

VILLAGE OF LAKE ZURICH

REQUEST FOR BIDS

2026 Natural Areas Maintenance

The Village of Lake Zurich is requesting bids from qualified firms and/or individuals to provide Natural Areas Maintenance at various locations throughout the Village.

Bidding documents will be available as follows:

Packets are available for download on the Village's website starting **Monday, January 12, 2026**. Please follow the link below <https://www.lakezurich.org/296/Requests-Bids>.

Each bid must be placed in a sealed envelope and clearly marked on the outside:

2026 Natural Areas Maintenance

Sealed bids will be received by the Village of Lake Zurich, 70 E. Main St., Lake Zurich, Illinois 60047, until 10:00 a.m. on Tuesday, February 3, 2026.

All sealed bids received by 10:00 a.m. on Tuesday, February 3, 2026, will be opened and read publicly on:

Tuesday, February 3, 2026 at 10:00 a.m.
Village Hall Boardroom
70 E. Main St.
Lake Zurich, Illinois 60047

The successful bidder shall warrant and guarantee that the bid price will be firm and that there will not be an escalation at time of service.

A bid bond or certified check payable to the Village of Lake Zurich for 10% of the bid total is required with the presented bid. A 100% performance bond will be required from the successful bidder.

The Village of Lake Zurich reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposal for sixty (60) days from the opening date set forth above. The Village further reserves the right in its sole discretion to award the proposal to the most responsible bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the Village.

**Notice to Bidders
Village of Lake Zurich
2026 Natural Area Management**

Notice to Bidders

All bidders with any interest in being provided any information about this bid or in potentially submitting a bid regarding this 2026 Natural Areas Maintenance project **must register** their company's name and contact information with the Village of Lake Zurich, Public Works Department, General Services Superintendent Michael Cernock (mike.cernock@lakezurich.org) immediately upon review or receipt of this Notice to allow the Village to provide continuing information about this bid and the bid process, as may be needed.

Intent:

It is the intent of the Village of Lake Zurich ("Lake Zurich") to bid Natural Areas Maintenance and award the bid to a primary contractor ("Contractor"), as further provided herein.

Time and Place for opening bids:

Sealed proposals for the Work and related procedures described in Exhibit "A" will be received at the offices of:

**Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, IL.
60047**

No later than 10:00 am on **Tuesday, February 3, 2026**. Bids arriving after that time will not be accepted. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Electronic mail (email) and/or facsimile transmitted bids will not be accepted. All bids will be publicly opened and read aloud at that time, and may be acted upon at said time and place or at such later time and place as may then be fixed: but in no case more than sixty (60) calendar days from bid opening.

If a bid was timely submitted but delayed beyond the 10:00 am submittal deadline due to no fault of bidder, and the delay does not afford the bidder any advantage, the Village of Lake Zurich (the "Village") may, in its discretion reject all bids, as determined on a case-by-case basis. However, the Village shall have no responsibility to consider such bid, nor to reject all bids on such basis.

Availability of Bidding Documents:

Packets are available for download on the Village's website starting **Monday, January 12, 2026**. Please follow the link below:

<https://www.lakezurich.org/296/Requests-Bids>

Affidavit of Experience:

Bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, together with a list of equipment owned by or available to the, for efficient pursuance of this project.

Waiver of Technical Deficiency/Rejection of Bids:

The Village of Lake Zurich reserves the right to reject any or all bids, or any part of a bid, and/or to accept any bid or any part of a bid, or to waive any information or technical problems with or failure to strictly comply with the submittal requirements herein, when, in its discretion, the best interests of the Village will be served by such decision.

Location of the Work:

Various sites within the boundaries of the Village of Lake Zurich. as listed with this document See Exhibit "D" attached.

Description of Work:

Furnish all necessary labor, materials, and equipment for the Natural Areas Maintenance listed with this document (the "Work") set forth in Exhibit "A" attached hereto.

Bid Security:

A Bidder's bond, Cashier's check, Certified check, or Bank draft in the amount of 10% of the total base bid will be accepted as bid security and must accompany the bid, payable to the Village as a guarantee that the successful bidder will perform the Work or supply services as specified. The proceeds of any bid guarantee shall become the property of the Village if the successful bidder, within 30 days after the opening of bids, withdraws his bid or if on notice of award refuses or is unable to comply with the contract requirements. As soon as determined, the Village will return the bonds of all except the three lowest responsive, responsible bidders. When the Contract is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. The bid will remain open and binding on all bidders for acceptance by the Village for no less than sixty (60) calendar days from bid opening.

Entry into Contract:

The successful Bidder shall be bound by and within 15 calendar days of the mailing of written notice of selection as the successful contractor shall execute the Contract attached hereto as Exhibit "C" with the Village, including completion of those forms and certifications included herewith for the performance of the Work awarded the Contractor (the "Contract") and shall simultaneously provide the appropriate payment and performance bonds, indemnities, and insurance.

Work Schedule:

The Work shall be substantially completed by **Thursday, December 31, 2026.**

Instructions to Bidders

Bidders' Representations:

Bidder has examined and carefully studied the bidding documents, and all other related data identified in these bidding documents. Bidder has visited the Work sites listed with this document Exhibit "D" attached and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Submission of bid constitutes representation by Bidder that these bidding documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work described herein and which is the subject of this bid and to formulate an appropriate and accurate bid amount to complete the Work. Bidder is not allowed to withdraw any bid due to any failure to request additional information, review these bid provisions or alleged misunderstanding of the terms and conditions herein.

Type of Bid:

Type of bid: Prices for specific locations and the total cost of all work.

Review of Bid Notice:

Bidders shall be responsible for their prompt and complete review of this invitation to bid, and to notify the Village promptly of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Following any such notice, any needed interpretations, corrections and changes will be made by the Village by written addendum as may be deemed necessary.

Complete Bid Submittal:

Any addenda or contract interpretations or clarifications made by the Village subsequent to the issuance of this Notice to Bidders will be provided to all Bidders that have registered in writing with the Village as an interested bidder. Each Bidder shall then ascertain from the Village, prior to submitting a bid, that the Bidder has checked with the Village for any and all addenda or written interpretations which may have been issued by the Village up to **Tuesday, January 27, 2026** and acknowledge that there were none or that if any were issued, they have been received and reviewed by the Bidder and are included and acknowledged in the bid being submitted.

Submission of Bids:

All pages of the **Form of Proposal and Bid Proposal** must be delivered or received by Village in a sealed envelope. The sealed envelope shall be marked with Bidder's return address, and shall be addressed on the outside of the sealed envelope, as follows:

**Sealed Bid
2026 Natural Areas Maintenance
ATTENTION: Public Works Director
Village Hall
70 East Main Street Lake Zurich, Illinois 60047**

No proposal will be considered unless it is submitted on the bid proposal form at Exhibit “B”, included in this bid packet. The bid proposal must be typewritten or legibly completed in ink. Any erasures or revisions in the bid proposal must be initialed by the person signing the proposal. It will be the sole responsibility of the bidder to ensure that his or her bid is properly delivered at the address above on or before the deadline for bid submissions set forth above. Any bid that is not sealed or marked as specified in the requirements for submitting a bid is subject to disqualification from the bidding process. Retain duplicate copy for Bidder. Legally authorized representative of Bidder shall initial Bid Proposal on bid sheet and sign bid proposal on last page. Business entity: indicate on Proposal whether Bidder is an individual, partnership, corporation, or other business entity.

Bid Withdrawal:

Bidders may withdraw or cancel their bid, by submitting a written withdrawal, at any time prior to the bid opening time set forth herein.

Bid Price:

The Contractor shall provide pricing on the Bid Proposal Form included in this Notice to Bidders per the specifications identified herein. The Bidders shall offer pricing for all of the items included on the Bid Proposal Form. The Bid Proposal Form includes base bid items and supplemental items for which the Village is requesting supplemental unit prices. As of this date, the Village cannot offer estimated quantities for the supplemental items. The supplemental unit prices will be utilized if the Village later determines items are needed.

Bid Award

Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in Option Bids/Alternate Bids or Unit prices.

Contract Award shall mean the successful Bidder is bound by all of the terms and conditions of the Contract attached hereto as Exhibit “C” and includes the provisions herein of the Notice to Bidders, Instruction to Bidders, Bid Award, General Conditions and certifications and forms referenced therein.

Bid Award:

The Village of Lake Zurich will be the sole interpreter of all bid documents, and reserves the right to make its own assessment of bids received; to reject any and all bids; to waive irregularities and technicalities in the bids; to further negotiate details of the contract with the successful bidder after award of the contract; and to award the contract to the lowest, responsive and responsible bidder for the performance of the Work as set forth herein. The lowest responsive and responsible bidder shall mean that Bidder who best meets the requirements herein, including, but not limited to, financial capacity to perform, the experience, qualifications and reliability performing similar work that will reasonably assure good faith performance, and scheduling based upon the evaluation criteria specified herein. Bidders are hereby notified that any exceptions to or variations from the requirements of this bid may be cause for rejection of a bid.

Contract:

The specifications and terms for award of this contract include all of those set forth in this Notice to Bidders, the Instructions to Bidder, the Bid Award and Terms, the Bid Proposal Form, the Bid Security Form and the contract attached hereto as Exhibit “C” (the “Contract”). The successful bidder will be required to execute the Contract for the term specified in that contract and the successful bidder’s submitted Bid Proposal Form will be attached to and incorporated into that Contract.

