



**OFFICIAL NOTICE TO BIDDERS
STATE OF ILLINOIS**

**LAKE COUNTY FOREST PRESERVE DISTRICT
LIBERTYVILLE, ILLINOIS
BID #18002**

Public notice is hereby given that sealed bids will be received at the **Lake County Forest Preserve District located at 1899 West Winchester Road, Libertyville, Illinois until 10:00 a.m. local time, August 25, 2017 for the following:**

Project Name: Woody Invasive Plant Clearing – Winter 2017 at Multiple Forest Preserves

Bid document including plans and specifications for this project are available for download on the “ABOUT > Purchasing and Bids” section of the District website: <http://www.LCFPD.org/bids>

Bids shall be accompanied by bid security in an amount not less than ten percent (10%) of the amount of the total bid.

Mandatory Pre-Bid Conference will be held on August 10, 2017 at 9:00 a.m. local time. Conference will assemble at the District General Offices, 1899 West Winchester Road, Libertyville, Illinois.

The District's assessment is that the Work to be performed pursuant to this Contract is neither the construction nor demolition of public works and therefore the Illinois Prevailing Wage Act does not apply to the Work to be performed pursuant to this Contract. However, nothing in this Notice will be deemed to relieve the successful Bidder of its own obligation, pursuant to the Contract, to ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations and, in furtherance thereof, to make its own determination which laws are applicable to the Work and the Contract. The District hereby notifies all bidders that, if the Illinois Prevailing Wage Act applies to the Work, the Contractor must pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing the Work.

The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract in the penal sum of the full amount of the Contract Price as described in the bid package.

No bid shall be withdrawn for a period of 60 days after opening of the bids without the consent of the Owner.

By:
Christine F. Miller
Purchasing Manager

PUBLISH DATE: August 3, 2017

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CONTRACT FOR WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT MULTIPLE PRESERVES

**Bid Spec Number: 18002
Project Number: 62806-18002-885**

August 3, 2017

Debbie Maurer, Manager of Restoration Ecology
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048
Ph: 847/ 968-3285
Fx: 847/ 367-6649

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BID PACKAGE

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INVITATION FOR BIDDER'S PROPOSALS

OWNER: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

The Lake County Forest Preserve District (Owner) is bidding out 10 (ten) clearing projects located throughout Lake County. Bidders can bid on one or all projects. The Owner intends to award each project to the lowest responsive and responsible bidder.

Each project is described under Attachment B, Section 2 (Title, Description, Coordination, Goals, and Scope of Clearing Operations). Any exceptions to the standard clearing specifications outlined in Sections 3, 4, 5 and Attachment D shall be noted in Section 2. In general, the Work of these projects includes all labor, equipment, and materials to selectively remove invasive woody trees and shrubs and thin select native species. Owner-approved cutting methods shall be described in Section 2 and Section 3. Extreme care shall be taken when conducting work within the Work Sites to lessen damage to native vegetation. Work shall include cutting, log removal (select projects only), brush pile burning or chipping, selective wick herbicide application to cut stumps and follow-up foliar wick application to resprouts and small stems.

During snow fall, recreational trails are not plowed and special consideration of trail users will be necessary. When conditions are favorable for cross country skiing, Contractor shall minimize use of trail access as much as possible. Public access will remain open during the duration of the project.

The Work shall be performed at the following Work Sites:

Captain Daniel Wright Woods Forest Preserve
Lincolnshire, Illinois

Greenbelt Forest Preserve
North Chicago, Illinois

Cuba Marsh Forest Preserve
Barrington, Illinois

Lakewood Forest Preserve
Wauconda, Illinois

Ethel's Woods Forest Preserve
Old Mill Creek, Illinois

Van Patten Forest Preserve
Wadsworth, Illinois

Fourth Lake Forest Preserve
Lindenhurst, Illinois

Wadsworth Savanna Forest Preserve
Wadsworth, Illinois

Grant Woods Forest Preserve
Lake Villa, Illinois

Woodland Habitat Restoration Project
includes multiple sites: *MacArthur Woods/ Ryerson Woods/Lloyds Woods/Captain Daniel Wright Woods Forest Preserves*, Lake County, Illinois

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

3. Inspection and Examination

The Bid Package is fully downloadable on our website at www.LCFPD.org/purchasing. Interested bidders **must** register online if wishing to participate fully in our purchasing process. The Bid Package may also be examined at the office of Owner as listed above. If Owner provides any portion of the Bid Package to a Prospective Bidder in electronic format, it does so solely for the convenience of the prospective Bidders, and the electronic format or version of such information shall not be part of the Bid Package, Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such electronic format or version, and there is no guarantee or warranty, either expressed or implied, that such electronic format or version accurately depicts the information in the Bid Package

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Sites and the surrounding area.

4. Pre-Bid Conference

A **Mandatory** pre-bid conference will be held for the projects on August 10, 2017 at 9:00 a.m. local time, at Owner's General Offices, 1899 W. Winchester Road, Libertyville, Illinois 60048. Each prospective Bidder may conduct an inspection of the Work Sites, the surrounding area, and all local conditions, including subsurface, underground, and other concealed conditions, after the pre-bid conference.

5. Questions

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner an email directed to Owner's Purchasing Department, purchasingdept@LCFPD.org, for an interpretation thereof not later than 2:00 p.m. local time on August 21, 2017.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 10:00 a.m. local time, August 25, 2017 at Owner's General Offices, 1899 W. Winchester Road, Libertyville, Illinois 60048, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10% of the Bidder's Price Proposal in the form of (1) a cashier's check or certified check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or (2) a Bid Bond in the form included in the Bid Package, or a form otherwise approved by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class III or better in Best's Insurance Guide. **If the required bid security/bond is not submitted with your bid proposal, your bid proposal will be rejected.**

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided in the Bid Package from such a surety company meeting the requirements set forth above. Each Bidder's Proposal shall be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided in the Bid Package upon award of the Contract to Bidder. **If the required letter from your surety company is not submitted with your bid proposal, your bid proposal will be rejected.**

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal shall be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder. **If the required letter from your insurance carrier/agent is not submitted with your bid proposal, your bid proposal will be rejected.**

DATED this 3rd day of August 2017

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Christine Miller, Purchasing Manager

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GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials or supplies to be implied and shall provide for such personnel, equipment, materials or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that different conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

In Section 2 of Bidder's Proposal, Bidder shall provide its proposed prices for the Work, which shall be based on a lump sum price or unit prices, as provided in such Section 2.

On any items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimates only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal for any Unit Price Items, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

The District's assessment is that the Work to be performed pursuant to this Contract is neither the construction nor demolition of public works and therefore the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., does not apply to the Work to be performed pursuant to this Contract. However, nothing in this Notice will be deemed to relieve the successful Bidder of its own obligation, pursuant to the Contract, to ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations and, in furtherance thereof, to make its own determination which laws are applicable to the Work and the Contract. The District hereby notifies all bidders that, if the Illinois Prevailing Wage Act applies to the Work, the Contractor must pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing the Work. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work, as well as all taxes, contributions, and premiums for unemployment insurance, old age, or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations, and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for the individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidder's are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidders' Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

1. Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
2. Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
3. Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or an attorney-in-fact.
4. Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives, as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond, as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guarantee that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file (in accordance with Section 16.B of these General Instructions to Bidders) the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute (in accordance with Section 16.C of these General Instructions to Bidders) the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of cashier's check or certified check will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner; or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance; or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or 10% of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One original and one copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidders' Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60)-day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60)-day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Subcontractor List

Every Bidder's Proposal shall be accompanied by a fully completed Subcontractor List form provided in the Bid Package. As part of this Subcontractor List form, each Bidder shall provide the names, addresses, and work to be performed for all subcontractors to be employed on this project.

12. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization, and staffing to enable it to perform the Work successfully and promptly, and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidder's performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts of matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

13. Disqualification of Bidders

A. More than One Bidder's Proposal. No more than one (1) Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual, or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual, or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 13A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials, and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

14. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted, provided, however, that the waiver of any defect or informality shall not be considered a waiver of any other defect or informality, and Bidders should not rely upon or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award that may delay an award or subsequent award beyond such sixty (60)-day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

15. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two (2) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

16. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all copies of the Contract tendered by the Owner, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit two (2) executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) dated as of the Closing Date ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract, or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain one (1) copy of the fully executed Contract, and tender one (1) copy to the successful Bidder at the Closing. The successful Bidder shall tender one (1) copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

17. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept and award a Contract based on any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best, or may invite new proposals, or may abandon the bidding process or the Work.

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

Fax _____ E-Mail _____

TO: Lake County Forest Preserve District ("Owner")
1899 West Winchester Road
Libertyville, Illinois 60048
Attention: Christine Miller, Purchasing Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this Bidder's Proposal, including Addenda Nos. _____, which are securely attached to the end of this Bidder's Proposal (if none, write "NONE").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder will contract with Owner, in the form of the Contract included in the Bid Package to provide, perform and complete all Work as defined in Article I of the Contract and to do all other things required of Contractor by the Contract in a proper and workmanlike manner and in full compliance with and as required by or pursuant to the Contract.

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract.

SCHEDULE OF PRICES

A. Unit Price Contract

For providing, performing, and completing all Work, the total Contract Price, which is the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items (including Base Bid Items and Alternate Bid Items) listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item. Bidder acknowledges that the total Contract Price will depend on the number of Base Bid Items and Alternate Bid Items accepted by Owner and the Unit Prices accepted by Owner:

COMPLETE TABLES AS INDICATED

**A1. CAPTAIN DANIEL WRIGHT WOODS FOREST PRESERVE
 WETLAND MITIGATION CLEARING**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	67		
2.	BRUSH REMOVAL	ACRE	67		
3.	RESPROUT TREATMENT	ACRE	67		

A1. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A2. CUBA MARSH FOREST PRESERVE
 PHASE 4 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	18.5		
2.	CUTTING AND STUMP HERBICIDE TREATMENT OF SELECT TREES IN A 6 ACRE AREA	EACH	190		
3.	BRUSH AND TREE REMOVAL	ACRE	24.5		
4.	RESPROUT TREATMENT (ALL CUT MATERIAL)	ACRE	24.5		

A2. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A3. ETHEL'S WOODS FOREST PRESERVE
 PHASE 1 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	40		
2.	BRUSH REMOVAL	ACRE	40		
3.	RESPROUT TREATMENT (ALL CUT MATERIAL)	ACRE	40		

A3. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A4. FOURTH LAKE FOREST PRESERVE
 PHASE 1 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL TREE CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	16		
2.	BRUSH REMOVAL	ACRE	16		
3.	RESPROUT TREATMENT	ACRE	16		

A4. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A5. GRANT WOODS FOREST PRESERVE
 PHASE 2 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	32		
2.	BRUSH REMOVAL	ACRE	32		
3.	RESPROUT TREATMENT	ACRE	32		
4.	CONTINGENCY (PERCENTAGE OF NO 1+2+3)		20%		

A5. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A5. ALTERNATE:
 GRANT WOODS FOREST PRESERVE
 PHASE 2 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
ALT1	FORESTRY MOWING AND RESPROUT TREATMENT OF 12.8 ACRES PER SPECIFICATIONS IN ATTACHMENT B	ACRE	12.8		

**A6. GREENBELT FOREST PRESERVE
 PHASE 4 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	35		
2.	BRUSH REMOVAL	ACRE	35		
3.	RESPROUT TREATMENT	ACRE	35		

A6. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A7. LAKEWOOD FOREST PRESERVE SCHREIBER LAKE
OAK WOODLAND PHASE 4 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	15.2		
2.	BRUSH REMOVAL	ACRE	15.2		
3.	RESPROUT TREATMENT	ACRE	15.2		
4.	CONTINGENCY (PERCENTAGE OF NO 1+2+3)		10%		

A7. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
(in writing)

\$ _____ DOLLARS AND _____ CENTS
(in figures)

**A8. VAN PATTEN WOODS FOREST PRESERVE
PHASE 2 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT WITHIN "SELECTIVE CLEARING" UNITS	ACRE	21.0		
2.	BRUSH REMOVAL – "SELECTIVE CLEARING" UNITS	ACRE	21.0		
3.	RESPROUT TREATMENT – "SELECTIVE CLEARING" UNITS	ACRE	21.0		
4.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT WITHIN "FORESTRY MOWIING" UNITS	ACRE	12.6		
5.	BRUSH REMOVAL – "FORESTRY MOWING" UNITS	ACRE	12.6		
6.	RESPROUT TREATMENT – "FORESTRY MOWIING" UNITS	ACRE	12.6		
7.	REMOVAL OF ~30 INDIVIDUAL TREES WITHIN IDENTIFIED AREAS. REMOVAL INCLUDES CUTTING, STUMP HERBICIDE TREATMENT AND RESPROUT TREATMENT. "DROP" TREES DO NOT REQUIRE DISPOSAL. BRUSH OCCURRING ADJACENT TO LARGE TREES IS CONSIDERED INCIDENTAL AND SHALL ALSO BE REMOVED.	LUMP SUM	NA	NA	

A8. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
(in writing)

\$ _____ DOLLARS AND _____ CENTS
(in figures)

A8. ALTERNATES:

**VAN PATTEN WOODS FOREST PRESERVE
 PHASE 2 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
ALT1	BID ALTERNATE #1: SELECTIVE CLEARING OF UNDERSTORY AND OVERSTORY TREES & SHRUBS WITHIN IDENTIFIED UNITS; INCLUDES STUMP HERBICIDE TREATMENT, BRUSH/SLASH DISPOSAL AND FOLLOW-UP HERBICIDE TREATMENT	ACRE	1.8		
ALT2	BID ALTERNATE #2: FORESTRY MOWING AND SELECTIVE CLEARING OF UNDERSTORY AND OVERSTORY TREES & SHRUBS WITHIN IDENTIFIED UNITS; INCLUDES STUMP HERBICIDE TREATMENT, BRUSH/SLASH DISPOSAL AND FOLLOW-UP HERBICIDE TREATMENT	ACRE	6.1		

**A9. WADSWORTH SAVANNA FOREST PRESERVE
 PHASE 6 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	32.1		
2.	BRUSH REMOVAL	ACRE	32.1		
3.	RESPROUT TREATMENT	ACRE	32.1		

A9. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

A10. WOODLAND HABITAT RESTORATION PHASE 3 CLEARING PROJECT

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	CANOPY TREE REMOVAL AND STUMP HERBICIDE TREATMENT (INCLUDES TREES TO BE FELLED AND NOT HAULED, WITHIN 4 WORK SITES)	TREE	792		
2.	GIRDELING TREES (WITHIN 4 WORK SITES)	TREE	234		
3.	HAULING AND REMOVAL OF LOGS (FROM 4 WORK SITES)	TREE	722		
4.	REMOVAL OF BRUSH VIA BURNING OR CHIPPING (TREE CROWNS, BRANCHES, FROM 4 WORK SITES)	WORK SITE	4		
5.	RESPROUT TREATMENT – LLOYDS WOODS ONLY	TREE	149		
6.	CONTINGENCY (PERCENTAGE OF NO 1+2+3+4+5)		20%		

A10. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
(in writing)

\$ _____ DOLLARS AND _____ CENTS
(in figures)

**A10. ALTERNATES:
WOODLAND HABITAT RESTORATION PHASE 3 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
ALT1	CLEARING OF LOW DENSITY INVASIVE WOODY SMALL STEMS AT MACARTHUR WOODS – INCLUDES INITIAL CUT, STUMP HERBICIDE, BRUSH REMOVAL AND RESPROUT TREATMENT PER ATTACHMENT B WITHIN 42.4 ACRES (~1700 PERSON HOURS)	ACRE	42.4		
ALT2	HAULING AND REMOVAL OF 80 PRE-CUT LOGS FROM ELM ROAD WOODS	EA	80		

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item (if any) are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 14 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents, and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations, and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders the Bid Security as specified in Section 7 of the Invitation for Bidder's Proposals in the sum of _____ dollars (\$ _____), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards the Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent (10%) of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal, and reserves such other rights as are set forth in Section 14 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 2017

Attest/Witness:

Bidder

By: _____ By: _____

Title: _____ Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS

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BIDDER'S SWORN ACKNOWLEDGMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. CORPORATION

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. PARTNERSHIP

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement, dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

3. INDIVIDUAL

Bidder is an individual whose full name is _____, whose residence address is _____, and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows:

_____.

4. JOINT VENTURE

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of ____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME	(ENTITY TYPE)	ADDRESS
_____	()	_____
_____	()	_____
_____	()	_____

[For each signatory indicate type of entity (Corporation=C; Partnership=P; Individual=I) and provide, on separate sheets, the information required in Paragraph 1, 2 or 3 above, as applicable.]

