

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
236 091260	ILLINOIS TOLLWAY	G121000002645	IL TOLLWAY-IPASS	09/27/18	27020006200	OFFICE SUPPLIES & POSTAGE	0.95
237 111514	KONICA MINOLTA BUSINESS SOLUTI	9004949735	MONTHLY CLICKS 8/13-	09/27/18	27020006200	OFFICE SUPPLIES & POSTAGE	203.97
238 131567	APRIL MORRIS	EMP REIMB	STORAGE CONTAIN.	09/27/18	27020006200	OFFICE SUPPLIES & POSTAGE	7.00
239 190816	SHAW MEDIA	10085118	SHAW MEDIA WEBSITE &	09/27/18	27020006200	OFFICE SUPPLIES & POSTAGE	313.45
240 231009	STEPHANIE WIENCKE	09-18-18	NB-OFFICE CHAIRS & U	09/27/18	27020006200	OFFICE SUPPLIES & POSTAGE	183.92
							709.29*
241 061583	FOX RIVER ECOSYSTEM PARTNERSHI	FREP-18	FREP DUES	09/27/18	27020006203	DUES/MEMBERSHIPS	100.00
							100.00*
242 011359	AMEREN IP	27864-44006	MILLBROOK S ELECTRIC	09/27/18	27020006351	ELECTRIC	33.14
							33.14*
						Total FOREST PRESERVE EXPENDITURE	842.43*
ELLIS HOUSE							
243 251493	YORKVILLE ACE & RADIO SHACK	400793	ELLIS-FURN. FILTERS	09/27/18	27021007080	GROUPS & MAINT - ELLIS H	46.56
							46.56*
						Total ELLIS HOUSE	46.56*
ELLIS BARN							
244 031510	COMMONWEALTH EDISON	9361548011	COMED-ELLIS	09/27/18	27021017076	UTILITIES - ELLIS BARN	432.47
245 031510	COMMONWEALTH EDISON	9361578000	COMED-RT. 52 BWFP	09/27/18	27021017076	UTILITIES - ELLIS BARN	23.66
							456.13*
						Total ELLIS BARN	456.13*
ELLIS GROUNDS							
246 040538	DEKANE EQUIPMENT CORP	1A59955	ELLIS-TRACTOR MNT.	09/27/18	27021027080	GROUPS & MAINT - ELLIS G	108.36
247 130506	MENARDS	28347	ELLIS-HARDWARE SUPP.	09/27/18	27021027080	GROUPS & MAINT - ELLIS G	46.87
							155.23*
						Total ELLIS GROUNDS	155.23*
ELLIS WEDDINGS							
248 200525	THE PAPER	08-30-18	ELLIS-WED PROMO	09/27/18	27021207081	PROMO/PUBLICITY - ELLIS W	330.00
							330.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
249 070202	BARBARA GARRINGTON	9-15-18	SEC. DEP. REFUND-ELL	09/27/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00 1,000.00*
Total ELLIS WEDDINGS							1,330.00*
HOOVER							
250 140937	NICOR	50-98-01-9712	8 NICOR-HOV-MHL	09/27/18	27022006860	HOOVER - GAS	32.11
251 140937	NICOR	30-83-10-3489	4 NICOR-HOV-KFBH	09/27/18	27022006860	HOOVER - GAS	36.57
252 140937	NICOR	24-61-42-0362	8 NICOR-HOV-BSBH	09/27/18	27022006860	HOOVER - GAS	36.09
253 140937	NICOR	23-33-66-3829	7 NICOR-HOV-ROOKERY	09/27/18	27022006860	HOOVER - GAS	38.10
254 140937	NICOR	88-55-14-0114	9 NICOR-HOV-SHIP	09/27/18	27022006860	HOOVER - GAS	33.55
255 140937	NICOR	28-23-52-9973	3 NICOR-HOV-MSBH	09/27/18	27022006860	HOOVER - GAS	35.58
256 140937	NICOR	72-38-93-7412	4 NICOR-HOV-RES	09/27/18	27022006860	HOOVER - GAS	23.51
257 140937	NICOR	22-82-70-8302	7 NICOR-HOV-OLD SHOP	09/27/18	27022006860	HOOVER - GAS	43.61 279.12*
258 190640	ANDY SEYMOUR	1739	REFUND-FIREWOOD	09/27/18	27022007088	HOOVER SECURITY DEPOSIT R	50.00 50.00*

Total HOOVER 329.12*

ENV ED NATURAL BEGINNINGS

259 230034	JESSICA VOSBURGH	09-18-18	NB-RUG & ANIMAL CARE	09/27/18	27023036849	ENV EDUC - NATURAL BEGINN	24.97 24.97*
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Total ENV ED NATURAL BEGINNINGS 24.97*

GROUND & NATURAL RESOURCES

260 012290	AUTOMOTIVE SPECIALTIES INC	36053218	F150-HA-HEADLIGHT RE	09/27/18	27025006216	EQUIP - GROUND & NATURAL	375.76
261 012290	AUTOMOTIVE SPECIALTIES INC	23150	F150-BREAKS/OIL	09/27/18	27025006216	EQUIP - GROUND & NATURAL	486.41
262 061021	FLATSO'S TIRE SHOP	9142	F150 TIRE REPLACEMENT	09/27/18	27025006216	EQUIP - GROUND & NATURAL	590.00 1,452.17*
263 050780	CHS ELBURN	211299	HOV-FUEL	09/27/18	27025006217	FUEL - GAS & OIL	735.92
264 140937	NICOR	85-66-26-1012	1 NICOR-MS	09/27/18	27025006217	FUEL - GAS & OIL	102.82 838.74*
265 030540	CENTRAL LIMESTONE CO INC	14578	CA6-SSG & LYON	09/27/18	27025006837	PRESERVE IMPROV - GR & NA	10.75 10.75*
266 140937	NICOR	61-1000-1	NICOR-HARRIS	09/27/18	27025006848	GAS - GROUND & NATURAL R	43.08 43.08*
267 141587	NORTHERN SAFETY CO, INC	903110701	GRND. MNT. NITRILE G	09/27/18	27025007089	SUPPLIES - SHOP	119.17 119.17*

Total GROUND & NATURAL RESOURCES 2,463.91*

Total Forest Preserve Claims \$5,648.35

David Guritz

Subject: FW: Request for Updated Proposal
Attachments: image001.png; Millbrook Brg Phase II III Agmt 9-27-18.pdf

From: Steve Megginson <swmegginson@hlreng.com>
Sent: Thursday, September 27, 2018 10:38 AM
To: David Guritz <dguritz@co.kendall.il.us>
Cc: Joe Frazee <jwfrazee@hlreng.com>; Scott Rodseth <srodseth@hlreng.com>
Subject: Re: Request for Updated Proposal

David,

We are submitted our revised proposal for Phase II and II services. The following changes have been made:

1. The Phase III scope and fee has been revised to be in line with the recommended 9% of the construction cost of \$297,000. This is based on the estimated construction cost and will vary. This reduces the overall time available for field inspections.
2. We added \$4000 to the Phase II estimate to include the IDNR permit. We decided to include this permit development and review fee (\$2620) in the engineering agmt instead of leaving it open for the contractor to complete. This may cause further delays for the contractor. We will include provisions that they will have to comply with during construction. Any modifications tot he permit would then need to be coordinated by the Contractor.

Pls review and let me know any comments or questions.

Thanks, Steve



Steve Megginson, PE, SE
Vice President

Hampton Lenzini and Renwick Inc.
3085 Stevenson Dr. | Ste. 201 | Springfield, IL | 62703
P 217.546.3400 | C 217.341.3659

hlrengineering.com

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Illinois Department of Natural Resources
Endangered and Threatened Species Permit

Permit Number: **2616**

Issued Date: 9/24/2018

Expiration Date: 12/31/2018

This permit is valid for the following Counties in Illinois:

Kendall

Pursuant to 520 ILCS 10/5 and 17 Ill. Adm. Code 1070.10-1070.80, this permit is issued to:

David Guritz
110 W. Madison
Yorkville, IL 60560

and covers the following additional personnel:

Kim Olson
Emily Dombrowski
Antoinette White

from:

Kendall County Forest Preserve District

for the purpose of SCIENTIFIC RESEARCH involving the following specimens and/or products:

<i>Species</i>	<i>Item</i>	<i># Specimens/ Products</i>	<i>Collection Method</i>	<i>Action</i>	<i>Disposition</i>
Fish - River Redhorse - <i>Moxostoma carinatum</i>	Live Individual	TBD - Fox River dewatering	Hand Capture	Photograph	Catch and Release Live Specimen
Fish - Greater Redhorse - <i>Moxostoma valenciennesi</i>	Live Individual	TBD	Hand Capture	Photograph	Catch and Release Live Specimen

If the research project covered by this permit will involve propagation, the permit holder and additional personnel listed above are required to possess an IDNR endangered and threatened species permit Propagation Addendum.