Contractor Registration/Licenses:

Prior to commencing the Work, the Contractor, (including subcontractors), must have a valid Contractor’s License or other required license on file with the Village. Contractors shall register with the Village of Lake Zurich. Construction contractors and sub- contractors include any person, company, or other entity that undertakes construction at any building or any appurtenance thereto..., including but not limited to parking lots, driveways, pools, decks, porches, garages, fences, and other accessory structures or uses. Completed registration forms and signed bonds should be emailed to permits@LakeZurich.org.

A \$110.00 annual fee can be paid by check, payable to the Village of Lake Zurich or online at:
<http://LakeZurich.org/Epay>

Discrepancies:

In all cases of discrepancies between the drawings and specifications, the Village of Lake Zurich’s Public Works Department shall be immediately notified by the Bidder. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications by the Contractor, from the Village the installed work that is not in accordance with the design and best practices must be replaced at no additional cost. This obligation shall continue at all times leading up to the bid, as provided hereinabove and thereafter during the performance of the Work.

Alternate and Multiple Bids:

Unless otherwise indicated in these documents, the Bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that Bidder.

Deviations from Bid Terms:

If a bid deviates in any respect from the terms and conditions herein, then each such deviation shall be stated and the substitution (including technical data when applicable) described in a letter attached to the bid. The Village reserves the right to determine whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the Village.

Competency of Bidder:

The Contractor, and its employees and its subcontractors, shall be fully qualified, licensed, trained and capable within their respective disciplines in accordance with applicable laws, regulations and industry standards. That equipment being utilized in the performance of the Work, the Contractor, and its employees and its subcontractors, shall be their own equipment and tools of the trade, or under their control and Contractor and its employees and subcontractors shall be qualified and authorized to operate same. If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of its bid and this Notice to Bidders

Additional Information:

Should the bidder require additional information about this bid, please submit questions via email, (with delivery & read receipt), to:

Mike.Cernock@LakeZurich.org

Questions should be submitted no later than 3:00pm on Monday, January 26, 2026.

Any and all changes to these specifications are valid only if they are included by written addendum from the Village of Lake Zurich to all Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from obligation under this bid as submitted. As indicated above, prior to submitting its bid, any Bidder must check with Village, up to the timeline set forth above, to determine if any addenda of interpretation have been issued.

All addenda or interpretation so issued shall become part of these bid documents. Failure to request an interpretation from the Village constitutes a waiver to any later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a bid.

Contact with Village personnel:

All Bidders are prohibited from making any contact with the Village Mayor, Trustees, or any other official or employee of the Municipality (collectively, "Village Personnel") with regard to the project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any Bidder found to have contacted Village Personnel in any manner with regard to the project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Lake County State's Attorney for review and prosecution.

General Conditions

Performance:

Upon the Village's receipt of the executed contract, required bonds and certificate of insurance, the Village will issue and send to the contractor a Notice to Proceed, that will start the performance period.

Certifications:

All bid submittals must include a signed Bid Certification Form (**copy attached, page 26**) certifying non-collusion in the bid, and that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid rigging (720 ILCS 5/33E-3 and 5/33E-4); compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*; that it is not delinquent in the payment of taxes (65 ILCS 5/11-42.1); and that it has a written sexual harassment policy in place in full with the Illinois Human Rights Act (775 ILCS 5/2-105, as amended).

References:

Bidders shall provide references that demonstrate their ability to perform services identified herein. Please include on the reference sheet current and/or previous municipalities you have provided services for within the last five (5) years. Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last five (5) years.

Protest Procedure:

Any bidder wishing to file a protest regarding the bidding process may do so by giving written notice to the Director of Public Works of the Village no later than seven (7) calendar days after the closing time and date. This notice should include a description or explanation of the requirement, the closing date and the nature of the protest.

Contractor Submittals

Prior to beginning the Work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week. Following the award of this bid and contract and prior to starting work, the Contractor shall furnish to the Village a construction progress schedule or critical path schedule satisfactory to the Director of Public Works which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified herein.

Field Modifications

A field modification is written by the Village to the Contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the Work. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the contract agreement and become binding upon the Contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

Technical Specification

The Contractor shall complete the work in accordance with the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of the Work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, local and other agencies having jurisdictional authority over the Work. Where there is a conflict between these Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

Material Testing

QC Testing is not required for materials used associated with this project. The Village may contract with a separate material testing firm to perform materials testing if it is in the best interest of the Village. If testing performed by the Village results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Standard Specifications. The corrective action must be approved by the Director of Public Works. The Village, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Municipality.

Protection of Work

The Contractor shall be responsible to provide personnel to protect their work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Restoration

Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all pay Items. Restoration includes all the landscape, driveway pavements, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Village. Any damage due to negligence of the Contractor or deemed necessary by the Village will be restored at no additional cost to the Village. Restoration must be completed to the satisfaction of the Director of Public Works. The Director of Public Works may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Village. Restoration shall meet the Specifications as listed herein. Asphalt surface restoration shall consist of new HMA pavement to match the existing pavement thickness or 4- inches minimum, whichever is greater. Landscape restoration shall consist of 4-inches of topsoil, seed, and blanket.

Construction Work Schedule

The Contractor shall coordinate directly with the Director of Public Works (or his/her designee) for the Village to schedule the Work. The Contractor shall notify the Village no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way. The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Director of Public Works (or his/her designee).

Traffic Control and Protection

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”, and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

Highway Standards: 701301, 701311, 701501, 701801, 701901

District One Details: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

Recurring Local Roads and Streets Special Provisions: Work Zone Traffic, Control Surveillance, Flaggers in Work Zones.

This Work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during performance of the Work.

All barricades shall have working lights or flashers attached and be operational during night time hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard “701501-02”.

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Director of Public Works.

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Director of Public Works.

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Director of Public Works at least 72 hours in advance of beginning work.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The Work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

This work will not be paid for separately, but will be included in the items for which this work applies.

The Work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Director of Public Works to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Director of Public Works for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies

Work Site Precautions and Safety

Contractor shall be responsible for and take all necessary and proper safety precautions to protect from accident or injury, all persons, including its employees and its subcontractors' employees, who may be at or on the premises where the Work is being performed

Exhibit “A”

Description of Work & Work Procedures

Scope of work:

The envisioned maintenance being requested will specifically include the following:

Contractor will control and manage invasive and/or undesirable vegetation (both herbaceous and woody) to encourage survival and establishment of native plant species. (Refer to the species list provided below).

This maintenance contract includes selective and/or broadcast herbicide applications to invasive/undesirable vegetation throughout areas specified in Appendix A. Herbicide application may be performed using either a backpack sprayer or UTV mounted tank sprayer. Care should be taken to avoid overspray, which could harm surrounding native vegetation as well as native and planted ornamental trees. Herbicide applications should take place four (4) times per year and result in a performance level of at least 85% control of invasive/undesirable vegetation.

The contractor shall provide a Floristic Quality Assessment (FQA) for each area specified in Appendix A no later than December 31st, 2026. Both native and nonnative species shall be recorded minimally 3 times throughout the growing season to establish a baseline for monitoring site progress. The contractor shall utilize the Universal FQA Calculator to complete this process. In addition to herbicide application, this contract may also include controlled burning, mechanical removal or mowing, native seeding, and woody removal.

Please note that this contract is not envisioned to utilize any heavy earth- disturbing equipment, resemble any form of demolition, or cause any soil disturbance. The envisioned maintenance should primarily utilize noninvasive hand labor.

Forestry mulching machinery may be utilized in approved locations under frozen ground conditions so that soil disturbance does not occur. It is the Village’s position and desired vision to have the wetland areas protected in a way that utilizes the most ecologically and environmentally responsible methodology.

Species Targeted for Control include but are not limited to:

Purple loosestrife (*Lythrum salicaria*), Canada thistle (*Cirsium arvense*), Bull thistle (*Cirsium vulgare*), Musk thistle (*Carduus nutans*), Reed canary grass (*Phalaris arundinacea*), Teasel (*Dipsacus* spp.), Common reed (*Phragmites australis*), Cattails (*Typha* spp.), Birdsfoot trefoil (*Lotus corniculatus*), Crown vetch (*Securigera varia*), Garlic mustard (*Alliaria petiolata*), Dames rocket (*Hesperis matronalis*), Creeping charlie (*Glechoma hederacea*), Black Mustard (*Brassica nigra*), Burdock (*Arctium* spp.), Moneywort (*Lysimachia nummularia*), Queen Anne’s Lace (*Daucus carota*), Sweet Clover (*Melilotus* spp.), Giant Ragweed (*Ambrosia trifida*), Japanese silver grass (*Miscanthus* spp.), Buckthorn (*Rhamnus* spp.), Non- native Honeysuckles (*Lonicera* spp.), High-bush cranberry (*Viburnum opulus*), Burning bush (*Euonymus alatus*), Gray dogwood (*Cornus racemosa*), dense patches of Blackberry and Raspberry (*Rubus* spp.).

The Village recognizes that the above described level of maintenance maybe somewhat hard to visualize and may require a visit of the wetland prior to proposing. Therefore, the Village strongly encourages any consultant/contractor to call and ask questions to gain a thorough understanding of the desired vision. Additionally, Village staff will be available to provide access to the wetland so each consultant/contractor will be able to gain a thorough understanding of the effort it will take to provide the level of services being described in the bid documents

The Contractor will be responsible for vegetative maintenance associated with the identified wetland areas during the term of the contract. All equipment, chemicals, materials, tools, labor, insurance, etc., will be the responsibility of the consultant/contractor. The consultant/contractor will also be responsible for all applicable safety and environmental considerations with regards to the application of any pesticides or herbicides to be employed under this contract.