DATED this _____ day of _____, 2017

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
before me this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

{SEAL}

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

[IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS]

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. NATURE OF BUSINESS

State the nature of Bidder's business:

2. COMPOSITION OF WORK

During the past three years, Bidder's work has consisted of:

_____ % Federal Forces _____ % as Contractor
_____ % Other Public _____ % as Subcontractor
_____ % Private

3. YEARS IN BUSINESS

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years.

4. PREDECESSOR ORGANIZATIONS

If Bidder has been in business under its current name and organization for less than five (5) years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. BUSINESS LICENSES

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. CURRENT WORKLOAD

Provide a complete list of current workload, percent of completion, and expected completion dates.

PROJECT 1 CURRENT

Project Name: _____
Project Location: _____
Type of Work _____
Contract Amount _____ Percent Complete: _____ Expected Completion: _____
Reference Person: _____ Reference Phone _____

PROJECT 2 CURRENT

Project Name: _____
Project Location: _____
Type of Work _____
Contract Amount _____ Percent Complete: _____ Expected Completion: _____
Reference Person: _____ Reference Phone _____

PROJECT 3 CURRENT

Project Name: _____
Project Location: _____
Type of Work _____
Contract Amount _____ Percent Complete: _____ Expected Completion: _____
Reference Person: _____ Reference Phone _____

DATED this _____ day of _____, 2017

Attest/Witness: _____
Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

{SEAL}

SEE GENERAL INSTRUCTIONS TO BIDDER, SECTION 7,
FOR SIGNATURE REQUIREMENTS

BIDDER ORGANIZATIONAL AND EXPERIENCE CHART

Each Bidder must fully provide information about the experience of the Bidder's designated Project Manager, Field Crew Leader, and Laborers as requested below. **If a Bidder is bidding on more than one project, Owner shall request the Bidder provide reasonable assurances that the more than one project can be completed in a single winter (e.g., realistic schedule and sequence of work and proposed methods of cutting) or that the bidder provide additional crew resources that meet the specifications below.**

NAME

**YEARS WITH
COMPANY**

**YEARS
EXPERIENCE**

Project Manager _____

Supervises and coordinates all scheduling of work, allocation of resources to the project, submission of pay requests and preparation and submission of herbicide application records.

Field Crew Leader _____

Implements all phases of work, maintaining quality control, overseeing on-site day-to-day operations of the project, assessing site conditions, overseeing herbicide mixing, field operations, including equipment use and access, and herbicide application. Field Crew Leader must be present on the project site daily, during project implementation.

The Field Crew Leader must have a minimum of 3 years of experience overseeing invasive woody clearing projects and must have experience on at least two projects where selective thinning of mature canopy trees was a component of the project. These projects should include native plant identification of Midwest flora; herbicide application using a wick or sponge method; selective hand clearing. Please list the projects the Field Crew Leader has managed which included these components in the table below:

PROJECT 1

PROJECT 2

PROJECT 3

PROJECT/NAME:			
NATIVE PLANT COMMUNITY TYPE*			
ACREAGE			
HERBICIDE METHODS			
# OF CREW SUPERVISED			
OWNER'S CONTACT REFERENCE (INDIVIDUAL WHO IS MOST FAMILIAR WITH THE PROJECT)			
CONTACT PHONE #			

*Examples include but are not limited to: prairies, wetlands, woodlands, savannas, forest, ravines, flatwoods, streams, fens, bogs, rivers, and lakes.

Herbicide Laborers Experience

For every employee applying herbicides, list the three most recent years your employee has been licensed to apply herbicides by the State of Illinois.

A minimum of 50% of the employees applying herbicides must have three years of licensed experience. Include subcontractors if you plan to include them in your bid proposal.

EMPLOYEE NAME	YEARS WITH COMPANY COMPLETING RESTORATION WORK	YEARS LICENSED	INDICATE IF THE LICENSE IS APPLICATOR OR OPERATOR	IF LICENSED AS AN APPLICATOR LIST WHICH CATEGORIES

Native Plant Flora Identification

Please indicate the employee on site responsible for identifying native flora during the period the work is being completed.

EMPLOYEE NAME

YEARS WITH COMPANY

YEARS EXPERIENCE

All other employees assigned by the Contractor shall be fully capable, experienced and trained in the Work employed to perform.

Equipment Operators Experience

For every employee operating equipment used to cut or haul logs, brush, or bucked material, list the years of experience your employee has operating the equipment and type of equipment operated.

All Equipment Operators must have at least 5 years of experience using standard tree clearing or logging equipment, such as feller bunchers, in forested or woodland communities. *Forestry mowers will have extremely limited use in this project; therefore, experience should reflect the operation of equipment other than forestry mowers.* Include subcontractors if you plan to include them in your bid proposal.

EMPLOYEE NAME THAT WILL WORK ON THE PROJECT	YEARS WITH COMPANY OPERATING CLEARING EQUIPMENT	TYPE OF EQUIPMENT EXPERIENCED WITH	NATIVE COMMUNITIES WHERE EQUIPMENT HAS BEEN OPERATED

Provide a list of equipment, machinery, tools, and vehicles that you plan to dedicate to the project by your company or that you plan to rent for the project:

Item	Type of Equipment, Machinery, Tool or Vehicle (make, model, year)	Is Item Owned (O) or Rented (R)?	Qty of this Item used on this Project	What will Item be used for during this Project?	Have You Operated this Item prior to this Project?
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Dedicated Brush Pile Burn Boss

Please indicate the employee (s) on site that have successfully completed the National Wildfire Coordinating Group S-130 Firefighter Training and S-190 Introduction to Fire Behavior or successfully completed the Midwest Ecological Prescription Burn Crew Member Training and whom are responsible for monitoring weather conditions, fire behavior and brush pile burn operations at the Work Site each day brush piles are being burned.

EMPLOYEE NAME

YEARS WITH COMPANY

YEARS EXPERIENCE

Current Organization Workload

Provide a complete list of current workload, percent of completion, and expected completion dates.

PROJECT 1

Project Name: _____
Project Location: _____
Type of Work _____
Contract Amount _____ Percent Complete: _____
Expected Completion: _____ Reference Person: _____
Reference Phone _____

PROJECT 2

Project Name: _____
Project Location: _____
Type of Work _____
Contract Amount _____ Percent Complete: _____
Expected Completion: _____ Reference Person: _____
Reference Phone _____

PROJECT 3

Project Name: _____
Project Location: _____
Type of Work _____
Contract Amount _____ Percent Complete: _____
Expected Completion: _____ Reference Person: _____
Reference Phone _____

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REFERENCE FORM

To demonstrate qualifications to perform the Work outlined in this Bid Package and Addenda, if any, each Bidder either individually or in conjunction with its designated subcontractors must:

List below satisfactorily completed (within last 5 years) PROJECTS of similar scope and size to the WORK. **Do not include construction, landscaping, transportation or utility projects.**

Project must meet the project requirements below.

Bidders shall provide a minimum of three references that reflect all the following conditions and experience:

Hand clearing of trees and shrubs, brush pile burning, stump herbicide via wick application and foliar wick application during the growing season to resprouts and small stems within Illinois Natural Area Inventory Sites or native communities of high floristic quality (FQI 25 or higher) that were successfully completed *and* which avoided reasonable negative impact to the native vegetation that co-occurred with the target invasive plant species.

Mechanical clearing of trees and shrubs using skidsteers and or tracked excavators with sheer, feller buncher, and mower attachments that included stump herbicide via wick application and foliar wick application during the growing season to resprouts and small stems within Natural Areas that were successfully completed *and* which avoided reasonable negative impact to the native vegetation that co-occurred with the target invasive plant species.

Projects must be at least 30 acres of treatment within a 30-acre or larger project area.

All Project references shall demonstrate the contractor's ability to initiate or accelerate the recovery of an ecosystem or natural landscape with respect to its ecological health, integrity and sustainability. This includes:

- Ability to identify native trees, shrubs, vines and herbaceous plants

- Knowledgeable of wick herbicide application methods and how to implement them

- Experience with hand clearing of woody species

- Experience with implementation of brush pile burning, monitoring of fire weather and fire behavior, and selection of appropriate burn pile locations.

- Experienced in the preparation of herbicide mixes including mix ratios to achieve desired active ingredient concentrations, addition of surfactants, water conditioners and dyes

- Experience with suitable site conditions for access

- Experience with the various herbicides and their appropriate applications

- Experience with project management for restoration projects

Reference projects shall be projects that are conducted on and are restoring or enhancing a natural landscape. This includes native communities, such as: prairies, wetlands, woodlands, savannas, forest, ravines, flatwoods, streams, fens, bogs, rivers, and lakes.

Areas that are cultural landscapes shall not be considered as reference projects. This includes: landscaping and/or maintenance for such projects as roadsides, ditches, golf courses, native gardens, native landscaping, wetland creation, cultural fields/pastures, business, commercial campuses and residential properties. Also excluded are non-selective clearing projects where sites have been made ready for development.

	<u>PROJECT 1</u>	<u>PROJECT 2</u>	<u>PROJECT 3</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Reference Name	_____	_____	_____
Ref. Phone Number	_____	_____	_____
Project Name	_____	_____	_____
Type of Work	_____	_____	_____
Contractor (if Bidder was subcontractor)	_____	_____	_____
Amount of Contract	\$ _____	\$ _____	\$ _____
Project Location	_____	_____	_____
Project Manager	_____	_____	_____
Project Acreage	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 2017

Attest/Witness: _____
Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

{SEAL}

LIST OF SUBCONTRACTORS

Each Bidder shall list below each subcontractor to be engaged by Bidder for the performance of any part of the Work. Although the information provided in the list may be used by Owner to assess the Bidder's Proposal, the requirement that such information be provided shall not be deemed to dictate to Bidder the specific subcontractors it must engage or to indicate that Owner will accept a Bidder's Proposal only if specified individuals are included as subcontractors.

Subcontractor: _____

Address: _____

Phone #: (____) _____

Work to be performed: _____

Subcontractor: _____

Address: _____

Phone #: (____) _____

Work to be performed: _____

Subcontractor: _____

Address: _____

Phone #: (____) _____

Work to be performed: _____

Subcontractor: _____

Address: _____

Phone #: (____) _____

Work to be performed: _____

Subcontractor: _____

Address: _____

Phone #: (____) _____

Work to be performed: _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and _____,
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____,
hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899
West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and
just sum of _____ Dollars (\$ _____),
for the payment of which sum of money will and truly be made, Bidder and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated _____, 2017 to Owner
entitled "WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT MULTIPLE PRESERVES" –
Bidder's proposal" (the "Proposal"), the terms and conditions of which are by this reference incorporated
herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely
submit all additional information that is required of it and, if the Proposal shall be accepted by Owner,
Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of
it; (2) timely execute the Contract and the Contractor's Certification, in the form included in the bound Bid
Package, and all other required documentation related to the Contract; and (3) in all other respects,
perform the agreement created by Owner's acceptance of the Proposal, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond
shall be in no way impaired or affected by any extension of the time within which Owner may accept the
Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of
Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than
Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____, 2017

Attest/Witness:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

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NOTICE OF AWARD

TO: SUCCESSFUL BIDDER
ADDRESS OF SUCCESSFUL BIDDER
CITY, STATE, & ZIP
("Contractor")

FROM: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048
("Owner")

ON THE _____ DAY OF _____, 2017, Owner found to be most favorable to the interests of Owner, the Bidder's Proposal submitted by Contractor and dated on the _____ day of _____, 2017, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the Work (as defined in Article I of the Contract) and to do all other things required of the Contractor by the Contract and to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at **10:00 a.m. local time** on the _____ day of _____, 2017, at the above-listed office of Owner at which time the Contract will be executed by Owner, provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 16 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 16, and 17 of the General Instructions to Bidders.

DATED this _____ day of _____, 2017

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Christine Miller
Purchasing Manager

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CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
(NAME OF SUCCESSFUL BIDDER)
FOR THE
WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT
MULTIPLE PRESERVES
62806-18002-885

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CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVES
AND
(NAME OF SUCCESSFUL BIDDER)
FOR THE
WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT
MULTIPLE PRESERVES
62806-18002-885

In consideration of the mutual promises set forth below, the Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, a public corporation ("Owner"), and (NAME AND ADDRESS OF SUCCESSFUL BIDDER) a (FORM OF ORGANIZATION)("Contractor"), make this Contract as of the ____ day of ____, 2017, and hereby agree as follows:

ARTICLE 1
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide perform, and complete all of the following, all of which is herein referred to as the "Work:"

A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

B. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

D. Taxes. Pay all applicable federal, state, and local taxes.

E. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

F. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner consistent with the highest standards of professional and construction practices and in full compliance with and as required by or pursuant to this Contract; and with the greatest economy, efficiency, and expedition consistent therewith with only new, undamaged, and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The Commencement Date, the rate of progress (as set forth in the "Work Schedule" to be prepared as set forth in Attachment A), and the Completion Date are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide two (2) complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8.5 inch by 11-inch paper. Two (2) blue line prints and one (1) sepia transparency of each drawing shall be provided. All drawings shall be clearly marked in the lower right hand corner with the names of Owner/Architect/Engineer and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review, with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at or in the vicinity of the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that different conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two (2) workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two (2) sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent and has the necessary capital, facilities, plant, organization, and staff to provide, perform, and complete the Work in full compliance with and as required by or pursuant to this Contract. Without limiting the preceding sentence, Contractor shall employ staff with the same or superior experience as the staff identified in the Bidder Organizational and Experience Chart included in Bidder's Sworn Work History Statement.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with and as required by or pursuant to this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the work in full compliance with and as required by or pursuant to this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incidental to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring, and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring, and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures, and landscaping of all kinds, and all other public or private property that may be encountered or endangered in providing, performing, and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to and any loss suffered by the Work, and any damage done to and any loss suffered by the Work Site or other property as a result of the Work. The Contractor is responsible for immediate resolution of any damages and other incidents resulting from the use of chemicals. These incidents include but are not limited to spills, smoke, fumes, and vapors. The contractor will bear all cost for the resolution of these incidents. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization

unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to and approved in advance by Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with and as required by or pursuant to this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work by Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Acceptance or Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Acceptance of the Work or Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right for its convenience to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work performed in compliance with and as required by or pursuant to this Contract up to the effective date of termination together with ten percent (10%) of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right by written order executed by Owner to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt of such Change Order and, if not made prior to such time, shall be deemed conclusively to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to or claimed by Contractor because of hindrances or delays from any cause in the commencement prosecution or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection, Testing, Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract. The warranty herein expressed shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Warranty Period, Repairs, Extension of Warranty. Contractor shall promptly and without charge correct any failure to fulfill the above warranty that may be discovered or develop at any time within one (1) year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract, or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one (1) year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guarantee or warranty, Contractor shall be solely responsible for obtaining said guarantee or warranty in a form satisfactory to Owner and assigning said guarantee or warranty to Owner. Acceptance of any assigned guarantees or warranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guarantee or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two (2) business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make or undertake with due diligence to make the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, in the forms attached to this Contract, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. Such policies shall be in a form, and from companies acceptable to Owner. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days, after written notice thereof, shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses that may arise or be alleged to have arisen out of or in connection with Contractor's performance of or failure to perform the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay or reimburse Contractor for any state or local sales, use or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work, as well as all taxes, contributions, and premiums for unemployment insurance, old age, or retirement benefits, pension, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in a form provided by or approved by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than thirty (30) days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of and partial or final waivers of lien covering all Work for which payment is then requested; and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract price or any other consideration for the Work. Any and all Progress payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete or otherwise not in full compliance with or as required by or pursuant to this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with and as required by or pursuant to this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than sixty (60) days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for, or on account, of any act or neglect of Owner arising out of, relating to, or in connection, with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to the work or the Work Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to ensure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with the Work or this Contract ("Lien"), and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall promptly and without charge discharge, remove or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal, but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two (2) business days after receipt of such requirement, direction, instruction, interpretation, determination or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three (3) business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute or has delayed in the prosecution of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- (a) Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- (b) Owner may perform or have performed all Work necessary to cure such Event of Default and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
- (c) Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Work, or part thereof and make an equitable reduction in the Contract Price.
- (d) Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- (e) Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
- (f) Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor

shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

(g) Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

(h) Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor in full compliance with and as required by or pursuant to this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work, but charge to Contractor and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor, and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in nor done pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners or joint ventures between Owner and Contractor, or (2) except as provided in Paragraph 6.3(f) above to create any relationship between Owner and any subcontractor or supplier of Contractor. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue, any license or permit to Contractor or any subcontractor.