Possession of federally listed species is covered by:

USDA Exhibitor Permit #

U.S. Fish and Wildlife Service Permit #

The research project covered by this permit will address:

- | | |
|---|---|
| <input type="checkbox"/> <i>Distribution or status of the listed species</i> | <input checked="" type="checkbox"/> <i>Threats to the listed plants and animals and/or their habitats</i> |
| <input type="checkbox"/> <i>Life history of the listed species</i> | <input type="checkbox"/> <i>Effects of exotic species on native populations</i> |
| <input type="checkbox"/> <i>Ecological needs of the natural populations of the species</i> | <input type="checkbox"/> <i>Genetic diversity within population</i> |
| <input type="checkbox"/> <i>Supplementing existing populations</i> | <input type="checkbox"/> <i>Wildlife disease vectors and transmission</i> |
| <input type="checkbox"/> <i>Captive rearing</i> | <input checked="" type="checkbox"/> <i>Translocation to unoccupied locations within species' historic range</i> |
| <input type="checkbox"/> <i>Effects of management actions on animals or plants</i> | <input type="checkbox"/> <i>Impact of wind turbines on listed species</i> |
| <input type="checkbox"/> <i>Movement or habitat use</i> | <input type="checkbox"/> <i>Propagation for release into the wild</i> |
| <input checked="" type="checkbox"/> <i>Other: Per IDNR permit, translocation downstream away from dewatering activities. This is part of an IDNR approved</i> | |

Questions about this permit should be directed to DNR.ETPermit@Illinois.gov

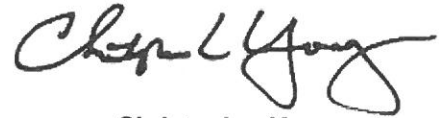
ITA.

The specific locations where this research will be conducted are:

<i>Research Location</i>	<i>Nearest City</i>
Fox River	Millbrook

**ITEMS LISTED ON THIS PERMIT MAY BE SOLD,
GIVEN AWAY, OR OTHERWISE DISPOSED OF ONLY
WITH PERMISSION OF THE ILLINOIS
DEPARTMENT OF NATURAL RESOURCES.**

Signed:



Christopher Young
Office Director

IDNR Office of Resource Conservation
As designee of IDNR Director, Wayne A. Rosenthal

Special Conditions (IF APPLICABLE):

Activities covered under this permit are part of an IDNR issued/approved Incidental Take Authorization. Information on specific ITAs is available from the IDNR, Springfield, IL. office per Jenny Skufca with the Division of Natural Heritage.

Conditions:

- A copy of this permit must be in the possession of the permit holder when engaged in activities involving endangered or threatened species.
- There shall be no propagation of or attempt to propagate any endangered or threatened species covered by this permit unless a signed IDNR addendum approving propagation is attached. In addition, the Propagation Addendum must be in the possession of the permit holder when engaged in all activities involving propagation of an Illinois listed species.
- Permit holder cannot move/transport/translocate any endangered or threatened species outside of a designated project area/zone of impact without expressed written consent of the Director of the Illinois Department of Natural Resources.
- Permit holder shall notify IDNR of any changes to personal information within 10 days of making such changes.
- Permit holder shall notify IDNR of any changes to inventory of specimens through escape, theft, death or other unanticipated events within five working days of the discovery of loss.
- Permit holder must provide the Department with an electric copy or two hard copies of any reports, technical papers, or technical notes that result from studies conducted under the auspices of this permit.
- An annual report must be submitted to IDNR by January 31st of each year.

The holder of this permit may:

- Dispose of specimens or products covered by this permit through transfer or scrapping only after a permit/written permission has been applied for and received from the Department.
- Allow temporary possession of the items covered by this permit by a licensed taxidermist for the purpose of providing taxidermic services.

This permit may be revoked if the Department finds that a permittee has falsified information on the application, failed to comply with facilities standard or animal welfare standards established in 17 Ill. Adm. Code 1070.60 and 1070.70, or violated state or federal

laws



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

September 27, 2018

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
dguritz@co.kendall.il.us

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase II Design & Phase III Construction Services

Dear Mr. Guritz:

We have prepared this letter to serve as the agreement between the Kendall County Forest Preserve District (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services requested relative to the Millbrook Bridge over the Fox River.

The purpose of these services is to develop contract plans, specifications and estimates suitable for bid letting (Phase II) and construction observation services (Phase III) of the removal of the bridge truss structure, piers and abutments.

SCOPE OF SERVICES: PHASE II

The Client and Consultant agree to the following list of Phase II Basic Services the Consultant will provide to the Client:

1. Complete field survey of the site, including cross-sections of the channel and west bank, existing bridge dimensions and tree removal limits, necessary for design and determination of plan quantities.
2. Complete hydrologic and hydraulic design of temporary in-stream works. Determine required size of culverts to bypass flow under the temporary causeway. Determine estimated water surface elevation for cofferdam specification. Submit construction permit request to IDNR with Review Fee of \$2620.
3. Assemble construction plan set including plan and profile of existing bridge and channel, layout of temporary cofferdams and causeway, details of temporary works, riprap layout along shoreline section and erosion control plan. Incorporate special conditions or management practices as required to comply with environmental permits obtained in preliminary phase.
4. Identify potentially affected utilities through JULIE coordination. Coordinate with utilities to request facility locations and necessary protection measures.
5. Develop project special provisions, contract booklet suitable for letting and engineer's project cost estimate.

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

SCOPE OF SERVICES: PHASE III

The Client and Consultant agree, upon satisfactory completion of the Phase II services to the following list of Phase III Basic Services the Consultant will provide to the Client:

1. Pre-Construction Services: Lead pre-construction meeting, review shop drawings and bridge demolition procedure, project setup, schedule coordination.
2. Construction Services: On-site part-time resident engineering to perform observation, documentation, and checks of contractor crews (approximately 24 hours/week for 4.5 weeks). In addition, project management and quality assurance will be provided as outlined in the Not-To-Exceed Cost.
3. Post-Construction Services: Punchlist and final inspection services will be provided to ensure that the project is acceptable to the Client. Final agreement to quantities will be performed with the contractor. Hardcopies of as-built drawings will be created and provided to the Client (with electronic files as desired). Final documentation and job box will be completed and turned into the client.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A for either Phase and appended hereto. Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

All the above services are to be performed to the satisfaction and in conformance with the requirements of the Client.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- Use of Forest Preserve property adjacent to the site for Consultant and Contractor access.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates, which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit.

The upper limit of compensation will not exceed \$26,000.00 for Phase II services.

The upper limit of compensation will not exceed \$26,730.00 for Phase III services. This upper limit includes the scope of services for preconstruction and post construction activities as noted above and a construction duration of 4.5 weeks.

If contractor's submitted progress schedule shows a construction duration of longer than 4.5 weeks, or if weather, flooding, or other unforeseen issues modify the contractor's schedule to be longer than 4.5 weeks, HLR's Phase III not to exceed cost is subject to change in order to provide more construction observation/documentation manhours as directed by the Client.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
September 27, 2018
Page 3 of 7

Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost must be pre-approved by the Client. For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

Invoices shall be submitted by the Consultant on a monthly basis and are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

<u>Employee Classification</u>	<u>2018 Hourly Rate</u>
Principal	\$205.00
Engineer 6	158.00
Engineer 5	149.00
Engineer 4	133.00
Engineer 3	119.00
Engineer 2	105.00
Engineer 1	82.00
Structural 2	175.00
Structural 1	128.00
Technician 3	116.00
Technician 2	89.00
Technician 1	70.00
Intern/ Temp	53.00
Land Acquisition	117.00
Survey 2	118.00
Survey 1	91.00
Environmental 2	124.00
Environmental 1	66.00
Administration 2	117.00
Administration 1	60.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2018. In the event services of the ENGINEER extend beyond December 31, 2018, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Certification

Consultant certifies that Consultant, 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).

Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in HLR or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in HLR or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Drug-Free Workplace.

Consultant and its employees, 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.*

Entire Agreement

This Agreement, comprising pages 1 through 7 is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor

It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant's officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant's officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

Insurance

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

The Kendall County Forest Preserve District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County Forest Preserve District. Also, Kendall County Forest Preserve District shall be designated as the certificate holder.

Non-Discrimination

Consultant, 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.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

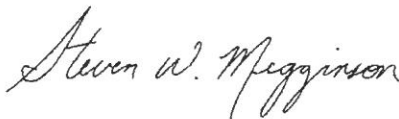
Mr. Dave Guritz, Director
Kendall County Forest Preserve District
September 27, 2018
Page 7 of 7

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the Forest Preserve's approval, please have the proper officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Springfield office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By: 

Steven Megginson, P.E., S.E.
Vice President

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Kendall County Forest Preserve District for engineering services set forth above.