It is also strongly encouraged that the selected Contractor has a Qualified Ecologist on the project team, or be able to demonstrate with a great degree of confidence the ability to identify invasive/exotic species, native trees and shrubs at the species level. Due to the sensitive nature of using chemicals near water bodies, a brief written Quality Assurance/Quality Control plan should be implemented and employees trained in accordance with any local, state, and federal regulations or laws prior to any application of chemicals during the term of this contract. Copies of the Safety Data Sheets (SDS) for all the chemicals being used should be submitted as well.

Exhibit “B”

Bid Proposal Form

To: Office of the Village Manager
Village of Lake Zurich
70 E. Main Street
Lake Zurich, Il. 60047

From:

Bidder

Address (City, State, Zip)

Phone Number

Email

Bidder’s Contact for Bid

Additional Contact information

Having carefully examined the terms set forth in the Notice to Bidders, Instructions to Bidders, Bid Award, General Conditions, Contract and Description of the Work and Procedures and having thoroughly examined the probable work conditions at the work sites/locations and pertinent areas adjacent thereto, the undersigned Bidder acknowledges the same to be accurate and complete insofar as the Work to be performed and related work details are concerned, the undersigned Bidder agrees to furnish all labor, materials, equipment, tools and services or whatever else is required for the Work as set forth in the 2026 Contract Documents for Natural Areas Maintenance documents referenced above.

The undersigned Bidder acknowledges that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease and that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the Unit Price shown on the Schedule of Prices contained herein.

The undersigned Bidder further agrees that if the Village decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original Contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a Unit Price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. Bidder will accept as full compensation therefore a fixed price negotiated with the Village prior to performing extra work or at a Unit Price determined in the same manner.

The undersigned Bidder further agrees to execute a Contract for this Work and present the same to the Village within ten (10) calendar days after the date of written notice of the award of the Contract to Bidder.

Upon award of the Contract, the Village will send a Notice of Award to the successful Bidder and the Bidder must then execute the Contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed and Bidder will thereafter shall commence Work not later than ten (10) calendar days thereafter and, unless otherwise provided,

will diligently prosecute the Work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the Work within the time stated herein, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract the costs of additional engineering and observation, maintenance of detours, interest, and other items incurred by the Village resulting from the failure of the Bidder to complete the Work within the time specified in the Contract.

The undersigned Bidder agrees to complete the Work by **Thursday, December 31, 2026** unless granted additional time in writing by the Village.

Included with this bid Proposal is a bank cashier's check, certified check or bid bond in the amount of _____, being ten percent (10%) of the total amount bid by _____, the Bidder, in favor of the Village of Lake Zurich.

It is hereby agreed that, should Bidder be awarded the Contract for services contemplated under this bid and fail or refuse to execute a Contract for the performance of said Work, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Lake Zurich as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date. If this Proposal is accepted and the undersigned Bidder fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Village and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Contract or Contract Bond; upon the undersigned Bidder properly executing a Contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned Bidder submits herewith his schedule of prices covering the work to be performed under the Contract; Bidder understands that it must show in the schedule the unit prices, where applicable, for which Bidder proposes to perform each item of work; that the extension must be made by Bidder and that if not so done, his Proposal may be rejected as irregular.

Bidder hereby bids on all items and has provided a price for all requested services. The Bidder acknowledges it understands all the requested services for which it has submitted a bid. The undersigned proposes to furnish all labor, materials, tools, equipment and perform all necessary requirements for the Work for the natural areas maintenance with the attached conditions and specifications, and at the terms and schedule prices herein given:

Exhibit “1”

The Bid Proposal sheet shall be used as a summary to accompany individual proposals for each location.
The yellow highlighted cells denote where an amount is required.

	Survey/Summary	Stewardship	Burn	Native Seeding	Native Planting	Emergent Species	Woody Resprout	Woody Removal	Ecological Mow	Totals
Alpine Lake										
Bird Observatory										
Braemar Unit 2										
Breezewald										
Echo Point										\$0.00
Kildeer Creek										
Kuechmann										
Lake Zurich Public Works										
Lions Ct										
Lot 42										
Manor Parking Lot										
Meadowbrook/Lot 58										
Oak Ridge Marsh										
Whispering Creek										
Zurich Estates										
									TOTAL	
SSA 8 (711-10099 52603)										
SSA 9 (732-10099-52603)										
SSA 13 (735-10-099-52603)										
		\$0.00							TOTAL	

Survey and Summary Report:

Conduct a survey of the species (native and non-native) present at various points throughout the growing season to establish a baseline for measuring site progress. Minimum of 3 visits including end of year report, utilizing the Universal FQA calculator.

Stewardship:

Regular maintenance visits to manage invasive, non-invasive vegetation. 4 visits annually.

Removal of Woody Vegetation:

Remove woody species throughout the unit and apply stump herbicide. Removal to be completed primarily by hand cutting. Forestry mulching may be utilized in approved locations under frozen ground conditions.

Prescribed Burn:

Perform a prescribed burn to reduce competition from invasive species, assist with nutrient recycling and stimulate the growth of native plants.

Native Seeding:

Install native seed throughout the unit to promote native vegetation establishment. Seeding recommended post burn.

Treatment of Woody Resprouts:

Maintenance visit to apply herbicide to woody resprouts. Use of amphibious equipment required to access all resprout areas.

Treatment of Emergent Species:

Maintenance visit to apply herbicide to emergent vegetation (Cattails, Phragmites, Reed Canary Grass). Use of amphibious equipment required to access areas where vegetation is present.

Ecological Mowing:

High mow (6-8") of the unit with brush cutter to control weed growth and allow native plant establishment.

Signed Bid Proposal

Company Name

Address (City, State, Zip)

Phone Number

Business Address

Email

Corporate Name

Business Address

Company Representative (print)

Company Representative (signature)

Date

Exhibit “C”

Contract

THIS AGREEMENT (the “Contract”) is hereby entered into by and between the Village of Lake Zurich, an Illinois municipality (the “Village”), and _____, an _____, located at _____ Illinois, (the “Contractor”).

1. Contract

- a. The Agreement between the Village and the Contractor shall include all of the following shall be bound by the terms and conditions of this Contract, the bid documents and exhibits:
 - i. This Contract document
 - ii. The Notice to Bidders
 - iii. The Instructions to Bidders
 - iv. The Bid Award
 - v. The General Conditions
 - vi. The Description of Work and Procedures (**Exhibit “A”** hereto)
 - vii. The Bid Proposal Form (**Exhibit “B”** hereto)

2. Performance of the Work

- a. A description of the work to be performed, and related procedures, are attached hereto as Exhibit “A” (the “Work”).
- b. The Contractor is solely responsible for safety at its Work sites and shall exercise every precaution at all times for the protection and safety of persons and properties, including its employees and subcontractors. The safety provisions of all applicable laws and regulations shall be strictly observed. Any hazardous practice, in the opinion of the Director of Public Works or his authorized representative, shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public works or an authorized representative to discontinue such practice.
- c. The performance of services under the Contract includes the furnishing of all supervision, labor, materials, tools, equipment and incidentals of every kind and description necessary to fulfill the Contract.
- d. The performance of services shall be subject at all times to inspection by the Village or its inspectors, and the Contractor will be held strictly to the diligent execution of the Contract. The Village or its inspectors shall be furnished with such information and assistance by the Contractor as may be required to make a complete and detailed inspection. Work, services or materials not in compliance with the Contract may be rejected by the Village, and even if the Contractor deems them complete, shall be performed again by the Contractor at no expense to the Village. Should any portion, section, or location of Work not be completed in the timely matter agreed upon by the Village and Contractor, said work shall have payment denied for the current billing cycle.

- e. The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to perform the services required, and the Contractor shall provide identification of its personnel if requested by the Village. Any Contractor's employee or representative whose employment is reasonably detrimental or objectionable to the Village shall be transferred immediately from the work site upon the Village's request. The exercise of this option shall not be construed as placing the Village in charge of the performance of the services required under the Contract, or as making the Village responsible for safety. All tools or equipment required to carry out the operations within the scope of the Contract shall be provided by the Contractor, and shall meet the standards of OSHA and the State of Illinois safety codes as may be applicable and required by law. The Village reserves the right to inspect the equipment that will be used prior to the award of the bid or during the execution of the Work.
- f. The Contractor shall, prior to commencement of services, provide in writing to the Village, the names of all job supervisors. At least one such supervisor to whom the Village representative may issue directives shall, at all times, be at the job site. Such person shall be fluent in the English language.

3. Quality of Work

- a. The Contractor represents and certifies that the Work shall be performed in accordance with the generally accepted industry standards and standards of professional practice, care and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. All Work shall be performed in a reasonably prompt manner.
- b. The Contractor represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the term of this Contract, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to their performance of the Work required by the Contract.
- c. The Contractor shall provide adequate personnel necessary to complete the Work. The Contractor shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Work which must be duplicated or redone due to staff or employee termination or loss or for any delay or extension of time in performing the Work as a result of any such termination or loss.
- d. All Work performed under any subcontract shall be subject to all terms of this Agreement in the same manner as if performed by employees of the Contractor. Every subcontract that the Contractor enters into in regard to the performance of the Work under this Agreement shall include a provision binding the subcontractor to all of the terms of this Agreement.
- e. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract and bid documents. Prior to final completion, Contractor shall deliver to the Village all warranties required under the Contract and bid documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the work shall begin on the date of substantial completion and remain in effect for a period of one (1) year. No payment under this Contract by the Village shall constitute an acceptance of work not done in accordance with contract documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship.

- f. Contractor warrants that the work shall be done in a workmanlike manner in strict accordance with the Contract documents and guarantees that the labor and material will be free of defects for the period stated in the Contract documents, but in no event less than one (1) year from the date of substantial completion.

