

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
1 130506	MENARDS	71398	SIGNS-PRESERVES	02/21/17	27020006216	EQUIPMENT	129.94
							129.94*
2 011359	AMEREN IP	02/15/2017	MILLBROOK SOUTH	02/21/17	27020006351	ELECTRIC	43.41
3 030794	CHAMPION ENERGY, LLC.	B1702060270	HARRIS	02/21/17	27020006351	ELECTRIC	39.56
4 030794	CHAMPION ENERGY, LLC.	B1702060270	HARRIS ARENA	02/21/17	27020006351	ELECTRIC	5.58
							88.55*
							218.49*
ELLIS HOUSE							
5 030794	CHAMPION ENERGY, LLC.	B1702060270	ELLIS	02/21/17	27021007076	UTILITIES - ELLIS HOUSE	285.62
6 031510	COMMONWEALTH EDISON	2/17/17-EL	ELLIS HOUSE	02/22/17	27021007076	UTILITIES - ELLIS HOUSE	183.00
							468.62*
7 130506	MENARDS	71517	DUSTERS, CLEANER	02/21/17	27021007080	GROUND & MAINT - ELLIS H	26.10
8 130506	MENARDS	71044	BLADES	02/21/17	27021007080	GROUND & MAINT - ELLIS H	9.47
9 130506	MENARDS	70934	ELLIS-MISC	02/21/17	27021007080	GROUND & MAINT - ELLIS H	47.03
							82.60*
							551.22*
ELLIS GROUNDS							
10 040538	DEKANE EQUIPMENT CORP	IA49023	ELLIS-LIFT ROD	02/21/17	27021027080	GROUND & MAINT - ELLIS G	105.86
							105.86*
							105.86*
ELLIS 5K							
11 110565	KENDALL PRINTING	17-0216	BRIDAL EXPO PROGRAMS	02/21/17	27021307087	PROG SUPPLIES - ELLIS 5K	67.50
12 110565	KENDALL PRINTING	17-0217	BRIDAL EXPO LABELS	02/21/17	27021307087	PROG SUPPLIES - ELLIS 5K	66.00
							133.50*
							133.50*
HOOVER							
13 140937	NICOR	02/13/17-HO	HO HOUSE	02/21/17	27022006860	HOOVER - GAS	71.51
14 140937	NICOR	02/13/17-MAINT	HO MAINT. BLDG	02/21/17	27022006860	HOOVER - GAS	139.62
15 140937	NICOR	02/14/17-HA	MOONSEED	02/21/17	27022006860	HOOVER - GAS	30.95
16 140937	NICOR	2/14/17-ROOK	HO ROOKERY	02/21/17	27022006860	HOOVER - GAS	118.79
17 140937	NICOR	2/14/17-BLAZING	BLAZING STAR	02/21/17	27022006860	HOOVER - GAS	64.95
18 140937	NICOR	2/14/17-KINGFIS	KINGFISHER	02/21/17	27022006860	HOOVER - GAS	96.56
19 140937	NICOR	2/13/17-ML	MEADOWHAWK	02/21/17	27022006860	HOOVER - GAS	13.91
							536.29*
20 030794	CHAMPION ENERGY, LLC.	B1702060270	HO BATHHOUSE	02/21/17	27022006861	HOOVER - ELECTRIC	407.39
21 030794	CHAMPION ENERGY, LLC.	B1702060270	HO MULTIPLES	02/21/17	27022006861	HOOVER - ELECTRIC	727.33
22 031510	COMMONWEALTH EDISON	2/6/17-HO	HO HOUSE	02/21/17	27022006861	HOOVER - ELECTRIC	71.87



**KENDALL COUNTY FOREST PRESERVE**  
**February 21, 2017**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL    )

The Kendall County Forest Preserve Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February 21, 2017 at 9:00 am. The Clerk called the roll. Members present: Scott Gryder, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matthew Prochaska, and John Purcell.

The Clerk reported to the President that a quorum was present to conduct business.

**AGENDA**

Member Prochaska moved to approve the agenda. Member Gryder seconded the motion. President Gilmour asked for a voice vote on the motion. All members present voting. **Motion carried.**

**CLAIMS**

Member Cullick moved to approve the claims in an amount not to exceed \$11,044.04. Member Hendrix seconded the motion. President Gilmour asked for a roll call vote on the motion. All members present voting. **Motion carried.**

**MINUTES**

Member Hendrix moved to approve the Forest Preserve District Commission meeting minutes of February 7, 2017. Member Cullick seconded the motion. President Gilmour asked for a voice vote on the motion. All members present voting. **Motion carried.**

**LICENSE AGREEMENT**

Member Hendrix moved to approve a five-year license agreement with the Yorkville Athletic Association NFP (Yorkville Fury) for use of the athletic field at Hoover Forest Preserve renewable year to year through the association's payment to the District of the annual \$2,000.00 license fee. Member Cullick seconded the motion. President Gilmour asked for a roll call vote on the motion. All members present voting. **Motion carried.**

**ADJOURNMENT**

Member Cullick moved to adjourn the Forest Preserve Meeting until the next scheduled meeting. Member Gryder seconded the motion. President Gilmour asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 22nd day of February, 2017.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
SPECIAL COMMISSION MEETING MINUTES**

**FEBRUARY 15, 2017**

**I. Call to Order**

President Gilmour called the meeting to order at 5:30 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Cullick, Davidson, Flowers, Kellogg, Prochaska, and Gilmour all were present.

**III. Approval of Agenda**

Commissioner Cullick made a motion to approve the agenda. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

**IV. Citizens to Be Heard**

No public comments were offered by citizens present at the meeting.

**V. Motion to Approve a Proposal from Wight & Company for the  
Inspection and Evaluation of the Hoover Forest Preserve Water  
Distribution System for an Amount Not-to-Exceed \$5,000.00.**

Commissioner Cullick made a motion to approve the proposal from Wight & Company for the inspection and evaluation of the Hoover Forest Preserve water distribution system for an amount not-to-exceed \$5,000.00. Seconded by Commissioner Flowers.

Director Guritz reported that Wight & Company was contacted to extend a proposal for inspecting and evaluating the water distribution system at Hoover Forest Preserve. As part of this effort, Phase I and Phase II drawings, as well as archived architectural drawings from the Hoover Boy Scout Camp have been reviewed to identify possible functional connections within the water main system. Inspection of the new water main line installed in 2009 revealed only minor issues with two shut-off valve locations that will need to be repaired.

Director Guritz reported that the evaluation is needed in order to identify possible locations where the system may be losing water based that would explain observations of well house pump activity.

Director Guritz stated that there are no visual cues on the landscape that indicate loss of water from the water main and service line distribution system.



DRAFT

Commissioner Purcell entered the meeting at 5:33 pm.

Commissioner Davidson stated that the main goal should be to identify shutoff locations and isolate portions of the system to determine where the problem may be.

Director Guritz presented as-built drawings and presented a progress report on staff efforts to isolate sections of the system.

Commissioner Kellogg suggested use of GIS capabilities to map out the location of the water main(s) and service lines.

Commissioner Davidson stated that the District needs to retain copies of any and all architectural drawings produced that the District may not currently have in its possession for future use.

Commissioner Purcell asked whether the District can continue to operate the facilities at Hoover while the problem is explored. Director Guritz stated that he was in contact with the Illinois Department of Public Health, and will be submitting water samples for testing as a precautionary measure.

President Gilmour stated that six affirmative votes from Commission are required to take action on the item.

Roll call: Commissioners Cullick, Davidson, Flowers, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none.

## **VI. Other Items of Business**

None.

## **VII. Citizens to Be Heard**

No public comments were offered by those in attendance.

## **VIII. Adjournment**

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 5:45 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES  
FEBRUARY 15, 2017**

**I. Call to Order**

Finance Committee Chairman Cullick called the meeting to order at 4:36 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Davidson, Gilmour, Kellogg, and Cullick all were present.

**III. Approval of Agenda**

Commissioner Gilmour made a motion to approve the agenda as presented. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

**IV. Citizens to be Heard**

No public comments were offered by those in attendance.

**V. Approval to Forward Claims in an Amount Not-to-Exceed \$11,044.04.**

Commissioner Kellogg made a motion to forward claims to Commission in an amount not-to-exceed \$11,044.04. Seconded by Commissioner Davidson.

Commissioner Cullick inquired into Claim #10 for Shaw Media. Director Guritz stated that the charges include promotions of the upcoming Bridal Expo, recurring charges for website hosting services, a help wanted ad for current position postings. Director Guritz stated that the marketing budget for wedding promotions is over the budgeted amount for the cost center, with a portion of the marketing costs covered by the administration budget.

Commissioner Cullick called the question. All, aye. Opposed, none.

**VI. Trash and Recycling Services Account Audit Updates and Timeframe for Securing Competitive Quotes**

Director Guritz reported on the audit performed by Latreese Caldwell of trash payments versus allowable sums per contract. The audit revealed that Allied / Republic Services has been overcharging the District for services. This has been brought to the attention of Republic Services, with an anticipated refund of overcharges totaling \$4,739.42.

DRAFT

Latreese Caldwell is also assisting with developing the call for proposals, which will include a contract template as opposed to the development of a post-award contract addendum.

Director Guritz reported that a letter of notification of termination of automatic contract renewal will be sent to Allied / Republic Services in early March.

## **VII. Henneberry Forest Preserve Mitigation and Restoration Project #17-03-001 and 2017 Farm Lease Logistics and Pre-Bid Conference Updates**

Director Guritz presented the results of the pre-bid conference for the Henneberry Forest Preserve Mitigation and Restoration Project.