7.3 No Collusion/ Prohibited Interests

Contractor hereby represents that the only persons, firms or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part; (2) assign any of Contractor's rights or obligations under this Contract; or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner; nor any order by Owner for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials or supplies; nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

LAKE COUNTY FOREST PRESERVE DISTRICT

1899 WEST WINCHESTER ROAD

LIBERTYVILLE, ILLINOIS 60048

ATTENTION: DEBBIE MAURER

Notices and communications to Contractor shall be addressed to, and delivered to, the following address:

NAME OF SUCCESSFUL BIDDER

ADDRESS OF SUCCESSFUL BIDDER

CITY, STATE, ZIP CODE

ATTENTION:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means. By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

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 (1) required or applicable governmental permits, licenses, grants, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work; and (2) applicable statutes, ordinances, rules and regulations, including without limitation, the Prevailing Wage Act, 820 ILCS 130/0/01 et seq. (in furtherance of which a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract, and if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of or requiring affirmative action based on race, creed, color, national origin, age, sex or other prohibited classification, including without limitation, the Americans with Disabilities Act of 1990,

42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act; and applicable federal labor laws including 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 revising, codifying and enacting without substantive changes the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c).

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Contractor's or its subcontractors' or suppliers' performance of or failure to perform the Work or any part thereof.

Nothing in this Contract shall be construed to waive or limit Owner's authority to regulate any matter falling within its regulatory authority, including the activities of Contractor, its subcontractors, or any other person, or the Work or the Work Site.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on or the incorporation into the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value for review by Owner. If Owner should disapprove the offered substitutes and should elect in lieu of a substitution to have supplied, and to retain and use any such equipment, materials, supplies, tools, appliances, devices, processes or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two (2) original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Julie Gragnani

Title: Secretary

Alex Ty Kovach

Title: Executive Director

Attest/Witness

(NAME OF SUCCESSFUL BIDDER)

By: _____

(EXECUTING OFFICER)

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS }
COUNTY OF } SS

CONTRACTOR'S CERTIFICATION

(CONTRACTOR'S EXECUTIVE OFFICER), being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2017

Attest/Witness

NAME OF SUCCESSFUL BIDDER

By: _____
(EXECUTING OFFICER)

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day of
_____, 2017

My Commission Expires: _____

Notary Public

{SEAL}

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ATTACHMENT A
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Lake County Forest Preserve District (Owner) is bidding out 10 (ten) clearing projects located throughout Lake County. Each project is described under Attachment B, Section 2 (Title, Description, Coordination, Goals, and Scope of Clearing Operations). Any exceptions to the standard clearing specifications outlined in Section 3, 4 and 5 and Attachment D shall be noted in Section 2. In general, the Work of these projects includes all labor, equipment, and materials to selectively remove invasive woody trees and shrubs and thin select native species. Owner-approved cutting methods shall be described in Section 2 and Section 3. Extreme care shall be taken when conducting work within the Work Sites to lessen damage to native vegetation. Work shall include cutting, log removal (select projects only), brush pile burning or chipping, selective wick herbicide application to cut stumps and follow-up foliar wick application to resprouts and small stems.

During snow fall, recreational trails are not plowed and special consideration of trail users will be necessary. When conditions are favorable for cross country skiing, Contractor shall minimize use of trail access as much as possible. Public access will remain open during the duration of the project.

2. Work Sites:

**Captain Daniel Wright Woods
Forest Preserve**
Lincolnshire, Illinois

Greenbelt Forest Preserve
North Chicago, Illinois

Cuba Marsh Forest Preserve
Barrington, Illinois

Lakewood Forest Preserve
Wauconda, Illinois

Ethel's Woods Forest Preserve
Old Mill Creek, Illinois

Van Patten Forest Preserve
Wadsworth, Illinois

Fourth Lake Forest Preserve
Lindenhurst, Illinois

Wadsworth Savanna Forest Preserve
Wadsworth, Illinois

Grant Woods Forest Preserve
Lake Villa, Illinois

Woodland Habitat Restoration Project
includes multiple sites: *MacArthur Woods/ Ryerson
Woods/Lloyds Woods/Captain Daniel Wright
Woods Forest Preserves*, Lake County, Illinois

3. Permits, Licenses, Approvals, and Authorizations:

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

EPA Open Burn Permit, NPDES, Illinois Nature Preserves Commission Approval, ECOCAT

4. Commencement Date:

December 15, 2017

As a Required Submittal pursuant to Section 1.3 of this Contract, within ten (10) days after the Closing, Contractor shall submit to Owner a detailed schedule of the Work (the "Work Schedule") that (1) states the time of beginning and completion of every major component of the Work; (2) logically and realistically relates the performance of each major component of the Work to each other major component of the Work and to the whole of the Work in a manner that demonstrates that Contractor has allowed sufficient time to complete each major component without interfering or delaying any other major component; and (3) does not conflict with the Contract. If Owner rejects a submitted Work Schedule because it does not comply with this Contract, Owner shall notify Contractor in writing, specifying the reasons for non-compliance. Within two (2) business days thereafter, Contractor shall submit a revised Work Schedule to Owner. If a Work Schedule is acceptable to Owner, Owner shall notify Contractor in writing. The parties shall amend the Work Schedule as necessary to be consistent with any Change Order related to the Contract Time.

5. Completion Date:

August 1, 2018, plus extensions, if any, authorized by a Change Order issued pursuant to Article II of the Contract.

6. Insurance Coverages

All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall include the District named as additional insured.

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. \$1,000,000 - injury per occurrence
 - b. \$ 500,000 - disease per employee
 - c. \$ 500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - a. \$ 500,000 - per person
 - b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

- (1) General Aggregate: \$2,000,000

- (2) Bodily Injury:
 - a. \$ 2,000,000 - per person
 - b. \$ 2,000,000 - per occurrence
- (3) Property Damage:
 - a. \$ 2,000,000 - per occurrence
 - b. \$ 2,000,000 - aggregate
- (4) Other Coverages:
 - Premises/Operations
 - Products/Completed Operations (to be maintained for two years following Final Payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted
 - Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad tracks.
 - All employees shall be included as insured's.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Deductible. Each policy shall have a deductible or self-insured retention less than \$10,000.00.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Comprehensive Motor Vehicle Liability

Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

Lake County Forest Preserve District (Owner)

G. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.

- H. Evidence of Insurance. Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.
- I. Owner's and Contractor's Protective Liability Insurance (required if hiring sub-contractors). Contractor, at its sole cost and expense, shall purchase this insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

7. Contract Price SCHEDULE OF PRICES

A. Unit Price Contract

For providing, performing, and completing all Work, the total Contract Price, which is the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items (including Base Bid Items and Alternate Bid Items) listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item. Bidder acknowledges that the total Contract Price will depend on the number of Base Bid Items and Alternate Bid Items accepted by Owner and the Unit Prices accepted by Owner:

COMPLETE TABLES AS INDICATED

**A1. CAPTAIN DANIEL WRIGHT WOODS FOREST PRESERVE
 WETLAND MITIGATION CLEARING**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	67		
2.	BRUSH REMOVAL	ACRE	67		
3.	RESPROUT TREATMENT	ACRE	67		

A1. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A2. CUBA MARSH FOREST PRESERVE
 PHASE 4 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	18.5		
2.	CUTTING AND STUMP HERBICIDE TREATMENT OF SELECT TREES IN A 6 ACRE AREA	EACH	190		
3.	BRUSH AND TREE REMOVAL	ACRE	24.5		
4.	RESPROUT TREATMENT (ALL CUT MATERIAL)	ACRE	24.5		

A2. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A3. ETHEL'S WOODS FOREST PRESERVE
 PHASE 1 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	40		
2.	BRUSH REMOVAL	ACRE	40		
3.	RESPROUT TREATMENT (ALL CUT MATERIAL)	ACRE	40		

A3. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A4. FOURTH LAKE FOREST PRESERVE
PHASE 1 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL TREE CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	16		
2.	BRUSH REMOVAL	ACRE	16		
3.	RESPROUT TREATMENT	ACRE	16		

A4. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
(in writing)

\$ _____ DOLLARS AND _____ CENTS
(in figures)

**A5. GRANT WOODS FOREST PRESERVE
PHASE 2 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	32		
2.	BRUSH REMOVAL	ACRE	32		
3.	RESPROUT TREATMENT	ACRE	32		
4.	CONTINGENCY (PERCENTAGE OF NO 1+2+3)		20%		

A5. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
(in writing)

\$ _____ DOLLARS AND _____ CENTS
(in figures)

**A5. ALTERNATE:
GRANT WOODS FOREST PRESERVE
PHASE 2 CLEARING PROJECT BID ALTERNATES**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
ALT1	FORESTRY MOWING AND RESPROUT TREATMENT OF 12.8 ACRES PER SPECIFICATIONS IN ATTACHMENT B	ACRE	12.8		

**A6. GREENBELT FOREST PRESERVE
 PHASE 4 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	35		
2.	BRUSH REMOVAL	ACRE	35		
3.	RESPROUT TREATMENT	ACRE	35		

A6. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A7. LAKEWOOD FOREST PRESERVE SCHREIBER LAKE
 OAK WOODLAND PHASE 4 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	15.2		
2.	BRUSH REMOVAL	ACRE	15.2		
3.	RESPROUT TREATMENT	ACRE	15.2		
4.	CONTINGENCY (PERCENTAGE OF NO 1+2+3)		10%		

A7. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

**A8. VAN PATTEN WOODS FOREST PRESERVE
PHASE 2 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT WITHIN "SELECTIVE CLEARING" UNITS	ACRE	21.0		
2.	BRUSH REMOVAL – "SELECTIVE CLEARING" UNITS	ACRE	21.0		
3.	RESPROUT TREATMENT – "SELECTIVE CLEARING" UNITS	ACRE	21.0		
4.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT WITHIN "FORESTRY MOWING" UNITS	ACRE	12.6		
5.	BRUSH REMOVAL – "FORESTRY MOWING" UNITS	ACRE	12.6		
6.	RESPROUT TREATMENT – "FORESTRY MOWING" UNITS	ACRE	12.6		
7.	REMOVAL OF ~30 INDIVIDUAL TREES WITHIN IDENTIFIED AREAS. REMOVAL INCLUDES CUTTING, STUMP HERBICIDE TREATMENT AND RESPROUT TREATMENT. "DROP" TREES DO NOT REQUIRE DISPOSAL. BRUSH OCCURRING ADJACENT TO LARGE TREES IS CONSIDERED INCIDENTAL AND SHALL ALSO BE REMOVED.	LUMP SUM	NA	NA	

A8. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
(in writing)

\$ _____ DOLLARS AND _____ CENTS
(in figures)

A8. ALTERNATES:

**VAN PATTEN WOODS FOREST PRESERVE
PHASE 2 CLEARING BID ALTERNATES**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
ALT1	BID ALTERNATE #1: SELECTIVE CLEARING OF UNDERSTORY AND OVERSTORY TREES & SHRUBS WITHIN IDENTIFIED UNITS; INCLUDES STUMP HERBICIDE TREATMENT, BRUSH/SLASH DISPOSAL AND FOLLOW-UP HERBICIDE TREATMENT	ACRE	1.8		
ALT2	BID ALTERNATE #2: FORESTRY MOWING AND SELECTIVE CLEARING OF UNDERSTORY AND OVERSTORY TREES & SHRUBS WITHIN IDENTIFIED UNITS; INCLUDES STUMP HERBICIDE TREATMENT, BRUSH/SLASH DISPOSAL AND FOLLOW-UP HERBICIDE TREATMENT	ACRE	6.1		

**A9. WADSWORTH SAVANNA FOREST PRESERVE
 PHASE 6 CLEARING PROJECT**

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	INITIAL CLEARING AND STUMP HERBICIDE TREATMENT	ACRE	32.1		
2.	BRUSH REMOVAL	ACRE	32.1		
3.	RESPROUT TREATMENT	ACRE	32.1		

A9. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

A10. WOODLAND HABITAT RESTORATION PHASE 3 CLEARING PROJECT

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	CANOPY TREE REMOVAL AND STUMP HERBICIDE TREATMENT (INCLUDES TREES TO BE FELLED AND NOT HAULED, WITHIN 4 WORK SITES)	TREE	792		
2.	GIRDELING TREES (WITHIN 4 WORK SITES)	TREE	234		
3.	HAULING AND REMOVAL OF LOGS (FROM 4 WORK SITES)	TREE	722		
4.	REMOVAL OF BRUSH VIA BURNING OR CHIPPING (TREE CROWNS, BRANCHES, FROM 4 WORK SITES)	WORK SITE	4		
5.	RESPROUT TREATMENT – LLOYDS WOODS ONLY	TREE	149		
6.	CONTINGENCY (PERCENTAGE OF NO 1+2+3+4+5)		20%		

A10. TOTAL BASE BID PRICE

_____ DOLLARS AND _____ CENTS
 (in writing)

\$ _____ DOLLARS AND _____ CENTS
 (in figures)

A10. ALTERNATES:

WOODLAND HABITAT RESTORATION PHASE 3 CLEARING PROJECT

NO	PRODUCT	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
ALT1	CLEARING OF LOW DENSITY INVASIVE WOODY SMALL STEMS AT MACARTHUR WOODS – INCLUDES INITIAL CUT, STUMP HERBICIDE, BRUSH REMOVAL AND RESPROUT TREATMENT PER ATTACHMENT B WITHIN 42.4 ACRES (~1700 PERSON HOURS)	ACRE	42.4		
ALT2	HAULING AND REMOVAL OF 80 PRE-CUT LOGS FROM ELM ROAD WOODS	EA	80		

8. Progress Payments

A. General. Owner shall pay to Contractor ninety percent (90%) of the Value of Work determined the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate, of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed ninety percent (90%) of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge

One Thousand Dollars (\$ 1,000.00)

ATTACHMENT B
SPECIFICATIONS

SECTION 1 WOODY INVASIVE PLANT MANAGEMENT OVERVIEW AND GENERAL REQUIREMENTS

The Lake County Forest Preserve District (Owner) conducts removal of invasive woody species as part of a Land Management Program to restore and enhance woodlands, savannas, prairies and wetlands to increase the health, diversity, and sustainability of flora and wildlife populations and to restore or enhance ecosystem services. The Owner intends to conduct woody invasive plant clearing work in several forest preserves (Projects). **The Work of each project is described in detail in Section 2**, and for each project includes all labor, equipment, and materials to selectively remove invasive woody trees and shrubs and thin native species by hand cutting with chainsaws and/ or mechanically. Staging, parking, access to the project areas (Work Site) is described for each project in Section 2. Extreme care shall be taken when conducting work within each Work Sites to lessen damage to native vegetation.

Work for each project shall include cutting, brush pile burning, chipping (including offsite disposal) and or log hauling (see project descriptions if scope includes hauling of logs), selective wick herbicide application to cut stumps and follow-up foliar wick application to resprouts and small stems.

The Contractor(s) awarded the work described herein shall provide project management and field crew staff for each awarded project with the skills and experience necessary to complete habitat restoration work in natural areas, including the following:

1. Contractor's Field Crew Leader shall have at least 3 years' experience overseeing clearing projects of similar size in a natural areas setting.
2. 50% of the clearing crew must have at least 3 years' experience conducting clearing projects in a natural areas setting.
3. At least 50% of the members of the field crew who apply herbicide for stump treatment and follow-up for resprouts and small stems must have at least 3 years' experience applying herbicide in natural area settings. Crew members with lesser experience shall be paired with a crew member that has 3 or more years of experience working in natural areas.
4. Each crew member that applies herbicide shall be either a State of Illinois licensed applicator or licensed operator working under a licensed applicator.
5. Contractor can provide at least one employee who has successfully completed the National Wildfire Coordinating Group S-130 Firefighter Training and S-190 Introduction to Fire Behavior or successfully completed the Midwest Ecological Prescription Burn Crew Member Training and can be designated as a Brushpile Burn Boss.

SECTION 2 PROJECT DESCRIPTIONS

2.1. CAPTAIN DANIEL WRIGHT WOODS FOREST PRESERVE WETLAND MITIGATION CLEARING

A. Project Description:

The work of this project includes all labor, materials and equipment to remove approximately 80-90% of understory, non-oak trees and shrubs species (dbh < 12 inches) across 67 acres of Oak Woodland and Northern Flatwoods communities and selectively girdle 25 trees of varying sizes in the Work Site. Special care must be taken to not adversely impact this ecologically sensitive area. Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders etc.), girdling, brush disposal via brush pile burning or chipping, selective wick herbicide application to cut stumps and follow-up wick foliar application of resprouts.