4. Quantity of Work

- a. The quantities identified herein are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This Contract shall cover the Village's requirements whether more or less than the estimated amount.
- b. The Village reserves the right to increase and/or decrease quantities, add or delete locations during the term of the Contract, whatever is deemed to be in the best interest of the Village.
- c. Upon request by the Village, the Contractor shall provide either/both written and verbal reports to the Community Development Director of Public Works, regarding the progress of the Work.
- d. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Contract. The Contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection. In the case of all other subcontracts, the Contractor also agrees to include access to records as specified above in all his contracts. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of the performance of the Work, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation or claim. Contractor shall allow the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Contract. The records shall be maintained and made available to the Village at reasonable times.

5. Correction of Work/Penalties

- a. If any errors, omissions or acts, intentional or negligent, are made by the Contractor, and its employees and its subcontractors, in performing the Work, the correction of which requires additional Work, the Contractor shall be required to perform such additional Work as may be necessary to remedy same without undue delay and without any cost to the Village.
- b. Contractors shall be notified by the Village of performance not within the specifications of **Exhibit "A" Description of Work & Work Procedures** within this contract. The Contractor will have 48 hours to rectify the issue. Failure to do so will result in a \$100.00 per day penalty until the issue is resolved.
- c. In case of default by the Contractor, the Village may procure the services from other sources and may collect against the bond or surety for excess costs so paid or take any other action at law or equity in order to be made whole.

6. Contractor Representative

- a. The Contractor shall designate a person who shall be available during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.) and who shall serve as the Contractor's primary authorized representative during the performance of the Work.
- b. This "Representative" shall be readily available to respond to communications from the Village and shall be primarily responsible for performing the Work under the Contract.
- c. The Representative shall receive requests from the Village to perform the Work and shall have full authority to execute the directions of the Village, without delay, and promptly supply any necessary labor, equipment or incidentals to do so.

- d. The Contractor also shall provide the Village with the name and phone number of the Representative who, in the case of an off-hour's emergency, shall be readily accessible and available for quick response to perform an inspection request or a plan review. The Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Representative. If the Representative fails to perform the Services to the satisfaction of the Director of Public Works, or his/her designee, then the Contractor shall immediately replace the Representative with a new person with comparable experience and knowledge.

7. Compensation and Method of Payment

- a. The Village agrees to pay for any requested, fully completed and accepted Work rendered by Contractor in accordance with the Schedule of Prices (**Exhibit "1"**) attached to this Agreement.
 - i. The Village agrees to make payments to Contractor in compliance with the Local Government Prompt Payment Act (50 ILCS 505).
 - ii. The Schedule of Prices shall remain firm/fixed throughout the term of the Contract.
- b. Contractor shall, at its sole cost, pay all other expenses related to the performance of this Contract and the Work, including, but not limited to, out-of-pocket expenses such as travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment.
- c. The amounts set forth in the Fee Schedule include all applicable federal, state and Village taxes of every kind and nature applicable to the Work, as well as all taxes, contributions and premiums for unemployment insurance, employment benefits or similar benefits, and all costs, royalties and fees arising from the use on, or the incorporation into, the Work, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment by Contractor of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Contractor, and any claim or demand from any person that the Village pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Contractor

8. Claims in Addition to Contract Amount.

- a. The Contractor is required to provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within fifteen (15) calendar days after the occurrence of such action.
 - i. The Contractor acknowledges and agrees that such written notice shall not be deemed or interpreted as entitling the Contractor to any additional compensation. Any changes to the compensation fixed in this Contract shall be valid only upon written amendment signed by both the Village and Contractor. Regardless of the decision of the Village relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the Work required to complete the Work under the Contract, as determined by the Village, without interruption or delay.
- b. The Contractor acknowledges and agrees that in no event shall the Village be liable for any fees or costs incurred by the Contractor in connection with any Work provided by the Contractor that are outside of, or exceed, the scope of this Contract, regardless of whether such fees or costs are requested or directed by the Village, except upon the prior written consent of the Village.
- c. When a change order is required, such an order must be approved by the Village prior to execution and comply with the requirements of Illinois law, including Section 33E-9 of the Criminal Code regulating change orders. 720 ILCS 5/33E-9 A written change order must be formally issued by the Village prior to commencing any additional work covered by such order. Work performed without proper authorization shall be at the Contractor's sole risk and expense.

9. Insurance Requirements

- a. Contractor shall provide, for the duration of the Contract, insurance against claims for injuries to persons or property damage which may arise from or related to the performance of the Work by the Contractor, his agents, representatives, employees, or subcontractors.
- b. The Contractor shall not commence work until the Contractor has provided all insurance required by the Contract. The Contractor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which
- c. may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract documents, whether it is to be performed or furnished by the Contractor, by any subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.
- d. Insurance required by this Section shall be written with a company having at least an "A" Property-Casualty Rating, as listed in the most recent published A. M. Best's Insurance Guide.
- e. The Village shall be named as additional insured except for Workmen's Compensation insurance. The coverage afforded shall be primary and non-contributory for the additional insured with respect to claims arising out of operations performed by or on behalf on the Contractor. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- f. As a minimum, the Contractor shall secure and maintain the types of insurance as specified and herein, and shall submit evidence to the Village on an annual basis that the insurance coverages are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with this Contract. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.
- g. The Contractor shall include with its bid, copies of the Certificates of Insurance with the coverages and limits specified.
- h. Insurance certificates and policies delivered to the Village shall recite that 45 days prior written notice will be given to the Village by certified mail, return receipt required, or by verified personal delivery, before any policy is materially changed, canceled, or not renewed.
- i. The Contractor shall include all subcontractors as a covered insured party under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- j. Any deductible amounts/requirements or any self-insured retention amounts of any of Contractor's policies or insurance must be disclosed to and approved by the Village in order to meet the insurance requirements herein. At the Village's direction, the Contractor's insurer must either reduce or eliminate the deductible or self-insured retention or Contractor must provide an appropriate bond securing payment of losses and related investigation, claim administration, and defense expenses of the Village.

10. Insurance Coverages

- a. This insurance shall be written in Commercial General Liability form and shall protect the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or subcontractors. The Broad Form General Liability Endorsement shall be included.
- b. Satisfactory certificates of insurance shall be filed with the Village upon execution of the contract. The certificates shall state that thirty (30) days advance written notice will be given to the Village before any policy is changed or canceled.

Insurance coverage shall be in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limit/ Ea. Occurrence</u>	<u>Limit/ Aggregate</u>
General Liability		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Ins.	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employers Liability	\$1,000,000 per accident	

- c. To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Village, its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under the contract. This shall include operations of subcontractors. The Contractor shall, at its own expense, appear, defend and pay all attorneys' fees and all costs and other expenses arising from or incurred in connection with such defense. If any judgments shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any bonds, letters of credit or insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village. This indemnification does not apply to liability caused by the Village's own negligence, provided this does not serve to waive or adversely impact any of the Village's available protections or immunities under Illinois common or statutory law.
- d. The Contractor agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. The Contractor agrees to indemnify and defend the Village and its Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which the Village may sustain as a result of personal injury claims by the Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

- e. The Contractor agrees to defend and hold harmless the Village from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract, and on account of the Village's use of any copyrighted or uncopyrighted, composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used in the performance of the Work.

11. Payment and Performance Bonds

- a. Contractors shall furnish a performance bond and a payment bond, (or a non-diminishing irrevocable bank letter of credit for contracts under \$100,000) within ten (10) calendar days after being notified that they are the successful bidder. The payment and performance bond shall secure the successful contractor obligations to complete this Contract and pay its labor and material suppliers as provide at 30 ILCS 550/1 and 2,
- b. A performance bond and payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security for the faithful performance of the contract;
- c. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. The bond shall be in that full amount to cover the cost of the completion of the Work, for the payment of material, apparatus, fixtures, and machinery used in the Work and for all labor performed in the Work, whether by subcontractor or otherwise.
- d. Documents required by this section must be received and approved by the Village before a written contract will be issued.

12. Prevailing Wage

- a. The Contractor shall pay prevailing wages to all workers, laborers and mechanics performing services required by the Contract, as required and in accordance with the Illinois Prevailing Wage Act, as amended, including any changes in the prevailing wage during the term of the Contract. The Village has adopted the prevailing wages as determined by the Illinois Department of Labor ("IDOL") for Lake County, effective during this Contract, as revised. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to the Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total contract price. The Contractor shall also be fully responsible for meeting all requirements under the Prevailing Wage Act, including the requirement to provide a certified payroll. ***It is the obligation of the bidder to confirm with IDOL if the work to be performed requires the payment of prevailing wages.***

13. Independent Contractor Status

- a. The Contractor's duties, role and responsibilities, and those of its employees or subcontractors, shall be solely those of an independent contractor for all purposes and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village. The Contractor is responsible for directing and controlling the performance and completion of the Work in a timely manner that meets the Village's requested schedule or completion date. No provision of this Bid Notice or subsequent conduct between the Village and Contractor shall be construed to create an "employer-employee," "principal and agent," "partners" or "participants in a joint venture" relationship or status. The Contractor, and its employees and its subcontractors, are responsible, pursuant to applicable law, for their own business operations, and for payment of any benefits, retirement plans, insurance, health plans, income and employment taxes or any other taxes of any kind arising from their receipt of compensation under this Contract.