Director Guritz reported that in preparation for the pre-bid meeting, the State's Attorney's Office was consulted in order to determine an appropriate response regarding the payment of prevailing wage for the project. The response was relayed to potential bidding firms during the pre-bid conference notifying the firms that the District is required to pay prevailing wage on all contracts, and that the Illinois Department of Labor should be consulted to determine whether the proposed ecological restoration project requires payment of prevailing wage.

Director Guritz provided the agenda, sign-in sheet, and pre-bid meeting addendum that will be distributed to bidding firms in the Finance Committee packets.

The Finance Committee discussed the provisions for addressing Palmer amaranth, and thanked Commissioner Kellogg for bringing this issue to the attention of Commission.

Director Guritz stated that the proportional share of cost that will be paid by Kendall County Highway Department is \$75,000.00, which is significantly less than the anticipated budget for the mitigation project.

Director Guritz reported that he is working with Commissioner Kellogg to review the herbicide treatment program for the upcoming year at Henneberry Forest Preserve for the project to insure that there are no residual impacts that could harm the planted materials or first year seed propagation.

## **VIII. 2007 Series Bond Debt Service Schedule Review and 2017 Series Bond Refunding Updates**

Director Guritz presented a report from Latreese Caldwell in consultation with Speer Financial, Inc. tying out the amount levied to the debt service schedule for the 2007 Series Debt Service Fund and subsequent 2015 and 2016 Series Refunding Projects. WIPFLI CPAs had reported that the District over levied for the debt service payments. However, the auditors did not anticipate the required debt service payment due in January 2017. The District has correctly levied the appropriate amounts in past years in order to cover its debt service payments.

DRAFT

The Finance Committee reviewed the District's remaining outstanding debt service schedules for all bonded debt series.

Commissioner Davidson noted that the debt service owed each year from FY 17 to FY 27 increases by a total of \$2.2M. Director Guritz stated that debt burden and schedule anticipates growth in the tax base which will flatten individual taxpayer burden over the remainder of the series.

President Gilmour asked what was assumed in terms of growth over the series. Director Guritz stated that this would need additional research.

Commissioner Kellogg reported that the percent increase year-to-year varies, with more significant percentage increases in certain years.

The Finance Committee directed staff to review the debt service schedule increases and present a report on whether there are opportunities to address year-over-year variations.

#### **IX. Review of a Proposal from Wight & Company for the Inspection and Evaluation of the Hoover Forest Preserve Water Distribution System for Time and Material Costs for an Amount Not-to-Exceed \$5,000.00.**

Director Guritz presented a proposal from Wight & Company, and results from initial inspections of the system. Director Guritz reported that at this point, it is unclear where the loss of water may be occurring within the system.

Director Guritz presented a review of staff progress with identifying possible locations of the loss of water from the system, and an overview of drawings showing the new water main system, and the older Hoover Boy Scout Camp water distribution system. Based on this review, further investigation will likely reveal that portions of the older water distribution system remain functional, which will require capping in order to address the issue of water loss. The Illinois Department of Public Health has been contacted, and staff will collect water samples from the District's facilities as a precautionary measure.

Director Guritz reported that two shut-off valves require repair. The shut-off valves control water flow to The Rookery and Moonseed Bunkhouse area.

The Finance Committee reviewed the drawings and discussed possible issues. Wight and Company will assist with evaluating whether portions of the old scout water distribution system remain functional.

Director Guritz reported that there may also be issues with the electrical supply to the pump house, with past correspondence with scout camp grounds staff indicating that intermittent power outages may have contributed to previous well pump failure in 1990.

DRAFT

**X. Executive Session**

None.

**XI. Citizens to be Heard**

No public comments were offered by those in attendance.

**XII. Other Items of Business**

Director Guritz presented proposal with Artlip & Sons for annual maintenance of the Hoover geothermal system for Meadowhawk Lodge.

The Finance Committee discussed the proposal, directing staff to present the annual maintenance agreement to Commission for approval.

Director Guritz reported that for the upcoming claims cycle, checks will be held pending Commission approval at the first Commission meeting in March.

The Finance Committee discussed the schedule for the first Finance Committee meeting in March. The Finance Committee meeting date will be changed from March 2, 2017 to March 1, 2017.

**XIII. Citizens to Be Heard**

None.

**XIV. Adjournment**

Commissioner Gilmour made a motion to adjourn. Seconded by Commissioner Kellogg. Commissioners Gilmour, Kellogg, and Cullick, aye. Opposed, Commissioner Davidson. Meeting adjourned at 5:31 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE OF THE WHOLE MEETING MINUTES**

**FEBRUARY 15, 2017**

**I. Call to Order**

President Gilmour called the meeting to order at 5:55 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Cullick, Davidson, Flowers, Kellogg, Prochaska, Purcell, and Gilmour all were present.

**III. Approval of Agenda**

Commissioner Cullick made a motion to approve the agenda. Seconded by Commissioner Kellogg. All, aye. Opposed, none.

**IV. Citizens to be Heard**

No public comments were offered by those present at the meeting.

**V. Director's Report**

Director Guritz reported that the FY 15-16 audit draft should be available for review after March 2, 2017. Once the draft audit is complete, the District will receive a bond rating from Moody's for the 2017 Series refunding.

Director Guritz reported that efforts are underway to evaluate the water distribution system at Hoover Forest Preserve.

The District is examining a potential Recreational Trails Program grant opportunity, with a grant submission deadline of April 3, 2017 for Millbrook South Forest Preserve, which would include enhancement of the Fox River Drive parking area for ADA accessibility, and construction of a multipurpose trail loop. The RTP grant program funds up to 80% of total project costs.

Commissioner Purcell inquired into our covenant requirements for Millbrook South Forest Preserve. Director Guritz reported that both federal and state funding support acquisition of Millbrook South, with Millbrook North acquired exclusively with referendum bond funding.

Director Guritz reported that Oswego East High School will be participating in Project Maramech in March, with approximately 150 students participating in two educational field trip dates, and assisting with restoration project efforts.

Director Guritz reported that the pre-bid conference for the Henneberry Forest Preserve Mitigation and Restoration project went well, with a detailed report included for discussion on the agenda.

## **VI. Yorkville Athletic Association NFP – 2017 Hoover Ball Field Lease Agreement and Proposed Improvements**

Director Guritz introduced Mike Klimavicius, President of the Yorkville Fury. Director Guritz reported that a meeting was held in the previous week to review the terms of the 2017 lease agreement. As part of the review, Mr. Klimavicius requested postponement of provisions requiring a grounds maintenance security deposit and cleanup fee.

Director Guritz stated that these provisions have been removed in the final draft for Commission approval, with the understanding that Yorkville Fury will take full responsibility for disposal of trash and cleanup of the lease agreement area after each and every use.

Mr. Klimavicius requested that Commission consider a longer term lease agreement in light of the Association's desire to invest capital funding in ballfield improvements, starting with the installation of a 400-foot five-foot tall outfield fence and 6-foot running track, and improvements to the dugout areas. Mr. Klimavicius stated that player separation from bleacher seating is needed.

Mr. Klimavicius stated that the parents have enjoyed playing at Hoover since 2012. The ballfield hosts players starting at the 8U level, with 5-teams actively utilizing the field for games and practices. In light of the capital improvement investment, Mr. Klimavicius requested consideration of a 5-year term for the lease agreement.

The Committee of the Whole discussed the issue with player safety in terms of addressing uneven terrain caused by mole activity. Commission provided direction to revise the lease agreement to allow for the treatment of the ball field area with GrubEx to deter mole activity. Commissioner Purcell extended an offer to donate the product for application in the ballfield area.

Mr. Klimavicius stated that during his meeting with Director Guritz, it was suggested that the District's equipment and labor could be used to offset a portion of the cost for installation of the new fence area.

The Committee of the Whole discussed the grounds cleanup deposit and cleanup fee, noting that the provisions had been lined-out in the final draft. The Committee of the Whole reached consensus that should cleanup continue to pose a problem, the issue will be re-explored after this first season.

Commissioner Purcell inquired into other changes in the license agreement. Director Guritz stated that in addition to the extension of support of the fencing improvement project, the annual lease fee has been increased to cover the costs for additional requested maintenance.



Commissioner Purcell inquired into how the improvements will be addressed in the project, suggesting that the lease agreement show that improvements made to the area become the property of the District following completion.

Commissioner Purcell also suggested including a provision that would trigger amendment of the agreement if the trash issue is not resolved in the coming year. Commissioner Prochaska also echoed these concerns, noting that there are provisions in the draft agreement that provide the opportunity for future amendment of the agreement.

Committee of the Whole consensus and direction is to move the agreement forward as amended to Commission for approval. Amendments included allowance for use of GrubEx for mole control, extension of a 5-year lease term, and inclusion of provisions to allow for amendment of the agreement, subject to Commission approval.

## **VII. Henneberry Forest Preserve Mitigation and Restoration Project #17-03-001 – 2017 Farm Lease Logistics and Pre-Bid Conference Updates**

Director Guritz presented the pre-bid meeting results, including bidding firm sign-in sheet, and the pre-bid meeting addendum. The bid opening is scheduled for March 1, 2017 at 10:15 am.

Director Guritz reported that an add-alternate has been added for the installation of woodchip mulch for tree and shrub protection.

Commissioner Purcell inquired into the farm lease logistics. Commissioner Kellogg stated that the herbicide application program is under review to insure the area is free and clear of residual product impacts at the time of the fall planting.