Execution of a contract for this work is dependent on the Owner receiving wetland mitigation funds from an outside governmental partner.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public

Primary Contact: Debbie Maurer, Manager of Ecological Restoration

Phone: (847) 276-6943

Email: dmaurer@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species 2 feet taller or taller.
2. 100% removal of select native species.
3. Selective removal of 90% of Sugar Maple and Basswood 12" dbh or less.
4. Selective removal of 75% of Elm 12" dbh or less.
5. Selective girdling of 25 trees greater than 14 inches dbh (to be marked by Owner).
6. Removal of all dead Ash within 100 feet of the trail or parking lot.
7. Disposal of all cut woody material via brushpile burning or chipping unless trees are marked for girdling.
8. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

Woody species removal includes:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

<i>Acer ginnala</i>	<i>Lonicera x bella</i>
<i>Acer plantanoides</i>	<i>L. maackii</i>
<i>Ailanthus altissima</i>	<i>L. morrowii</i>
<i>Alnus glutinosa</i>	<i>L. tatarica</i>
<i>Berberis sp.</i>	<i>Rhamnus cathartica</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus frangula</i>
<i>Elaeagnus sp.</i>	<i>Robinia pseudoacacia</i>
<i>Euonymus alatus</i>	<i>Rosa multiflora</i>
<i>Frangula alnus</i>	<i>Populus alba</i>
<i>Ligustrum sp.</i>	<i>Pyrus sp.</i>
<i>Malus pumila</i>	<i>Ulmus pumila</i>
<i>Morus alba</i>	

- 100% removal of *Acer saccharinum* (project area does not include the floodplain), *Acer negundo*, *Populus deltoides*, and *Catalpa sp.*
- 2. 90% removal of *Acer saccharum* and *Tilia Americana* 12" dbh or less
- 3. 75% removal of *Ulmus sp.* 12" dbh or less.
- 4. Selective girdling of 25 of trees to be marked by Owner
- 5. 100% of all Ash (*Fraxinus spp.*), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.

E. Access:

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from the main parking lot at Captain Daniel Wright Woods. All staging of vehicles and equipment shall be on Owner's land within the parking lot or along the trails. All vehicles brought on the trail shall be pulled off to the side to allow trails users to pass by. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

2.2. CUBA MARSH FOREST PRESERVE PHASE 4 CLEARING PROJECT

A. Project Description:

The Work of this project includes all labor, equipment, and materials to selectively remove invasive woody trees and shrubs and thin native species by hand cutting with chainsaws and mechanically cutting from 18.5 acres and removing 190 trees (within a 6 acre area) at Cuba Marsh, located near Lake Zurich

18.5 acres are characterized by dense thickets of varying diameter sizes of invasive woody species, while an additional 6 acres contain of 190 trees slated for removal.

The goal of this project is to enlarge the grassland habitat and improve prescribed fire management by removing thickets of invasive woody plants. Work shall include cutting, brush pile burning, selective wick herbicide application to cut stumps and follow-up foliar wick application to resprouts and small stems.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Ken Klick, Restoration Ecologist

Phone: (847) 489-6174

Email: kklick@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species greater than 2 feet tall regardless of diameter.
2. Selective removal of native species greater than 2 feet tall, of varying sizes and species.
3. Selective removal of 190 trees.
4. Disposal of all remaining cut woody material via brushpile burning chipping, or hauling of logs unless trees are marked for girdling
5. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Operations:

1. Within 18.5 acre area, 100% removal of non-native woody species 2 feet tall or taller, including, but not limited to:

<i>Acer ginnala</i>	<i>L. maackii</i>
<i>Acer plantanoides</i>	<i>L. morrowii</i>
<i>Ailanthus altissima</i>	<i>L. tatarica</i>
<i>Alnus glutinosa</i>	<i>Picea sp.</i>
<i>Berberis sp.</i>	<i>Pinus sp.</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus cathartica</i>
<i>Elaeagnus sp.</i>	<i>Rhamnus frangula</i>
<i>Euonymus alatus</i>	<i>Robinia pseudoacacia</i>
<i>Frangula alnus</i>	<i>Rosa multiflora</i>
<i>Ligustrum sp.</i>	<i>Populus alba</i>
<i>Malus pumila</i>	<i>Pyrus sp.</i>
<i>Morus alba</i>	<i>Ulmus pumila</i>
<i>Lonicera x bella</i>	
2. Within 18.5 acres selective removal (unless tagged “Do Not Cut”) of 99% of:
 - Willow spp. (*Salix* spp)
 - Black Walnut (*Juglans nigra*)
 - Elm (*Ulmus* spp)
 - Silver Maple (*Acer saccharinum*)
 - Cottonwood (*Populus deltoides*)
 - Box Elder (*Acer negundo*)
 - Red Cedar (*Juniperus virginiana*)
3. Removal of 190 trees (70 trees >24” dbh; 70 trees 12”-24” dbh, and 50 trees <12” dbh) within 6 acres. “Do Not Cut” flagging shall be used by Owner on trees that will not be cut in the 6 acre area.
4. 100% of all Ash (*Fraxinus spp.*), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.
5. Disposal of all cut woody material via brushpile burning or chipping unless trees are marked for girdling. If the contractor chooses to burn all cut material, burn piles woody material must be consumed by the fire per the contract specification in attachment B.

If cut logs are too large to burn per the specification in Attachment B, the Contractor must have alternative means of disposing the material, either through chipping or hauling of logs off site. There is a staging area with a gravel lot suitable for chipping and loading/ hauling of logs just south of the 6 acre area.

If using forestry mower equipment within the 18.5 acre clearing area, chips/shards shall not be deeper than 2". If mowing operations produce chips/shards deeper than 2", alternative cutting/disposal methods must be utilized

6. 100% control all resprouts of stems cut during winter operation (in both the 18.5 acre and the 6 acre area) with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

E. Access:

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access to project site is from the forest preserve's maintenance-access parking area located ½ mile south of Cuba Road on the east side of Ela Road.

Project site access is through prairie restoration fields and along Ela Road. There is no trail in this portion of the preserve. All staging of vehicles and equipment shall be on Owner's land. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

**2.3 ETHEL'S WOODS FOREST PRESERVE
OAK WOODLAND RESTORATION**

A. Project Description:

The goal of this project is to remove exotic and invasive woody species from a portion of Ethel's Woods Forest Preserve to restore the historic oak woodland and savanna structure of the site. In total, the project area encompasses 40 acres of oak woodland. The work of this project includes all labor, materials and equipment to clear understory/sub-canopy trees and shrubs, and selectively thin over story trees. Some clearing areas are located near wetlands; special care must be taken to not adversely impact these areas. Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders, feller bunchers, etc.), hauling and stockpiling 500 logs within the project site, brush disposal via brush pile burning or chipping (and removal of chipped material), selective wick herbicide application to cut stumps and follow-up wick foliar application of resprouts.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating, overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Leslie Berns, Manager of Landscape Ecology

Phone: (847) 276-6594

Email: lberns@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species greater than 2 feet tall regardless of diameter.
2. Selective removal of native species greater than 2 feet tall, of varying sizes and species.
3. Selective removal or girdling of individually marked native trees and shrubs.
4. Harvesting 500 logs from removal operations to stockpile at various locations within the project site.
5. Disposal of all remaining cut woody material, other than the 500 logs, via brushpile burning or chipping unless trees are marked for girdling.
6. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

Woody species removal includes:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

<i>Acer ginnala</i>	<i>L. maackii</i>
<i>Acer plantanoides</i>	<i>L. morrowii</i>
<i>Ailanthus altissima</i>	<i>L. tatarica</i>
<i>Alnus glutinosa</i>	<i>Picea sp.</i>
<i>Berberis sp.</i>	<i>Pinus sp.</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus cathartica</i>
<i>Elaeagnus sp.</i>	<i>Rhamnus frangula</i>
<i>Euonymus alatus</i>	<i>Robinia pseudoacacia</i>
<i>Frangula alnus</i>	<i>Rosa multiflora</i>
<i>Ligustrum sp.</i>	<i>Populus alba</i>
<i>Malus pumila</i>	<i>Pyrus sp.</i>
<i>Morus alba</i>	<i>Ulmus pumila</i>
<i>Lonicera x bella</i>	

2. 100% removal of the following native invasive species: Sugar Maple (*Acer saccharum*), Silver Maple (*Acer saccharinum*), Boxelder (*Acer negundo*), Gray Dogwood (*Cornus racemosa*), Cottonwood (*Populus deltoids*), Black Cherry (*Prunus serotina*), Willows (*Salix spp.*), and Elm (*Ulmus spp.*) greater than 2 feet in height, unless marked with pink “DO NOT CUT” flagging tape.
3. 100% removal of the following native species: Basswood (*Tilia americana*), Red Oak (*Quercus rubra*), Shagbark Hickory (*Carya ovata*) and Black Walnut (*Juglans nigra*) greater than 2 feet in height and with individual stems less than 14 inches dbh, unless marked with pink “DO NOT CUT” flagging tape.
4. Due to the presence of Emerald Ash Borer throughout the region, all ash trees are presumed to be dead or dying. Therefore, Contractor shall remove 100% of all Ash (*Fraxinus spp.*) within 100 feet of any roadway, trail, property line, or any other infrastructure. Other ash removals are not forbidden; ash removals are considered incidental to completing the work of this project in a safe and efficient manner. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.
5. 100% removal of all other additional trees and shrubs marked by Owner for removal (orange spray paint), or girdling (blue spray paint), or drop (marked with a “D”). Drop trees shall be cut and stumps treated with herbicide, and shall be left entire on the ground to provide down woody material as wildlife habitat.
6. Of the above removal operations 500 logs are to remain on site and stockpiled at various locations within the project site as designated by the Project Manager. The logs shall be 25 feet in length measured from base to top, with diameter at breast height a minimum of 12 inches. At least 10% of the logs shall be a minimum of 35 feet in length.
7. Hauling of Logs

Within the scope of the project 500 logs are to remain on site and stockpiled at various locations within the project site as designated by the Project Manager. The logs shall be 25 feet in length measured from base to top, with diameter at breast height a minimum of 12 inches. At least 10% of the logs shall be a minimum of 35 ft in length. Any remaining trunks 14 inches or greater that are cut shall be hauled from the Work Site to the staging area for removal by semi-truck or to be chipped unless otherwise instructed by the Owner’s Project Manager. Stock piling locations for logs shall be designated by the Owner’s Project Manager and must be stockpiled on the Owner’s land. The Contractor shall provide his or her own log loader. Hauling of logs from the Work Site shall be considered incidental and shall be accomplished by the Contractor at no additional cost to the Owner.

E. Access:

The Owner’s Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from Crawford Road. All staging of vehicles and equipment shall be on Owner's land at a designated location off of Crawford Road approximately ½ mile south of Illinois Rt 173 in Newport Township. Crawford Road south of IL Route 173 is closed to through traffic during much of the winter. Contractor will be provided with a key to access the closed gate. The gate must remain closed at all times. During heavy snowfall, in excess of 4", District crews will clear snow on Crawford Road from Route 173 to the access point within 24 hours of the event. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

2.4. FOURTH LAKE FOREST PRESERVE PHASE 1 CLEARING PROJECT

A. Project Description:

The Work of this project includes all labor, equipment, and materials to selectively remove invasive woody trees and shrubs and thin native species by hand cutting with chainsaws and mechanically cutting with shears and or fellar bunchers from 16 acres of Fourth Lake Forest Preserve, located near Lindenhurst (1 miles east of Sand lake Road on Grand Avenue (Route 132).

The goal of this project is to protect a population of rare plant; therefore, no mechanical equipment or burn piles shall access or be placed on the woodland slope above the lake (~1.6 acres of the total project area). This will be a hand clearing only area.

In addition to protecting a rare plant population, an additional goal of the project is to improve prescribed fire management, to begin to restore woodland structure and composition, and increase light levels to the herbaceous vegetation. Work shall include cutting, brush pile burning, selective wick herbicide application to cut stumps and follow-up foliar wick application to resprouts and small stems.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Ken Klick, Restoration Ecologist

Phone: (847) 489-6174

Email: kklick@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species greater than 2 feet tall regardless of diameter, see Section D.
2. Selective removal of native species greater than 2 feet tall, of varying sizes and species, see Section D.
3. Disposal of all remaining cut woody material via brushpile burning chipping, or hauling of logs unless trees are marked for girdling as per Attachment B 3.6.2
4. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

<i>Acer ginnala</i>	<i>L. morrowii</i>
<i>Acer plantanoides</i>	<i>L. tatarica</i>
<i>Ailanthus altissima</i>	<i>Picea sp.</i>
<i>Alnus glutinosa</i>	<i>Pinus sp.</i>
<i>Berberis sp.</i>	<i>Rhamnus cathartica</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus frangula</i>
<i>Elaeagnus sp.</i>	<i>Robinia pseudoacacia</i>
<i>Euonymus alatus</i>	<i>Rosa multiflora</i>
<i>Frangula alnus</i>	<i>Populus alba</i>
<i>Ligustrum sp.</i>	<i>Pyrus sp.</i>
<i>Malus pumila</i>	<i>Ulmus pumila</i>
<i>Morus alba</i>	<i>L. morrowii</i>
<i>Lonicera x bella</i>	<i>L. tatarica</i>
<i>L. maackii</i>	

2. 100% removal of Spruce/Pine <25 inches dbh. Trees greater than 25 inches dbh shall be limbed 15 feet up the trunk using standard horticulture practices.
3. 100% removal of live *Acer saccharum*, *Juniperus virginiana*, *Fraxinus*, and *Populus deltoides*.
4. Selective removal (unless tagged "Do Not Cut") of trees:
 - a) 99% removal of Black Cherry (*Prunus serotina*) less than 20" dbh
 - b) 99% removal of Basswood (*Tilia americana*) less than 25" dbh

- c) 20% removal of Ironwood (*Ostrya virginiana*) less than 20" dbh
 - d) 20% removal of Oak spp. (*Quercus* spp) less than 20" dbh
 - e) 15% removal of Hickory (*Carya* spp) less than 20" dbh
- 5. Selective girdling of trees (30) greater than 25 inches dbh (marked by Owner).
 - 6. 100% of all Ash (*Fraxinus* spp.), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.
 - 7. No mechanical equipment or burn piles on woodland slope above the lake (~1.6 acres) – this is a hand clearing only area.
 - 8. Disposal of all cut woody material via brushpile burning or chipping unless trees are marked for girdling. If using forestry mower equipment, chips/shards shall not be deeper than 1 inch. If deeper alternative cutting/disposal methods must be utilized
 - 9. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

E. Access:

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from Grand Avenue (State Route 132) via gravel road leading to forest preserve's gravel trail. All staging of vehicles and equipment shall be on Owner's land. A forest preserve-maintained grass trail borders the project area. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

**2.5. GRANT WOODS
PHASE 2 CLEARING PROJECT**

A. Project Description:

The work of this project includes all labor, materials and equipment to remove approximately woody invasive species and select native species (dbh \leq 18 inches) across 32 acres of Oak Woodland and selectively girdle 25 trees of varying sizes in the Work Site. Special care must be taken to not adversely impact this ecologically sensitive area. Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders etc.), girdling, brush disposal via brush pile burning or chipping, selective wick herbicide application to cut stumps and follow-up wick foliar application of resprouts.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating, overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Debbie Maurer, Manager of Ecological Restoration

Phone: (847) 276-6943

Email: dmaurer@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species 2 feet taller or taller.
2. 100% removal of select native species.
3. Selective removal of *Prunus serotina* (cherry), *Ulmus* sp. (elm), *Quercus rubra* (red oak), and *Carya ovata* (shagbark hickory).
4. Selective girdling of 25 trees greater than 14 inches dbh (to be marked by Owner).
5. Removal of all dead *Fraxinus* sp. (ash) within 100 feet of the trail or parking lot (this is a bid alternate and includes the eastern side of the central loop trail)
6. Disposal of all cut woody material via brushpile burning or chipping unless trees are marked for girdling.
7. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

Woody species removal includes:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

<i>Acer ginnala</i>	<i>Lonicera x bella</i>
<i>Acer plantanoides</i>	<i>L. maackii</i>
<i>Ailanthus altissima</i>	<i>L. morrowii</i>
<i>Alnus glutinosa</i>	<i>L. tatarica</i>
<i>Berberis</i> sp.	<i>Rhamnus cathartica</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus frangula</i>
<i>Elaeagnus</i> sp.	<i>Robinia pseudoacacia</i>
<i>Euonymus alatus</i>	<i>Rosa multiflora</i>
<i>Frangula alnus</i>	<i>Populus alba</i>
<i>Ligustrum</i> sp.	<i>Pyrus</i> sp.
<i>Malus pumila</i>	<i>Ulmus pumila</i>
<i>Morus alba</i>	

2. Selective removal of 70% of Cherry 12" dbh or less.
3. Selective removal of 70% of Elm 12" dbh or less.
4. Selective removal of 70% of Red Oak 18" dbh or less.
5. Selective removal of 30% of Shagbark Hickory 5" dbh or less.
6. Selective girdling of 25 trees greater than 14 inches dbh (to be marked by Owner).
7. 100% of all Ash (*Fraxinus* spp.), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.

