

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Contract Extension for Services – Native Prairie Maintenance Services

Bid 19-012 Native Prairie Maintenance

Submitted by: Chris Rossman – Purchasing Department

Chris Rossman
4-5-13

RECEIVED
APR 05 2013
KANE COUNTY BOARD

Date Submitted: April 5, 2013

Examined by: Joseph Lauzen
(Print name)

Joseph Lauzen
(Signature)

4-11-13
(Date)

[Redacted] *[Redacted]* Res. # 13-52

Comments: The Department of Facilities, Developments, and Environmental Resources requires this contract for the Mill Creek SSA native prairie maintenance services. The Kane County Board authorized the Chairman to enter into a two-year contract per Resolution 13-52.

Please notify the Purchasing Office when the Agreement is ready to be picked up or requires additional information.

Attachments: Resolution 13-52, Offer Letter, Contract Synopsis, Agreement and COI

Chairman signed: YES ✓ NO 4/15/2013 *CLW*
(Date)

Document returned to: Chris. Rossman
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 52

**AUTHORIZING EXTENSION OF CONTRACT FOR THE MILL CREEK SSA
NATIVE PRAIRIE MAINTENANCE**

WHEREAS, bids were solicited and received in 2012 for the Mill Creek Special Service Area Prairie Maintenance contract. Resolution number 12-119 to manage and maintain selected areas within the Mill Creek subdivision. The Mill Creek SSA would like to exercise the one year extension option within the contract; and

WHEREAS, Natural Resource Management, Inc. of Beecher, IL, has agreed to continue to provide the necessary maintenance services at a cost of \$32,920; and

WHEREAS, adequate funds have been budgeted and are available to complete this work. Staff recommends this service contract is extended.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract with Natural Resource Management Inc of Beecher Illinois to provide the Mill Creek Prairie Maintenance for the Mill Creek Special Service Area District at a cost of Thirty-Two Thousand Nine Hundred Twenty Dollars (\$32,920). Funding shall be paid from the Special Service Area Fund 520.690.730.50150.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	if funds are not currently available in the specified line item, where are the funds available?
520.690.730.50150	Contractual/consulting services	Yes	Yes	N/A

Passed by the Kane County Board on March 12, 2013.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
 Yes _____
 No _____
 Voice _____
 Abstentions _____
 3MC-Prairie _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-52

Resolution Name AUTHORIZING EXTENSION OF CONTRACT FOR THE MILL CREEK SSA NATIVE PRAIRIE MAINTENANCE

Presenter/Sponsor: JOHN LOCHBAUM, MILL CREEK SSA MANAGER

Budget Information: Was this item budgeted? Yes No N/A Appropriation Amount: \$32,920.

If not budgeted, explain funding source

SUMMARY: Contract Bid 19-012
Natural Resource Management of Beecher, Illinois has agreed to continue to provide the necessary maintenance services at a cost of \$32, 920. for FY2013 and Resolution 12-119 was approved.
Staff recommends this service contract is extended.

Attachments:

Detailed information available from : Staff Name: John Lochbaum Phone: 630-208-6580

Resolution/Ordinance Tracking: Assigned Committee: Development Passed Sent to: Executive on: 03/06/2013

If Other, specify:

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 03/06/2013

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date: 03/12/2013

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
 Geneva, Illinois 60134

Telephone: (630) 232-5929
 Fax: (630) 208-5107



March 19, 2013

To: Chairman Lauzen

From: Jim Hansen

CONTRACT SYNOPSIS

Procurement Name:	Bid 19-012 Mill Creek Native Prairie Maintenance
Requesting Department:	Development/Mill Creek SSA
Awarded Vendor	Natural Resource Management

PURPOSE

This is a one year contract extension for prairie maintenance services at Mill Creek for the SSA.

The previous contract was competitively solicited and awarded by the County Board on March 8, 2012, per Resolution 12-119. It expired on December 31, 2012, and included an option to extend if mutually agreed by both parties.