Director Guritz stated we are also examining the terms of the lease agreement including tight control of the weed management program. Because the cropland will be in the third year of soybean production, the District's farm operator, Junior Collins, suggested that rent be limited to the value of one-third of the total harvest within the area for the upcoming year. Commissioner Kellogg also stated that there will be a big difference in productivity with using early harvest seed, so changing the base rent terms makes good sense.

Commissioner Prochaska inquired into bidder response to the provisions calling for possible three-year control of Palmer amaranth. Director Guritz stated that the provisions were strongly articulated during the pre-bid meeting, noting the contractor knowledge on the subject and issue was limited.

Commissioner Kellogg provided insights on the impacts and spread of the super weed.



### **VIII. FY 15-16 Audit Updates –Report on the Review of the 2007 Series Bonds Debt Service Schedule and Fiscal Year Levies**

Director Guritz presented a report from Latreese Caldwell developed in consultation with Speer Financial, Inc. tying out the past District debt service levies to the debt service schedule for the 2007 Series Debt Service Fund and subsequent 2015 and 2016 Series refunding projects. WIPFLI CPAs had indicated that the District over levied for the debt service payments. However, the auditors did not anticipate the required debt service payment due in January 2017. The District has correctly levied the appropriate amounts in past years in order to cover its debt service payments.

### **IX. 2017 Series Bond Refunding Updates**

Director Guritz provided updates on the 2017 Series refunding bonds. Director Guritz stated that Commissioner Flowers will receive forms certifying the approval of the agenda and minutes for the Series 2017 authorizing ordinance as part of the February 7, 2017 Commission meeting.

Director Guritz reported that the due diligence conference call to review the District's official Position Statement pursuant to receiving a bond rating for the issuance was completed, with the rating assignment to be issued following completion and submission of the District's FY 16 draft audit.

### **X. Ellis House and Equestrian Center – Student Horsemanship Instructor Lease Agreement Template**

Director Guritz requested Committee of the Whole consideration of a proposed lease agreement template to extend housing to student horsemanship instructors for Ellis House and Equestrian Center. Director Guritz reported that a similar agreement will be needed with the Ellis Volunteer Caretaker as this position is considered for transition to a part time position.

Director Guritz reported that the purpose of the agreement template is to provide the opportunity for the District to consider an extension of a housing option to potential student candidates as part of an offer for employment. The District has a history of recruiting and retaining Black Hawk Community College students pursuing or graduating with Equine Science associate degrees. Extension of a housing option may help to entice future students to seek employment with the District while earning college credit towards their degree requirements.

The Committee of the Whole discussed the template, noting concerns over challenges with terminating a lease agreement in the event that a Horsemanship Instructor is terminated from District employment. Director Guritz stated that the positions filled would be seasonal

in nature based on student schedules, with lease terms extended to coincide with the academic calendar for participating students.

Commissioner Davidson left the meeting at 6:45 pm, and did not return.

President Gilmour requested if there were other discussion points from the Programming and Events Committee meeting. Commissioner Flowers stated that as part of the template development, pay would not be tied to a rent payment provision. Student horsemanship instructors would not be required to pay rent while in residence and active employment with the District.

Commissioner Purcell asked whether there was a minimum requirement for hours of employment. Director Guritz stated that so long as work was being performed in any given week, no rent would be owed to the District. Director Guritz stated that the reason that student horsemanship instructors would be paid rather than serving within an internship has to do with labor laws surrounding unpaid interns. Unpaid interns cannot perform the same tasks as paid employees, must be supervised at all times, and cannot work independently. Unpaid interns would have significant limitations on use in program, and add a heavy burden for required supervision.

Commissioner Purcell stated that the lease term should be clearly defined in order to avoid complications with individuals residing in the student housing space beyond the term of their employment.

Commissioner Purcell stated that a license agreement might be a better approach to examine in the future.

The Committee of the Whole provided direction to allow staff the flexibility for extending housing to potential student horsemanship instructors as part of an offer of employment, amending the template to include a required \$500.00 security deposit. Director Guritz stated that any lease offer extended would be subject to Commission approval.

## **XI. Executive Session**

Commissioner Purcell made a motion to enter into executive session under 2(c)5 and 2(c)21 of the Open Meetings Act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired, and for the discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Flowers, Kellogg, Prochaska, Purcell, and Gilmour, aye.  
Opposed, none.

Executive session called to order at 6:58 pm.

Commissioner Prochaska made a motion to adjourn from Executive Session. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

Regular session reconvened at 7:19 pm.

## **XII. Other Items of Business**

Commissioner Cullick reported that the Finance and Programming and Events Committee meetings scheduled for the first week of March will be held back to back on March 1, 2017.

## **XIII. Citizens to be Heard**

None.

## **XIV. Summary of Action Items to be Taken**

None recorded.

## **XV. Adjournment**

Commissioner Kellogg made a motion for adjournment. Seconded by Commissioner Prochaska. Meeting adjourned at 7:20 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Project #17-03-001 Henneberry Forest Preserve Mitigation and Restoration Project

Date: March 7, 2017

Attachment: Contract #17-03-001 Henneberry Forest Preserve Mitigation and Restoration Project

During the Committee of the Whole meeting on February 15, 2017, an update was provided on the pre-bid meeting conference for the Henneberry Forest Preserve Mitigation and Restoration Project.

During the Finance Committee meeting on March 1, 2017, the Committee discussed the bid results. The District received base bids ranging from a low bid of \$179,499 to a high of \$277,438.

A spreadsheet of bids received and unit prices is attached to this cover report.

The low bidder was SemperFi Land, Inc. of Yorkville, Illinois.

Review of contractor specifications, seed sources, and qualifications is completed.

References received are all positive, and the firm has performed similar work for other forest preserve districts.

Source supplies for seed, trees and shrubs were contacted, and are able to meet the project specifications for sourcing the needed plant material.

Source suppliers include National Seed of Lisle, whose primary source for seed and plugs is Genesis Nursery of Tampico, Illinois. St. Aubin Nursery of Kirkland, Illinois will be the supplier of native trees and shrubs.

#### Recommendation

District staff recommends Commission approval of contract #17-03-001 with SemperFi Land, Inc. of Yorkville including the base bid amount of \$179,449 plus an add-alternate of \$16,588 for installation of wood chip mulch, for a total contract amount of \$196,087.00.

## **Bid Proposal**

Bid Proposal For: Kendall County Forest Preserve District

Date: 2-28-17

Bid Submitted by: Roberto R. Velazquez

Business Name: Semper Fi Land Services, inc.

FEIN#: 30-0406249

Contact Person: Robert Velazquez

Address: 1215 Deer St.

Address: \_\_\_\_\_

City, State, Zip: Yorkville, IL 60560

Telephone Number(s) : (630) 544-1256 (630) 518-8484

Fax Number: (630) 882-9973

Having carefully examined the Legal Notice, Bid Notice, the Information for Bidders, General Conditions of the Contract, Special Provisions, Detailed Specifications, Drawings, Addendums issued, and Contract Certification Forms prepared for the work entitled:

**17-03-001 consisting of the seeding of Regreen™ cover crop, installation of trees, shrubs, and plugs (including spring pre-planting of 5-gallon and 15-gallon tree containers with selected forbs), installation of 6' coated woven-wire cattle fencing corrals for tree and shrub browse protection, and installation of selected seed mixes over the entire cropland conversion area, including first year monitoring, watering, and mowing on an as-needed basis,** as well as the premises and the conditions affecting the work, the undersigned hereby agree(s) to furnish all labor, labor materials, equipment, machinery, apparatus, implements, for the Work in accordance with the Contract Documents as noted.

TOTAL COST: \$ 179,449.00  
(FIGURES)

TOTAL COST: one hundred seventy ninefour hundred forty nine and zero cents  
(WORDS)

Provide project unit costs for the following project areas:

1. 6-foot coated woven-wire cattle fencing – cost for materials and installation per linear yard:

\$ 21.50 for materials and installation per linear yard

2. Cost for Regreen™ cover crop seed and installation costs

\$ 20.00 for Regreen seed per acre

\$ 180.00 for installation per acre

3. Seed mix and installation cost based on specified seed-mix equivalences:

- a. Short Sedge Meadow Seed Mix Equivalent

\$ 1950.00 for seed mix per acre

\$ 180.00 for installation per acre

- b. Pollinator-Palooza Seed Mix Equivalent

\$ 1,003.00 for seed mix per acre

\$ 150.00 for installation per acre

- c. Shortgrass Woods Edge or Savanna Seed Mix Equivalent

\$ 2,133.00 for seed mix per acre

\$ 180.00 for installation per acre

- d. Shortgrass Echinacea Seed Mix Equivalent

\$ 2,683.00 for seed mix per acre

\$ 180.00 for installation per acre

4. Cost per unit (or flat) installed for selected trees, shrubs, and 32-flat forbs, grasses, rushes and sedges.

\$ 148.00 for pre-planted 15-gallon trees installed per unit

\$ 52.00 for pre-planted 5-gallon trees installed per unit

\$ 148.00 for 15-gallon trees installed per unit

\$ 44.00 for 5-gallon trees or shrubs installed per unit

\$ 100.00 for 32-flat forbs, grasses, rushes or sedges installed per flat.

5. Add-alternate: Cost per mowing event for the full restoration area (Contractor will be expected to complete mowing based on the unit price extended during the contract period).

