

CONTRACTOR AGREEMENT

DuPage County (the "Contractor") and The Morton Arboretum, a trust duly created and validly existing under the laws of the State of Illinois (the "Customer") have executed this Contractor Agreement (the "Agreement") as of the _____.

1. SCOPE OF WORK. The Contractor shall furnish all of the material and perform all the work as set forth on Exhibit A attached hereto (collectively, the "Services"). The Contractor shall perform the Services with the highest professional standards as practiced by members of the professional community and as expeditiously as is consistent with such professional skill and care. The Contractor shall maintain a sufficient staff to perform the Services in the most expeditious and economical manner consistent with the interests of the Customer. The Contractor shall promptly notify the Customer immediately in writing: (i) of any information required from the Customer so the Contractor can complete the Services in a timely manner; and (ii) of any work requested by the Customer that is not included in the scope of work provided in Exhibit A. Time is of the essence under this Agreement.

2. TIME FOR COMPLETION. The Services shall be commenced no later than December 2, 2023 and shall be completed no later than June 30, 2024.

3. PAYMENT TO CONTRACTOR.

- a. The Customer shall pay the Contractor for the Services properly performed under this Agreement. The Services shall be billed as set forth in Exhibit B and in no event shall the total amount due to the Contractor under this Agreement exceed the total contract sum set forth in Exhibit B, without the Customer's prior written approval. The statements will be based upon the Contractor's services completed at the time of billing on the basis of actual work performed. The Customer shall make payments to the Contractor thirty (30) days after receipt of the Contractor's statements properly submitted provided the Contractor is not in default hereunder and otherwise in compliance with its obligations. Statements shall detail "Previous Amount Billed," and "Balance of Contract Outstanding."
- b. In the event of termination by the Customer as hereinafter provided, the Contractor shall be paid for services properly rendered prior to termination.
- c. The Contractor shall secure, at its own cost, any building permit and the Contractor shall secure at its own cost other such permits, inspections, licenses, and approvals as may be required under all applicable building codes, ordinances, laws or regulations for the Work.
- d. No payment to the Contractor, nor any acceptance, occupation, or utilization of the Services or any part thereof by the Customer shall relieve the Contractor of liability for defective materials, or for failure complete the Services as required herein.

4. COMPLIANCE WITH LAWS AND TAXES. The Contractor shall comply fully with all applicable federal, state and local laws, codes and regulations applicable to the Services. The Contractor shall pay employment and payroll taxes and contributions now or hereafter with respect to all persons employed by the Contractor.

5. LABOR AND MATERIALS. The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance in completion of the Services (including paying for any services or work subcontracted out by Contractor to subcontractors). Any material delivered in connection with the Services shall become the property of the Customer and shall not be removed without the consent of the Customer. To the extent not the property of Owner pursuant to the foregoing, the Contractor shall remove all debris, equipment and materials from the location where the Services are being provided and leave such area in a clean condition.

6. COMPLIANCE WITH THE CUSTOMER'S RULES AND REGULATIONS. The Contractor and all of its agents, employees or others acting by, through or under the Contractor at the property of the Customer shall be subject to the same rules and regulations and standards required of the Customer's employees and otherwise subject to rules and regulations imposed by the Customer from time to time on third party vendors and contractors. Attached hereto as Exhibit C are Customer's current rules and regulation, which rules and regulations may be updated from time to time by Customer upon written notice to Contractor. To the extent the Contractor or agents, employees or others acting by, through or under the Contractor does not comply with the foregoing, the Customer reserves the right to remove such party from the Customer's property without liability to the Contractor.

7. REPRESENTATIONS OF THE CONTRACTOR. The Contractor represents and warrants that all materials used in connection with the Services shall be new or repaired as indicated and all workmanship and materials used in the Services shall be of good quality, free from faults and defects and in conformity with the requirements herein.

8. INDEMNIFICATION AND INSURANCE.

- a. The Contractor hereby agrees to indemnify and hold the Customer, its trustees, officers, agents, employees, and any other parties designated by the Customer (the Customer, its trustees, officers, agents, employees any other parties designated by the Customer hereinafter collectively called the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnities may incur arising out of, or occurring in connection with, the acts or omissions by the Contractor of its duties and obligations under or pursuant to this Agreement.
- b. The Contractor shall procure, at no expense to the Customer, the insurance coverages set forth in Exhibit D attached hereto and made a part hereof.