E. Access:

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from the main parking lot at Grant Woods off of Route 132. All staging of vehicles and equipment shall be on Owner's land within the parking lot or along the trails. All vehicles brought on the trail shall be pulled off to the side to allow trails users to pass by. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

**2.6. GREENBELT FOREST PRESERVE
PHASE 4 CLEARING PROJECT**

A. Project Description:

The Work of this project includes all labor, equipment, and materials to selectively remove invasive woody trees and shrubs and thin native species by hand cutting with chainsaws and mechanically cutting with shears and fellar bunchers from 35 acres of Greenbelt Forest Preserve, located near North Chicago. **Award of this project is contingent upon receipt of federal Great Lakes Restoration Initiative grant.**

Forestry mowing shall be allowed on stems less than 5 inches dbh. If using forestry mower equipment, chips/shards shall not be deeper than 2 inches. If chips/shards are deeper than 2 inches an alternative cutting and disposal method shall be used. See specifications in attachment B.

The goal of this project is to remove invasive thickets of buckthorn and other weedy species in to improve prescribed fire management and improve wildlife habitat by creating a patch-work of prairie and native shrub community. Work shall include cutting, brush pile burning, selective wick herbicide application to cut stumps and follow-up foliar wick application to resprouts and small stems.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating, overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Ken Klick, Restoration Ecologist

Phone: (847) 489-6174

Email: kklick@lcpd.org

C. Project Goals:

1. 100% removal of non-native woody species 2 feet taller or taller.
2. Selective removal of native trees
3. Disposal of all cut woody material via brushpile burning or chipping unless trees are marked for girdling.
4. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application.

D. Scope of Operations:

1. 100% removal of non-native woody species 2 feet taller or taller, including but not limited to:

<i>Acer ginnala</i>	<i>Lonicera x bella</i>
<i>Acer plantanoides</i>	<i>L. maackii</i>
<i>Ailanthus altissima</i>	<i>L. morrowii</i>
<i>Alnus glutinosa</i>	<i>L. tatarica</i>
<i>Berberis sp.</i>	<i>Rhamnus cathartica</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus frangula</i>
<i>Elaeagnus sp.</i>	<i>Robinia pseudoacacia</i>
<i>Euonymus alatus</i>	<i>Rosa multiflora</i>
<i>Frangula alnus</i>	<i>Populus alba</i>
<i>Ligustrum sp.</i>	<i>Pyrus sp.</i>
<i>Malus pumila</i>	<i>Ulmus pumila</i>
<i>Morus alba</i>	

2. 100% removal of trees (unless tagged "o Not Cut"):
 - Box Elder (*Acer negundo*)
 - Cockspur hawthorn (*Crateagus crus-gali*)
 - Silver Maples (*Acer saccharinum*)

3. 100% of all; Ash (*Fraxinus* spp.), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All as removed by Contractor shall be disposed of in the same manner as all other cut material.
4. Selective removal of trees (unless tagged "Do Not Cut")
 - a) 10% of Elm (*Ulmus* spp) <20" dbh
 - b) 10% of Black Cherry (*Prunus serotina*) <20" dbh
 - c) 95% of Black Walnut (*Juglans nigra*) <20" dbh
 - d) 20% of Hickory (*Carya ovata*) < 10" dbh

E. Access

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from parking lot located on Dugdale Road or other District-approved access along 10th Street. All staging of vehicles and equipment shall be on Owner's land. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

**2.7. LAKEWOOD FOREST PRESERVE SCHREIBER LAKE
OAK WOODLAND PHASE 4 CLEARING PROJECT**

A. Project Description:

The goal of this project is to remove exotic and invasive woody species from a portion of Lakewood Forest Preserve to restore the historic oak woodland and savanna structure of the site. In total, the project area encompasses 15.2 acres of degraded woodland and wetland habitats, as well as right-of-way and trail edge areas.

The work of this project includes all labor, materials and equipment to clear understory/sub-canopy trees and shrubs, and selectively thin overstory trees. Some clearing areas are located near wetlands, trails, and roadways; special care must be taken to not adversely impact these areas.

Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders, feller bunchers, etc.), brush disposal via brush pile burning or chipping (and removal of chipped material), selective wick herbicide application to cut stumps and follow-up wick foliar application of resprouts.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Nick Huber, Restoration Ecologist II

Phone: (847) 968-3286 office, (847) 276-6944 mobile

Email: nhuber@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species 2 feet taller or taller, regardless of diameter.
2. Selective removal of native species greater than 2 feet tall, of varying sizes and species.
3. Selective girdling of individually marked native trees.
4. Disposal of all cut woody material via brushpile burning or chipping (unless trees are marked for girdling).
5. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

Acer ginnala

Lonicera x bella

Acer plantanoides

L. maackii

Ailanthus altissima

L. morrowii

Alnus glutinosa

L. tatarica

Berberis sp.

Rhamnus cathartica

Celastrus orbiculatus

Rhamnus frangula

Elaeagnus sp.

Robinia pseudoacacia

Euonymus alatus

Rosa multiflora

Frangula alnus

Populus alba

Ligustrum sp.

Pyrus sp.

Malus pumila

Ulmus pumila

Morus alba

2. 100% removal of the following native invasive species: Sugar Maple (*Acer saccharum*), Silver Maple (*Acer saccharinum*), Boxelder (*Acer negundo*), Gray Dogwood (*Cornus racemosa*), Cottonwood (*Populus deltoids*), Black Cherry (*Prunus serotina*), and Willows (*Salix spp.*), greater than 2 feet in height, unless marked with pink "DO NOT CUT" flagging tape.

3. 100% of all Ash (*Fraxinus spp.*), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.

For this project, there are only a small number (<10) of dead Ash trees near trails and roadways that shall be removed. All of these Ash trees are relatively small, approximately 5-10" dbh.

4. Girdling of 25 canopy trees to be marked by Owner. Canopy trees marked to be girdled will largely be, but not limited to, oak and hickory.

E. Access

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from Lakewood Forest Preserve parking lots and trail system. Primary access is the entrance to the Millennium Trail off Hawley Road. Additional access points and staging areas are available in other locations of Lakewood Forest Preserve. All staging of vehicles and equipment shall be on Owner's land. Owner Project Manager shall indicate areas where equipment may move on/off trails to limit site impacts. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access routes from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

The portion of the project area along Highway 176 and Hawley Road borders a right-of-way and contains above ground electrical utilities. This area may also contain below ground utilities. Contractor is responsible for any necessary precautions prior to starting any work, and responsible for the safe removal of target species under and near utilities.

2.8. VAN PATTEN WOODS FOREST PRESERVE PHASE 2 CLEARING PROJECT

A. Project Description:

The goal of this project is to remove exotic and invasive woody species from a portion of Van Patten Woods Forest Preserve to restore the historic prairie and savanna structure of the site. In total, the project area encompasses 33.6 acres of degraded savanna, prairie, and wetland habitats, as well as fence row/road edge areas. The work of this project includes all labor, materials and equipment to clear understory/sub-canopy trees and shrubs, and selectively thin overstory trees. Some clearing areas are located near wetlands and roadways, special care must be taken to not adversely impact these areas. Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders, feller bunchers, etc.), brush disposal via brush pile burning or chipping (and removal of chipped material), selective wick herbicide application to cut stumps and follow-up wick foliar application of resprouts.

Owner has divided the 33.6-acre project area into two different applications based on density of clearing and anticipated methodology. 21 acres have a relatively dense mixture of canopy-sized trees and shrubby growth requiring hand/mechanical removals (identified as "Selective Clearing" in the table of prices) and 12.6 acres contain only relatively sparse shrubby growth suitable for forestry mowing (identified as "Forestry Mowing" in the table of prices). Approximately 30 other large trees adjacent to project areas have been identified for removal/girdling/drop. In addition, two areas, 1.8 acres and 6.1 acres respectively, have been identified as Bid Alternates. Bid Alternate #1 (1.8 ac) has a mixture of canopy-sized trees and shrubby growth along Russell Road requiring hand/mechanical removals. Bid Alternate #2 (6.1 ac) contains shrubby growth suitable for forestry mowing.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating, overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Matt Ueltzen, Restoration Ecologist

Phone: (847) 276 – 6230

Email: mueltzen@lcpd.org

C. Project Goals:

1. 100% removal of non-native woody species 2 feet taller or taller, regardless of diameter.
2. Selective removal of native species greater than 2 feet tall, of varying sizes and species.
3. Selective removal or girdling of individually marked native trees and shrubs.
4. Disposal of all cut woody material via brushpile burning or chipping (unless trees are marked for girdling/drop).
5. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

Acer ginnala

Lonicera x bella

Acer plantanoides

L. maackii

Ailanthus altissima

L. morrowii

Alnus glutinosa

L. tatarica

Berberis sp.

Rhamnus cathartica

Celastrus orbiculatus

Rhamnus frangula

Elaeagnus sp.

Robinia pseudoacacia

Euonymus alatus

Rosa multiflora

Frangula alnus

Populus alba

Ligustrum sp.

Pyrus sp.

Malus pumila

Ulmus pumila

Morus alba

2. 100% removal of the following native invasive species greater than 2 feet in height, unless marked with pink “DO NOT CUT” flagging tape:
 - Sugar Maple (*Acer saccharum*)
 - Silver Maple (*Acer saccharinum*)
 - Boxelder (*Acer negundo*)
 - Gray Dogwood (*Cornus racemosa*)
 - Cottonwood (*Populus deltoids*)
 - Willows (*Salix spp.*)
 - Elm (*Ulmus spp.*)
3. 100% removal of the following native invasive species greater than 2 feet in height and with individual stems less than 14 inches dbh, unless marked with pink “DO NOT CUT” flagging tape:
 - Black Cherry (*Prunus serotina*)
 - Basswood (*Tilia americana*)
 - Black Walnut (*Juglans nigra*).
4. 100% of all Ash (*Fraxinus spp.*), live or dead, within 100 feet of any roadway, trail, property line, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.
5. 100% removal of all other additional trees and shrubs marked by Owner for removal (orange spray paint), or girdling (blue spray paint), or drop (marked with a “D”). Drop trees shall be cut and stumps treated with herbicide; dropped trees shall be left entire on the ground to provide down woody material as wildlife habitat.

E. Access:

The Owner’s Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from the Van Patten Woods Forest Preserve parking lots and trail system. All staging of vehicles and equipment shall be on Owner’s land. Owner Project Manager shall indicate areas where equipment may move on/off trails to limit site impacts. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

A natural gas pipeline crosses portions of the Work Site. Extreme care shall be used when working near this pipeline. All work near this pipeline, including crossing with heavy equipment and especially burn pile construction and placement, shall conform to the guidance provided in the “Developer Handbook” https://www.kindermorgan.com/content/docs/KM_Developer_Handbook.pdf produced by the pipeline company, Kinder Morgan – Natural Gas Pipeline Company of America. Any questions about specific equipment restrictions should be directed to Kinder Morgan, 800-276-9927. Owner Project Manager shall be included in all communications with the pipeline company.

2.9. WADSWORTH SAVANNA FOREST PRESERVE PHASE 6 CLEARING PROJECT

A. Project Description:

The goal of this project is to remove exotic and invasive woody species from a portion of Wadsworth Savanna Forest Preserve to restore the historic woodland structure of the site. In total, the project area encompasses 32.1 acres of degraded savanna, prairie, and wetland habitats, as well as fence row/road edge areas.

The work of this project includes all labor, materials and equipment to clear understory/sub-canopy trees and shrubs, and selectively thin overstory trees. Some clearing areas are located near wetlands and roadways, special care must be taken to not adversely impact these areas.

Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders, feller bunchers, etc.), brush disposal via brush pile burning or chipping (and removal of chipped material), selective wick herbicide application to cut stumps and follow-up wick foliar application of resprouts.

Contractor is responsible for securing all permits necessary to access the project area off of Route 41 from the Illinois Department of Transportation.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Debbie Maurer, Manager of Ecological Restoration

Phone: (847) 276 – 6943

Email: dmaurer@lcfpd.org

C. Project Goals:

1. 100% removal of non-native woody species 2 feet taller or taller, regardless of diameter.
2. 100% removal of native species greater than 2 feet tall, of varying sizes and species.
3. Selective removal of native species greater than 2 feet tall, of varying sizes and species.
4. Selective removal or girdling of individually marked native trees.
5. Disposal of all cut woody material via brushpile burning or chipping (unless trees are marked for girdling).

6. 100% control all resprouts of stems cut during winter operation with foliar wick herbicide application. If mowing is used as a means of cutting, the contractor shall be responsible for treating all cut stems regardless of initial height.

D. Scope of Clearing Operations:

1. 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to

<i>Acer ginnala</i>	<i>Lonicera x bella</i>
<i>Acer plantanoides</i>	<i>L. maackii</i>
<i>Ailanthus altissima</i>	<i>L. morrowii</i>
<i>Alnus glutinosa</i>	<i>L. tatarica</i>
<i>Berberis sp.</i>	<i>Rhamnus cathartica</i>
<i>Celastrus orbiculatus</i>	<i>Rhamnus frangula</i>
<i>Elaeagnus sp.</i>	<i>Robinia pseudoacacia</i>
<i>Euonymus alatus</i>	<i>Rosa multiflora</i>
<i>Frangula alnus</i>	<i>Populus alba</i>
<i>Ligustrum sp.</i>	<i>Pyrus sp.</i>
<i>Malus pumila</i>	<i>Ulmus pumila</i>
<i>Morus alba</i>	

2. 100% removal of the following native species greater than 2 feet in height, unless marked with pink "DO NOT CUT" flagging tape:
 - Sugar Maple (*Acer saccharum*)
 - Silver Maple (*Acer saccharinum*)
 - Boxelder (*Acer negundo*)
 - Cottonwood (*Populus deltoids*)
 - Basswood (*Tilia americana*)
 - Willows (*Salix spp.*)
 - Black Cherry (*Prunus serotina*)
 - Elm (*Ulmus spp.*)
 - Honey locust (*Gleditsia triacanthos*)
3. 100% removal of Red oak (*Quercus rubra*) less than 14 inches dbh unless marked with pink "DO NOT CUT" flagging tape.
4. 70% removal of Red oak (*Quercus rubra*) greater than 14 inches dbh.
5. 100% removal of all Ash (*Fraxinus spp.*), live or dead, within 100 feet of any roadway, or property line. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.
6. Girdling or dropping of approximately 50 canopy trees to be marked by Owner.

E. Access:

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work.

Access shall be from Route 41 on the west side of the project area. There are no trails or parking lots in the project area. A staging area will need to be cleared and maintained by the Contractor. Contractor is responsible for securing all permits necessary to access the project area off of Route 41 from the Illinois Department of Transportation.

All staging of vehicles and equipment shall be on Owner's land. Owner Project Manager shall indicate location for the staging area. The Contractor shall be responsible for maintaining the access and staging area during snow events.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

2.10. WOODLAND HABITAT RESTORATION PHASE 3 CLEARING PROJECT

A. Project Description:

The goal of this project is to promote oak regeneration within the dry mesic wooded communities within four preserves along the southern extent of the Des Plaines River corridor in Lake County. This work represents the third and final phase of canopy thinning in these preserves. The work will include the selective removal of canopy trees within high quality oak woodlands and northern flatwoods (Lloyds Woods work site) at the following preserves:

- MacArthur Woods – 42.42 acres
- Captain Daniel Wright Woods - Lloyds Woods – 60 acres
- Captain Daniel Wright Woods-Elm Road Woods – 49.2 acres
- Edward L. Ryerson Conservation Area – 67.4 acres

The work of this project includes all labor, materials and equipment to selectively thin overstory trees within the areas listed above. For tree canopy removal, work shall be bid out on a per tree basis.