By _____ Date _____

ATTEST:

By _____

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Director

RE: Millbrook Bridge Memorandum of Agreement
Permit #CEMVR-OD-2018-0277

Date: September 27, 2018

The District has received the final Memorandum of Agreement from the US Army Corps of Engineers, Rock Island District. While the MOA is between the US ACoE and Illinois State Historic Preservation Office, the Kendall County Forest Preserve District is a required signatory on the final agreement.

The Kendall County Historic Preservation Commission has expressed interest in working with the District to commission and install an Illinois State Historical Society permanent marker on location at the Shuh-Shuh-Gah Canoe Launch area.

The marker will not be considered a requirement within the final MOA.

Recommendation:

Following discussion, provide direction to include the costs for installation of the proposed Illinois State Historical Society marker within the FY19 capital budget.

Illinois State Historical Society

5255 Shepherd Road
Springfield, Illinois 62703
Telephone: 217-525-2781
www.historyillinois.org

Historical Marker Application

1. Application Date: _____

2. Subject of Proposed Marker: Millbrook Bridge, Kendall County, Illinois

3. Marker Size: up to 100 words (\$2,000) ☐ up to 250 words (\$3,200) ☒

4. In 1,000 words or less, give the statewide and/or national significance of the subject and attach it to this application.

5. Documentation:

List and attach photo copies of at least two sources for each of significance facts stated in item 4 that are not common knowledge. At least one source should be primary or original.

6. Give the exact location for installation of proposed marker, including route or street address and attach proof of permission to erect the marker on the proposed site.

Kendall County Forest Preserve District - Shuh-Shuh-Gah canoe launch and picnic area. The marker will be placed along the trail leading up to the west abutment.

7. Please include a \$500 administrative fee. This fee is part of the overall marker cost and is nonrefundable. It is strongly recommended that you contact the office to determine if your proposed subject is eligible prior to submitting the application and fee.

8. Sponsoring Organization: Kendall County Forest Preserve District

Contact Name: David Guritz

Address: 110 W. Madison Street, Yorkville, Illinois 60560

Phone: 630-553-4131

Fax: 630-553-4023

County: Kendall

Contact E-Mail: dguritz@co.kendall.il.us

9. Other persons or co-sponsors: TBD

Agreement:

The Illinois State Historical Society will oversee the casting of the marker (of aluminum) in conformance with ISHS design and format. It will contain the name of the sponsoring organization as well as the name of the Illinois State Historical Society and the year in which it was cast in addition to the text. It is the responsibility of the sponsoring organization to erect and mount the marker at the location established in agreement with the Society. The marker will be maintained by the sponsoring organization.

Payment for the marker is due when the text is approved and ready for casting. The Society will notify the sponsoring organization at that time.

It is agreed that the sum of

☐ \$2,000.00 per small marker (29" x 40.5")
(includes administrative fee)

☒ \$3,200.00 per larger marker (44" x 51")
(includes administrative fee)

☐ \$200.00 each (8 foot pole), optional

will be paid to the Illinois State Historical Society upon notification that text and location are approved. These prices do not include crate for marker, and shipping charges for marker and pole.

For Sponsoring Organization:

David Guritz

Sponsoring Organization

Authorized Signature/Date

For Illinois State Historical Society:

Title

Authorized Signature/Date

8/2014

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Director Kim Olson, Superintendent
 Date: 27-Sep-18

RE: Harris Shelter 4 Exterior Improvements - Summary of Quotes Received

	A&B Exteriors	Premier	Extreme
BASE BID			
Base Bid (Siding Layover)	\$ 11,676.65	\$ 13,280.00	\$ 13,950.00
Soffit & Fascia	\$ 2,985.00	\$ 1,880.00	\$ 2,930.00
Aluminum Wraps	\$ 1,160.00	\$ 1,300.00	\$ 2,250.00
TOTAL	\$ 15,821.65	\$ 16,460.00	\$ 19,130.00
GUTTER WORK			
Option 1	\$ 246.00	\$ 375.00	\$ 630.00
Option 2	\$ 294.00	\$ 745.00	\$ 1,525.00
Option 3	\$ 798.00	\$ 680.00	\$ 2,750.00
Plywood Replacement (Unit Cost)	\$45 per sheet installed	Not included	\$50 per sheet installed

*Mistake in quote
 (*) \$500 deduct for use of
 KCFPD dumpsters*

A&B Exterior is the low quote provider.

Recommendations:	Motion to forward the A&B Exteriors proposal in the amount of \$15,821.65 plus \$294.00 (Option 2 - existing gutter replacement). Total cost: \$16,115.65.
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**KENDALL COUNTY FOREST PRESERVE QUOTE FOR REPAIR
HARRIS FOREST PRESERVE RT. 71, SHELTER #4**

BASED KENDALL COUNTY PREVAILING WAGES

Siding Layover:

- Layover existing T-11 paneling on shelter building only (not including picnic covering area) (If any rotten wood is found under moisture barrier paper;
- Install moisture barrier paper and moisture barrier tape around all windows & doors
- Install new Union Corrugated 29 gauge, steel Master Rib Siding (12.5 sqs)
- Install new corner posts, J-blocks, water spigot blocks & electrical blocks

Partial Soffit & Fascia Work – Shelter 4:

- Wrap soffit & fascia with aluminum on shelter building only (not including picnic covering area)

Aluminum Wraps:

- Wrap (2) doors, (2) garage doors and (2) arch openings with aluminum trim

Gutter Work – Shelter 4 (one option must be chosen if soffit & fascia work is to be done):

Option 1

- Detach & reset west side gutter & down

Option 2

- Remove & replace (49') of 5" gutter and (13 ft) of oversized 3x4 downs on west side of building only

Option 3

- Remove & replace (49') of 5" gutter and (13 ft) of oversized 3x4 downs on west side of building only

Color: _____

- Install (49') of 5" gutter and (13 ft) of oversized 3x4 downs on east side of building only

Email to:

David Guritz dguritz@co.kendall.il.us ph. 630-553-4131

Kim Olson kolson@co.kendall.il.us ph. 630-774-0520



3775 Drew Ave., Sandwich, IL 60548>> Phone: 815-786-3100
>> Fax: 866-634-3168>> IL Lic# 104.015799

PROPOSAL

07/19/18

Kendall County Forest Preserve, Harris Hill – Shelter 4
Attn: Kim Olson
IL Route 71
Yorkville, IL
630-774-0520

The following work is proposed for the above address:

Siding Layover:

- Layover existing T-11 paneling on shelter building only (not including picnic covering area) (If any rotten wood is found under moisture barrier paper; it will be replaced at an additional cost of \$45/sheet or \$3.50/ft for dimensional lumber)
- Install moisture barrier paper and moisture barrier tape around all windows & doors
- Install new Union Corrugated 29 gauge, steel Master Rib Siding (12.5 sqs) Color: _____
- Install new corner posts, J-blocks, water spigot blocks & electrical blocks

Total Cost of all Siding Work Proposed: \$11,676.65*
*Prices based on Kendall County Prevailing Wages

Partial Soffit & Fascia Work – Shelter 4:

- Wrap soffit & fascia with aluminum on shelter building only (not including picnic covering area) Color: _____
- Total Cost of all Soffit & Fascia Work Proposed: \$2,985.00*
*Prices based on Kendall County Prevailing Wages

Aluminum Wraps:

- Wrap (2) doors, (2) garage doors and (2) arch openings with aluminum trim Color: _____
- Total Cost of all Aluminum Wrap Work Proposed: \$1,160.00*
*Prices based on Kendall County Prevailing Wages

Gutter Work – Shelter 4 (one option must be chosen if soffit & fascia work is to be done):

Option 1

- Detach & reset west side gutter & down
- Option 1 – Total Cost of all Gutter Work Proposed: \$246.00*
*Prices based on Kendall County Prevailing Wages

Option 2

- Remove & replace (49') of 5" gutter and (13 ft) of oversized 3x4 downs on west side of building only Color: _____
- Option 2 – Total Cost of all Gutter Work Proposed: \$294.00*
*Prices based on Kendall County Prevailing Wages

Option 3

- Remove & replace (49') of 5" gutter and (13 ft) of oversized 3x4 downs on west side of building only Color: _____
 - Install (49') of 5" gutter and (13 ft) of oversized 3x4 downs on east side of building only Color: _____
- Option 3 – Total Cost of all Gutter Work Proposed: \$798.00*
*Prices based on Kendall County Prevailing Wages

Total Cost of all Work Proposed, based on options chosen above: \$ _____

Payment Terms: HALF DOWN UPON ACCEPTANCE, REMAINDER PAID IN FULL UPON COMPLETION. We accept VISA, Mastercard & Discover. We now offer financing.