\$ 1750 . 00 Cost per requested mowing event (includes all associated costs)

**\*Include freight, delivery and any other charges in the unit price.**

MULCH- 319 cubic yards of mulch delivered and installed =\$52.00 per cubic yard\  
total =\$16,588.00

The Kendall County Forest Preserve District is exempt from Federal Excise Tax, Illinois Retailers' Occupational Tax and Transportation taxes, therefore these taxes are not to be included in the Bid Proposal.

The prices set forth herein are in agreement with all Federal, State and Local Laws, Rules, Ordinances and Regulations.

Duration Of Bid Offer - Bidder agrees to be bound to the terms of its bid for a period of sixty (60) calendar days after the Bid Opening Date.

Corporate Officers

Owner / President: Roberto R. Velazquez

Secretary: Frances M. Ramirez

Signature of Owner / President: 

Attest:  (Corporate Secretary)

Subscribed and sworn to before me this 1st DAY OF March, 20 17.

My Commission Expires: 2/17/19

x   
Notary Public Signature



Notary Seal



**Mandatory Pre-Bid Conference and Field Inspection  
Certification**

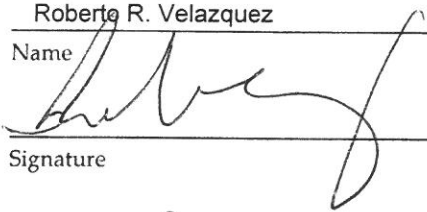
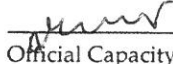
**IF REQUIRED IN THE BID NOTICE**

Date: 3-1-17

This is to certify that I attended the mandatory Pre-Bid Conference as required in the BID NOTICE.

This is to certify that I have completed the required field inspection as indicated by the BID NOTICE.

I am familiar with the existing conditions. Any condition not accurately specified in the Contract Documents and as found by my field inspection are attached.

Roberto R. Velazquez  
Name  
  
Signature  
  
Official Capacity  
Semper FI Land Services, Inc.  
Company Name  
630-544-1256  
Telephone Number

NOTE: When Pre-Bid Conference and Field Inspection Attendance is required in the Bid Notice, this form must be filled in completely and returned with Bid or the Bid may be rejected.

## **Addendum Receipt**

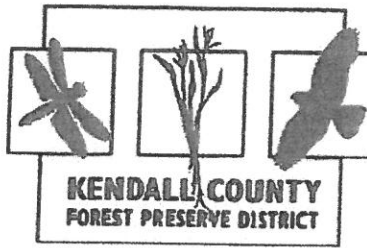
The receipt of the following addenda to the Drawings and Specification is acknowledged:

Addendum No. 1 Date: 2/16/2017

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_



## **Mandatory Pre-Bid Meeting Agenda**

Kendall County Historic Courthouse

110 W. Madison Street

Yorkville, IL 60560

February 15, 2017

### **Project #17-03-001**

## **HENNEBERRY WOODS FOREST PRESERVE TREE MITIGATION AND PRAIRIE-SHRUBLAND RESTORATION PROJECT**

The mitigation planting of trees and shrubs, and restoration of forty five (45) acres of cropland at Henneberry Woods Forest Preserve, including planting of Regreen™ cover crop, planting of trees, shrubs, and plugs, and seeding of 45-acres with select pure live seed mixes, including first year monitoring, watering, and mowing.

### **Project Overview**

#### **Add-alternate for woodchip mulch installation (Quantities and Addendum)**

- 10 cubic feet per stem for 5-gallons and 15-gallon tree and shrub containers
- 2 cubic feet per stem for 1-gallon tree and shrub containers
- No dyed chips; cypress or cedar
- Unit price – cost per cubic yard installed

Pre-Bid Meeting Addendum Materials will be issued after 4:30 pm on Friday, February 17, which is the deadline for submission of inquiries for response.

### **Bid Specification Clarifications**

### **Site Visit to Henneberry Forest Preserve**



Kendall County Forest Preserve District  
Henneberry Forest Preserve Mitigation and Restoration  
Project #17-03-001

Mandatory Pre-bid Meeting  
Addendum #1

Issuance Date: February 16, 2017

Website Posting Date: February 21, 2017 (<http://www.co.kendall.il.us/call-for-bids/>)

Attachments:

1. Pre-Bid Meeting Agenda for Wednesday, February 15, 2017
2. Contractor Sign In Sheet

**CLARIFICATIONS AND RESPONSES TO BIDDER INQUIRIES**

1. Wood chip mulch add-alternate.

- Bidders will include **add-alternate pricing for purchase and installation of woodchips** around all tree and shrub containers in the following quantities with noted exclusions:
  - 10 cubic feet per stem for 5-gallons and 15-gallon tree and shrub containers
  - 2 cubic feet per stem for 1-gallon tree and shrub containers
  - Total estimated volume: 8,250 cubic feet (5/15 gal) + 350 cubic feet (1 gal)  
**= 319 total cubic yards.**
  - No dyed wood chips; cypress or cedar
  - Unit price – cost per cubic yard installed

2. Payment of prevailing wage.

- Bidders were informed that the District, as a government agency in the State of Illinois, requires payment of prevailing wage in accordance with Illinois Department of Labor requirements.

Prevailing Wage Act (820 ILCS 130/0.01)

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405>

Prevailing Wage Landscaping FAQ

<https://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>

3. Clarification on the application of "Short-Sedge Meadow" and "Short-Grass Echinacea" seed mixes within the combined 3.5-acre areas containing wet soils.
  - Short-sedge Meadow Mix will be applied in core areas; Short-grass Echinacea mix will be applied around core areas seeded.
4. Corral planting plans.
  - Plans will be developed and presented to the Contractor following award of contract.
5. Use of equipment and machinery within Henneberry Forest Preserve is permitted for this project.
  - Use of planting machines and equipment is acceptable. For auguring of holes for 15-gallon and 5-gallon trees and shrubs, Contractor will insure a "tight fit" for proper soil contact.
6. Survivorship Requirements
  - Losses sustained greater than 15% of the planted trees and shrubs measured on September 1, 2018 will require replacement at the Contractor's expense prior to contract sign-off and release of final amounts owed.
7. Watering, Mowing, and First Year Monitoring
  - Contractor is responsible for first-year watering (as needed), monitoring, and mowing (on request) following fall 2017 plant material installation and seeding **through September 30, 2018.**  
*(Note – This serves as notification of a date correction to the Detailed Specifications – Page 4 1.1(d). "Contractor is responsible for watering on an as-needed basis through **September 30, 2018.**")*
  - Contractor is responsible for watering on an as-needed basis, with this cost included as part of the project base bid.
  - Contractor will extend add-alternate cost per event for mowing, and will be paid an additional sum over the base bid price for each mowing event requested by the District based on the price extended.
8. Palmer amaranth (*Amaranthus palmeri*) Seed Contamination and Control
  - Bidders were informed of the need to take precautionary measures to insure that purchased seed mixes are not contaminated with seed from Palmer amaranth, and will be responsible, at the Contractor's own expense, for the implementation of a three-year monitoring and eradication program should this species emerge during the 2018 growing season.

This addendum is included and made part of the final bid specifications and contract documents for project #17-03-001.

END ADDENDUM #1

# IMPORTANT

YES XXX NO           

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **Contract Agreement**

Contract Agreement .....	2
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**Contract Agreement**

**COMPLETION OF THIS FORM IS REQUIRED**

The undersigned acknowledges receipt of contract documents and addenda as indicated within the contract documents.

The undersigned acknowledges receipt of the "General Conditions of the Contract" as included with the project bid specifications.

The undersigned makes the foregoing bid in the total amount of:

\$ 179,449<sup>00</sup> (FIGURES) one hundred seventy nine <sup>1</sup>/<sub>2</sub> hundred (WORDS) forty nine <sup>1</sup>/<sub>100</sub>

subject to all of the terms and conditions of the contract documents. The undersigned certifies that all of the foregoing statements of the vendor certifications are true and correct.

The undersigned acknowledges that if awarded this contract they will not commence work until they are in receipt of formal written notification to proceed from the District.

(TO BE FILLED IN BY KCFPD)

This contract agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Kendall County Forest Preserve District, an Illinois Special District, (hereinafter referred to as "the District") and

Semper FI Land Services, Inc. located at

1215 Deer St in Yorkville, IL 60560

(hereinafter referred to "the Contractor"). The District and the Contractor at times being collectively referred to as "the Parties". The Contractor covenants and agrees to furnish all labor, materials, equipment and service of every kind, and to do and perform each and every act and thing necessary or proper for:

**CONTRACT# 17-03-001**

**Kendall County Forest Preserve District**

**Henneberry Woods Forest Preserve Tree Mitigation and Prairie-Shrubland Restoration Project**



In accordance with all Contract Documents, including all specified terms and conditions, hereto attached and to fully complete said work in accordance with the true intent and meaning of the Contract Documents without any further, other or different expense of any nature whatsoever to the District as herein elsewhere more particularly described. All bidders signatures are required upon bid submittal.

Kendall County Forest Preserve District  
of Kendall County, Illinois

\_\_\_\_\_  
Judy Gilmour, President of KCFPD

Contractor:

  
\_\_\_\_\_  
PRESIDENT OR DESIGNEE

  
\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Secretary  
(Affix Corporate Seal here)

Attest:   
\_\_\_\_\_  
Secretary  
(Affix Corporate Seal here)

## General Conditions

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## **General Conditions of the Contract**

### **GC-1. CONTRACT DOCUMENTS**

The term "Contract Documents" shall include the Bid Notice, Information for Bidders, General Conditions, Special Provisions, Addenda issued, Specifications and Plans, Bid Proposal, contract certification forms and all written Supplemental Agreements.