Bid Alternate #1 includes additional work at work at MacArthur Woods: removal of all invasive shrubs in the understory that are 2 feet tall or taller, the majority of which young buckthorn that has grown up in the past 4 years - less than 6 feet tall and less than 1 inch in diameter. Forestry mowing shall not be allowed to complete the understory clearing. No understory clearing shall be conducted at the other work sites. The majority of the work will target invasive buckthorn. In some areas it grows in very low density, while in others is grow more densely and will require removal via brush pile burning. In 2017, a similar area was cleared for small stem buckthorn at MacArthur woods and it utilized approximately 1700 person hours. This work shall be completed prior to clearing of canopy trees at MacArthur Woods.

Bid Alternate #2 includes the hauling and removal of approximately 80 cut logs located in four locations at Elma Road Woods. These logs were cut in 2013.

All Work Sites are dedicated Illinois State Nature Preserve. Special care must be taken to not adversely impact this ecologically sensitive area. Work shall include mechanical and hand cutting (chain saws, hand saws, tracked skid-loaders, feller bunchers, etc.), girdling, brush disposal via brush pile burning, and hauling and loading large tree trunks from the Work Sites, selective wick herbicide application to cut stumps and follow-up wick foliar application of non-oak resprouts.

B. Project Coordination: Owner's Project Manager

The Owner's Project Manager is the designated person from Lake County Forest Preserve District (Owner) that will be coordinating overseeing, and evaluating successful completion of goals for the project. All communication and notifications concerning the project including: techniques, methods, access, progress reports, changes, payment of work, etc. shall be through the Project Manager. The Project Manager, not the Contractor, shall conduct all communication or concerns by the general public.

Primary Contact: Debbie Maurer

Phone: (847) 276 – 6943

Email: dmaurer@lcfpd.org

C. Project Goals:

1. Cutting of selected mature overstory trees equal to or greater than 20 cm diameter at breast height (dbh) and up to 65 cm dbh via mechanical and hand methods (includes trees selected for girdling and dropping for wildlife habitat).
2. Clearing of the sub canopy invasive shrubs less than ~5 cm dbh at MacArthur Woods (Bid Alternate). Forestry mowers shall not be used to complete this work.
3. Mechanical hauling and removal of logs from the Work Sites
4. Disposal of slash (including bid alternate material at MacArthur Woods) via brush pile burning or other Owner approved method
5. Chemical control of all cut stumps and non-oak resprouts via wick herbicide application
6. Restoration of areas disturbed for access by clearing equipment
7. Preservation of the health and character of trees and native shrubs not cut within the work site
8. Conservation and protection of soils from compaction and rutting
9. Protection of wildlife habitat and fauna

D. Scope of Clearing Operations:

1. MacArthur Woods Bid Alternate #1 ONLY - 100% removal of non-native woody species 2 feet taller or taller, including, but not limited to:

<i>Ailanthus altissima</i>	<i>L. morrowii</i>
<i>Berberis sp.</i>	<i>L. tatarica</i>
<i>Euonymus alatus</i>	<i>Rhamnus cathartica</i>
<i>Frangula alnus</i>	<i>Rhamnus frangula</i>
<i>Ligustrum sp.</i>	<i>Robinia pseudoacacia</i>
<i>Lonicera x bella</i>	<i>Rosa multiflora</i>
<i>L. maackii</i>	

2. 100% removal of all trees marked for removal equal to or greater than 20 cm diameter at breast height (dbh) and up to 65 cm dbh. Species shall include, but not be limited to: sugar maple, white oak red oak, and shag bark hickory. Walnuts shall not be cut.

Approximately 75% of the trees removed will be greater than 35 cm dbh (~14 inches dbh).

Estimated number of trees to remove is 722 trees. Estimated number per site are:

- MacArthur Woods: Cut and Remove 205 trees
 - Captain Daniel Wright Woods - Lloyds Woods: Cut and Remove 113 trees
 - Captain Daniel Wright Woods-Elm Road Woods: Cut and Remove 150 trees
 - Edward L. Ryerson Conservation Area: Cut and Remove 254 trees
3. Felling of approximately 70 trees to be marked by Owner:
 - 36 trees at Lloyds Woods
 - 10 trees at MacArthur Woods
 - 10 trees at Elm Road Woods
 - 14 trees at Ryerson Woods
 4. Girdling of approximately 1-2 trees / acre across all sites, to be marked by Owner (total number across all sites approximately 234 trees).
 - 77 trees at Lloyds Woods
 - 50 trees at MacArthur Woods
 - 67 at Ryerson Woods
 - 40 at Elm Road
 5. Contractor shall remove 100% of all Ash (*Fraxinus spp.*) within 100 feet of any roadways, trails, property lines, or any other infrastructure. All ash removed by Contractor shall be disposed of in the same manner as all other cut material.

6. Tree Trunks

All tree trunks 35 cm dbh or greater that are cut and not marked to be left for wildlife habitat shall be hauled from the Work Sites to staging areas for removal by semi-truck. Stock piling locations for logs are available adjacent to staging areas and must be stockpiled on the Owner's land and there is ample room for semi access and turn around at all work sites. The Contractor shall provide his or her own log loader. Hauling of logs from the Work Site shall be considered incidental and shall be accomplished by the Contractor at no additional cost to the Owner.

E. Access

The Owner's Project Manager shall designate all access points prior to the Contractor performing any work. All hauling of logs and mobilization of equipment shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

Contractor is responsible for any damage if rutting occurs along access path from the staging area to the work site and shall restore the damaged area to pre-project condition at no charge to the Owner.

The Contractor shall avoid whenever possible driving within 100 feet of wetlands and wet depressions to protect wildlife habitat and sensitive soils. A temporary drainage crossing shall be required as part of this project and shall be considered incidental to the project cost. The crossing shall in no way impede surface water flow or impact wetlands adjacent to the drainage. The temporary crossing shall be installed and removed by contractor upon completion of the initial clearing operations.

Contractor shall post Trucks entering and leaving signage during project implementation per the Lake County Division of Transportation's specifications Exhibit B below:

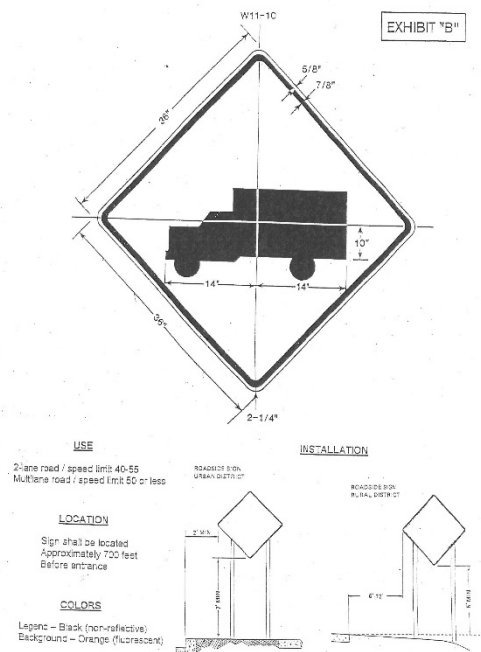


Exhibit B. Truck Entering Signage

Contractor shall provide proof of insurance to Lake County Division of Transportation upon execution of contract agreement as required by the LCDOT's Minor Access Permit Application.

WORK SITE SPECIFIC ACCESS SPECIFICATIONS:

MacArthur Woods - The main access point into Mac Arthur Woods is a gravel driveway off of Saint Mary's Road which leads to an unimproved gravel parking area. This area will be mowed for brush in the fall of 2012 in preparation for this project to increase the staging areas size and accessibility. The Contractor may also use the crushed limestone gravel trail within the preserve if conditions are frozen. All other access will occur within the forested area.

Captain Daniel Wright Woods – Lloyds Woods

The main access points into the Lloyds Woods shall be: 1. A gravel road at the north end of the Work Site that leads to an unimproved old home site area; and 2. The asphalt entrance to Captain Daniel Wright Woods at the intersection of St. Mary's Road and Everett Road, which leads to a parking lot and trail access points. All other access will occur within the forested area. The contractor shall not use any trails other than those directly adjacent to the Work Site for access, unless approved by Owner.

All hauling of logs and mobilization of equipment shall be phased so that there is minimum interference with vehicular traffic on St. Mary's and Everett Roads.

Captain Daniel Wright Woods – Elm Road Woods

The main southern access point into Elm Road Woods will be from a large gravel parking lot owned by the Tamarak Day Camp and Country School at 23970 North Elm Road, Lincolnshire, IL 60069. This parking lot and the adjacent two smaller lots shall be used for parking vehicles, and staging pickup of logs for the entire clearing project (see Sheet 2, Attachment C). Logs can be stockpiled within the Work Site adjacent to the large gravel lot for loading onto semi-truck for transport.

All hauling of logs and mobilization of equipment shall be phased so that there is minimum interference with pedestrian and vehicular traffic. The Contractor shall maintain the Tamarak Day Camp and Country School large gravel parking lot area available for school bus turn around during the following time periods on weekdays:

- 8:50 am – 9:15 am
- 11:30 am – 11:45 am
- 12:40 pm – 12:50 pm
- 3:00 pm – 3:30 pm

Pick up of logs shall not be scheduled during the time periods listed above. Because South Elm Road is an older roadway, truck access for the purposes of hauling logs from the Work Site on South Elm Road shall be limited to periods of time when the ground is frozen and roadway conditions are adequate. Approval to access South Elm Road for mobilization of equipment and hauling of logs shall be obtained 24 hours in advance from the Vernon Township Highway Department Highway Commissioner (Bryant Schroeder, 847-634-4600).

Within the Work Site is a drainage way that the Contractor will have to cross to move logs from the north end of the Work Site to the staging area. The Contractor shall be responsible for constructing a temporary bridge across the drainageway that does not impact the drainage way, flow of water or the wetland community that narrowly borders the drainageway (field marked with wetland delineation stakes). This crossing will be used to haul logs with a skid steer from the northern portion of the Work Site to the staging area.

Edward L. Ryerson Conservation Area

The main access point into Ryerson Conservation Area is an asphalt driveway off of Riverwoods Road which leads to an unimproved work site access and staging area.

Contractor shall be responsible for any damage to trails/bridges or parking areas that occurs (including rutting or asphalt damage) and shall restore the damaged area to pre-access condition at no charge to the Owner.

The Contractor shall avoid driving on recreational trails whenever possible.

SECTION 3 PROJECT IMPLEMENTATION

3.1 PROJECT PREPARATION

The Contractor shall begin work within the Work Sites no later than the designated commencement date of December 15, 2017 weather permitting, unless otherwise directed by the Owner's Project Manager. A site visit with the Contractor's Project Manager two weeks prior to the commencement of clearing work shall be arranged with the Contractor by the Owner.

The Owner's Project Manager prior to the start of any work shall designate all areas slated for selective clearing. Boundaries shall be defined by obvious tree lines, change in vegetation and or community type and with flagging or tagging as needed. The Owner's Project Manager shall also designate access routes and staging areas within the Work Sites.

3.2 CUTTING METHODS

The Contractor shall be responsible for positively identifying all woody species before they are cut, removed and herbicided. Failure to do so will incur unnecessary damage done to the Owner, and shall be repaired or replanted at the Contractors expense. Any unauthorized removals of woody species shall be replaced at a ratio of 2 inches diameter at breast height (dbh) for each 1 inch dbh cut, and all replacement plantings shall be guaranteed for 1 year from the date of replacement. If a replacement planting dies within the first year of growth, the Contractor shall replace the planting and guarantee it for 1 year from the date of replacement

All stems greater than 2 feet tall shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in standing water and or ice shall be cut level at a height of 4 inches above the water or ice surface.

The Owner's Project Manager may specify certain areas as "HAND CLEAR ONLY" to be avoided by mechanical equipment or access paths. In these areas, contractor is prohibited from using mechanical clearing equipment such as skid steers, loaders, etc. due to sensitive site conditions such as, but not limited to: the presence of Threatened and Endangered species, critical downed woody habitat for wildlife, wet depressions, wetlands or wetland edges.

All cutting of material shall be completed by hand or by approved mechanical methods. Hand clearing includes cutting by use of chain saws, brush clearing saws or handsaws. Approved mechanical means of cutting unless otherwise stated in Section 2.2 "Project Description", include: shears, feller buncher and forestry mower attached to rubber-tracked skid-steers or tracked excavators. **All mechanical equipment shall be rubber tracked unless otherwise approved prior to use by the Owner's Project Manager and shall have a ground pressure rating of less than 9.0 psi.** Mechanical equipment shall not be used in wetland areas that are not frozen. Extreme care should be used in all cutting and removal operations in order to provide for the safety of workers and the general public. Contractor shall provide an appropriate buffer to shield operations that are carried out close to residences or high public use areas and roadways. A knowledgeable person may need to act as a guard.

If a forestry mower is used, the contractor is responsible for treating ALL small woody stems in the spring that resprout, regardless of original size.

All stems slated for brush removal or felling in upland areas shall be cut level (horizontal) at a height of no more than two (2) inches above the soil surface. All stems in submerged or aquatic zones shall be cut level at a height of four (4) inches above the water or ice surface. All stems shall be cut horizontally flat.

Forestry Mowing:

In areas where Owner allows forestry mowing, mowing equipment must be in good repair with no blades or teeth missing and reasonably sharp to cut woody stems to produce the desired results. Wood and brush slash generated during forestry mowing activities may be left where it falls after being cut so as to lie close to the ground. Cut stumps should not exceed 2 inches in height. The majority of slash, 75%, shall be shredded or cut into lengths below 6 inches. Length of diced stems or branches should not exceed 4 feet and depth of dices slash should not exceed 2" in depth.

Girdling:

Girdling shall be allowed on selected trees marked by Owner.

All trees designated for girdling shall be double cut. Cuts shall be made approximately 8-10 inches apart, parallel to each other and horizontal to the ground surface. Girdling cuts shall not be made higher than 3 feet above the ground surface. Herbicide (as specified below) shall be applied to both girdling cuts.

3.3 GENERAL HERBICIDE APPLICATION

All herbicides shall be applied according to the manufactures label specifications. All herbicides shall be applied with a non-ionic surfactant. Extreme caution shall be used to prevent over-application of herbicides and non-target kill in the Work Sites. Aquatic approved herbicides shall be used where applicable according to label specifications.

Before proceeding, contractor shall provide the Owner with a list of herbicides, surfactants, water conditioners, dyes, pH balancers, and other chemicals and adjuvants to be used for implementation of this project.

The Contractor shall not apply herbicide if precipitation is expected within the window of time that the herbicide mix is considered rainfast (consult herbicide and surfactant labels and recommendations) or if heavy precipitation has resulted in an extremely wet soil surface (i.e. snow, standing water or puddles on the soil surface). Application shall be postponed until the next period of time when conditions are appropriate for herbicide application. If snow amounts cover the cut stump no herbicide application shall occur unless the snow is removed down to the ground surface.

If weather conditions are questionable, the decision to proceed shall be left to the discretion of the Owner's Project Manager.

Herbicides shall be applied by a State of Illinois licensed applicator or licensed operator working under the direct (on site) supervision of a licensed applicator. The Owner requires that all applicators and operators working for the Contractor shall have on file with the Owner a copy of their herbicide licenses. The Contractor shall have on site at all times the appropriate materials safety data sheets (MSDS) for all substances utilized in the fulfillment of this Contract. No herbicides shall be mixed on the Owner's property. A supply of chemical absorbent shall be maintained at the Work Sites. Any chemical spills shall be cleaned up and reported to the Owner's Project Manager immediately.

For all target species, herbicides shall be applied with a wick applicator directly to the freshly cut surface and down to the root collar, or to growing leaves for foliar application, as per label specifications.

No herbicide applications shall be made with a spray nozzle or broadcast spray equipment.

3.4 INITIAL HERBICIDE TREATMENT (DORMANT SEASON, CUT-STUMP, GIRDLE, BASAL BARK)

For cut stumps of all species excluding *Lonicera* spp. and *Robinia pseudoacacia*, Contractor shall use a 25% solution of Triclopyr herbicide (e.g., Garlon 4) in basal oil, as per label specification. Diesel fuel, fuel oils, and kerosene may not be used as carriers for cut stump herbicide treatments.

For basal bark application, the Contractor shall use a 5% solution of Triclopyr herbicide (e.g., Garlon 4) in basal oil, as per label specification.

For cut stumps of *Lonicera* spp. contractor shall use a 50% to 100% solution of a Glyphosate active ingredient herbicide (e.g., Round-Up, Ranger Pro, Aquamaster etc.)