Natural Resource Management offered to extend the existing contract with the same terms and conditions, including their fee formula. The County Board approved the contract extension on March 12, 2013, per Resolution 13-52, for one year with no price increases.

PREVIOUS PROCUREMENT

Vendor/Location	Herbicide Application	Spring Burn	Fall Burn	Total Bid Cost
Natural Resource Management Beecher, IL	(\$8,640.00 ea.) \$25,920.00	\$3,500.00	\$3,500.00	\$32,920.00
Encap, Inc. Sycamore, IL	(\$11,155.00 ea.) \$33,465.00	\$7,550.00	\$7,550.00	\$48,565.00
Tallgrass Restoration, LLC Schaumburg, IL	(\$14,400.00 ea.) \$43,200.00	\$3,725.00	\$3,705.00	\$50,630.00
Integrated Lakes Management Waukegan, IL	(\$20,567.00 ea.) \$61,701.00	\$9,000.00	\$9,000.00	\$79,701.00

NRM

Natural Resource Management, Inc.
P.O. Box 702, Beecher, IL 60401
708/ 935-2100
dshortnrm@hotmail.com

18 March 2013

John Lochbaum
Mill Creek SSA Manager
719 S. Batavia Avenue
Geneva, IL 60134

Dear Mr. Lochbaum:

Natural Resource Management, Inc.(NRM), is looking forward to working with you on the management of natural areas in the Mill Creek Subdivision for the 2013 growing season.

NRM will provide services such as but not limited to herbicide application, prescribed fire, and high-mowing. This will be completed for the contract price of \$32,920.00.

If you have questions, please contact NRM at 708.935.2100.

Sincerely,

Doug Short, President

Doug Short
Natural Resource Management, Inc.

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2013, between Kane County, 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as "County"), and Natural Resource Management, PO Box 702, Beecher, IL . (hereinafter referred to as "Contractor").

WITNESSETH, THAT WHEREAS, the County intends to contract for native prairie maintenance services (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 contractual services in connection with the Project as outlined in the "Scope of Services" 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

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

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.

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 Section 5, 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
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- (D) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$ 2,000,000
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- (E) **The County of Kane shall be named as additional insured on all insurance policies except Workmen's Compensation and Professional Liability.**

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:

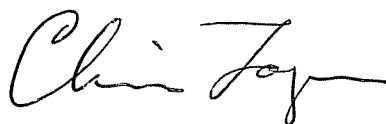
John Lochbaum
Mill Creek SSA Project Manager
County of Kane
719 S. Batavia Avenue
Geneva, IL 60134

Doug Short
Natural Resource Management, Inc.
PO Box 702
Beecher, IL 60401

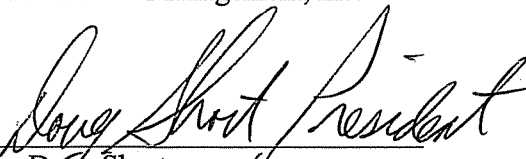
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

COUNTY OF KANE

Natural Resource Management, Inc.

By: 

Christopher J. Lauzen
Chairman, Kane County Board
Kane County
719 S. Batavia Ave
Geneva, IL 60134

By: 

Doug Short
President
Natural Resource Management, Inc.
PO Box 702
Beecher, IL 60401

EXHIBIT 1

I. SCOPE OF SERVICES

A. Herbicide Application

1. Three (3) complete applications per year for the areas specified in the attached map.
2. Invasive Plant Management Goal: The goal is 95% kill of all target species.
3. Treatment Methods:
 - a. 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).
 - b. 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.
 - c. 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.

4. Targeted Species:

Target species include, but are not limited to:

- | | |
|-------------------------|------------------------------------|
| a. Reed Canary Grass | Phalaris arundinacea |
| b. Cattails | Typha x glauca and T. angustifolia |
| c. Common Reed | Phragmites australis |
| d. Teasel | Dipsacus spp. |
| e. Oriental Bittersweet | Celastrus orbiculatus |
| f. Leafy spurge | Euphorbia esula |
| g. Crown vetch | Coronilla varia |
| h. Purple Loosestrife | Lythrum salicaria |
| i. Garlic mustard | Allaria petiolata |
| j. Yellow Iris | Iris pseudoacorus |
| k. Canada thistle | Cirsium arvense |
| l. Japanese knotweed | Polygonum cuspidatum |

5. 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.