The Contract Documents are complimentary and cumulative and what is called for by any one shall be as binding as if called for by all.

### **GC-2. DEFINITION OF TERMS**

Whenever the following terms in quotations appear in any of the Contract Documents they shall be interpreted as follows:

- a. "**District**" - The Kendall County Forest Preserve District, Illinois;
- b. "**Vendor**" - The person, firm or corporation who or which has entered into this contract. This definition also applies to the use of "Contractor";
- c. "**Director**" - The Director of the Kendall County Forest Preserve District, Illinois, or his authorized representative;
- d. "**Inspector**" - The authorized representative of the Director assigned to make detailed examination of any or all portions of the equipment, vehicles, work or materials hereof;
- e. "**The Work**" - The purchase(s) to be made under the Contract, as indicated, specified or implied in the Contract Documents;
- f. "**Specifications**" - All documents of any description made or to be made pertaining to the quantity, method or manner of performance of the work;
- g. "**Purchase Order**" - A written order signed by the District's Director and mailed to the Vendor at his/her official place of business.

### **GC-3. SPECIFICATIONS**

- a. **Check Specifications**: The Vendor shall check all Specifications furnished to them and promptly notify the Director of any discrepancies. Figures marked Specifications shall in general be followed. The Vendor shall compare all

Specifications and verify the figures before beginning the Work, and will be responsible for any errors which might have been avoided thereby.

- b. Interpretations and Instructions: All questions regarding the figures and Specifications, and the interpretation thereof and resolving of conflicts and inconsistencies therein shall be determined by the Director. Deviations from the Specifications, whether or not error is believed to exist, shall be made only after authority in writing is obtained from the Director.
- c. Conflicts and Omissions: Anything mentioned in the Detailed Specifications and not mentioned in the other outlined Specifications and/or General Conditions of the Contract shall be of like effect as if shown or mentioned in both. In case of any difference between the Specifications, or this Contract, the Specifications shall govern. Omissions from the Specifications or the misdescription of details, which are evidently necessary to carry out the intent of the Specifications, or which are customarily performed, shall not relieve the Vendor from performing such omission and details of the Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.
- d. Additional Plans: The District may prepare written supplementary specifications showing any additional or revised details for the Work as may be required. The Vendor agrees to be bound by such supplementary specifications.

#### **GC-4. AUTHORITY AND DUTIES OF THE DIRECTOR**

- a. Status of the Director: The Work shall be subject at all times to the supervision and direction of the Director and/or his/her authorized representatives. To prevent disputes and litigation, it is mutually agreed that the Director shall in all cases determine the amount or quality of the various kinds of Work and the quality of materials and workmanship to be paid for under this Contract, and he/she shall decide all questions which may arise relative to the performance of the Work covered by this Contract. The Director may amend or correct any errors or omissions in the Specifications when such amendments or correction are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements. The Director shall have full power to reject or condemn all equipment, vehicles, materials furnished pursuant to /under this Contract which, in his/her opinion, does not conform to the terms and conditions expressed herein. In giving instructions, the Director shall have authority to make minor changes in the Work, not inconsistent with the purposes of the Work. No extra Work or change

shall be made unless in pursuance of a written order, except in an emergency endangering life or property.

- b. Inspection: The Director shall have full access to the Work at all times for inspection purposes, and shall be furnished by the Vendor with facilities for ascertaining whether the Work is being performed or has been completed in accordance with the requirements of the Contract to the extent of uncovering, testing or removing portions of finished work. The presence of the Director shall in no way lessen the responsibility of the Vendor. In case of disputes between the Vendor and the Director as to equipment, vehicles, materials furnished or manner of performing the Work, the Director shall have authority to reject the same or suspend the Work until the question at issue can be decided by the District's Director. The Director is not authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications, or to approve or accept any portion of the Work, or to issue instructions contrary to the plans and specifications.

#### **GC-5. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT**

- a. Land for the Work: The District shall provide the lands and easements and/or licenses for the use of lands to be performed under this Contract. All necessary additional land required for the temporary storage of equipment, vehicles, materials, etc. together with right of access, shall be provided by the Vendor unless otherwise specifically provided for by the District.
- b. Right to do Work: The District reserves the right to let other contracts in connection with the Work and the Vendor shall allow other Vendors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly connect and coordinate this work with theirs.

If the Vendor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after three (3) days written notice to the Vendor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Vendor.

- c. Right to Suspend Work: The District also reserves the right to suspend the Work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the Work; or for such time as is necessary by reason of failure on the part of the Vendor to carry out orders given, or to perform any or all provisions of the Contract, and no additional compensation shall be paid the Vendor because of such suspension.

d. Breach & Default Contract

The vendor shall be in breach of this contract for any one or more of the following reasons:

1. Failure to begin the work of this contract within the specified time;
2. Failure to perform the work with sufficient workers and equipment or with materials to ensure the completion of said work with the specified time;
3. Performance of the work in an unsatisfactory manner;
4. Failure or refusal to utilize the mandatory seeds, materials and other such items to complete the work as is necessitated;
5. Refusal to remove material or perform such work as shall be rejected as defective or unsuitable;
6. Discontinuance of execution of work or impairing the reasonable progress of the work;
7. Becoming insolvent, being declared bankrupt insolvency;
8. Assignment of this contract for the benefit of creditors without the approval of the Director;
9. Any cause whatsoever which impairs the carrying on of the work in an acceptable manner.

Upon breach of contract, the Director will give notice in writing to the contractor specifying the breach. The vendor thereafter shall have within Ten (10) calendar days to cure the breach. Should the contractor fail to cure this breach, the District shall take all appropriate action as provided by the contract, including the right to terminate this contract and the right to pursue all remedies by law or equity.

- e. Acceptance not a Waiver of Rights: The District shall not be precluded or stopped by any acceptance of the Work and/or payment thereof from recovering from the Vendor and his sureties such damages as the District may sustain by reason of the Vendor's failure to comply with the terms of the Contract. Acceptance of any work shall not function, operate or be construed as waiver of any kind.

Termination for Convenience: The District may terminate this Contract, or any portion, at any time by notice in writing from the District to the Contractor.

tor. If the Contract is terminated by the District, the Contractor shall deliver to the District all finished or unfinished documents, data, studies and reports prepared by the contractor under this contract and these shall be and become the property of the District. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/goods actually provided. Payment so made to the Contractor shall be in full settlement for services rendered under this Contract. No additional payments, penalties and/or early termination charges, beyond those described above shall be required upon termination of the Contract.

#### **GC-6. LEGAL RELATIONS AND RESPONSIBILITIES OF THE VENDOR**

In addition to the remaining indemnification duties articulated within this document, the Vendor shall indemnify, save and hold harmless the District and all of its Commissioners, officers, agents and employees against any claim, liability, demand, loss, damage(s), injury(ies), action(s), charge(s), judgment(s), etc., arising from or based upon the violation of any such law, rule, ordinance or regulation, whether by himself or his employees and whether at law or in equity.

- a. Patents and Permits: The Vendor shall pay all royalties and shall indemnify, save and hold harmless the District from any claim for infringement by the reason of the use of any patented design, device, material or process to be performed or used under the Contract. Unless specifically stated otherwise, the Contractor shall obtain all permits and pay for all fees required for performance of the Work under this Contract.
- b. Guarantees and Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of the Kendall County Forest Preserve District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied. All guarantees and warranties shall be submitted to the Director and a written approval shall be issued to the Vendor before any such equipment, vehicle or material is ordered and incorporated in the Work by the Vendor.
- c. Protection and Restoration of Property: The Vendor shall use every precaution to prevent the damage or destruction of all public, corporate and private property of every description as it relates to this Contract. Whenever such property has been damaged or destroyed the Vendor shall, at his own expense, restore the same to a condition similar or equal to that existing before

such damage or injury was done, by repairing, rebuilding, replacing, etc., it as may be directed or otherwise make good such damage or destruction in an acceptable manner. The Vendor shall at all times consult with and obtain the approval of the Director for the storage of equipment, vehicles, material, operations of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the District.

No undesignated trees, shrubs or plant growth shall be cut, trimmed or damaged except with the approval and under the direction of the Director. All trees or shrubs within or adjacent to the limits of operations, not designated to be removed, shall be adequately protected from damage or injury by methods meeting the Director's approval.

Vendor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Vendor or used under their direction during the Project. Vendor shall also remove all surplus materials, excavation, and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, within a reasonable time or as directed Director, except those materials which have otherwise been designated to remain on site or are directed by the District Director to be left on site.

- d. Responsibility for the Work: The Work shall be under the charge and care of the Vendor and the Vendor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Vendor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before the final completion and acceptance of the Work.
- e. Notification of Public & Private Utilities: The Vendor shall notify J.U.L.I.E. for public utility locations and the Project Manager for the District's private utilities at least 48 hours prior to commencement of work so that they may locate and stake out such services that may be affected. Any services or utilities so damaged by the Vendor will have to be replaced and/or repaired by the Vendor at Vendor's expense.
- f. Public Convenience and Safety: The Vendor shall at all times conduct the Work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Vendor shall furnish and maintain barricades, warning signs, red flags and lights and temporary passage ways as may be necessary to protect the Work and safeguard the public. The cost of



furnishing and maintaining such above facilities shall be incidental to the Contract and no extra compensation will be allowed therefore.