14. Contract Termination

- a. The term of this Contract shall be for one (1) year ending on December 31, 2026.
- b. In the event that this Contract is terminated, and provided that there is no dispute over the performance of any of the Work, the Contractor shall be paid for Work actually performed, if any, prior to the date of the notice of termination, not exceeding the value of the Work completed, which shall be determined on the basis of the rates set forth in the Fee Schedule.
- c. Costs incurred by the Contractor subsequent to the receipt of any notice of termination and before the termination date will be reimbursed by the Village only if, prior to the effective termination date, the Village receives from the Contractor a list of actions that are necessary to perform and the Village agrees in writing that those actions be taken. The Contractor shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

15. Termination/Default

- a. Any immediate threat to the public health or safety, or any repeated or multiple failures to complete the duties required by the Contract, or for violations of the Contract, whether for similar or differing issues, shall constitute the basis for immediate termination of the Contract.
- b. If it should appear at any time that the Contractor has failed or refused to timely perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has otherwise failed, refused or delayed to perform the Work or any other requirement of this Contract ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after the Contractor's (and if required, the Surety) receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
 - i. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract. Any costs and charges incurred by the Village, together with the cost of performing the required services shall be deducted from any monies due or which may become due to the Contractor under the Contract. When such Contractor default costs incurred by the Village exceeds the sum paid to the Village for the performance of the required Work under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay to the Village the full cost of such additional expenses.
 - ii. The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination.
 - iii. The Village may withhold from any payment of, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorney fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

16. Contractor Representations and Commitments

- a. The Contractor will comply with all applicable federal, state and local laws, promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work.
- b. The Contractor will comply with the Preference to Veterans Act, 330 ILCS 55, *et seq.*
- c. The Contractor will comply with the Illinois Human Rights Act, 775 ILCS 5/1.101, *et seq.*
- d. including, but not limited to establishment of sexual harassment policies and program and with the Fair Employment Commission's Rules and Regulations for Public Contracts, including requiring the provisions in any subcontracts. Contractor will comply with the provisions of the Equal Employment Opportunity Clause of the Illinois Department of Human Rights at Appendix A of Title 44, Part 750, Section 750 of the Illinois Administrative Code and the applicable Rules and Regulations for Public Contracts, and will include the provisions of this clause in every subcontract it awards as part of this Contract.
- e. The Contractor will comply with the requirements of the Drug Free Workplace Act if the Contract is \$5,000 or more, and it has more than 24 employees at the time of entering into the Contract pursuant to 30 ILCS 580, *et seq.* and applicable provisions of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265).
- f. The Contractor will comply with the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/1, *et seq.*
- g. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession.

17. Contractor Certifications

- a. By executing this Contract, the Contractor certifies neither it, nor any owner or officer, is barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village, (unless lawfully contesting), 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1. The Contractor represents this Agreement is made without collusion with any other person, firm or corporation.
- b. **ADA Certification**
The Contractor shall comply with the applicable provisions of the American Disabilities Act and its accompanying regulations (28 CFR 35.130) which prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. The Contractor certifies that by signing this Contract, that any services, programs and activities provided under this Contract are now and will continue to be in compliance with the Americans with Disabilities Act.

c. Sexual Harassment Certificate

Contractor hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information: 1. An acknowledgment of the illegality of sexual harassment. 2. The definition of sexual harassment under State law. 3. A description of sexual harassment, utilizing examples. 4. The Contractor's internal complaint process including penalties. 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission. 6. Directions on how to contact the Department of the Commission. 7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act. The Contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

Contractor

BY: _____
Authorized Agent

18. General Provisions

- a. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both the Village and the Contractor.
- b. The Contractor shall give all notices, pay all fees and take all other action that may be necessary to ensure that the Work is provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Work.
- c. The Contractor shall not assign or transfer this Contract or any portion thereof without the prior approval of the Village.
- d. The terms of this Contract shall bind and inure to the benefit of the Village, the Contractor, and their agents, successors and assigns.
- e. No claim as a third-party beneficiary under this Contract by any person, firm or corporation shall be made or be valid against the Village.
- f. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- g. For any legal action between the Parties concerning the interpretation, construction and enforcement of this Contract, or subject matter thereof, venue shall be in Lake County, Illinois and the laws of the State of Illinois shall govern the cause of action.
- h. The Contractor warrants and represents to the Village that the persons executing this Contract on its behalf have the full and complete right, power and authority to enter into this Contract and to agree to the terms, provisions and conditions set forth in this Contract, and that all legal actions needed to authorize the execution, delivery and performance of this Contract have been taken.
- i. The failure of the Village to enforce any term, condition or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of the Village's right to subsequently enforce such provision.
- j. This Contract may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and Contractor have made and executed this Contract on the dates and year written below, and this Contract shall be valid as of the date of the last signatory.

Village of Lake Zurich

By: _____
Mayor

Date: _____

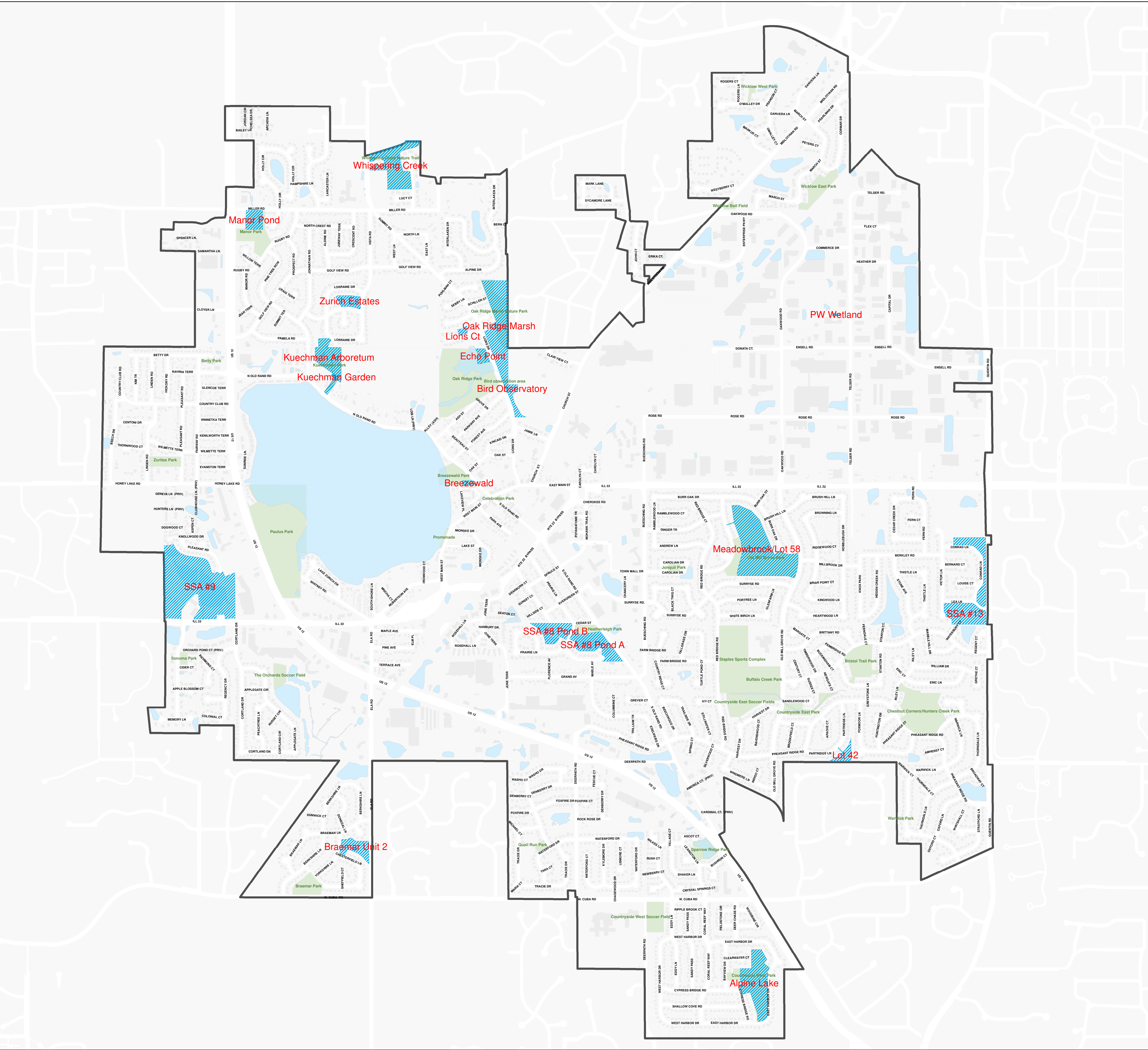
Contractor

By: _____
Authorized Agent

Date: _____

Exhibit “D”

