Prices for items below are separated according to type of seeding and method of installation. Drill seeding is only recommended for continuous areas larger than 1 acre. Prairie Seeding by Hand | 1 | acre | 950.00 | 950.00 |
| Total | | | | |

Tallgrass Restoration requests a 50% deposit on contracted services.

AMK
 5-24-11

 Sales/Project Manager, Tallgrass Restoration, LLC

 Date

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All deletions have been noted. I am familiar with and agree to the terms and conditions attached. To accept this proposal, please sign on the line below and return the signed original to Tallgrass Restoration, LLC.

 Client Representative

 Date

This proposal includes terms and conditions attached and constitutes a binding contract agreement upon acceptance. Tallgrass Restoration, LLC is fully covered by insurance. Our employment practices are fully compliant with applicable State and Federal laws and regulations. TGR's warranty is conditioned upon timely payment of invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of the plant material. All materials are at wholesale prices and include shipping and handling fees.



Mark Micek
 Project Ecologist
 2221 Hammond Drive
 Schaumburg, IL 60178
 Phone: 847-925-9830
 Fax: 847-925-9840
 Mobile: 847-456-8132
 Mark.Micek@tallgrassrestoration.com

Kane County Development Department
 Mary Anne Hoye
 719 Batavia Ave.
 Geneva, IL 60134

(630) 232-3490
 HoyeMaryAnne@co.kane.il.us

Proposal

| | |
|------------|-----------|
| Date | 3/28/2011 |
| Proposal # | 3350 |

Mill Creek 2011 RFP

| Description | Qty | U/M | Rate | Total |
|--|-----|------|----------|--------------------|
| Prairie Seeding with a Drill Seeder | 1 | acre | 1,255.00 | 1,255.00 |
| Wetland Seeding by Hand | 1 | acre | 1,175.00 | 1,175.00 |
| Live Planting - Live perennial plugs can be installed where needed throughout the natural areas. Planting is recommended during the month of May when possible. Watering will be the responsibility of the owner. Pricing may be subject to change based on species requested. General prairie and wetland species can be installed for the price provided. Minimum installation of 500 plants required. | 500 | Each | 3.50 | 1,750.00 |
| Total | | | | \$65,880.00 |

~~Tallgrass Restoration requests a 50% deposit on contracted services.~~

*CMW
5-24-11*

 Sales/Project Manager, Tallgrass Restoration, LLC

 Date

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All deletions have been noted. I am familiar with and agree to the terms and conditions attached. To accept this proposal, please sign on the line below and return the signed original to Tallgrass Restoration, LLC.

 Client Representative

 Date

This proposal includes terms and conditions attached and constitutes a binding contract agreement upon acceptance. Tallgrass Restoration, LLC is fully covered by insurance. Our employment practices are fully compliant with applicable State and Federal laws and regulations. TGR's warranty is conditioned upon timely payment of invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of the plant material. All materials are at wholesale prices and include shipping and handling fees.