Submitted by: [Signature] Date: 07/23/18

Accepted by: _____ Date: _____

Payment terms are listed above. **Accounts over 30 days past due will incur a late fee of 5% per month.** All material is guaranteed to be as specified. Proposal valid for 30 days. Full workmanship warranty is 5 years, repair workmanship warranty is 1 year, when acting as sub-contractor workmanship warranty is 1 year, unless otherwise specified. All work to be completed in a workman like manner according to 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 are contingent upon accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation insurance. **The above work is what was determined as needed in order to fully complete your job; however, on a rare occasion additional work is found once existing material has been removed; in this case labor will be billed at an hourly rate of \$50/hour/worker plus material costs.**

-I have read and understand the attached Project Preparation Sheet. Please Initial Here: _____ -A&B Exteriors completes all jobs in the order they are signed (unless cases of extreme emergency). As of proposal date; A&B Exteriors anticipates your job to be started in SEPTEMBER - OCTOBER weather permitting. Estimated time will be re-evaluated on date proposal is accepted by homeowner. The scheduling assistant will contact you upon acceptance of proposal. Please Initial Here: _____

PROJECT PREPARATION AND EXPECTATIONS

*The following is a list to help you prepare for the construction project and is considered an addendum to the contract

1. Please cover items in the attic to protect them during re-roofing projects.
2. Remove all personal belongings from/around the exterior of the house, including but not limited to patio furniture, grills, landscape lighting, decorations, etc.
3. Remove all screens from windows and doors. We are not responsible for any tears.
4. Remove all loose items from shelving and walls such as: pictures, mirrors, plates, etc. Hammering may create vibration that could shake these items off shelves and walls.
5. Although caution will be taken, some leaves or blooms and plants may be affected by the construction.
6. There are instances where minor damage to gutters is unavoidable, especially on very steep roofs or where there may be some rotten or rusted areas.
7. We do not cover nail pops on drywall and/or preexisting damage that was not covered by your claim and / or written agreement.
8. The Project Manager will do an inside inspection for preexisting damage.
9. Every effort will be taken to pick up all nails with a magnet; however, please watch for nails that may be embedded in the grass or shrubbery. Use bag on lawn mower, if possible, at least once after job is completed.
10. It will be the homeowner's responsibility to have any TV satellite dish readjusted if the dish must be temporarily moved and reset during the construction process.
11. In the event bad decking on the roof needs replacement, we make every effort to make verbal contact with the homeowner. It is the homeowner's responsibility to pay for replaced decking (up to 3 sheets included, additional sheets @ \$45/sheet of sheathing to match existing, includes the cost of labor, material and dump fees)
12. It is the responsibility of the homeowner to secure all animals inside the house or off the property during the renovations. This is for the safety of our employees and your animal(s).
13. You will be notified by phone prior to material deliveries and installation.
14. Payment terms are as stated on the proposal.
15. Should you have any questions, feel free to call your Project Manager.

Homeowner Signature

Date

Phone #

PREMIER
INSURED AND BONDED
QUALITY WINDOWS AND SIDING
1981 WIESBROOK, Unit AF, OSWEGO, IL 60543
(630) 966-1939

30 DAY PRICE GUARANTEE

REP: Pat

DATE: 8-23-18

HOMEOWNERS NAME: Kendall County Forest Preserve

ADDRESS: Harris Forest Preserve Rt. 71, Shelter #4



WORK TO BE PERFORMED: Siding Replacement & Aluminum Work

Premier proposes the following: Tear off and haul away existing wood siding. Check exposed sheathing for water damage. (Replacement cost will be quoted based on any damage found and will amend contract as needed). Install Tyvek moisture barrier paper with taped seams. Custom bend new flashings and drip caps for openings as needed. Furnish and install new Union 29 Gauge Ribbed Steel siding including accessories for corners, lights, water spigots and outlets.

Tear off of existing siding being recommended due to condition, rot and softness will not provide a secure or level nailing substrate for new heavier siding. Building out with foam to improve wall condition would require doors and windows to be furred out for water drainage management making cost similar to tear off

Total cost of Siding work: \$13,280. (Deduct \$500 if Forest Preserve dumpsters are able to be used)

Alternate Option – Fiber cement boards in cedar, stucco or smooth look with composite trim boards. Add \$2450 to project cost. This option is recommended for durability in high traffic, heavy use area. Will not be as susceptible to denting, dinging and overall damage as steel siding will be.

Soffit & Fascia work – Furnish and install new aluminum soffit panels on overhang of shelter building (not including picnic area). Remove and replace damaged fascia boards, then wrap all fascia in aluminum across entire shelter building (not including picnic area).

Total cost of soffit & fascia work: \$1880

Aluminum Wraps: Wrap trim on 2 service doors, 2 garage doors, 2 arched openings. Total cost of \$1300

Gutter work:

Option 1 – Remove and rehang west side gutters and downspout – Total cost \$375

Option 2 – Remove and replace west side gutters and downspout – Total cost \$745

Option 3 – Furnish and install new gutter and downspout for East side – Total cost \$680

Any new gutters to be .032 gauge seamless aluminum 5" K style gutters with oversized downspouts.

Price includes cleanup and haul away of debris, all applicable taxes, fees, labor and materials.

DEPOSIT: 30%

BALANCE: DUE ON COMPLETION

**THANK YOU FOR CHOOSING PREMIER QUALITY WINDOWS AND SIDING
YOUR HOME IMPROVEMENT SPECIALISTS.**



www.ExtremeExteriorsInc.com

712 E. South St. Unit B (Rt. 34) Plano IL 60545

Date: 9-7-18

Job Name: Kendall County Forest Preserve Rt 71 (Shelter #4)

Work to Be Performed:

- (Siding Option 1) Supply and install housewrap and tape to shelter #4 over the existing siding (Not including the picnic covering area). Supply and install Union Corrugated 29 gauge steel Master Rib siding over the existing siding. (\$13,950.00)
- (Siding Option 2) Supply and install housewrap and tape to shelter #4 over the existing siding (Not including the picnic covering area). Supply and install Board and Batten Hardie Board siding over the existing siding. (\$13,425.00)
- Supply and install aluminum soffit and fascia to shelter #4 (Not including the picnic covering area). (\$2,930.00)
- Wrap 2 doors, 2 garage doors, and 2 arch openings with aluminum trim. (\$2,250.00)
- (Gutter Option 1) Detach and reset west side gutter & downs. (\$630.00)
- (Gutter Option 2) Remove and replace 5" seam less gutter and 3x4 downspouts on the west side of the building. (\$1,525.00)
- (Gutter Option 3) Remove and replace 98 feet of gutter and 3x4 downspouts on the East and West side of the building. (\$2,750.00)

NOTE: If the wood under the shingles or siding is damaged, a \$50.00 per 4x8 sheet of plywood charge will be applied. Any other damage will be charged to the homeowner/customer on a time & material basis. The price is (\$40.00 per man hour) + (Material at cost). Pictures will be taken, and the homeowner notified before any work is done. If extra material is left over after completion, the said material is the property of Extreme Exteriors Inc. not the customer/homeowner.

Materials:

Supplied by: Extreme Exteriors Inc.

Warranty:

2 years on workmanship from the installation completion date. All the materials are covered by a manufacturer's warranty. The labor warranty does not cover vandalism, negligence, or 55 mph + wind to be determined by weather reports.

TOTAL AMOUNT (\$ with cash or check)

Payment Terms:

(If you are paying with a credit card a 3% interest rate will be incurred. This estimate is good for 30 days from receipt.)

\$1/2 Deposit
\$1/2 Due upon work completion.

Note: Our workers are fully covered by worker's Compensation insurance. In the event that the balance due is not paid within 30 days from the job's completion, there shall be a 3.5% per month (42% per annum) fee added on the outstanding balance. The customer agrees to be responsible for and shall reimburse Extreme Exteriors Inc. for all reasonable attorney fees and costs incurred in collecting any unpaid balance with litigation in Kendall County.

ACCEPTANCE OF PROPOSAL

The prices and conditions are satisfactory, understood, and hereby accepted. I authorize the work to be done as specified and agree to the payment outlined on page #1. The permit is not included in this price, Extreme Exteriors will acquire and pay for the permit and I (Customer) will reimburse Extreme Exteriors for the permit.

I _____ Date _____
Customer/homeowner PRINT NAME

Customer/homeowner SIGNATURE

Extreme Exteriors Inc. agrees to provide the services mentioned above, guarantee the quality of work, stand by the warranty, & pursue the homeowner's best interest at any discretion.
This contract becomes binding with the president of Extreme Exteriors Inc.'s signature



To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Director

RE: Natural Areas Management Grant Projects – Overview and Restoration Contractor Proposals

Date: September 27, 2018

1. Ellis House and Equestrian Center Farm Pond (TCF Grant Project)

This project is funded by a \$3,000 pass-through grant from LyondellBassel awarded to The Conservation Foundation to restore natural areas along the Aux Sable Creek.

District staff recommends approval of a contract with SemperFi Land, Inc. for \$1,450.00 for herbicide application within the restoration work area. The District has low-grow pollinator mix seed, and will use the remaining funds for spring perennial stock.