- g. Sanitary Provisions: The Contractor shall observe all rules and regulations of the health department and shall take precautions to avoid creating unsanitary conditions. Necessary sanitary conveniences shall be constructed and maintained by the Vendor at such point and in such a manner as shall be approved by the Director.
- h. Subletting/Sub-contracting: In the event the Vendor sublets or subcontracts any portion of the Work, the Vendor and subcontractor(s) must at all times and in all aspects comply with the terms of this Agreement. The Vendor shall at all times keep the District and its property free and clear from all liens of whatever kind and/or nature. Failure to do so shall result in the withholding of payment(s) until said lien is removed by properly being filed and recorded with the Recorder of Deeds Office where the lien was originally filed and recorded. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Contract.
- i. Background Checks/Security: Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at the District's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at the District's facilities absent prior written consent from the District. The District, at any time, for any reason and in its sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

#### **GC-7. INDEMNIFICATION AND INSURANCE**

- a. Indemnity: Vendor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's own choosing, the District, its invitees, officials, officers, employees, including their past, present, and future commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or

damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Vendor in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officials, commissioners, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney. The District's participation in its defense shall not remove Vendor's duty to indemnify, defend, and hold the District harmless, as set forth above.

The District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- b. Insurance Coverage: The Contractor shall maintain in force at his/her expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District, that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$500,000 bodily injury by each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project. Such Insurance shall include product liability and completed operations coverage and a broad form gen-

eral liability endorsement (ISO Form GL-0404 or its equivalent). Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount of \$1,000,000 combined single limit shall also be obtained by the Contractor.

Umbrella liability coverage, (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$1,000,000 per occurrence and \$1,000,000 aggregate.

- c. Insurance Requirements: All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the Kendall County Forest Preserve District as an Additional Insured. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insureds.

- d. Insurance Certificates: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, Contractor shall furnish to District a certificate evidencing the required coverage.

The Kendall County Forest Preserve District's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to The Kendall County Forest Preserve District in this Agreement.

#### **GC-8. SCOPE OF WORK**

Intent of Contract Documents: The intent of these documents is to prescribe a complete outline of the Work which the Vendor undertakes to do in full compliance with the Contract. The Vendor shall furnish all equipment, vehicles material, labor, tools, equipment, appliances, appurtenances and incidentals (except as otherwise specified in the Contract) and shall include the cost of these items in the bid prices.

Alterations, Extensions and Deductions: The District reserves the right to alter the plans, extend or shorten the scope of work, add such incidental Work as may

be necessary, and increase or decrease the quantities of work to be performed in accord with such changes, including the increase, reduction, or cancellation of any one or more of the unit price items. Such changes shall not be considered as a waiver of any condition of the Contract nor to invalidate any of the provisions thereof. Any Change Orders proposed by Vendor that increase the costs of services or the time in which the project will be completed must be in compliance with 720 ILCS 5/33E-9 and must be approved by the Board of Commissioners of the Kendall County Forest Preserve District.

Additional Work: When changes in the Purchase Order or Specifications result in an increase in the quantities of Work, then such Work shall be paid for at the Contract unit price or prices in the same manner as if such Work had been included in the original estimate.

In case the total value of the work involved in the changes requires a supplementary agreement, and/or the nature and scope of the additional work is such as to require working methods or equipment more costly than those required for the bid quantities, then the Contractor may ask for an adjustment in unit prices, but no change shall be made by the District without evidence that such prices are fair and equitable to both parties concerned.

#### **GC-9. QUALITY OF THE WORK**

- a. Inspection and Testing Materials and Equipment: All materials and equipment shall be subject at all times to such tests and inspection as designated by the Director. The Vendor shall give sufficient advance notice to permit tests to be completed before equipment, materials etc. is/are purchased.

Unless otherwise specified the District will bear the cost of all inspections and testing of equipment, materials etc.

- b. Defective Equipment, Material, etc. When any equipment, material etc. does not conform to the requirements of the Specifications, such equipment, material etc. shall be considered defective and shall be removed and renewed or made satisfactory, as directed by the Director, at the expense of the Vendor.

#### **GC-10. PAYMENT FOR WORK**

Scope and Basis of Payment: Payment under this Contract is solely based upon the Vendor completing the defined scope of work in accordance with the terms of the Contract Documents.

The final amount of monies due the Vendor shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* The District re-

serves the right to reject any portion of the invoice(s) that is outside the scope of the approved Project work or outside the scope of any additional approved work.

The final amount of monies due the Vendor will be paid after final acceptance, provided it is shown that all sums of money due for supplies/service the purpose of such improvements have been paid or that the party or parties to whom the same may be due have consented to the final payment to the Contractor.

In the event the District is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, the District and/or Vendor have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

#### **GC-11.COMPLETE AGREEMENT**

The Contract Documents as defined herein shall serve as the complete agreement between the Parties, and there are no other agreements, representations, or understandings, oral or written, between the Parties. No alteration, modification or amendment to this Agreement shall be valid unless in writing, signed and approved by all authorized representatives or agents.

#### **GC-12.NOTICES**

Any notice required or permitted to be given pursuant to this Contract shall be in writing, and either personally delivered or sent by registered or certified mail return receipt requested and addressed as follows:

to the District:

David Guritz, Director  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, Illinois 60560

with Copies to:

State's Attorney's Office  
807 West John Street  
Yorkville, Illinois 60560

To the Vendor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GC-13.SEVERABILITY CLAUSE**

If any provision of this Agreement shall be held to be invalid, unenforceable or void by a court of competent jurisdiction, the remainder of this Agreement and such provisions shall remain in full force and effect.

**GC-14.GOVERNING LAW**

This Contract is an Illinois contract and shall be governed by, enforced and construed in accordance with the laws of the State of Illinois without regard to principles of choice of law. Venue shall be proper only in a court of competent jurisdiction located within the County of Kendall, Illinois.

**GC-15.PARTIES IN INTEREST / NO THIRD PARTY BENEFICIARIES**

The terms and provisions of this Contract shall not run to the benefit of, or be enforceable by, any person or entity other than the Vendor and the District. This Contract should not be deemed to confer upon third parties any benefit, remedy, right of reimbursement, entitlement, remedy or any other right. Nothing contained in this Contract shall be deemed or construed by the Vendor and any other person or entity to create any relationship of any kind, including, but not limited to, third party beneficiary, principal, agent, limited liability or general partnership, joint venture, employer/employee, etc. The Vendor is an independent contractor with respect to the District.

**GC-16.COSTS AND FEES INCURRED**

The Contractor agrees to pay all reasonable costs, attorneys' fees and expenses incurred by the District as a result of enforcing the covenants, terms and/or conditions of this Contract.

**GC-17.TITLES AND HEADINGS**

Titles and headings to articles, sections or paragraphs herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Contract.

#### **GC-18.CONSTRUCTION OF WORDS**

The use of the singular form of any word herein includes plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof", "hereunder", "hereto", and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all of its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to".

#### **GC-19.ASSIGNMENT**

This Contract is not assignable in any way or for any reason whatsoever without the express written approval of the Kendall County Forest Preserve District.

#### **GC-20.TAXES**

The District is not subject to the Federal Excise Tax by virtue of Exemption Certificate No. A-320 893. The Illinois Retailers' Occupation Tax, Illinois Use Tax, Illinois Service Occupation Tax and Municipal and/or District Sales Taxes do not apply to materials or services purchased by the District by virtue of statute. The District's State of Illinois Sales Tax Exemption Identification No. is E-9956-4572-05. The price or prices herein provided shall include any and all taxes which may apply or be assessed on this transaction, including use taxes. The Vendor shall indemnify the District from and against any assessment of such taxes or penalties which may, at any time, be imposed upon the District resulting from the purchase of any materials or services made pursuant to this Contract. The indemnity herein provided for shall survive this Contract.

#### **GC-21.REMEDIES**

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the District is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the District is required to use the services of an attorney, then the District shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

#### **GC-22.PREVAILING WAGE**

To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing



Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

#### **GC-23.CERTIFICATIONS**

The Vendor shall at all times observe and comply with all Federal, State and local laws, rules, ordinances and regulations which in any manner affect the conduct of the Work.

Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Vendor certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Vendor certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity.

Both parties affirm no District officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any District officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement,



#### **GC-18.CONSTRUCTION OF WORDS**

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Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

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Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Vendor certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

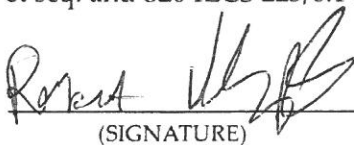
Vendor certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity.

Both parties affirm no District officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any District officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement,

that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

By signing the Contract documents, Vendor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*

When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

  
(SIGNATURE)

President


(TITLE)

3-1-17

(DATE)

(ALL BIDDERS MUST SIGN AND HAVE NOTARIZED)

Subscribed and sworn to before me this 1st day of March,  
2017.

  
NOTARY SEAL & SIGNATURE



## **Bidder's Information**

**Completion of this form is required**

Bidder shall provide the names and qualifications of all key employees that would be involved in performing this Contract. Identify key employees and their responsibilities. If additional space is needed, feel free to use an additional sheet of paper.

*Please see attached*

Identify what services, if any, the Bidder will be coordinating through consultants or subcontractors. Name the consulting/sub-contract firms and addresses. How long have you been working with each consulting/sub-contractor firm? What experience do you have working together on similar projects?

*N/A*

# Robert Velazquez

## Founder and CEO

### Professional Profile

Robert Velazquez is a Veteran of the U.S. Marine Corps, having served as an Infantryman during Operation Iraqi Freedom. Upon Roberto's return from Marine Corps training in 2004 he started Semper fi Land Service. Semper Fi Land Services is based on the values he learned while serving in the Corps: Integrity, Professionalism, Precision and Honor.

