

DISTRICT 1

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


 X Resolution or Ordinance (Blue) _____ Waiver of First Requested
____ Recommendations of Boards, Commissions & Committees (Green)
____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: April 29, 2015 (COW) (B of T) **Date:** May 7, 2015

TITLE: Wetland Perimeter Maintenance Services at Terrace View Pond

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

Compliance with the terms and conditions of the permits with DuPage County, the U.S. Army Corps of Engineers and the intergovernmental agreement with the Lombard Park District.

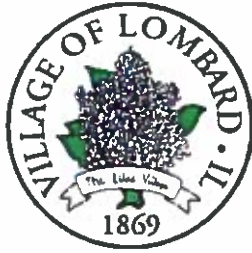
FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$13,300.00
Project Number: SS 12 03.2 Terrace View & Garfield Pond Maintenance
Account: Water/Sewer Capital Reserve: 520.790.715.75350

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: Scott Niehaus, Village Manager
 Through: Carl Goldsmith, Director of Public Works *CG*
 From: Ray Schwab, Civil Engineer II
 Date: April 27, 2015
 Subject: Wetland Perimeter Maintenance Services
 at Terrace View Pond

In accordance with the Village's continued effort to improve the aesthetics and natural conditions of Terrace View Pond, two separate and independent contracts to achieve this result will need to be established. A contract with Rollins Aquatic is already in place. Rollins will monitor and maintain the water surface. Responsibilities include monitoring water temperature along with the stage of aquatic weed development. Application of the appropriate herbicides to minimize weed development will occur as necessary. A second contract regarding the maintenance of the perimeter wetlands is also necessary. Work includes the cutting and clearing of woody species, application of herbicides, a prescribed controlled burn and public education/relations.

Terrace View Pond is a "non-critical wetland" based on the classification by DuPage County and the U.S. Army Corps of Engineers. The terms and conditions of the mandatory County permit include the maintenance and monitoring of Terrace View Pond. By lowering the level of the pond the County required that the Village re-vegetate the exposed shoreline with native wetland plantings. This action expanded the width of the native plant perimeter along the pond. In accordance with the agreement with Lombard Park District and under the terms of the County permit, perimeter management is part of the monitoring and maintenance of the wetlands. Responsibilities include the removal of woody plants, elimination of invasive species of plants and grasses and performing regular controlled burns to help prevent invasive species from reemerging.

A list of firms who perform Natural Area Management services was sent to the Village from Baxter and Woodman (the firm preparing the periodic wetland assessment reports as required by DuPage County). The Engineering and Forestry Divisions meet with three firms (ENCAP, Pizzo & Associates and CLS) from the list. Proposals were received from all three. ENCAP's proposal was evaluated as the most beneficial to the Village.

The scope and fee were negotiated with ENCAP and agreed to by both parties. The not-to-exceed fee for providing services to perform stewardship and management of the native landscape is \$13,300.00. The attached contract and fee schedule is in a "cafeteria style" format. It is anticipated that ENCAP services will primarily be that of a trainer/educator and profession advisor. The plan is for ENCAP to oversee, educate and train Village forces in the removal of woody vegetation, identification of invasive species of plants and oversee a prescribed controlled burn. ENCAP will also supply some assistance pertaining to an educational and public relations program for the local residents and school children concerning the stewardship/maintenance of Terrace View Pond. In the event Village staff cannot be committed to the project due to unforeseen circumstances or events, ENCAP would fully perform the required tasks within the window of opportunity for those specific services.

The long term vision is for Village staff to be fully trained in this type of maintenance and be able to perform these varieties of activities in-house. Other areas that will need this form of oversight are Grace and Central Pond, Surges Center and Charles Lane Pond.

The contract is being sent to you as it is under the threshold for formal Village Board action. Please execute this agreement and if approved, return the signed original to Public Works-Engineering for further processing.

CG/rgs

RESOLUTION
R _____ 15

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and ENCAP Incorporated regarding the Terrace View Pond Maintenance and Monitoring project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 7th day of May, 2015.

Ayes: _____

Nays: _____

Absent: _____

Approved this 7th day of May, 2015.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk



2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

PROPOSAL NO. 15-0406E

April 27, 2015

Village of Lombard
Mr. Ray Schwab
255 E. Wilson Ave
Lombard, IL 60148
(630) 620-5740 / schwabr@villageoflombard.org

RE: Terrace View Pond - Pond Maintenance (COMBINED)

#	DESCRIPTION OF WORK/ POTENTIAL TASKS	UNIT	# OF UNITS	UNIT COST	COST
1a	Woody Clearing (Full ENCAP, Inc. Crew)*	LS	1	\$4,000.00	\$4,000.00
1b	Woody Clearing (ENCAP, Inc. Supervisor with 4 man Village Crew)	LS	1	\$1,850.00	\$1,850.00
2a	Spot Mowing/Herbicide Application Visits (Full ENCAP, Inc. Crew)*	EA	3	\$1,200.00	\$3,600.00
2b	Spot Mowing/Herbicide Application Visits (ENCAP, Inc. supervisor with 4 man Village Crew)	EA	3	\$700.00	\$2,100.00
3a	Public Relations for Residents/Meetings (ENCAP, Inc. supplied)*	LS	1	\$2,800.00	\$2,800.00
3b	Public Relations for Residents/Meetings (ENCAP, Inc. assisted)	LS	1	\$1,375.00	\$1,375.00
4a	Fall 2015 Prescribed Burn (Full ENCAP Crew)*	Each	1	\$2,900.00	\$2,900.00
4b	Fall 2015 Prescribed Burn (ENCAP, Inc. Supervisor with 5 man Village Crew)	Each	1	\$1,000.00	\$1,000.00

***Prices include herbicide, application equipment, and/or other materials as necessary.**

Prices do not reflect IL prevailing wages. Burn includes obtaining local and state permits and notifications for adjacent residents. If Village conducts the burn, Village insurance coverage is required.

Payment Agreement

Village of Lombard, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: Village of Lombard

Susan Rowley

Date

Authorized Rep.

Date