2. Hoover Forest Preserve (Forest Foundation – ICECF Grant Project)

The District has received several proposals for clearing of invasive honeysuckle and buckthorn from Hoover Forest Preserve. Proposals will be reviewed at the October Forest Foundation meeting, with a recommendation to the Board of Commissioners to enter into contract with the low-quote extended. The District will be fully reimbursed in FY18-19 for all clearing work performed.

3. Maramech Forest Preserve (INPC Grant Project)

The District has been notified of an Illinois Nature Preserves Commission restoration funding request of \$15,000 for Maramech Forest Preserve to complete the removal of invasive brush species from the dedicated nature preserve areas. The top natural areas management priority identified is to complete a fall prescribed burn within the prairies, bluffs, and flatwoods. Nelson Land Management has submitted a proposal for \$5,400 to complete a prescribed burn of the eastern portion of the preserve, including the flatwoods area. District staff recommends forwarding the prescribed burn proposal directly to Commission for approval for an amount not-to-exceed \$5,400 as a match to the \$15,000 INPC funding request.

September 24, 2018

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

Proposal for Services: Natural Areas Management – Ellis House and Equestrian Center

Scope:

This proposal includes all materials, equipment, and labor necessary to provide natural areas management to vegetative buffer within retention basin located at Ellis House and Equestrian Center in Minooka, Illinois.

Item	Qty	Unit	Unit Cost	Total Cost
Herbicide Application (Retention Basin Margin and Small Prairie)				
Initial Herbicide Application	1	LS	\$900.00	\$900.00
Follow Up Application (if needed)	1	LS	\$550.00	\$550.00
			Total	<u>\$1,450.00</u>

Additional Services				
Selective Herbicide Application (2019 growing season)	4	Visits	\$790.00	\$3,160.00
Misc Native Plant Plug Installation (38 Flat)	1	Flat	\$150.00	\$150.00

Services:

Herbicide Application

A Semper Fi management crew will mechanically spray the existing retention pond buffer with a nonselective herbicide approved for aquatic use. The goal for this application is 100% kill. A follow up treatment may be applied as directed by Kendall County Forest Preserve District. In addition to the retention pond buffer, the management crew will selectively treat goldenrod in the small prairie located just south of the retention pond. Semper Fi anticipates completing this work prior to vegetation going dormant in the fall of 2018.

Following successful herbicide application, Kendall County Forest Preserve District will perform prescribed burn management and native seed installation.

Selective Herbicide Application

Semper Fi will make four (4) maintenance visits during the growing season (April – October) to selectively treat perennial invasive species within the specified natural areas located at the Ellis House and Equestrian Center in Minooka, Illinois. Stewardship timing and methodology will be determined and directed by Semper Fi.

Terms and Conditions

This proposal does NOT include prevailing wage rates.

Payment terms are Net 30.

The Contractor is committed to delivering quality services to all buyers, and encourages them to immediately report any deviation from the requirements as agreed upon in this contract.

All work will be performed by uniformed, trained, and properly supervised personnel in accordance with industry standard horticultural practices.

Service Pledge

All of the work described in this contract will be performed in a professional manner for the duration of this contract. All work is supervised by a crew leader and is over seen by the owner of SEMPER FI LAND SERVICE to insure that we are consistent in bringing you the customer the 100% quality service that SEMPER FI LAND SERVICE provides its customers. We have built a solid reputation on our dependable, quality service, and are very proud of what we do for our customers. We will always monitor your property and bring any problems or possible problems to your attention as soon as we spot them.

If accepted, please sign below and return one copy to our office.
Upon receipt, we will schedule this project.



Shawn Sinn
Vice President of Land Services
Semper Fi Land Services, Inc.

09/24/18
date

Accepted by: date
Kendall County Forest Preserve District

PROPOSAL FOR WORK

PIZZO & ASSOCIATES, LTD.

Ecological Restoration & Planning
10729 Pine Road, PO Box 98
Leland, IL 60531

PH: 815.495.2300 / FX: 815.498.4406

Project Number:	118134-P-FDK
Project Ecologist:	Seth Crackel
Mobile Phone:	815-826-0506
e-mail Address:	sethc@pizzo.info

PROJECT:

Project Name:	Hoover Forest Preserve - Clearing Options
Project Address:	11285 W Fox Rd Yorkville, IL
Project Contact:	Dave Guritz Kendall County Forest Preserve District Director

Proposal Based On:

Wage Rate:	Standard
Taxes Included:	No

Project Estimate:

Hoover Forest Preserve - Woody Clearing Full & Half Day Options

WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	Kendall County Forest Preserve District "Hoover Preserve" - 2018/2019 Winter Woody Clearing Full-Day Option (Includes; 4 crew members for an eight (8) hour day working onsite, where three (3) people will be cutting and one (1) person will be applying an appropriate herbicide to the cut stumps. Does not include removal of or burning of the cut material. All cut material will be left onsite where it was cut. Pricing includes all labor and materials necessary to complete the referenced work. Work will be billed lump sum \$1,520.00 per full-crew day worked upon completion.)	Lump Sum	1	\$1,520.00	\$1,520.00
2	Kendall County Forest Preserve District "Hoover Preserve" - 2018/2019 Winter Woody Clearing Half-Day Option (Includes; 4 crew members for a four (4) hour day working onsite, where three (3) people will be cutting and one (1) person will be applying an appropriate herbicide to the cut stumps. Does not include removal of or burning of the cut material. All cut material will be left onsite where it was cut. Pricing includes all labor and materials necessary to complete the referenced work. Work will be billed lump sum \$860.00 per half-crew day worked upon completion.)	Lump Sum	1	\$860.00	\$860.00
TOTAL	BASE BID				\$ 2,380.00

Note: Proposal is based on Standard Wages and does not include provisions for Prevailing, Union, Davis-Bacon, "Living", or any other alternative wage rates for any portion of the above referenced work.

Note: We are not aware of any specific performance criteria or specifications related to the completion of this work. Should they exist, we reserve the right to amend our pricing as necessary in order to meet said criteria.

Note: Removal of deleterious material from soils placed in the planting area is not included.

Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.

Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

AGREEMENT:

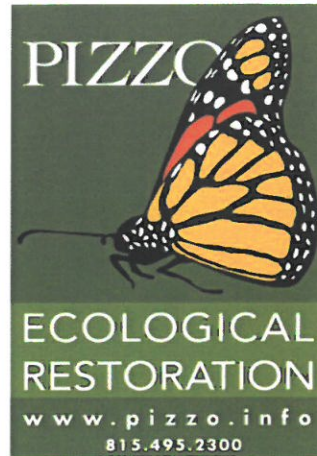
I/we represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

Dave Guritz
Kendall County Forest Preserve District

Date:

Seth Crackel
Pizzo & Associates, Ltd.

Date: 9/27/2018



9/27/2018

PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

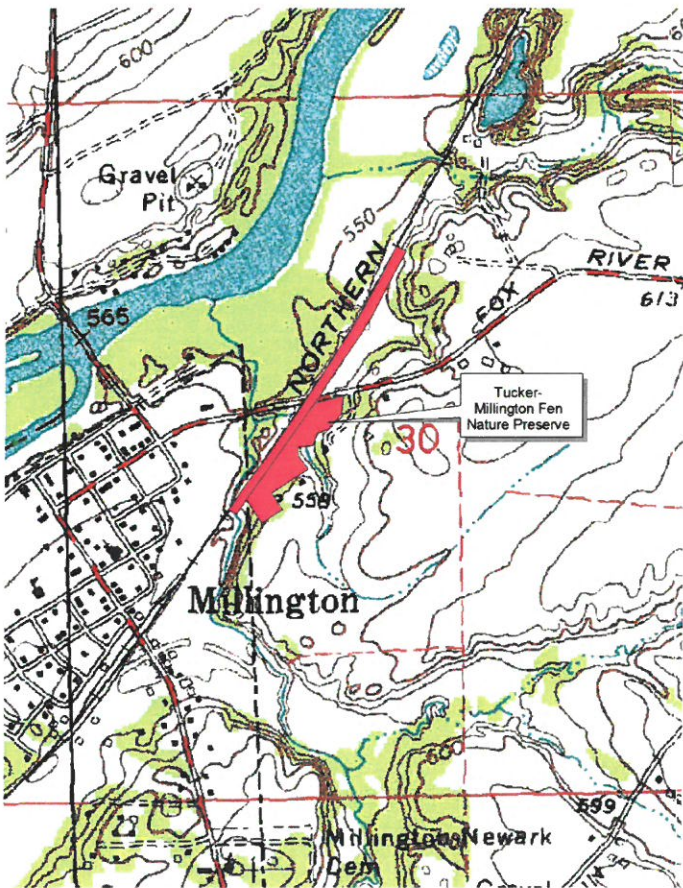
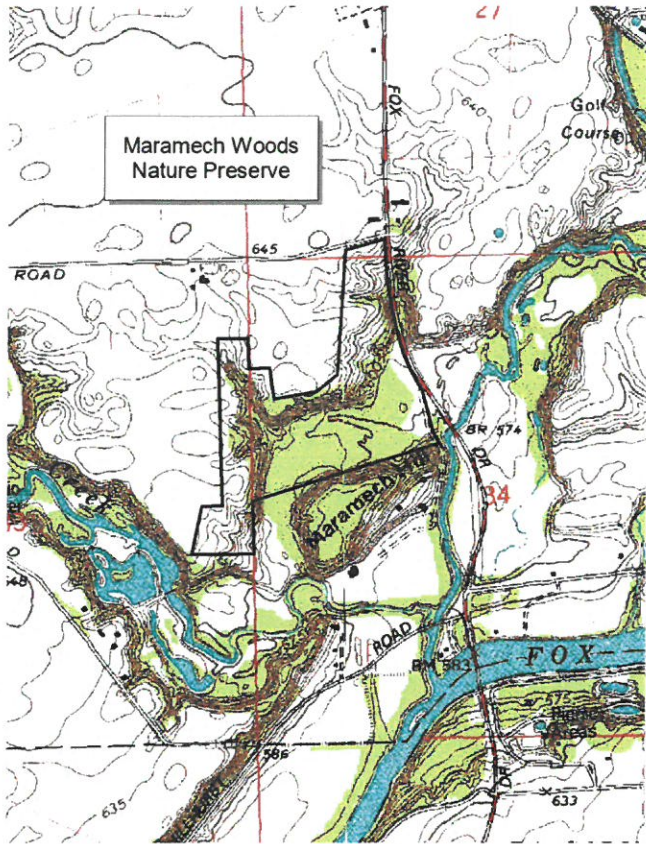
DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