Semper Fi Land Services has expanded to include design, construction, and maintenance for residential, commercial, and public clients. A more recent expansion brings ecological restoration into the fold, with specialty work in public natural landscapes as well as commercial, municipal, and residential areas where natural landscapes exist or are part of a land plan. Since the early days, Robert has grown his business to 30 full-time employees and has earned six local, state and federal business certifications.

### Professional Proficiencies

Project management  
Workforce safety  
Quality control management  
Equipment operation  
Earthwork services including excavation, grading, soil/sediment control  
Landscape development, implementation, and maintenance  
Snow management  
Ecological restoration and natural areas management

### Related Projects

#### Elgin O'Hare Tollway Landscape Improvements – The Illinois Tollway: Roselle, Illinois

Robert served as project manager for this Illinois Tollway landscape improvement project. The goal of this project was to improve the landscape through the Elgin O'Hare Expressway corridor. Work included removal of invasive trees and shrubs, installation of 1,000 trees, 5,000 shrubs, 3 acres of turf seed installation, and erosion and sediment stabilization. The total project budget was \$1,100,000

#### RiverEdge Park Site Improvements – City of Aurora: Aurora, Illinois

Robert served as project manager for this public park improvement project. The goal of this project was to convert this space into usable public park land by removing contaminated soil from this former service station site. Work included removal of concrete foundations, excavation and disposal of special waste, import and spread clean topsoil, install concrete sidewalks, and install fresh sod. The total project budget was \$255,000.

#### Waukegan River Bank Stabilization/Green Infrastructure Project – City of Waukegan: Waukegan, Illinois

Robert served as project manager for this collaboration between the City of Waukegan and the Illinois EPA, which resulted in the restoration and stabilization of severely degraded riparian habitat along the Waukegan River. Work included bank reshaping, natural stone installation, native plug installation, and vegetative management. The total project budget was \$275,000.

### Work History

#### 2003 – 2009

Infantryman and Artilleryman, United States Marine Corps, 0311-0811 Fallujah and Al Asad, Iraq

#### 2004 - Present

Founder and CEO, Semper Fi Land Service Inc., Yorkville, Illinois



# Shawn Sinn

## Vice President of Land Services

### Professional Profile

With over 12 years of experience in the ecological restoration field, Shawn has developed a unique combination of design, implementation, and project management skills.

### Education

Bachelor of Landscape Architecture, University of Illinois Urbana Champaign, May 2002

### Training and Certifications

Wildfire Training S-130/190 L-180 and I-100  
Illinois DNR Certified Prescribed  
OSHA 30-hour Training  
Illinois Class A CDL  
USACE Construction Quality Management for Contractors Certification  
Ecological Site Assessment  
Habitat Restoration  
Native Plant Identification  
Site Stewardship and Management  
Sustainable Landscape Design

### Related Projects

#### **Hegewisch Marsh Ecological Rehabilitation – City of Chicago Department of Environment: Chicago, Illinois**

Shawn served as the contractor's project manager for phase 1 and phase 2 of this ecological rehabilitation located on Chicago's far south side. He coordinated the client, consultants, partner agencies, and subcontractors, as well as, directed field operations for this five year project. In total, 130 acres of prairie, woodland, and wetland habitats were restored as a result of this project. Restoration activities included tree and shrub removal, herbaceous invasive species removal, native seed installation, native tree and shrub installation, and prescribed burn management. The total project budget was \$950,000

#### **Red Mill Pond Ecosystem Restoration – US Army Corps of Engineers: LaPorte, Indiana**

Shawn served as project manager for this USACE ecosystem project located in LaPorte, Indiana. His project roles included quality control manager and onsite supervisor. This project included removal of a constructed pond at the headwaters of the Little Calumet River and replacing it with a meandering stream channel. The stream channel included naturalized riffles and step pools that serve as Lake Michigan salmon habitat. In addition to the channel restoration, the surrounding landscape was restored to native wetland habitat with using seed and plant plugs. The total project budget was \$1,000,000.

#### **Kickapoo Woods Habitat Restoration – Friends of the Chicago River: Riverdale, Illinois**

Shawn served as project manager for this woodland restoration. He coordinated the client, consultants, and partner agencies, as well as, directed field operations for this project. This project included invasive tree and shrub removal, native seed collection, native seed installation, prescribed burn management, and swale restoration. The total project budget was \$300,000.

#### **63<sup>rd</sup> Street Beach and Dune Restoration – US Army Corps of Engineers: Chicago, Illinois**

Shawn served as project manager for this USACE ecosystem project located in Chicago, Illinois. His project roles included quality control manager and onsite supervisor. He also coordinated the client, consultants, partner agencies, and subcontractors, as well as, directed field operations for this two year project. This project

included beach and dune restoration thorough invasive species removal and installation of native trees, shrubs, and plant plugs. In addition to the beach and dune restoration, fish habitat structures were created using invasive trees that were removed from the project site, chained together, weighted with concrete blocks, and dropped of the 63<sup>rd</sup> Street pier with a crane mounted barge. The total project budget was \$350,000.

**Marquette Park Oak Savanna Restoration – City of Gary: Gary Indiana**

Shawn served as project manager for this 45 Oak Savanna restoration located in the Miller Beach neighborhood of Gary, Indiana. This project site is adjacent to Indiana Dunes National Lakeshore and contains many of the rare species unique to fore dune and dune and swale complexes of southern Lake Michigan. Restoration activities included invasive woody species removal, invasive herbaceous species removal, native seed installation, and controlled burn management. The project budget was \$350,000.

**Work History**

**March 2016 – Present**

Vice President of Land Services/Ecological Restoration Planner, Semper Fi Land Services, Inc., Yorkville, Illinois

**May 2015 – March 2016**

Co-founder and Director of Sustainability, Environments Studio, Riverside, Illinois

**October 2004 – May 2015**

Regional Supervisor, Conservation Land Stewardship, Elmhurst, Illinois

# Jack Giesler

## Ecological Restoration Division Manager

### Professional Profile

Jack joined Semper Fi in 2013 as a field technician for the Forest Preserve District of Cook County's regional habitat management contracts. Since then, he has served as a field technician, crew leader, operations manager, and project manager. Jack has helped grow and develop Semper Fi Land Services Ecological Restoration Division into one of the most qualified, respected and efficient operations in the Chicago region.

### Training and Certifications

NWCG S130/S190 wildfire training  
NWCG S290 wildfire training  
ILDOA Applicator pesticide license  
Stihl Chain saw safety training  
Chainsaw Safety Instructor  
Red Cross CPR/First Aid Training

### Related Projects

#### Landfill Vegetation and Habitat Improvement Project – Forest Preserve District of DuPage County, Illinois

Jack currently serves as project manager for this three year habitat improvement project that includes annual maintenance and habitat improvement of various decommissioned landfills located throughout DuPage County, Illinois totaling 985 acres. Restoration and management activities include selective and broadcast herbicide application for invasive species control, conservation mow management, invasive tree and shrub removal, seed installation, and erosion control installation. The total project budget is \$910,000.

#### Regional Natural Areas Habitat Management – Forest Preserve District of Cook County, Illinois

Semper Fi currently holds natural areas management subcontracts in the north, central, and south regions for the Forest Preserve District of Cook County. Jack serves as the operations manager for these contracts. His duties include long term and day to schedule management, personnel management, coordination with prime contractors, and equipment/materials management. Management activities include invasive species management, woody clearing, and controlled burn management. Project budget \$875,000 annually.

#### Midewin National Tallgrass Prairie Restoration and Management – Wilmington, Illinois

Semper Fi was subcontracted by Stantec to perform various management and restoration tasks at this national prairie preserve. Jack served as project manager for this collaboration. Invasive species control and native plant plug installation. The total project budget was \$50,000.

### Work History

#### July 2015 – Present

Ecological Restoration Division Manager, Semper Fi Land Services, Inc., Yorkville, Illinois

#### March 2013 – July 2015

Ecological Restoration Technician, Semper Fi Land Services, Inc., Yorkville, Illinois



# Manuel Marron

## Field Supervisor

### Professional Profile

Manny joined Semper Fi Land Services, Inc. in 2013 as an ecological restoration field technician. Prior to joining Semper Fi, Manny was a union operator for over 10 years. His operating experience includes excavators, skid steers, ATVs, and agricultural tractors. During his time at Semper Fi Manny has worked in served in various roles including as a field technician, equipment operator, crew leader, and field supervisor.

### Training and Certifications

NWCG S130/S190 wildfire training  
ILDOA pesticide operator license  
Stihl Chain saw safety training  
Certified forklift operator

### Related Projects

#### **Elgin O'Hare Tollway Landscape Improvements – The Illinois Tollway: Roselle, Illinois**

Manny served as field supervisor for this Illinois Tollway landscape improvement project. His duties included construction layout, implementing traffic control, directing field personnel, and coordinating material deliveries. Work included removal of invasive trees and shrubs, installation of 1,000 trees, 5,000 shrubs, 3 acres of turf seed installation, and erosion and sediment stabilization. The total project budget was \$1,100,000

#### **Waukegan River Bank Stabilization/Green Infrastructure Project – City of Waukegan: Waukegan, Illinois**

Manny served as field supervisor for this collaboration between the City of Waukegan and the Illinois EPA, which resulted in the restoration and stabilization of severely degraded riparian habitat along the Waukegan River. His duties included construction layout, directing field crews, coordinating material deliveries, equipment operation, and quality control. Work included bank reshaping, natural stone installation, native plug installation, and vegetative management. The total project budget was \$275,000.