9. TERMINATION. The Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to the Contractor. In the event this Agreement is terminated pursuant to this paragraph, the Contractor shall be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Customer. The Customer shall have no liability to Contractor beyond the date of termination.

10. LIENS. Upon the Customer's request, the Contractor and all of its subcontractors (as well as any suppliers which have the right to file a lien against Customer's property) shall submit mechanics' lien waivers in form acceptable to the Customer with each statement for services rendered.

11. DOCUMENTS. All documents, drawings and surveys (including those in electronic form) prepared by the Contractor pursuant to this Agreement are the property of the Customer. It is expressly understood and agreed that the Customer shall have the right to utilize such documents, drawings and surveys in the event the Customer expands the scope of Services, corrects any deficiencies, or makes any repairs or renovations to the work completed by the Contractor.

12. CHANGES IN SCOPE OF WORK. The Customer may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions, but no such work shall be performed unless and until such change is in writing and signed by the Customer and agreed to in writing by the Contractor.

13. NOTICES. All notices, requests, reports and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand or nationally recognized overnight courier service or commercial messenger service or sent by registered or certified mail, return receipt requested), addressed as follows:

a. If to the Customer:

THE MORTON ARBORETUM
4100 IL Route 53
Lisle, Illinois 60532-1293
Attention: Lydia Scott
lscott@mortonarb.org

b. If to the Contractor:

DuPage County Division of Transportation
421 N County Farm Rd, Rm 2-300
Wheaton, IL 60187

Attention: Sidney Kenyon

Contact information:

Office phone: 630-407-6897

Mobile phone: 630-386-7219

Email: sidney.kenyon@dupagecounty.gov

Any notice, request, demand or other communication hereunder shall be deemed to have been given on: (x) the day on which it is delivered by receipted hand or such commercial messenger service or nationally recognized overnight courier service to such party at its address specified above, or (y) on the third business day after the day deposited in the mail, postage prepaid, if sent by mail. Any party hereto may change the person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

14. ATTORNEYS' FEES. In any action at law or in equity to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

15. SUCCESSORS AND ASSIGNS. The Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Customer, which consent may be withheld in the Customer's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

17. ENTIRE AGREEMENT; CONFLICT. This Agreement represents the entire agreement between the Contractor and the Customer and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Customer and the Contractor. In the event of a conflict between this Agreement and a proposal from Contractor, this Agreement shall control.

18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

19. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted

in accordance with, the internal laws of the state of Illinois.

20. WAIVER OF TRIAL BY JURY. The customer and the contractor mutually hereby Knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any claim based hereon, arising out of, under or in connection with this agreement.

21. LIABILITY OF BOARD OF TRUSTEES. The Contractor agrees that no member of the Board of Trustees and no officer, agent or employee of the Customer shall be personally or individually liable on any representation, warranty, covenant, undertaking or agreement herein contained or in any instrument, notice, attestation, certificate or other document issued hereunder or in connection herewith, any such liability being hereby waived and released.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year as above written.

THE CUSTOMER:

THE MORTON ARBORETUM

By: _____

Print Name: _____

Title: _____

THE CONTRACTOR:

By: _____

Print Name: Deborah A. Conroy

Title: Chair, DuPage County Board

Exhibit A

Scope of Work Includes the Request for Proposal, Proposal, and Summary Table.

Illinois Prairie Path Enhancement Project
DuPage County

**2023 Oak Ecosystem Conservation
Community Projects
Application**

General Instructions

- This RFP is meant to be a simple straightforward RFP.
- Responses to questions should be concise and to the point. Lengthy narrative is not necessary.
- Grant contact: Lydia Scott at lscott@mortonarb.org or 630-719-2425.
- Please do use an 11 or 12 pt. font.
- Please complete each page of this application.
- Submit your application electronically. No hard copies will be accepted unless you contact Lydia Scott at lscott@mortonarb.org or 630-719-2425 to make specific arrangements.
- **Applications are due August 15, 2023, - no later than 5:00 p.m.**

Applicant Background Information

Organization Name	DuPage County		
Applicant Contact Information			
Name	Sidney Kenyon	Title	Sr. Transportation Planner
Mailing Address	421 N County Farm Rd, Rm 2-300, Wheaton IL 60187		
Email	sidney.kenyon@dupageco.org	Phone Number	630-407-6897
Project Supervisor (if different)		Title	
Email		Phone Number	
Additional information (as needed):			

Project Description (max. 300 words)

A concise straightforward project is described and is in alignment with the RFP goals.