NAAF STEWARDSHIP PROJECT PROPOSAL

Illinois Department of Natural Resources

Division of Natural Heritage

Project Name	Kendall County Nature Preserves Invasives Control											
Project Location: (“County – Site Name”)	Maramech Woods NP Tucker-Millington Fen NP											
Applicant:	Kim Roman				INAI Name:	Maramech Woods & Tucker-Millington Fen						
Is management schedule current?				INAI Significant Feature(s):								
Yes:		Expires:									No:	x
Application Date:												
TOTAL NAAF \$\$ Requested: 15,000				State Site:	Yes:		No:	x	Region:	2		
# Years: 2				Landowner:	Kendall County Forest Preserve District							
Amount of Match (not in-kind) & Source (if any):												
Brief Description of Proposed Project and Expected Benefits (attach additional pages only if necessary)												
<p>Maramech Woods NP has recently started receiving professional management, controlling woody and herbaceous invasives such as bush honeysuckle, garlic mustard, reed canary grass, and dame’s rocket through a small private grant (in 2016). The FPD Kendall County has also begun volunteer work days to follow up on the professional management. The purpose of this proposal is to build on the stewardship that has started, and to foster a continued volunteer program. If funded, the \$15,000 will pay a contractor to mechanically and chemically control invasive woody and herbaceous species in areas that may be too difficult to be handled by new volunteers.</p> <p>*Working on updating management schedules.</p>												
Project Require CERP? (Y/N)			n		CERP Completed?							
Project Approved in Annual Site Plan of Work? (Y/N) (DNR sites only)					n		If No, provide Regional signoffs on a sheet of your own design.					
ATTACH A MAP CLEARLY SHOWING SITE LOCATION, SITE BOUNDARIES, AND ANTICIPATED WORK AREA(S)												
Review by Stewardship Coordinator												
OK:		Comments:						Initial & Date:				



Nelson Land Management LLC
 18745 Engel Street
 Athens, IL 62613
 (217) 341-4516
 jim.nelson@nelsonlandmanagement.com
 http://nelsonlandmanagement.com

Estimate



ADDRESS

Kendall County Forest Preserve
 District
 Dave Guritz
 Kendall Co Forest Preserve District

ESTIMATE #	DATE
1023	09/06/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/06/2018	Prescribed Burning Provide turn-key controlled burn on eastern 1/3 of Maramech with overnight two-man watches	1	5,400.00	5,400.00
09/06/2018	Prescribed Burning Provide prescribed burn assistance providing UTV with pump, four workers, and PPE. Per-day cost:	1	2,500.00	2,500.00
09/06/2018	Restoration Provide 4 workers for invasive control, flush cuts, and herbicide application. Per 1/2 day cost	1	1,260.00	1,260.00
09/06/2018	Restoration Provide 4 workers for invasive control, flush cuts, and herbicide application. Lodging provided by Kendall County FPD. Per 1/2 day cost	1	1,040.00	1,040.00
09/06/2018	Restoration Provide 4 workers for invasive control, flush cuts, and herbicide application. Per day rate:	1	2,300.00	2,300.00
09/06/2018	Restoration Provide 4 workers for invasive control, flush cuts, and herbicide application. Lodging provided by Kendall County FPD. Per day rate:	1	2,080.00	2,080.00
TOTAL				\$14,580.00



September 25, 2018

Dave Guritz
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Dear Dave:

Thank you for your phone call this morning. Following please find our rates for a four-man crew performing hand cutting of brush left in place and treated with herbicide:

Full Day (8 hours)	\$2,200
Half Day (4 hours)	\$1,200

If you have any questions, feel free to contact me at 630-809-4344 or Dan at 630-802-5920.

Best,

Melissa Huizinga
President

NRM

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

Date: 23 September 2018 Proposal #: 18-41

Client: Kendall County Forest Preserve District

110 W Madison Street

Yorkville, IL 60560

Project: Brush Clearing at Hoover FP

DESCRIPTION	TOTAL
Natural Resource Management, Inc. (NRM) staff will have three people clearing brush and one person applying herbicide during the winter of 2018/19.	
Full Day clearing for 4 person crew	\$3000.00
Half Day clearing for 4 person crew	\$1900.0
Please call me at 708/935-2100 with questions regarding this proposal.	
TOTAL Base Bid	Choose from above

Net 30 days

If the scope of services and cost proposed by NRM is acceptable, please, sign and return

Natural Resource Management, Inc.
Doug Short, President

Doug Short, President

September 4, 2018

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

Proposal for Services: Winter Clearing at Hoover Forest Preserve

Scope:

This proposal includes materials, equipment, and labor necessary to provide winter tree and brush removal and herbicide application at Hoover Forest Preserve in Yorkville, Illinois.

Item	Qty	Unit	Unit Cost	Total Cost
Cutting and Herbicide Application Crew Rates				
Crew of Four (1/2 day)	1	Each	\$1,000.00	\$1,000.00
Crew of Four (1 day)	1	Each	\$1,800.00	\$1,800.00
Additional Crew	1	Hour	\$50.00	\$50.00

Herbicide Costs				
Garlon 4 Ultra (Triclopyr 60.45% Formulation)	1	Ounce	\$2.00	\$2.00
Garlon 3A (Triclopyr 44.4% Formulation)	1	Ounce	\$0.82	\$0.82
Ranger Pro (Glyphosate 41% Formulation)	1	Ounce	\$0.26	\$0.26
Aqua Neat (Aquatic Approved Glyphosate 53.8% Formulation)	1	Ounce	\$0.28	\$0.28

Terms and Conditions

Cutting and Herbicide Application Crew Rates include equipment and labor necessary to cut woody material and apply herbicide to cut stumps.

½ day includes a crew of four working onsite for four hours. 1 day includes a crew of 4 working onsite for eight hours.

Travel time is included in ½ day and full day rates.

Herbicide will be billed per ounce of actual herbicide concentrate used.

This proposal does NOT include costs for woody debris disposal.

This proposal does NOT include prevailing wage rates.

The Contractor is committed to delivering quality services to all buyers, and encourages them to immediately report any deviation from the requirements as agreed upon in this contract.

All work will be performed by uniformed, trained, and properly supervised personnel in accordance with industry standard horticultural practices.

Service Pledge

All of the work described in this contract will be performed in a professional manner for the duration of this contract. All work is supervised by a crew leader and is over seen by the owner of SEMPER FI LAND SERVICE to insure that we are consistent in bringing you the customer the 100% quality service that SEMPER FI LAND SERVICE provides its customers. We have built a solid reputation on our dependable, quality service, and are very proud of what we do for our customers. We will always monitor your property and bring any problems or possible problems to your attention as soon as we spot them.

If accepted, please sign below and return one copy to our office.
Upon receipt, we will schedule this project.



Shawn Sinn
Vice President of Land Services
Semper Fi Land Services, Inc.

09/04/18

date

Accepted by:

Kendall County Forest Preserve District

date

To: Kendall County Forest Preserve District Finance Committee
From: David Guritz, Director
RE: Baker Woods 3-Year Farm License Agreement Cover Report
Date: September 27, 2018

The District received two bids for the farming of 106.7-acres at Baker Woods Forest Preserve.