Work Sites



Legend

2026



Project Reference

2026 NATURAL AREA
MAINTENANCE PROGRAM



Village of Lake Zurich

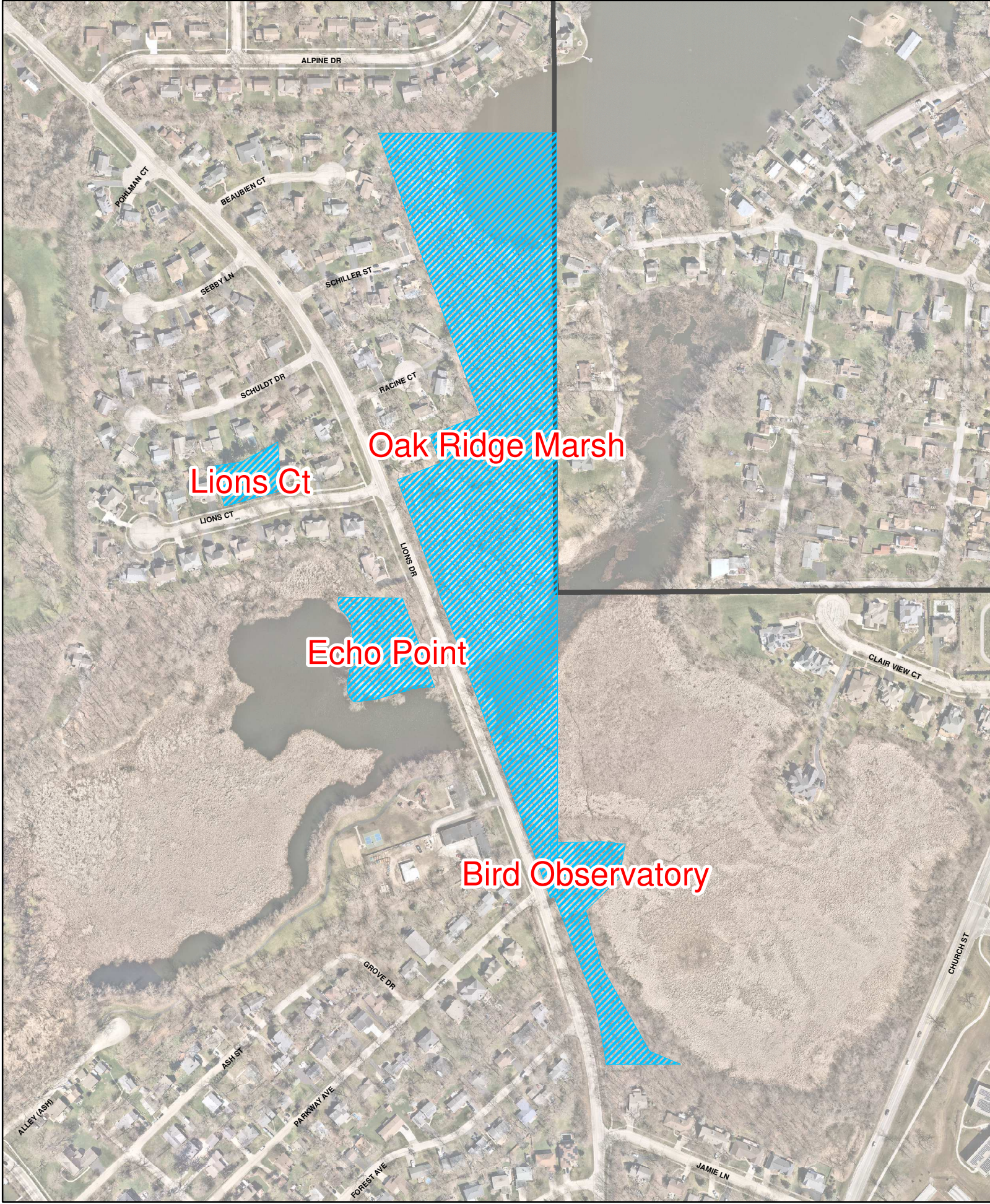
Drawn By: MC




Sheet No.
2025
A-1

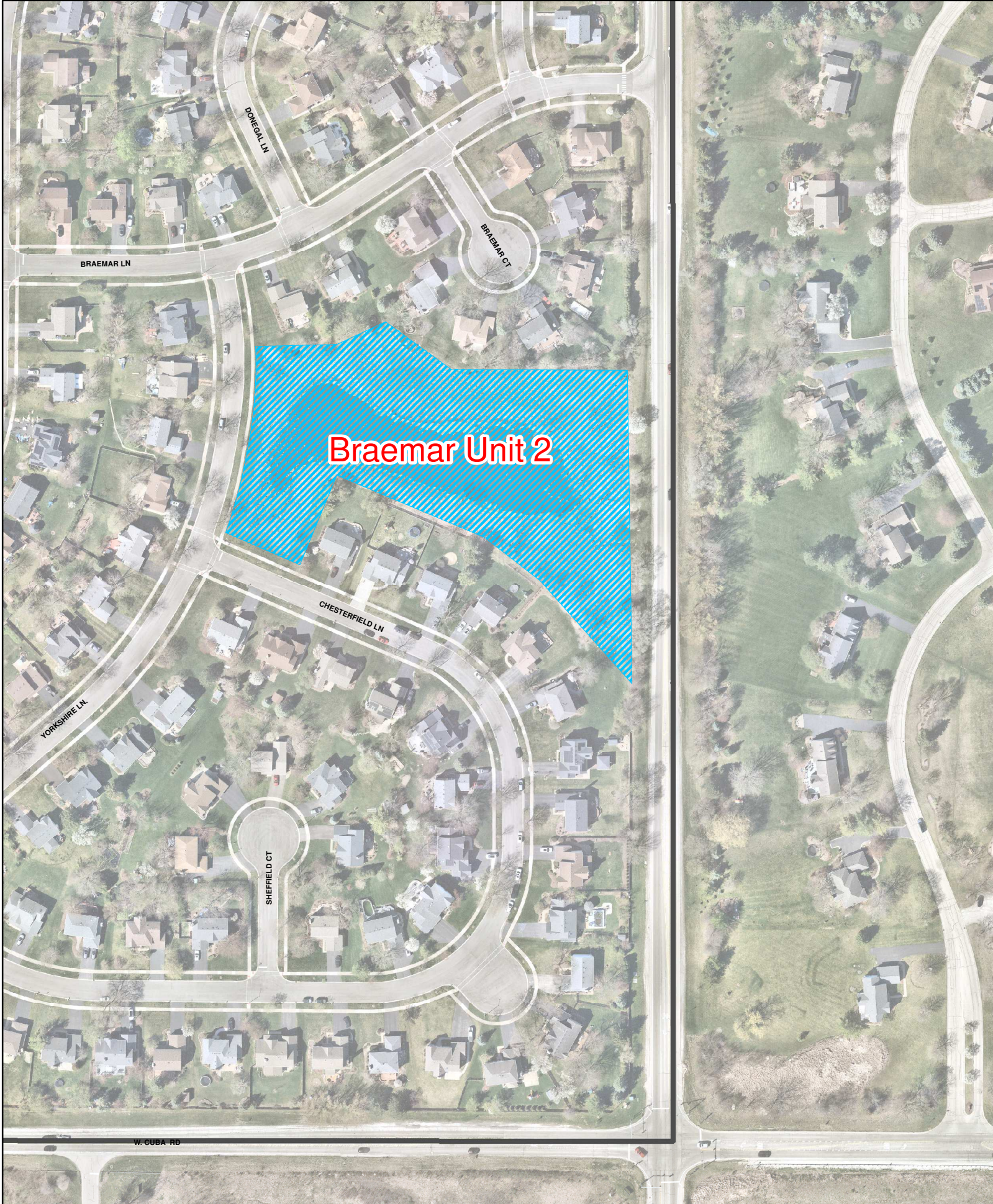
Department: Public Works


Date: January 2, 2026



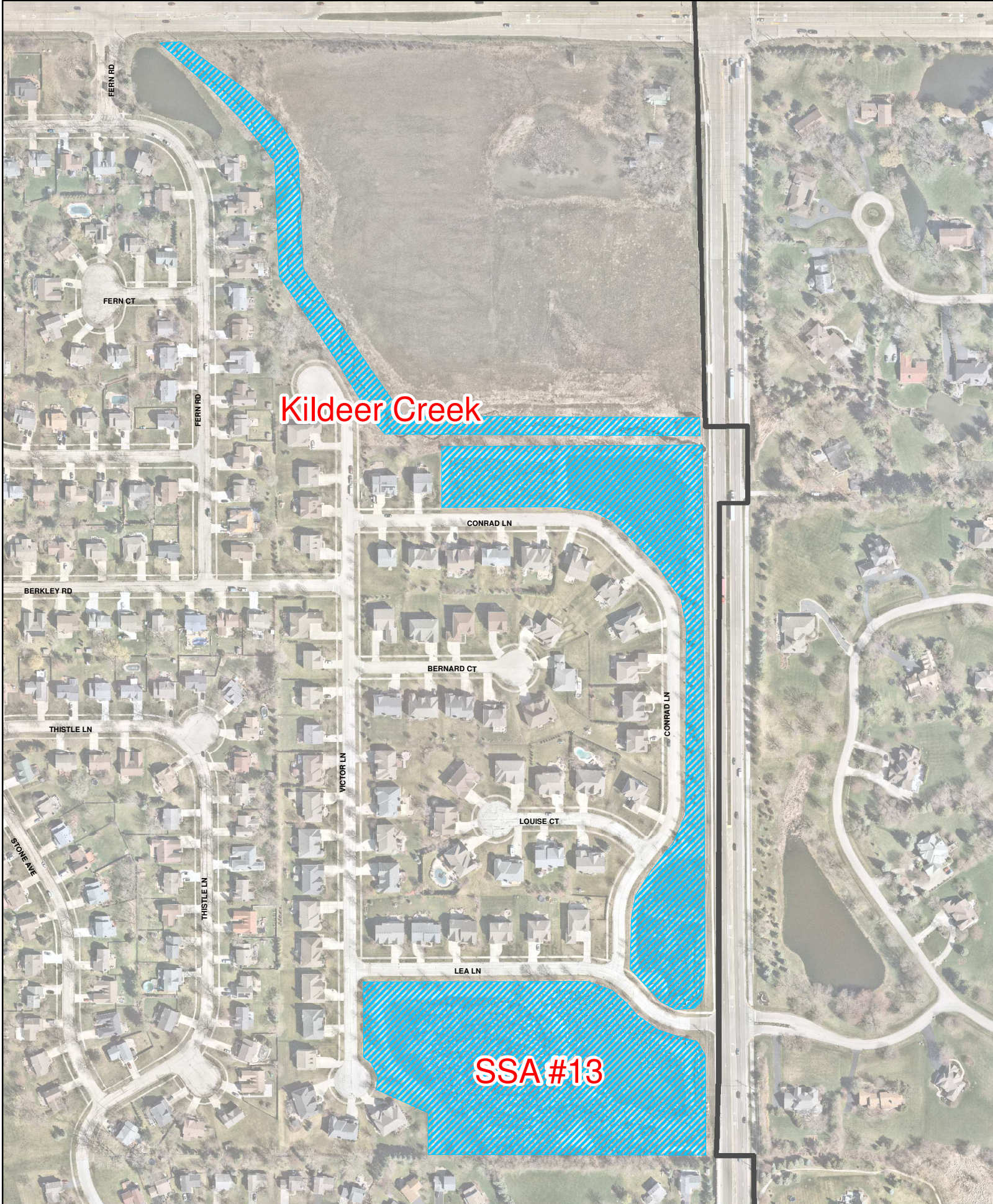





<div>Legend</div> <div></div> <div>Bird Observatory Echo Point Oak Ridge Marsh Lions Ct</div>	<div>Project Reference</div> <div>Natural Area Maintenance</div>		<div> Sheet No. 2025 A-1</div>	Village of Lake Zurich	
				Drawn By: MC	
				Department: Public Works	
				Date: January 8, 2026	