Please see attachment

Exhibit A

Project Description

The Illinois Prairie Path Enhancement Project consists of a two-stage invasive species eradication and replanting project along the IPP in the West Chicago area. In partnership with the Illinois Prairie Path Not-for-Profit (aka IPPc), the County will address a targeted area to remove entrenched invasive understory growth that has impeded seeding and growth of native oak species and oak habitat. The County would lead the first stage, which would be an invasive species removal effort taking place in the Fall/Winter of 2023. The second stage, led by IPPc members, would be a replanting effort in Spring 2024 focused on native oak trees. County would collaborate with partners to produce educational content to promote via social media platforms. County would amplify educational messages from established institutions such as Morton Arboretum and the Forest Preserve District of DuPage County to share information about removing buckthorn and bolstering oak ecosystems.

DuPage County will hire an expert team of ecosystem restoration technicians to implement Stage 1. Technicians are expected to remove the primary targets of buckthorn and honeysuckle from the east and west sides of the Prairie Path during the first stage. Invasive targets other than the primaries will also be eradicated. Within 24-48 hours following the completion of the removal effort, technicians will paint the cut stumps with an herbicide such as Triclopyr 4 or similar to reduce resprouts.

Stage 2 will involve the volunteer activities, led by IPPc. IPPc volunteers will plant oak trees in an ecologically sound manner to replace the removed invasive species. Siting for new trees will take into consideration distance from mature trees, power lines, and growing conditions. Trees will be selected from the following list: Bur oak, Red oak, and White oak. Following the planting event, technicians will continue to assist DuPage County annually with maintenance of the plantings at the planting event location.

Work Plan and Timeline (Max. 1,000 words)

Please provide a concise summary of how the work will take place. You may group activities by month or by quarter, as appropriate. You are welcome to create a numbered or bulleted list, or use the one below as a template. Include the following, as applicable.

- Implementation – which steps are needed to successfully complete the project
 - Who from your organization, or contracted, will be involved
 - What needs to be accomplished
 - When and how this work will take place
- Finalizing the project & beyond
 - Final report / invoicing
 - Who, what, when, and how the project will be maintained in the future

Please see attachment

Exhibit A

Work Plan and Timeline

Implementation Key Needs:

- Landowner: DuPage County, through its Division of Transportation
 - Partners: Stormwater Management, Facilities Management, Illinois Prairie Path Not-for-Profit
- Project location: Illinois Prairie Path Elgin Branch, west of Diversey Parkway and Wiant Rd
 - Target area: 2 acres
 - Length of path in area: about 720 feet
- Proposed tree species:
 - White oak
 - Bur oak
 - Red oak
- Tree specs:
 - Container grown, preferably 10-15 gallon tree bags
 - Tree diameter approximately 1 inch caliper or less
- Invoicing and billing responsibility: DuPage County
 - Sidney Kenyon, Senior Transportation Planner: primary contact

Timeline:

Fall 2023

- Hire environmental technicians
 - Final site assessment
 - Submit scope of work
 - Identify key considerations of the project—both stages 1 and 2
- Schedule removal event
 - Target removal date: before March 1, 2024
- Conduct removal
 - Cut existing woody vegetation down to stump
 - Apply herbicide to stumps
 - Restoration with native woodland seed where needed

Winter 2023-24

- Coordinate with Prairie Path Not-for-Profit
 - Publicize volunteer opportunity
 - Gather volunteers for the Spring planting event
- Publicize efforts
 - Schedule pictures, press releases, and/or social media blasts coinciding with Spring planting event
 - Determine means of publicizing to general public
- Schedule Spring event
 - Target planting date: after April 1, 2024, by May 31st, 2024
- Order trees

Spring 2024

- Coordinate delivery of supplies and trees to site
- Conduct Spring planting event
- Publicize planting completion
 - Process and post film onto agency websites
 - Publicize among County partners
- Spot treat woody resprouts by June 2024
- Close out project by June 30, 2024

Completion

Future Management 2024-26

- Maintenance: DuPage County
 - County will continue to contract with ENCAP to water and monitor trees through duration of tree establishment period

EXHIBIT A

Project Goals (max. 750 words)

Explain how your proposal will benefit the following:

1. Improve the health of oak ecosystems, e.g. reduce invasive species, expanded native species, etc.
2. Educate the public as to the impacts and management of invasive species.
3. Engages the public in a volunteer and/or training opportunity.
4. Describe your organization's commitment to the project.