The high base-rent bidder was Kyle Connell with a bid of \$207 per acre for a total base-rent annual payment of \$22,086.90

Dan and Don Roberts bid was \$202 per acre.

Access to the field northeast of Aux Sable Creek is possible through the Route 52 rest area without significant impact. Kyle Connell is farming the adjacent field which borders the field northeast of Aux Sable Creek.

Dan and Don Roberts have requested an opportunity to discuss the matter with the Board of Commissioners. I will notify them of plans to discuss the bid results at the October Committee of the Whole meeting.

Recommendation:

Following discussion, consider a motion to forward a 3-year farm license agreement to the Committee of the Whole for review.

7-Sep-18

Bid Opening: 12:15 pm

Farm Operator Name	Farm Operator Address	City	State	Zip	Phone	Cell	Email	Statement of Professional Experience?	Base Bid Amount per acre
Kyle Connell	7485 Nettie Creek Rd. Morris 60450	Morris	IL	60450	815-719-0727	815-719-0727	KConnell-farmsllc@yahoo.com	YES certification ✓	\$207
Don Roberts	560 Widley Rd. Minooka IL 60447	Minooka	IL	60447	815-739-1307	815-791-1411	roberts-farms2@yahoo.com	YES certification ✓	\$202

David Guritz 9/7/18

David Guritz 9-7-18

Director

Emily Dombrowski

Emily Dombrowski 9-7-18

Attest

Baker Woods Forest Preserve – 2019 - 2021
Farm Lease Agreement
Statement of Professional Experience

Farm Operator Name: K CONNELL FARMS LLC

Farm Operator Address:

Address: 7485 NETTLE CREEK RD.

City: MORRIS

State: IL

Zip Code: 60450

Contact Information:

Home Phone: SAME

Cell: (815) 719-0727

E-mail: KCONNELLFARMSLLC@YAHOO.COM.

Statement of Professional Experience

(Please briefly summarize your experience as a Farm Operator including any education or specialized training received).

References

(Provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship
SCOTT LAGER	(815) 651-6135	CHS Agronomist
BRYAN COLE	(217) 249-4656	Bennet Conservation
JEFF NEESCE	(815) 901-8932	CHS General Morris IL.

BASE BID AMOUNT: Two Hundred Seven (WORDS)

All bidders are strongly encouraged to read through the Exhibit 1: Farm Lease Agreement Contract Template. The Farm Lease Contract will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.

I AM FIFTH GENERATION TO FARM IN MY FAMILY. I AM CURRENTLY LOOKING TO EXPAND THE FARM AS MY FAMILY IS GROWING. I WOULD LIKE TO PROVIDE THE SAME OPPORTUNITIES I HAD IN AG FOR MY CHILDREN AS WELL. WE USE THE LATEST TECH ON AND IN OUR EQUIP. THIS HELPS US MAXIMIZE YIELD FOR ALL OF OUR FARMS.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

FARM LEASE AGREEMENT #18-XX-XXX

Baker Woods Forest Preserve

AGREEMENT made this ____ day of _____, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and (*Farm Operator Name*), of (*Permanent Address*), Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: Field A and B: 09-16-200-013
Field C: 09-10-300-002 and 09-09-400-003

Field C Adjacent Property Owner Information, Access Permissions and Certification

(Provide documentation including adjacent property owner name and contact information)

Adjacent Property Owner Name: Tim Smider

Address (City, State, Zip): _____

Contact Phone Number: (815) 378-3188

I certify that I have contacted adjacent property owner(s), and have secured the required access permissions to Field C (*).

Kyle J Connell
Printed Name

KJC
Signature

9/6/18
Date

(*) Bidders unable to demonstrate and certify Field C access permissions will be disqualified. The District reserves the right to reject any bids received.

Baker Woods Forest Preserve – 2019 through 2021

Farm Lease Agreement

Bid Form

Farm Operator Name: K Connell Farms LLC

Base bid amount extended is:

BASE BID AMOUNT: \$ 207 PER ACRE (FIGURES)

Baker Woods Forest Preserve – 2019 - 2021
Farm Lease Agreement
Statement of Professional Experience

Farm Operator Name: Dan & Don Roberts

Farm Operator Address:

Address: 560 Wildy Road

City: Minooka

State: Illinois

Zip Code: 60447

Contact Information:

Home Phone: (815) 739-1307 or (815) 739-1388

Cell: (815) 791-1411

E-mail: robertsfarms1@yahoo.com

Statement of Professional Experience

(Please briefly summarize your experience as a Farm Operator including any education or specialized training received).

My brother and I have been farming for a combined 95 years. Our sons, Ryan (48) and Logan (32) are both actively involved in the management and day-to-day operations of the farm. We both attended JJC and received Associates Degrees in Agriculture. Every year we attend many hours of training and educational meetings for the latest farming technologies and practices. We currently farm Field C and have since 1977 and the Olin Property, which we use to access the field. Being residents of Seward Township in Kendall County, we are very familiar with the soil types and ground conditions. We use Strip-Till (Strip-Till involves deep placement of fertilizer instead of on the surface) and no-till techniques, which are important to prevent fertilizer runoff and soil erosion. This is especially important with these farms in close proximity to the Aux Sable Creek and the Aux Sable Creek Watershed. We appreciate the opportunity to continue our working relationship.

References

(Provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship
Mark Hansen	(815) 791-6344	Property Owner
Dave McMurtry	(815) 685-7012	Property Owner
Eric Wilkinson	(815) 552-3777	Farm Manager

Field C Adjacent Property Owner Information, Access Permissions and Certification (Currently Have Access)

(Provide documentation including adjacent property owner name and contact information)

Adjacent Property Owner Name: Olin Farm Access
Eric Wilkinson - Representative of Olin Farmily
Address (City, State, Zip): 200 E. Court, Suite 600
Kankakee, IL 60901
Contact Phone Number: (217) 552-3777

I certify that I have contacted adjacent property owner(s), and have secured the required access permissions to Field C (*).

Don Roberts

Printed Name



Signature

08/31/2018

Date

(*) Bidders unable to demonstrate and certify Field C access permissions will be disqualified. The District reserves the right to reject any bids received.

**Baker Woods Forest Preserve – 2019 through 2021
Farm Lease Agreement
Bid Form**

Farm Operator Name: Don & Dan Roberts

Base bid amount extended is:

BASE BID AMOUNT: \$ \$202.00 PER ACRE **(FIGURES)**

BASE BID AMOUNT: Two Hundred Two Dollars per Acre **(WORDS)**

All bidders are strongly encouraged to read through the Exhibit 1: Farm Lease Agreement Contract Template. The Farm Lease Contract will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

FARM LEASE AGREEMENT #18-XX-XXX

Baker Woods Forest Preserve

AGREEMENT made this ____ day of ____, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and (Farm Operator Name), of (Permanent Address), Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: Field A and B: 09-16-200-013
 Field C: 09-10-300-002 and 09-09-400-003

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 106.7 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm lease in exchange for the following goods, services, and considerations, submitted as a use fee for a term of three (3) years, beginning on January 1, 2019, and ending on December 31, 2021 subject to the conditions and limitations hereinafter mentioned.

Lessee shall pay Lessor a **Base Rate** of \$_____ per tillable acre for each of the three years of the lease agreement. The Base Rate shall be payable no later than May 30 within each of the three lease years, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Flexible Rate** equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each Lease year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. The "Baker Woods Forest Preserve – 2019 through 2021 Farm Lease Agreement Call for Proposals" information packet and base rent bid sheet submitted by the Lessee is incorporated into and made part of this agreement as Exhibit B.
3. This Agreement grants only a contractual lease to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Lessee and no such rights shall vest in any of Lessee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Lessee any legal or equitable interest in the Subject Property.
4. Lessor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Lessee to pay such taxes as are incurred during the term of this lease. In the event the Subject Property becomes taxable at any time during the term of this Lease, Lessee shall be required to pay those taxes that are incurred during the term of this Lease. At the termination of this Agreement, Lessee shall pay tax incurred during the term of this lease, though not yet due and owing. Where taxes have yet to be determined, Lessee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
5. The Lessor agrees that the Lessee may, without further license on the part of the Lessor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Lessee is responsible for maintaining the soil according to the methods adopted in Lessee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Lessor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
6. The Lessee has inspected the Subject Property prior to signing this Agreement and accepts the condition of this "as is."
7. The Lessee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
8. Lessee shall keep and provide to the Lessor the following records:
 - A. Soil Samples – The Lessee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Lessor. Soil test results shall be due to the Lessor by July 1. The Lessee shall apply the minimum amount of fertilizer required to maintain the soil fertility based on the following:
 - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.

- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

9. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Lessee's expense for product and application. No carry over credit will be allowed from previous year's application.

10. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.