For cut stumps of *Robinia pseudoacacia* contractor shall use a 10% solution of a Clopyralid active ingredient herbicide in water (e.g., Transline, Stinger, etc.).

All herbicide for cut stump application shall be applied to the cambium adjacent to the outer bark on freshly cut stumps – stumps shall be treated IMMEDIATELY (within 30 minutes) after cutting. The herbicide application used on cut stumps shall be a **wick or sponge application, with no exceptions.**

All girdled trees shall have herbicide applied to each girdle cut. The contractor shall use a 25% solution of Triclopyr herbicide (e.g., Garlon 4) in basal oil, as per label specification to girdled trees.

3.5 GROWING SEASON HERBICIDE APPLICATION

There shall be a follow-up application of herbicide to any resprouts/regrowth of the target woody species during the summer of the same year after the initial cutting and stump/basal bark herbicide application. For all follow-up treatments, herbicide shall be applied to growing leaves utilizing a wick applicator. Caution must be taken to avoid over-application and runoff.

The herbicide application used on re-sprouts of all species except *Robinia pseudoacacia* and *Lonicera sp.* shall be a **foliar wick application** of 5% solution of aquatic-approved Triclopyr (e.g., Garlon 3A) in water, as per label specifications.

Robinia pseudoacacia re-sprouts shall be foliar wicked with a 0.75% solution of Clopyralid in water, as per label specifications.

For all follow-up treatments herbicide shall be applied to growing leaves, stems, and base of resprouts utilizing a wick applicator. Caution must be taken to avoid over-application and runoff.

The Contractor shall initiate follow-up foliar application when resprout growth has reached a height of 3-6 inches and enough leaf tissue is present to apply herbicide. The Owner cannot emphasize enough the importance of treating resprouts when they are in the 3-6 inch range. Herbicide applications made after this state become more difficult, utilize more herbicide, and are much more likely to impact non-target species.

The Contractor shall initiate small stem foliar application when plant growth has resulted in enough leaf tissue to effectively apply the herbicide.

The initial resprout and small stem wick herbicide treatment shall be completed by June 10th. Failure to complete this initial application by this date will result in the Owner withholding payment for any work that is not completed by this deadline. If the specified percent removal for each target woody species is effectively killed after the initial resprout treatment, the Owner will approve successful completion of the Contract. If less than the specified percent removal is achieved, an additional re-sprout / small stem treatment(s) shall occur. **Any additional re-sprout / small stem treatment(s) must be completed by July 1st.**

Completion of the entire project shall be accomplished by July 30th. Failure to complete any portion of the project by this date shall result in the Owner withholding payment for any work not completed by this deadline. No exceptions shall be made.

3.6.1 BRUSH PILE BURNING

In some locations and seasonal windows, the Contractor will need to construct piles of brush for removal through prescribed burning. Construction of brush piles will be contained within the project boundaries at sites designated by the Owner's Project Manager. Brush piles will be of significant size and density to accomplish ignition and consumption of brush through prescribed burning. Brush piles can be ignited under favorable conditions and at the discretion of the Owner's Project Manager. The Contractor will monitor the burn piles to ensure that smoke hazards do not occur; that no loss of property or ecological habitat occurs; and that the safety and well being of the public and preserve users is protected at all times.

1. Brush Pile Locations – The Owner's Project Manager will designate the location of brush piles. Brush piles will be constructed in areas where low ground fuel levels exist, soil is bare or there is sparse leaf litter. Brush piles will be away from any permanent trail, recreation feature, and significant cultural or ecological feature. Brush piles will be constructed at least 20' from the base of any standing tree(s), under openings of the woodland canopy and at least 30' away from any standing dead trees or snags.
2. Brush Pile Construction - Brush piles will be constructed by cutting the woody debris into lengths of less than 10'. Piles should be no more than 10' high. Brush will be stacked in a parallel manner so that they compress as the pile is built. A 12" layer of smaller diameter (less than 2.5" diameter) brush will form the base of the pile, with larger denser material higher up in the pile. Large branches and heavy brush must be placed higher in the pile in order to create compression of the brush material, and proper combustion conditions.
3. Equipment - The Contractor will have on site at all times appropriate personnel protective equipment, fire control equipment, water tanks, back pack pumpers, and hand tools to manage the brush piles during ignition, burning, and clean up.
4. Ignition and Burning –Brush piles may be ignited when prevailing winds are between 5 and 25 mph., and Relative Humidity is 35% or greater, and air temperatures is below 50°F. The Contractor shall contact the Owner's Project Manager at the beginning of the work week to notify the Owner's Project Manager of the Contractor's plans to burn brush piles under the conditions described above. The Project Manager has the authority to suspend brush pile burning at any time. Ignition and burning may occur under conditions other than those described above at the discretion of the Owner's Project Manager.

When conditions are such that dormant season vegetative fuels are readily available for ignition the Contractor must seek approval **ON A DAILY BASIS** of the Owner's Project Manager to ignite a brush pile. Those conditions are when there is a lack of snow cover, the winds are above 10 mph, the peak in Relative Humidity is below 45% and the high temperatures are above 40°F.

5. Monitoring of Burn Piles - The contractor will monitor the burn piles to ensure that smoke hazards do not occur; that no loss of property, or ecological habitat occurs; and that the safety and well-being of the public and preserve users is protected at all times. Material which has been burned should be raked inward as the burn pile decreases in size. **Adequate equipment, water and other firefighting tools must be on site at all times.** When vegetative fuels are readily available for ignition additional suppression resources will be required. All burn piles will be monitored by the Contractor until the brush fuel is consumed to embers. The condition that a burn pile shall be consumed prior to the Contractor leaving the Work Sites (e.g., to glowing embers, to ash, etc.) shall be determined by the Owner's project manager based on site specific conditions. Ash piles generated from the consumption of brush will be raked out evenly with the surrounding terrain. Extinguishing of burn piles is the responsibility of the Contractor should smoke, or other cultural or ecological factors prevail.

Under the circumstance that a standing dead tree (snag) catches on fire during a brush pile burn and the Contractor is unable to extinguish the snag, the Contractor shall contact the Owner's Project Manager immediately and shall not leave the Work Sites until authorized by the Owner's Project Manager.

6. Ground Conditions – During times when there is a lack of snow cover, any leaf or ground litter will be raked back away from the brush pile for a radius of 15' from the perimeter of the brush pile.
7. Communication – The Contractor must have available on site a means for direct communication to the Owner Project Manager and local Fire Departments such as a cellular phone.

When conditions are such that dormant season vegetative fuels are readily available for ignition the Contractor must seek approval **ON A DAILY BASIS** of the Owner's Project Manager to ignite a brush pile.

8. Notifications – Notifications by telephone will be made on a daily basis when burning brush piles to the required agencies before ignition. The Owner's Project Manager will supply appropriate contact agencies and phone numbers for each site.
9. Permit Requirements – The Owner is responsible for securing a Illinois Environmental Protection Agency Open Burning Permit for the burning of brush piles.
10. Authority of Local Fire Departments - The authority of the local fire departments supersedes that of the Project Representative in regards to ignition and burning of brush piles.

3.6.2 CHIPPING

Chipping as a means of woody debris removal may only be conducted by the Contractor with approval from the Owner's Project Manager. All chipped material shall be hauled from the Work Sites off of the Owner's property. Staging of chipping equipment shall be determined by the Owner's Project Manager and shall at no time interfere with the use of trails or parking lots by preserve users, or block or inhibit traffic flow on roadways. Chips shall not be stockpiled at the Work Sites or on Owner's property.

3.6.3 HAULING OF LOGS

If within the scope of the project, all trunks 14 inches or greater that are cut shall be hauled from the Work Sites to the staging area for removal by semi-truck or to be chipped unless otherwise instructed by the Owner's Project Manager. Stock piling locations for logs shall be designated by the Owner's Project Manager and must be stockpiled on the Owner's land. The Contractor shall provide his or her own log loader. Hauling of logs from the Work Sites shall be considered incidental and shall be accomplished by the Contractor at no additional cost to the Owner.

A Clearing access plan indicating major haul road locations shall be provided by the Contractor to the Owner for approval three weeks prior to the start of clearing operations. The Owner will assist the Contractor in making field determination of sensitive areas that shall be avoided by haul roads. Haul roads shall avoid wet depressions, remain at least 100 feet from wetland edges, stream corridors, avoid where possible downed woody material to protect wildlife habitat, and avoid locations of rare native shrubs.

3.7 SIGNAGE AND PUBLIC NOTIFICATION OF HERBICIDE TREATMENT

The Contractor shall post herbicide application signs along visible entry points into the Work Area immediately after herbicide application in treated areas, and any areas designated by the Owner's Project Manager. Signs shall remain posted for duration of not less than twenty-four (24) hours and not more than forty-eight (48) hours after the time of herbicide application. The Contractor is responsible for movement and placement of signage in the appropriate location(s) as the project proceeds. The Owner shall provide signage.

3.8 PROJECT SAFETY

Fuel shall be handled in OSHA/NIOSH approved containers only. **Refueling of equipment performed on site shall be performed over a catch basin on a tarpaulin and only at an Owner-approved staging area.** Additionally, a chemical absorbent for spilled fuels and other chemicals must be kept at the Work Sites by the Contractor throughout the duration of this project.

The Contractor shall have on site at all times during burning procedures appropriate equipment and at least ten (10) gallons of water to control and extinguish any fires when needed.

3.9 NOTIFICATION

The Owner's Project Manager (See Section 2C for Owner's Project Manager Cell Phone Number) shall be notified at least 24 hours before the start of any work. Additionally, a Project Notification Form shall be filled out by the Owner's Project Manager and distributed to the Contractor and Forest Preserve Staff. The Contractor shall keep a copy of this form with them at all times while on site, including a visible copy placed in all vehicles.

In the event of the following occurrences: pesticide spillage, fuel spillage, any personal injury or death related to the project, or damage to Owner facilities; notify the Owner's Project Manager at 847.276-6943; and the Owner's Risk Manager, Laurel Diver at 847.968.3242 at once.

In the event of such occurrences, the Owner shall file the appropriate incident reports with the assistance of the Contractor within the required filing period.

3.10 PERSONNEL AND PUBLIC SAFETY

Any trails and/or roads within 200 feet of the daily work area shall be posted with Caution-Work Area, Tree Work Ahead or Construction Area signs to warn the public. Signs on public roadways shall conform to all applicable Owner and IDOT signage specifications.

Appropriate caution shall be taken when work is performed near trails, utilities, and roads. This shall include the posting of sentinels if there is the possibility of debris or brush from project activities landing in the trail or road area.

It shall be the responsibility of the Contractor to adhere to all applicable Owner and OSHA safety regulations and guidelines, as well as Federal Construction Safety and Health Standards while carrying out activities related to this project.

The Contractor shall ensure that the following safety equipment be available at the project site at all times for personnel involved in this project:

- First Aid Kit
- Portable emergency eye wash station
- Chemical spill kit

3.11 FIELD INSPECTION

The Owner's Project Manager shall conduct periodic random inspections of the woody plant control areas in order to verify that the target species are being effectively removed, herbicide solutions are properly applied, and native species and sensitive areas are protected. The Owner's Project Manager shall inspect all herbicide treatments within three (3) weeks after the completion of herbicide application by the Contractor.

SECTION 4 – PROJECT PERFORMANCE

4.1 EVALUATION OF CLEARING RESULTS AND RETAINAGE

The Owner's Project Manager or a designee shall perform the evaluation of the success and fulfillment of the clearing results and contract/specifications. Payment shall be made after Owner inspection.

The Owner shall retain 20% of each payment request until successful completion of the contract.

4.2 INSPECTION SCHEDULE FOR HERBICIDE TREATMENTS

TASK	COMPLETION DATE	INSPECTION DATE
Cutting, Brush Removal, and Stump Herbicide Treatment	March 15	March 30 – April 15
First Resprout and Small Stem Herbicide Treatment	June 10	June 25 - July 5
Follow-up Resprout Small Stem Herbicide Treatment	July 30	July 15 - July 30

SECTION 5 PROJECT COMMUNICATION

All communication regarding this project shall transpire between the Owner's Project Manager and the Contractor's Project Manager and between the Owner's Project Manager and the Contractor's Field Crew Leader. An alternate contact for the Owner and Contractor shall be appointed should either Project Manager or the Field Crew Leader be temporarily unavailable. All correspondence and applications for payment shall be directed to the Owner's Project Manager.

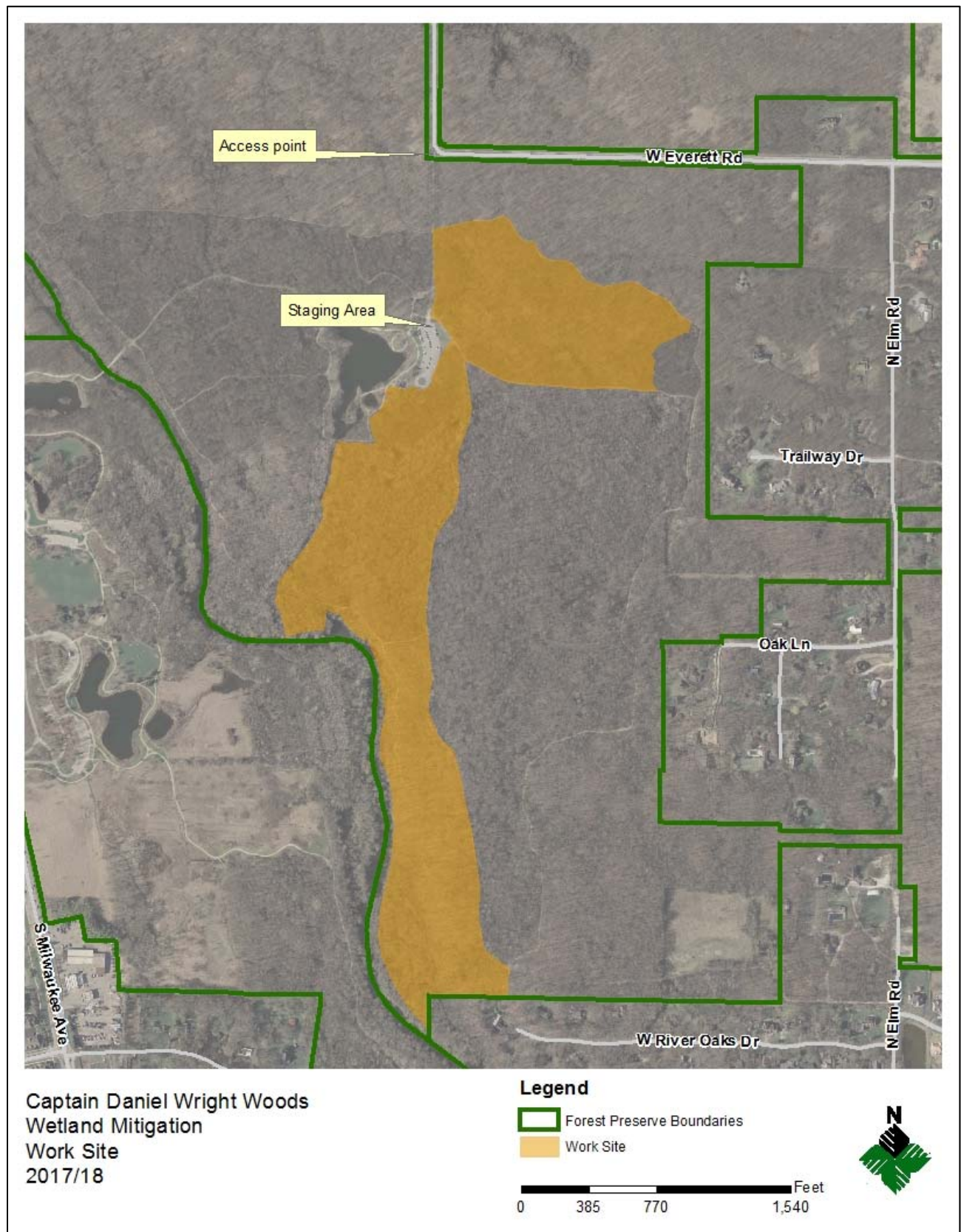
Contractor shall call the Owner's Project Manager weekly with an update of the project status, work completed, problems encountered, etc., from the commencement date to the date of completion. The Contractor shall discuss site conditions and progression of work with the Owners' Project Manager weekly (or more frequently if conditions change rapidly) via joint site inspections or telephone.

Contractor shall fill out the Owner's Herbicide Application Record for each day that herbicide is applied in the Work Area (Owner will provide a formatted electronic excel spreadsheet). The spread sheet shall be emailed to the Owner's Project Manager on a weekly basis from commencement through successful completion of the project while herbicide is being applied on site.