Please see attachment

Exhibit A

Project Goals

The Illinois Prairie Path Enhancement Project presents an opportunity to improve the health of oak ecosystems on the DuPage County regional trail network. Mature White and Red oaks are established in the proposed project area. Removal of monocultured invasive species such as buckthorn and honeysuckle would reduce competition for oak seedlings, thereby allowing the oak ecosystem to expand and thrive. It is widely known among ecologists that invasive species like buckthorn exert a chemical impact on soils that can discourage other species from growing and maturing nearby. Invasive species that develop into a monoculture can also choke out native species. Removal of buckthorn would represent an improvement to soils, the ecosystem, the viability of oak and other tree species, and improve the general ecology of the ecosystem.

The replanting effort the following Spring will leverage a longstanding relationship with a well-established group of passionate volunteers. In fact, without the founders of the Illinois Prairie Path Not-for-Profit there would be no Prairie Path, as they coordinated the construction and maintenance of the original rail-trail when it was established in the 1960s. Since then, DuPage County has taken on an expanded role as a maintainer and landowner, but IPPc's volunteers continue to find ways to involve their extensive network in the beautification and enhancement of the Prairie Path. IPPc's volunteers are eager to participate in events that benefit the trail ecosystem, including plantings and/or invasive species removals. The planting effort will be another partnership in a long history of collaboration between the County and IPPc to improve the trail user experience.

This opportunity for invasive species removal and tree planting represents the beginning of a new direction for DuPage County's Division of Transportation (DuDOT). Currently, DuDOT is in the process of developing a new plan for maintenance, operation, and enhancement of the DuDOT-operated regional trail network. The DuPage Trails Plan will recommend that DOT staff take on a leadership role in stewarding the development and management of the trail ecosystem through an adaptive management approach. DuDOT is committed to not only the eradication of invasive species but also partnering with other organizations to replace removed invasives with native species. In addition, DuDOT is further committed to developing departmental expertise while leveraging established experts to ensure that invasive species removal is carried out effectively. DuPage County employees who are certified arborists will be involved in key decisions that will positively affect the outcome of removals and plantings. Staff will collaborate with the proper experts to ensure guidelines are followed and planted trees will thrive.

Partnering with IPPc will support the distribution of traditional media, social media, and other materials that celebrate proposed invasive species removal and replanting efforts. Countywide, residents and visitors are generally concerned about the health of native ecosystems and have inquired with the County and IPPc board members about ways they can either learn more or participate in invasive species removal efforts. By leveraging the County and IPPc together, we can produce content that would indicate the importance of invasive species removal and the positive impact that it would have on the trail network. Further, distribution of that content to a wide audience could generate additional interest in volunteerism and trail advocacy to continue to support the health of the DuPage County trail network into the foreseeable future.

Budget Worksheet

Please see attachment

Item	Unit Cost	Total Cost
Personnel / Staff Labor Costs		
Fringe Benefits		
<i>Sub Total</i>		
Contracted services		
<i>Sub Total</i>		
Materials (Include any trees, shrubs, soil, mulch, etc. List items by unit cost.)		
<i>Sub Total</i>		
Other (Please identify/explain the expense.)		
<i>Sub Total</i>		
Grand Total		

EXHIBIT A

Attachment: Proposed Budget

Estimated Budget	
Contracted Services (establishment)	\$7,970
Materials	
Trees	\$1,000
Mulch	\$100
Gatorbags	\$150
Total Materials	\$1,250
Total Materials plus Contracted Services	\$9,220

TOTAL PROJECT COST for grant requirements (quantities set to 2 acre site with 10 trees)

Task	Cost	Unit	Quantity	Total
Installation	\$7,950	Year	1	\$7,950
Establishment through June, 2024	\$1,270	Year	1	\$1,270
TOTAL GRANT				\$9,220

Budget Narrative (Do not exceed one page)

Simply explain and justify the items in your budget.

Please see attachment

Exhibit A

Budget Narrative

The proposed project scope involves contracted services through the County's on-call environmental contractor. The scope of work assumes that the contractor would perform invasive species removal for an area of 2 acres. Unit costs for clearing are scaled to a per-acre cost. Included in the costs are mulch and bags for the trees. Scope of work includes replanting of 10 trees in the 2-acre plot.