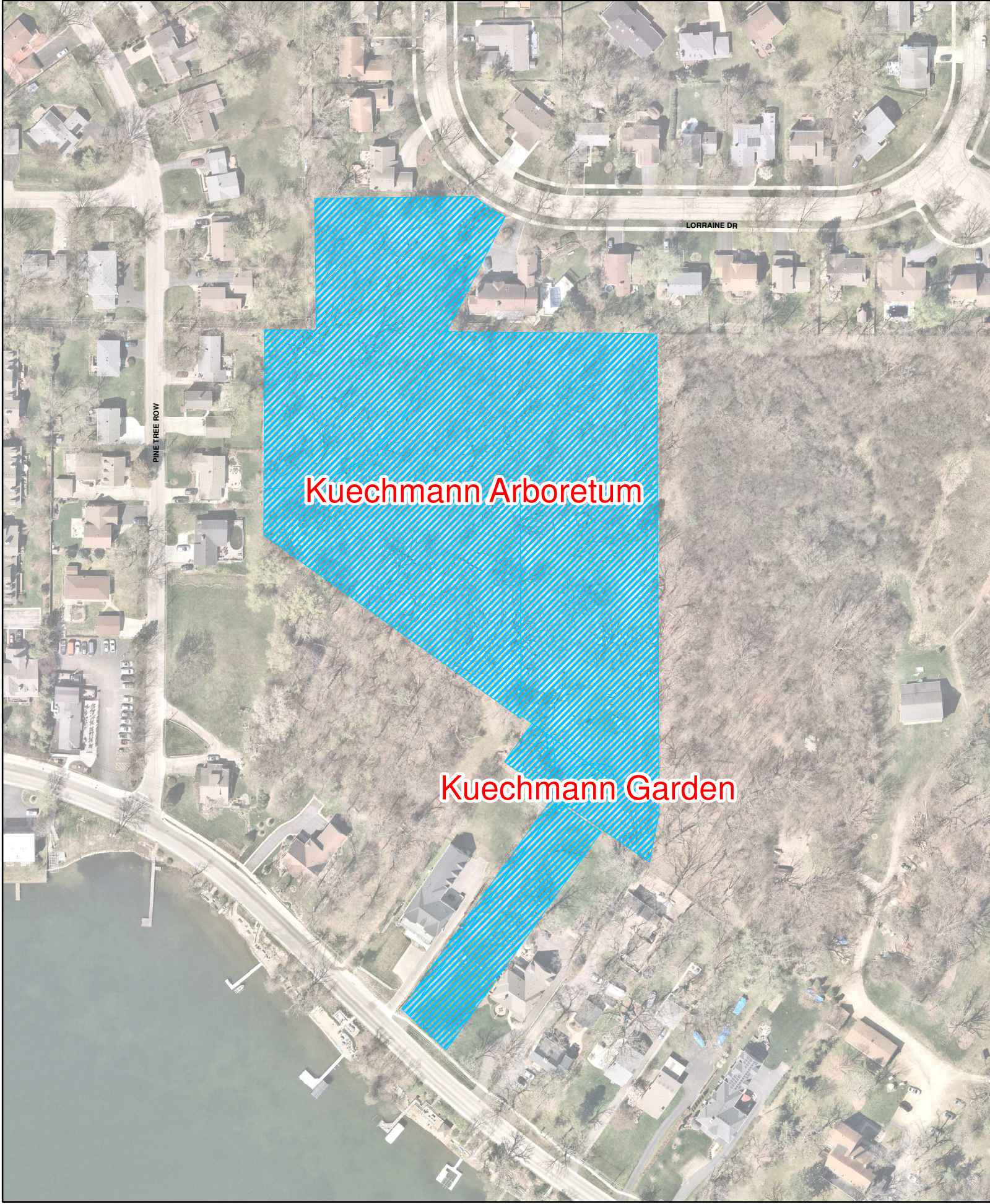


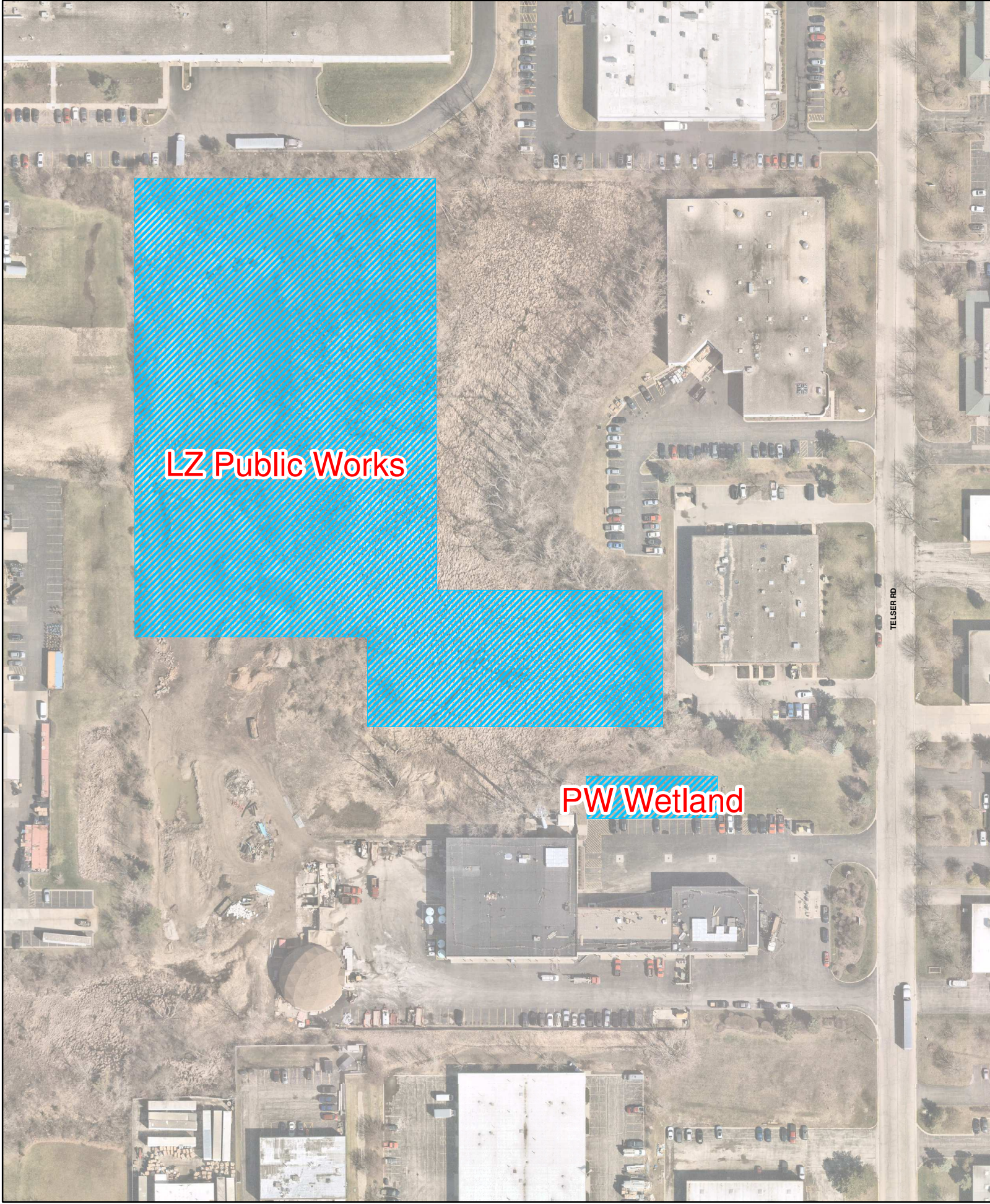
Legend	 Braemar Unit 2	Project Reference	Natural Area Maintenance		 Sheet No. 2025 A-1	Village of Lake Zurich	
						Drawn By:	MC
						Department:	Public Works
						Date:	January 8, 2026









<div>Legend</div> <div></div> <div>Kildeer Creek SSA #13</div>	<div>Project Reference</div> <div>Natural Area Maintenance</div>		<div></div> <div>Sheet No. 2025 A-1</div>	Village of Lake Zurich	
				Drawn By: MC	
				Department:	Public Works
				Date:	January 8, 2026