- a. Herbicides (Trade Names) that may be used by the Contractor to complete herbicide treatments include, but are not limited to:
 - i. Transline
 - ii. AquaMaster/Aquaneat
 - iii. Round-up
 - iv. Journey
 - v. Vantage
 - vi. Garlon 3A
 - vii. Garlon 4

- b. An aquatic approved Glyphosate herbicide (e.g., Aquamaster) shall be used to treat all populations growing in or near standing water.
- c. Project Manager shall approve herbicide type, timing of application and application method for each target species at the project site. The County requires that the Contractor to use a dye in the herbicide mix to help the Contractor and Project Manager assess where herbicide has been applied.

6. Treatment Protocol:

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

- a. The Contractor shall be responsible for positively identifying all targeted species before they are treated with herbicides. Failure to do so may incur unnecessary damage to protected species, which shall be repaired or replanted at the Contractors expense. Any replacement materials are subject to County's approval.
- b. The Contractor shall adhere to the following protocol when determining whether conditions are appropriate for chemical application:
 - i. Wind speeds within the label specifications at the project site.
 - ii. Daytime temperature follows label recommendations (critical for herbicides that volatilize).
 - iii. If the chance of precipitation is 40% or greater, the Contractor shall call the Project Manager 24 hours in advance of the predicted weather to discuss work for the day in question.
 - iv. 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 Project Manager.
 - v. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the Department's Project Manager.
- c. Public Notification:
 - i. 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.
 - ii. Signs on public roadways shall conform to all applicable County and IDOT signage specifications.

B. Prescribed Burn

- 1. Spring 2012 burn area as specified on the attached map.
- 2. Fall 2012 burn area as specified on the attached map.
- 3. Prescribed Burn Plan: The Contractor will submit upon notice to proceed within 10 working days for approval, a prescribed Burn Plan to the Project Manager. The Contractor will also keep a log of all notifications for the required Fire Department(s) and Law Enforcement Agencies. The following shall be included in the Burn Plan:
 - a. Indicate firebreak locations, type, size, and method of preparation.
 - b. List all equipment to be used.
 - c. Water source and amount.
 - d. Burn Bosses: minimum S290 training.
 - e. Crew members: minimum S130/S190 or Chicago Wilderness training.
 - f. Controlled burn plan parameters specific to the project.

4. Permits: It will be the responsibility of the Contractor to provide all burn permits and to comply with the open burning permit requirements 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 Project Manager shall be copied on all correspondence related to permitting.
5. Notification: All adjacent property owners shall be notified of the intent to burn a minimum of 72 hours prior to the scheduled burn.
 - a. The Contractor shall post burn notification signs 24 hours before any scheduled burns are to proceed in any areas designated by the Project Manager. The Contractor is responsible for supplying, movement and placement of signage in the appropriate location(s) as the project proceeds.
 - b. Signs on public roadways shall conform to all applicable County and IDOT signage specifications.
6. 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.
7. Contractor Representative: Contractor shall keep a competent Superintendent on the job site at all times who shall have the knowledge and control of the project, authority to act for the Contractor, ability to direct and coordinate the work and who shall communicate solely with the Project Manager.
8. General Whether Conditions for the Prescribed Burns: Burns in most cases, shall not be started prior to 10 a.m. and must be substantially extinguished by 4 p.m. The following weather conditions are to be considered as guidelines. The Contractor shall describe a more specific set of parameters for the project. No more than two of these parameters may approach the more flammable end of the range. The County 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. It will be the Contractor's responsibility to follow the protocol and make all contacts. NOAA (National Oceanic Atmospheric Administration) shall be used as the official weather data source.

C. Billing Rates

The contract amount for these services for 2013 is not to exceed \$32,920.00.