#### **Portwine Woodland Habitat Improvement – Forest Preserve District of Cook County: Northbrook, Illinois**

Manny served as crew leader for this woodland restoration project. His duties included field crew supervision, chainsaw operation, and forestry equipment operation. Work included removal of invasive trees and shrubs with a combination of hand clearing and forestry equipment. The total project budget was \$100,000.

### Work History

#### **July 2015 – Present**

Field Supervisor, Semper Fi Land Services, Inc., Yorkville, Illinois

#### **March 2013 – July 2015**

Ecological Restoration Technician, Semper Fi Land Services, Inc., Yorkville, Illinois

#### **April 2010 – December 2012**

Lawn Care Application Technician, Fox Valley Lawn Care, St. Charles, Illinois

#### **January 2000 – April 2010**

Union Bricklayer and Equipment Operator

## **Bidder's Experience**

**Completion of this form is required**

Bidder shall provide a comprehensive list of projects where Bidder has provided similar work as required by this contract. Bidder may attach additional pages, if necessary.

Year: 2015 Project: Forked Creek Habitat Mitigation

Description: Prairie and woodland restoration and management

Owner's Name: Forest Preserve District of Will County

Address: 17540 W. Laraway Road Joliet , IL 60433

Contact: John O'Lear

Telephone Numbers: 815-727-8700

Email Address(es): JO'Lear@fpdwc.org

Year: 2014-present Project: North, South and Central Regions Habitat Restoration

Description: Natural Areas Management

Owner's Name: Forest Preserve District of Cook County

Address: \_\_\_\_\_

Contact: Sergio Silva

Telephone Numbers: 312-603-8342

\_\_\_\_\_

Email Address(es): sergio.silva@cookcountyil.gov

\_\_\_\_\_

Year: 2015-present Project: Aurora BMP Management

\_\_\_\_\_

Description: Vegetative management of various BMPs throughout the east side of Aurora

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\_\_\_\_\_

Owner's Name: City of Aurora

Address: 44 E. Downer Place Aurora IL 60506

Contact: Joe Hopp

Telephone Numbers: 630-256-4636

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Email Address(es): jhopp@aurora-il.org

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To: Kendall County Forest Preserve District Board of Commissioners  
From: David Guritz, Director  
RE: Hoover Forest Preserve Water Distribution System Location Services  
Date: March 7, 2017  
Attachment: Lucky Locators Estimate

During the Finance Committee meeting on March 1, 2017, the Committee reviewed a proposal for water main location services to identify potential cross connections between the newer 2012 water distribution system, and the older infrastructure installed by the BSA-Chicago Area Council.

The proposal calls for up to 3 full days for location services. This will be the maximum amount of total time dedicated to perform the location services.

Location efforts are scheduled to begin this Thursday, March 9, 2017 at 8:30 am. Bryon Wyns, VP for Land Development at Wight and Company will be onsite supporting the location effort. Lines, connections, and control structures will be mapped with support from Kendall County GIS following the effort with a field report sent to Commission with possible recommendations following completion of services.

#### Recommendation

District staff recommends Commission approval of the Lucky Locators, Inc. proposal for an amount not-to-exceed \$4,725.00.



P.O. BOX 28  
AIGONQUIN, IL 60102  
TEL. 847•458•1530  
FAX 847•458•1528

Date
02/28/17

David Guritz  
110 West Madison Street  
Yorkville, IL 60560

## ESTIMATE

Project				
Hoover Forest Preserve				
Item	Description	Hours	Rate	Total
Utility Locating Travel	Lucky Locators' estimate to locate old water main and new water main to find cross connection at Kendall County Forest Preserve - Hoover Forest Preserve, Yorkville, Illinois is as follows:			
	Three 8- hr. days = 24 hrs. Mobilization - Three trips @ 1 1/2 hrs. per trip = 4.5 hrs.	24 4.5	180.00 90.00	4,320.00 405.00
	Note: Only actual time will be billed; however, cost shall not exceed \$4,725.00.			
	Half Day Rate = 4 hrs. @ \$180/hr. = \$720 plus 1 1/2 hrs. travel @ \$90/hr. = \$135 = total of \$855.00 Full Day Rate = 8 hrs. @ \$180/hr. = \$1,440 plus 1 1/2 hrs. travel @ \$90/hr. = \$135 = total of \$1,575.00.			
Total				\$4,725.00

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Hoover Forest Preserve Water Distribution System Location Services

Date: March 7, 2017

Attachments: Artlip & Sons, Inc. Proposals for Annual Maintenance and Evaporator Coil Replacement

During the Finance Committee meeting on March 1, 2017, the Committee reviewed two proposals for the maintenance and repair of the geothermal heating and cooling system for Meadowhawk Lodge.

Recent inspection revealed the need to replace an evaporator coil for a total not-to-exceed cost of \$1,995.00.

Separately, District staff recommends entering into an annual preventative maintenance agreement for the system for a total not-to-exceed cost of \$1,827.00

Both proposals are attached to this cover report.

Recommendation

District staff recommends Commission approval of the Artlip & Sons annual preventative maintenance agreement in the amount of \$1,827.00

District staff recommends approval of the Artlip & Sons quote for replacement of the evaporator coil in the amount of \$1,995.00.



**ARTLIP and SONS, Inc.**  
230 South Broadway  
Aurora, Illinois 60505  
(630) 896-1560  
Fax (630) 896-1198  
www.artlipandsons.com

# PROPOSAL

## SPECIFICATIONS AND ESTIMATE

NO. E- 24190

PAGE NO. 1 OF 1 PAGES

ATTN: Dave / Jay

PROPOSAL SUBMITTED TO Kendall County Forest Preserve- Hoover		PHONE	FAX	DATE 2/23/17
STREET 110 W. Madison Street		JOB NAME McQuay Evaporator Coil Replacement		
CITY, STATE, AND ZIP CODE Yorkville, Ill. 60560		JOB LOCATION Hoover		
ARCHITECT/ENGINEER	DATE OF PLANS			JOB PHONE

**We hereby propose to furnish materials and labor necessary for the completion of:**

McQuay Ground Source Heat Pump Serial # AUBU123001041.

We will replace the evaporator coil in the above McQuay ground source heat pump. Installation to include: Recovery of refrigerant, removal and disposal of the evaporator coil, setting the new evaporator coil, all pipe connections, evacuation of the system, charging of the system, start-up and operations checks. Materials and Labor- \$1,995.00

**Notes:**

- 1) One year parts and labor warranty by Artlip and Sons, Inc.

**WE PROPOSE** hereby to furnish material and labor --- complete in accordance with the above specifications, for the sum of:

one thousand nine hundred ninety five and -----00/100 dollars (\$ 1,995.00 ).

Payment to be made as follows: **Net 30**

Any amount due under this agreement which is not paid when due shall bear interest at the rate of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

*Jay D Behrens*  
**Jay Behrens**

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**ARTLIP and SONS, Inc.**

230 South Broadway  
Aurora, Illinois 60505  
(630) 896-1560  
Fax (630) 896-1198  
www.artlipandsons.com

**PROPOSAL**

SPECIFICATIONS AND ESTIMATE

NO. E-25006

Attention: Kim Olson

PAGE NO. OF PAGES

PROPOSAL SUBMITTED TO Kendall County Forest Preserve		PHONE 630-553-4252	FAX	DATE 9/09/16
STREET 110 West Madison Street		JOB NAME Planned Maintenance		
CITY, STATE AND ZIP CODE Yorkville, Illinois 60560		JOB LOCATION Hoover Forest Preserve - 11285 W. Fox Road		
ARCHITECT	DATE OF PLANS	Yorkville, IL 60560	JOB PHONE	

We hereby propose to furnish materials and labor necessary for the completion of:

In the spring we will perform our cooling maintenace, cleaning and operations check on your (5) Geo-Thermal heat pumps. We will also perform maintenance on all pumps at this time. In the fall we will change the system over and check all operations. The filters will be changed during the spring inspection and will be supplied by us.

\$1,827.00/Per Year

**WE PROPOSE** hereby to furnish material and labor --- complete in accordance with above specifications, for the sum of:

One Thousand Eight Hundred Twenty-Seven and 00/100 ----- dollars (\$ 1,827.00 ).

Payment to be made as follows:

Any amount due under this agreement which is not paid when due shall bear interest at the rate of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

JAY D. BEHRENS

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**NOTES:**

- 1) As a Planned Maintenance customer you are entitled to priority service over non-agreement customers along with a 10% discount on parts and discounted labor.

Discounted Labor as of June 1, 2016    (Rates Adjusted Annually)

Regular Time	136.00/Hr.	Monday - Friday 8:00 A.M. - 4:30 P.M.
Time and Half	193.00/Hr.	After 4:30 P.M. and Saturdays
Double Time	247.00/Hr.	Sundays and Holidays

- 2) The above work is for planned maintenance only. Any deficiencies in the system(s) will be noted and will not be addressed without prior approval.
- 3) This agreement would begin on the acceptance date and shall automatically renew. This agreement is subject to price revision on its anniversary date and may be canceled by either party at that time.

**ARTLIP and SONS, Inc.**THIS PAGE BECOMES PART OF AND IN CONFORMANCE WITH PROPOSAL NO. E-25006Job Name Planned Maintenance

Signature \_\_\_\_\_ Date \_\_\_\_\_

Submitted by JDB Date 9/09/16

Signature \_\_\_\_\_ Date \_\_\_\_\_