11. The Lessee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Lessor. Lessee shall provide grain sheets to Lessor.

- A. _____
- B. _____
- C. _____

12. It is agreed that the tillable land on this farm should be devoted to row crops. The Lessor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Lessee at the inception of this Lease with a seed mix approved by Lessor. Lessor shall provide map to Lessee showing buffer areas to be planted.

13. Pesticide Use

- A. Lessee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Lessee shall supply Lessor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Lessee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Lessor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Lessee shall provide Lessor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee shall provide Licenser with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- E. Lessee is responsible, at the Lessee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Lessor.

14. Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

15. The Lessee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

16. Upon termination of this Agreement, Lessor may request the Lessee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing. Financial arrangement shall be mutually agreed upon by Lessor and Lessee should these services be requested.

17. Lessor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Lessee, as provided in this Lease.

18. The Lessee agrees that this Lease is purely a personal lease to use the Subject Property for farming purposes. The Lessor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Lessee. In the event of any termination, Lessor shall pay the Lessee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Lessee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, and fertilizer and pesticide costs, as provided in this section, Lessee hereby waives its rights to request or seek any other amount from Lessor in the event the License granted herein is terminated.

19. Insurance & Liability

- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Proof of such coverage must be on file with the Lessor on or before March 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessee to be adequate. Lessee shall provide a copy of all insurance policies to Lessor upon request of Lessor.
- C. Lessee shall hold harmless, indemnify, and defend the Lessor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Lessee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Lessee. The provisions of this section shall be in addition to, and shall

not be limited by, the amounts of any insurance provided by Lessee pursuant to this Agreement.

20. This Lease is not assignable or transferable to any person, company, or corporation, in whole or in part.

21. It is mutually agreed that the Lessee is an independent contractor, not subject to the control of the Lessor and is not an employee of the Lessor.

22. Lessee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Lessee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Lessor may, at Lessor's option, terminate this Agreement or direct Lessee to remove any such lien from the subject property. Lessee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Lessee, and shall be reimbursed by Lessee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

23. Lessee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

24. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

26. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

27. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Lessor:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Lessee:

By: _____
Farm Operator

Date: _____

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.



Service Experts®
HEATING &
AIR CONDITIONING

COMMERCIAL *Planned* Service AGREEMENT

1730 B Wallace Avenue
St. Charles, IL 60174

630.377.1967
ServiceExperts.com

Business Ellis House - Kendall County Forest Preserve District

Contact Name Marshall Vick

Street Address 13986 McKanna Rd

City Minooka ST/PROV IL Zip 60447

Email MVick@co.kendall.il.us Contact Phone (630) 774-0692

Service Address (if different) _____

Plan Benefits

- ✓ No overtime charges
- ✓ Energy savings
- ✓ Extended system life
- ✓ Cleaner air
- ✓ Greater comfort
- ✓ Fewer repairs
- ✓ 10% repair discount
- ✓ Priority service
- ✓ 24/7 emergency service
- ✓ Automatic renewal
- ✓ No overtime charges

Cooling Procedures*

- ✓ Check thermostat
- ✓ Clean condensing coil
- ✓ Replace filters
- ✓ Clean drains
- ✓ Check blower and rotation
- ✓ Parts lubrication
- ✓ Check electrical connection
- ✓ Check operating pressure
- ✓ Check refrigerant charge
- ✓ Annual belt change (1)
- ✓ Monitor cooling cycle

Heating Procedures*

- ✓ Clean burner section
- ✓ Replace filters
- ✓ Clean blower components
- ✓ Adjust gas pressure
- ✓ Check and adjust pilot
- ✓ Parts lubrication
- ✓ Monitor flue draft
- ✓ Electrical connection check
- ✓ Test safety controls
- ✓ Monitor voltage and amps
- ✓ Adjust air flow
- ✓ Check heat anticipator
- ✓ Check thermostat(s)
- ✓ Monitor heating cycle

*where applicable

Covered Equipment	Model/Product	Desc./Location
1 HE boiler		Basement (\$168/yr)
1 Trane AHU & A/C		Basement (\$168/yr)
2 Carrier furnace & A/C system		Outside storage (\$336/yr)
1 - 2nd floor furnace & A/C		Attic (Normally \$168/yr,\$0 for 1 yr)
1 office A/C		Attic (Normally \$168/yr,\$0 for 1 yr)

Comments _____

Please refer to left margin for plan benefits and procedures.

Plan Information Start Date 09-20-18 to 09-19-19 ☐ Perpetual

Number of Cooling Inspections 1 Number of Heating Inspections 1

Filter Change Interval ☐ Annual ☒ Semi-annual ☐ Quarterly ☐ Monthly ☐ Other _____

Payment Information Interval ☒ Annual ☐ Semi-annual ☐ Quarterly ☐ Monthly

Method ☐ ePay ☐ CASH ☐ VISA ☐ MC ☐ AMEX ☐ DISC ☐ CHECK# _____

Acct#

Auth Code Exp. Date

Total Annual Investment \$ 672.00

Customer Signature _____

Date _____

Print Name

Jim Raethz

Digitally signed by Jim Raethz
Date: 2018.09.19 09:27:45 -05'00'

09/19/2018

Consultant Signature _____

Date _____



WE SERVICE ALL MAKES AND MODELS, 24/7

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COMMERCIAL PLANNED SERVICE AGREEMENT TERMS

INITIAL PREVENTATIVE MAINTENANCE SERVICE – During the first 90 days of this Agreement, SE LLC will inform The Customer in writing of the equipment condition and the recommended repairs. These recommendations will be delivered upon completion of the initial preventative maintenance service, when a thorough analysis of the equipment is complete. Once SE LLC has notified The Customer, SE LLC will not be responsible for the nonperformance, repair or replacement of the equipment under this agreement until the equipment is restored to a condition acceptable to SE LLC. Recommended repairs or replacements can be completed on a billable basis.

EXCLUSIONS

1. Coverage for damage caused by power supply problems, phase loss, low voltage surges, etc.
2. SE LLC shall not be required to perform any test or modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor, or regulatory authority, or pay any future taxes imposed by any governmental agency.
3. SE LLC shall not be held liable for losses or damages due to delay in furnishing labor or material caused by strikes, labor problems affecting our employees, or delays in shipments. SE LLC shall not be responsible for any equipment not installed by SE LLC for system design or its operation in maintaining design conditions.
4. Cranes, lifts, booms, and related permits and fees.
5. Any indoor air quality issues arising from the HVAC units, building or ductwork design or on-going building design conditions is not covered by SE LLC. This includes the detection, identifications, abatement or removal of mold spores, mold, mildew or micro toxins.
6. Any repairs not covered under inclusions will be accompanied by a written quote.

COVERAGE – Planned Service Agreement automatically renews annually and includes all labor costs required to perform the preventive maintenance on the attached equipment list. Additional locations can be added via e-mail, fax or letter at any time with written approval from SE LLC.

INDEMNIFICATION – SE LLC shall not be liable for injuries to persons or damage to property except those directly due solely to the negligent acts or omissions of SE LLC employees and in no event shall SE LLC be liable for consequential damages. In the event a claim is asserted against SE LLC by a person not a party to this Agreement seeking damages allegedly attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property, The Customer, to the extent permitted by law, shall indemnify and hold harmless SE LLC and its agents and Employees from and against such claim. The only exception to this obligation to indemnify is if the claim arises solely from negligent actions of SE LLC or its employees. Indemnity extends specifically, without exception, to claims alleging bodily injury, sickness, disease or death, or to injury to or destruction of tangible property attributable to asbestos, PCB or mold.

TERMINATION – This Agreement may be terminated by either party with a 30-day written notice. SE LLC reserves the right to refuse service in the event of a past-due balance.

PAYMENT TERMS - 2/10 Net 30. Invoices over 30 days past due will be subject to a 1.5% finance charge, 18% per annum. The Customer shall be responsible for any and all attorneys' fees and expenses incurred by SE LLC in furtherance of collection of same.

ENTIRE AGREEMENT - When executed by the parties and approved by SE LLC authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in The Customer purchase order or otherwise), shall be binding upon SE LLC unless expressly agreed to in writing by SE LLC authorized representative. This contract supersedes all previous contracts.

PAYMENT FOR SUPPLEMENTAL SERVICES – Additional services, beyond the scope of this Agreement, will be furnished upon request and proper authorization. All additional services not covered under this Agreement will be invoiced by SE LLC and payable by The Customer (i.e. duct work, building automation adds, etc.).

ADDITIONAL COSTS

1. If the coils need to be split or removed to be cleaned, an additional charge will apply.
2. If the unit is more than 200 feet from water access or water pressure is not sufficient to properly clean coils.
3. If The Customer requires any additional work verification forms or reports.
4. Inspection amounts are rounded up to the nearest dollar.
5. If Agreement is canceled within the 1st year and a coil cleaning has been completed as part of the PM (each inspection has a prorated amount in it), an amount equal to the uncompleted PM's will be charged for the coil cleaning part of the PM.
6. Plus sales tax if applicable.