Contracted services make up the majority of the proposed budget, totaling \$7,950. Approximately \$6,700 are spent on selective clearing, at the cost of \$3,350 per acre. The total materials cost is estimated to be approximately \$1,250. Two yards of mulch would be needed for ten trees, which is expected to cost approximately \$50 per yard. At a cost of \$15 per bag, 10 total bags for trees are estimated to cost \$150. The total cost of the project is estimated to be \$9,200.

Volunteer services will be no cost to the County or its partners. Volunteers would be expected to provide their own hand tools including but not limited to shovels, spades, pruning shears, loppers, and other necessary equipment to successfully plant trees and cover them with mulch and topsoil. Volunteers will also be expected to provide their own personal protective equipment, including but not limited to gloves, glasses, proper footwear, and any other desired protective gear.

Exhibit A

Tree and Shrub Maintenance Agreement

This Tree and Shrub Maintenance Agreement between The Morton Arboretum (Arboretum) and DuPage County (Partner) certifies that the Partner will provide customary and reasonable tree and shrub care and maintenance at least three years post planting.

The Partner is responsible for mulching and watering the trees and shrubs appropriately for three years to enable trees and shrubs become fully established and thrive. Following are the Partner's responsibilities:

1. During the growing season approximately 10-15 gallons of water or 1" of water should be applied once weekly to the root ball of newly planted trees and shrubs unless adequate soil moisture is present.
2. A 3" – 4" layer of organic, wood chip mulch will be maintained in a circular area around the base of the trees or shrubs that is at least 3 feet in diameter, taking care that the mulch does not touch the trunk of the trees or shrubs.
3. All tags, rope, and wire will be removed.
4. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees.
5. If trees are staked, stakes will only be used in windy locations and will be removed after one year.
6. All trees and shrubs will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

I certify that, according to the above, I will comply with these requirements.

TREE PARTNER/RECIPIENT NAME DUPAGE COUNTY

PLEASE PRINT NAME SIDNEY KENYON DATE 8/15/2023

If you would like tree care tips or tree related information please provide your email below:

Attachment: Project Area

Total Area: 2 Acres



Exhibit B

Payment of Fees Schedule

Payment shall be provided as requested by DuPage County, on completion of all grant requirements.

Total contract amount under this agreement may not exceed \$10,000.

Exhibit C

Rules and Regulations

- Smoke and Tobacco Use: Smoke and tobacco use is allowed in specifically designated areas. If not designated, smoking and tobacco use is prohibited on the grounds.
- Alcohol and Drug Free Workplace: The use of alcohol and illegal drugs is expressly forbidden on Arboretum property.
- Mutual Respect: Requires an environment free of bullying and harassment.
- Ethics: Ethical conduct is expected at all times.
- Safe and Peaceful Workplace: The Arboretum has zero tolerance for violence in the workplace and strictly prohibits weapons on Arboretum property.

Exhibit D

Required Insurance Coverages

DuPage County is self-insured and does not purchase insurance on a case-by-case basis. DuPage County shall require that DuPage County sub-contractors and consultants who enter onto Customer property pursuant to this Agreement shall purchase and maintain insurance coverage which will satisfactorily insure DuPage County and, where appropriate, the Customer against claims and liabilities which may arise out of the use of the Agreement areas. Such insurance shall be issued by companies licensed to do business in the State of Illinois. The insurance coverage shall be maintained in force until DuPage County has accepted the completed work within the Agreement areas.

DuPage County sub-contractor(s) are required to provide the following coverage:

- (A) Workers' compensation insurance in statutory amounts.
- (B) Employer's Liability Insurance in an amount not less than \$1,000,000.00 each accident/injury and one million dollars \$1,000,000.00 each employee/disease.
- (C) Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than \$3,000,000.00 aggregate; including limits of not less than \$2,000,000.00 per occurrence, and \$1,000,000.00 excess liability.
- (D) Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least \$1,000,000.00 for any one person and \$1,000,000.00 for any one occurrence of death, bodily injury or property damage in the aggregate annually.
- (E) Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least \$1,000,000.00 per incident / \$2,000,000.00 aggregate during the term of this Agreement and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this Agreement. The sub-contractor(s) shall provide DuPage County endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this Agreement.
- (F) The coverage limits required under paragraphs C and D above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the sub-contractor(s) shall be provided by an insurance company acceptable to DuPage County, and except for the insurance required in paragraph E, licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to DuPage County except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to DuPage County.