<div>Legend</div> <div></div> <div>LZ Public Works</div>	<div>Project Reference</div> <div>Natural Area Maintenance</div>		<div></div> <div>Sheet No. 2025 A-1</div>	<div>Village of Lake Zurich</div>
				<div>Drawn By: MC</div>
				<div>Department: Public Works</div>
				<div>Date: January 8, 2026</div>



<p>Legend</p> <div><p>Lot 42</p></div>	<p>Project Reference</p> <p>Natural Area Maintenance</p>		<p>Drawn By:</p> <p>Sheet No. 2025 A-1</p>	<p>Village of Lake Zurich</p> <p>MC</p> <p>Department: Public Works</p> <p>Date: January 8, 2026</p>
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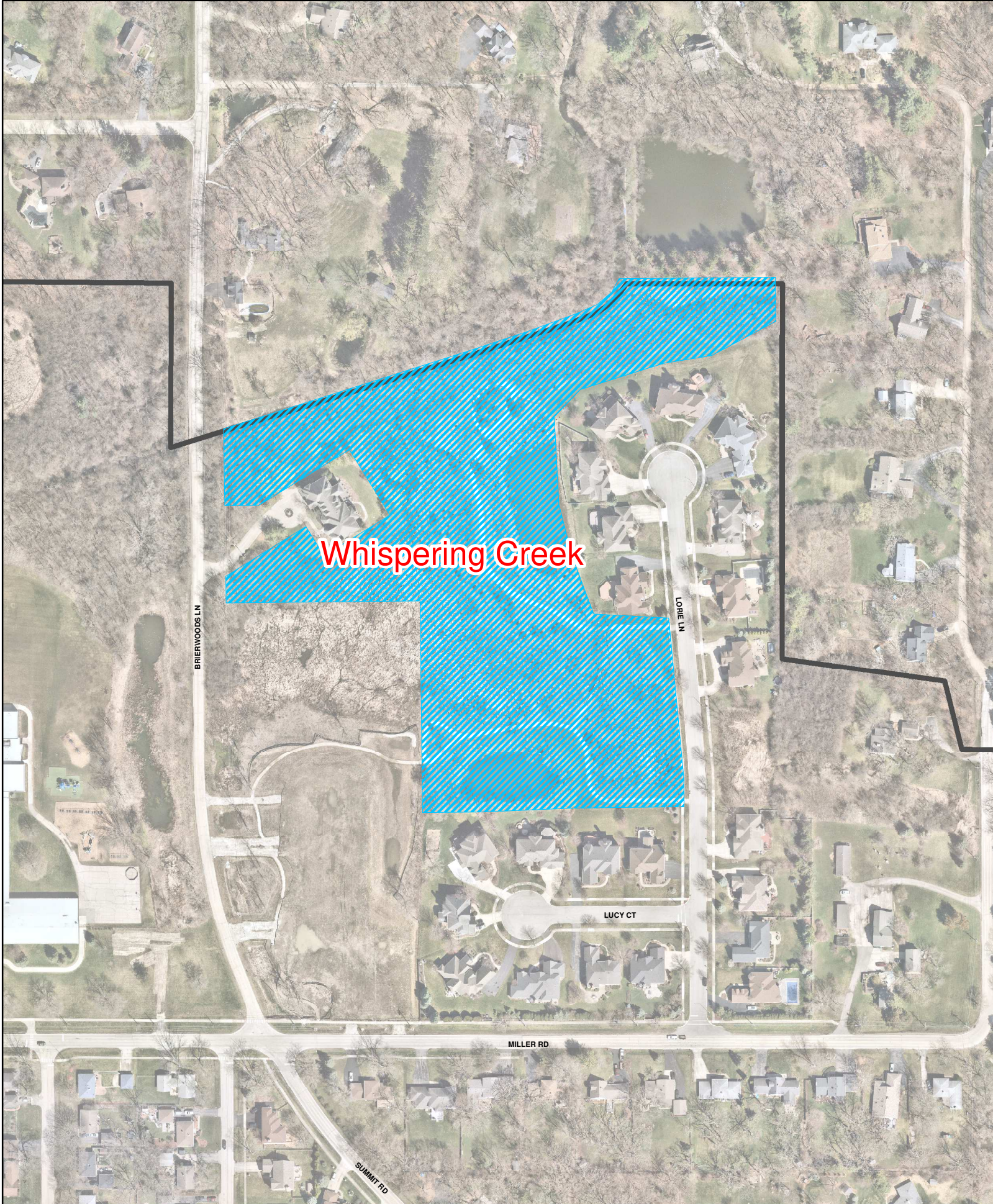
MILLER RD

Manor Pond

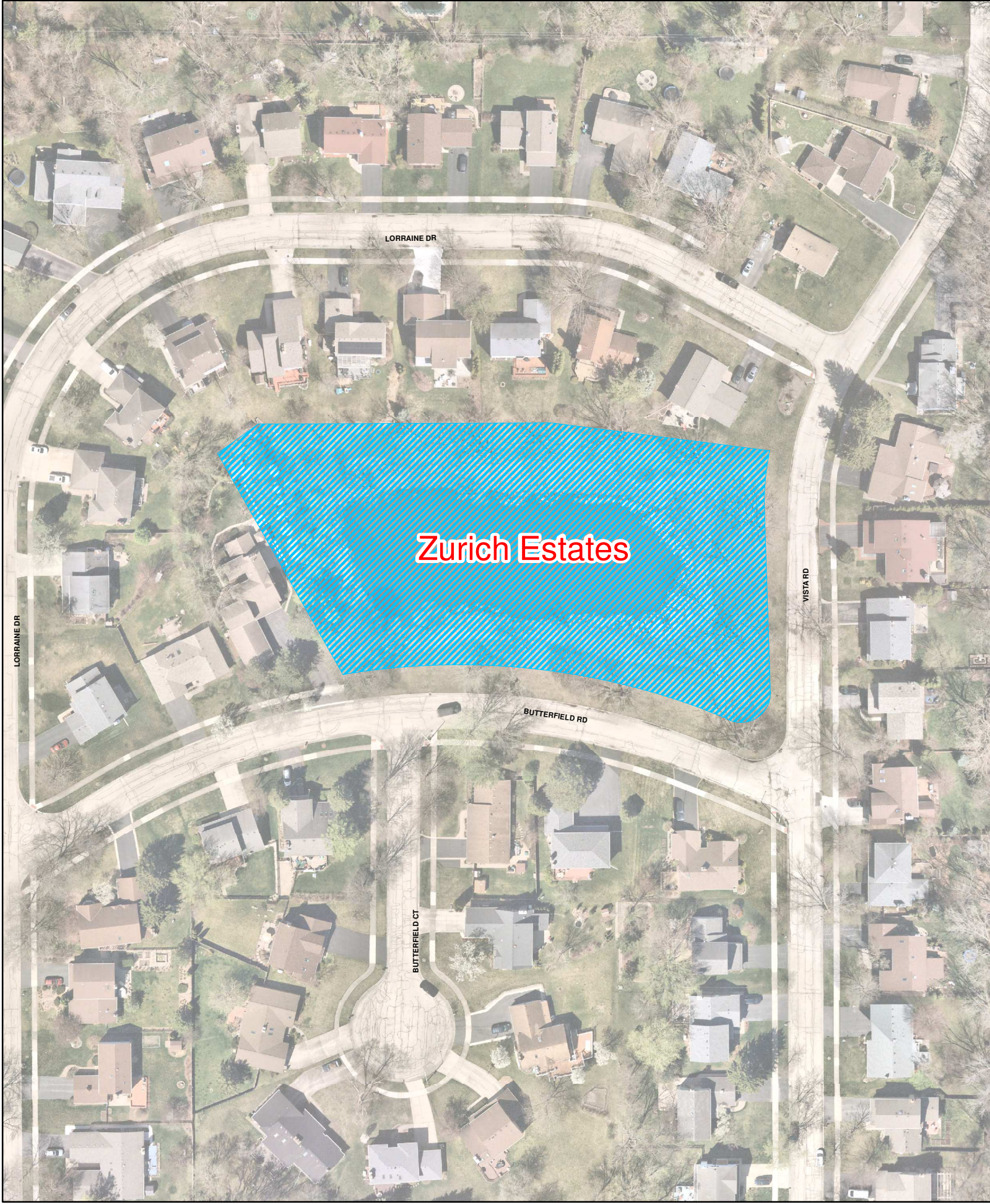





Meadowbrook/Lot 58

<div>Legend</div> <div></div> <div>Meadowbrook/Lot 58</div>	<div>Project Reference</div> <div>Natural Area Maintenance</div>			<div>Village of Lake Zurich</div>
				<div>Drawn By: MC</div>
			<div>Sheet No. 2025 A-1</div>	<div>Department: Public Works</div> <div>Date: January 8, 2026</div>



Legend	 Whispering Creek	Project Reference	Natural Area Maintenance		 Sheet No. 2025 A-1	Village of Lake Zurich	
						Drawn By:	MC
						Department:	Public Works
						Date:	January 8, 2026



<p>Legend</p> <div> Zurich Estates</div>	<p>Project Reference</p> <div>Natural Area Maintenance</div>		<div> Sheet No. 2025 A-1</div>	<div>Village of Lake Zurich</div> <table border="1"><tr><td>Drawn By:</td><td>MC</td></tr><tr><td>Department:</td><td>Public Works</td></tr><tr><td>Date:</td><td>January 8, 2026</td></tr></table>	Drawn By:	MC	Department:	Public Works	Date:	January 8, 2026
Drawn By:	MC									
Department:	Public Works									
Date:	January 8, 2026									