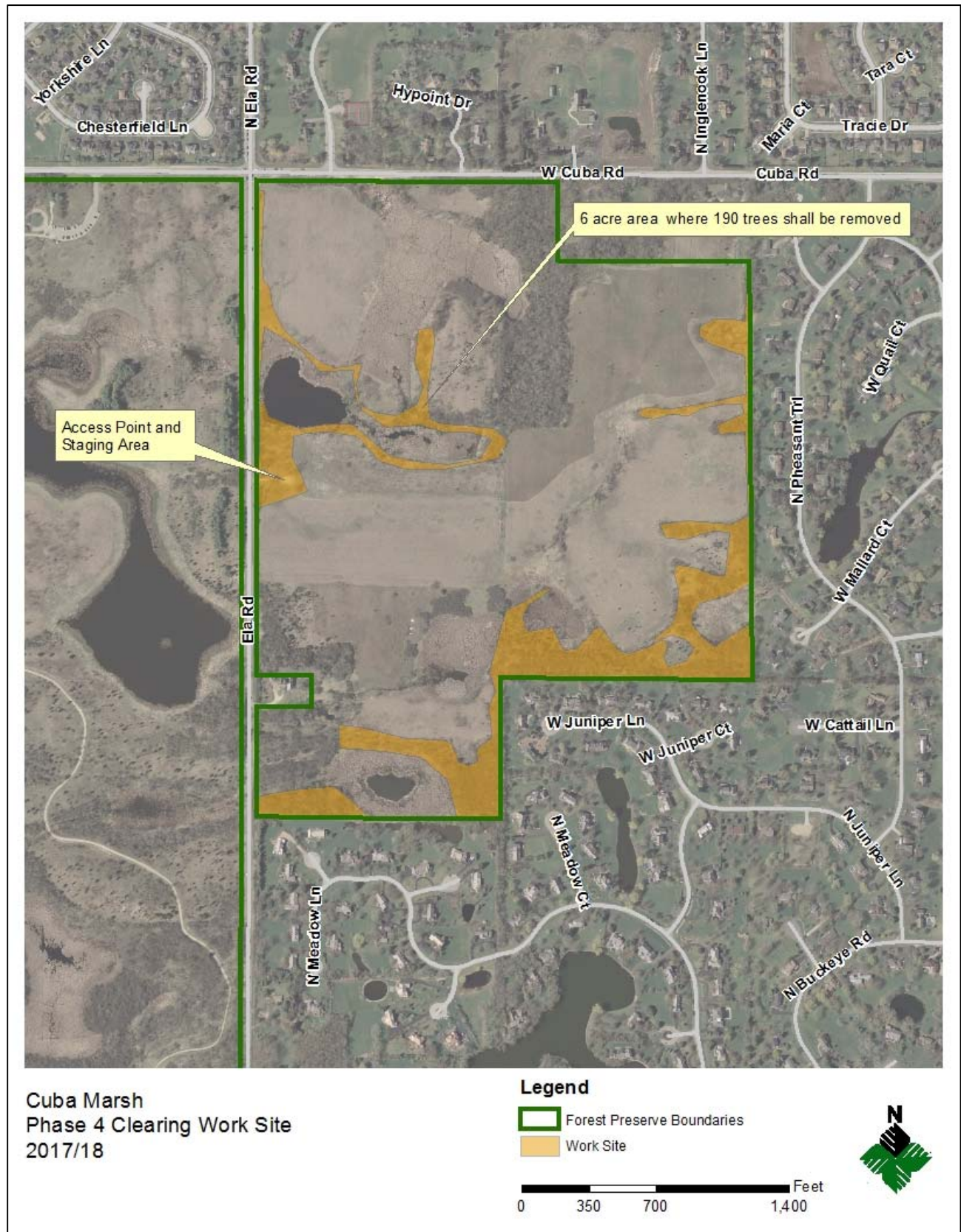
ATTACHMENT C
LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>SHEET TITLE</u>	<u>DATE LAST REVISED</u>
1	Captain Daniel Wright Woods Wetland Mitigation Clearing Project	7/25/2017
2	Cuba Marsh Phase 4 Clearing	7/25/2017
3	Ethel's Woods Phase 1 Clearing	7/25/2017
4	Fourth Lake Phase 1 Clearing	7/25/2017
5	Grant Woods Phase 2 Clearing	7/25/2017
6	Greenbelt Phase 4 Clearing	7/25/2017
7	Lakewood Schreiber Oak Woodland Phase 4 Clearing	7/25/2017
8	Van Patten Woods Phase 2 Clearing	7/25/2017
9	Wadsworth Savanna Phase 6 Clearing	7/25/2017
10a	Oak Woodland Habitat Restoration Clearing – MacArthur Woods	7/25/2017
10b	Oak Woodland Habitat Restoration Clearing – Lloyds Woods	7/25/2017
10c	Oak Woodland Habitat Restoration Clearing – Elm Road Woods	7/25/2017
10d	Oak Woodland Habitat Restoration Clearing – Ryerson	7/25/2017

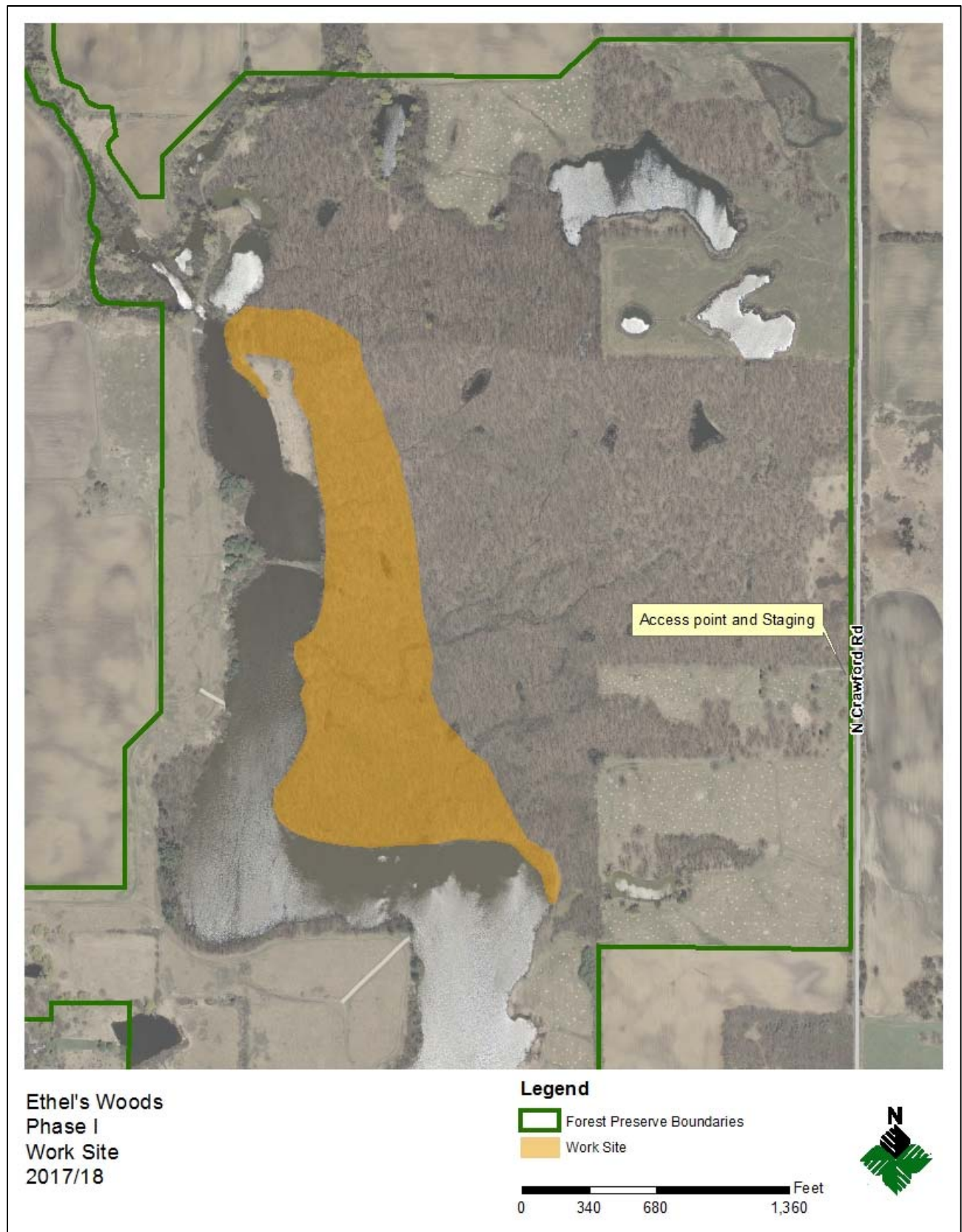
SHEET 1. CAPTAIN DANIEL WRIGHT WOODS WETLAND MITIGATION CLEARING PROJECT



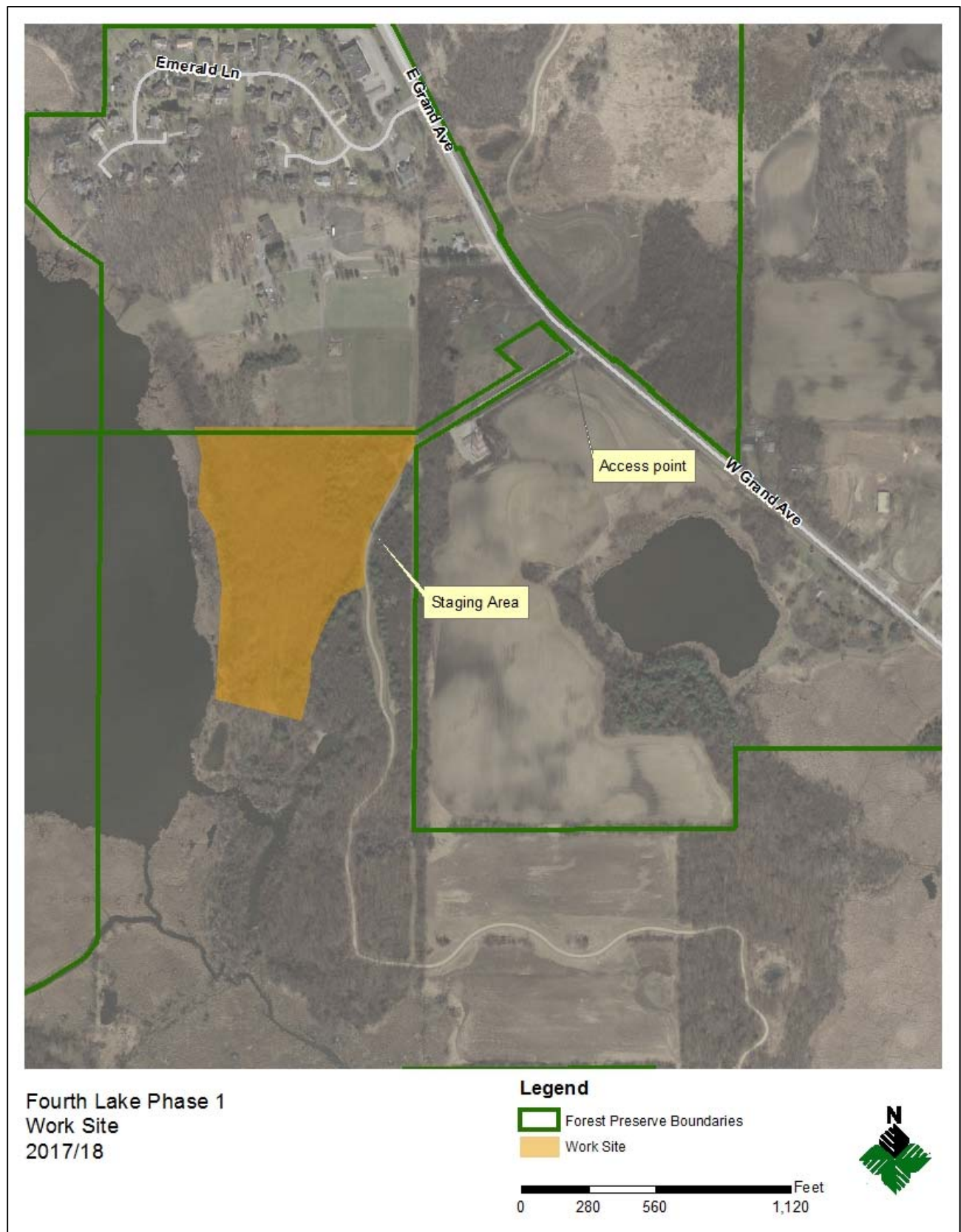
SHEET 2 CUBA MARSH PHASE 4 CLEARING



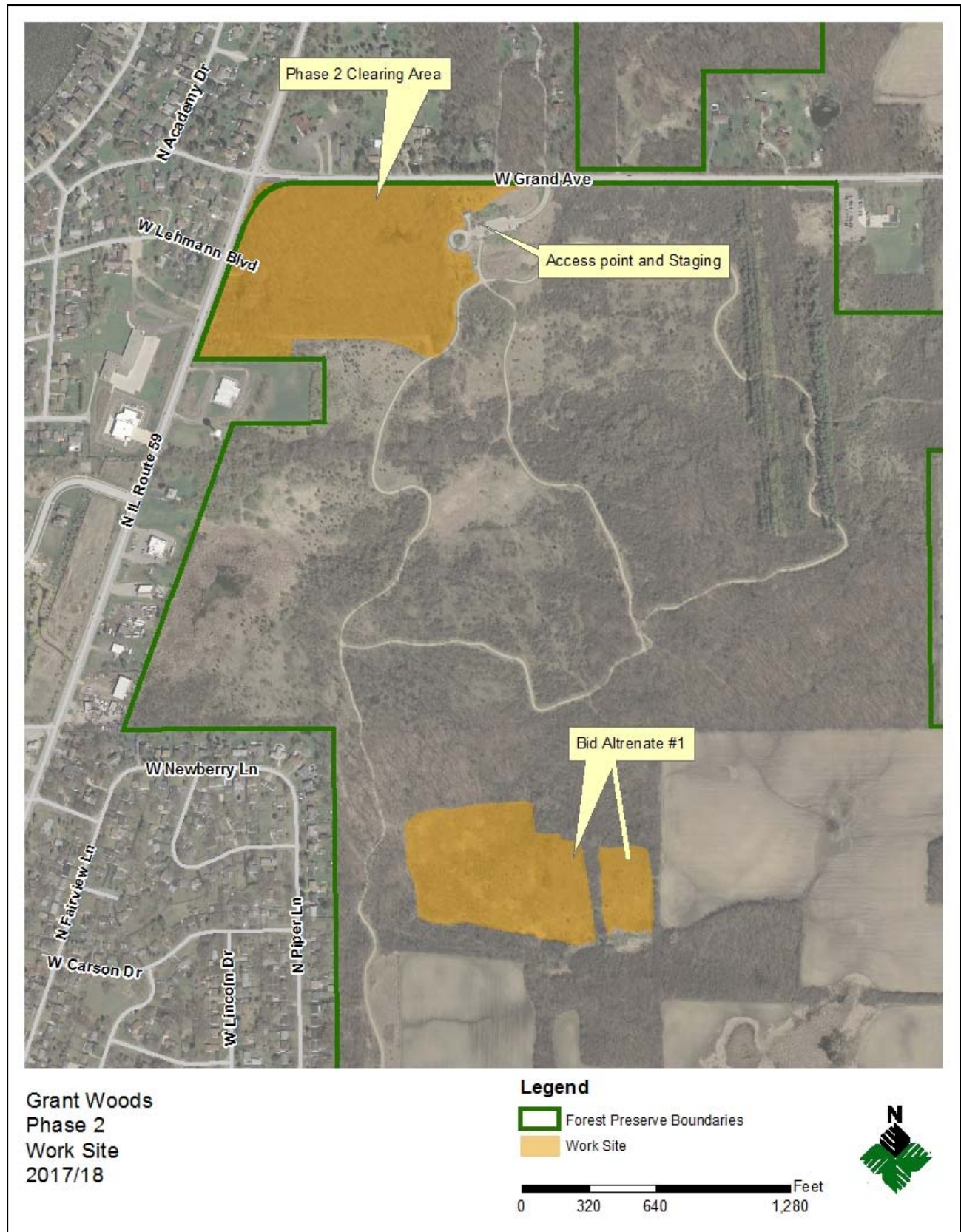
SHEET 3 ETHEL'S WOODS PHASE 1 CLEARING



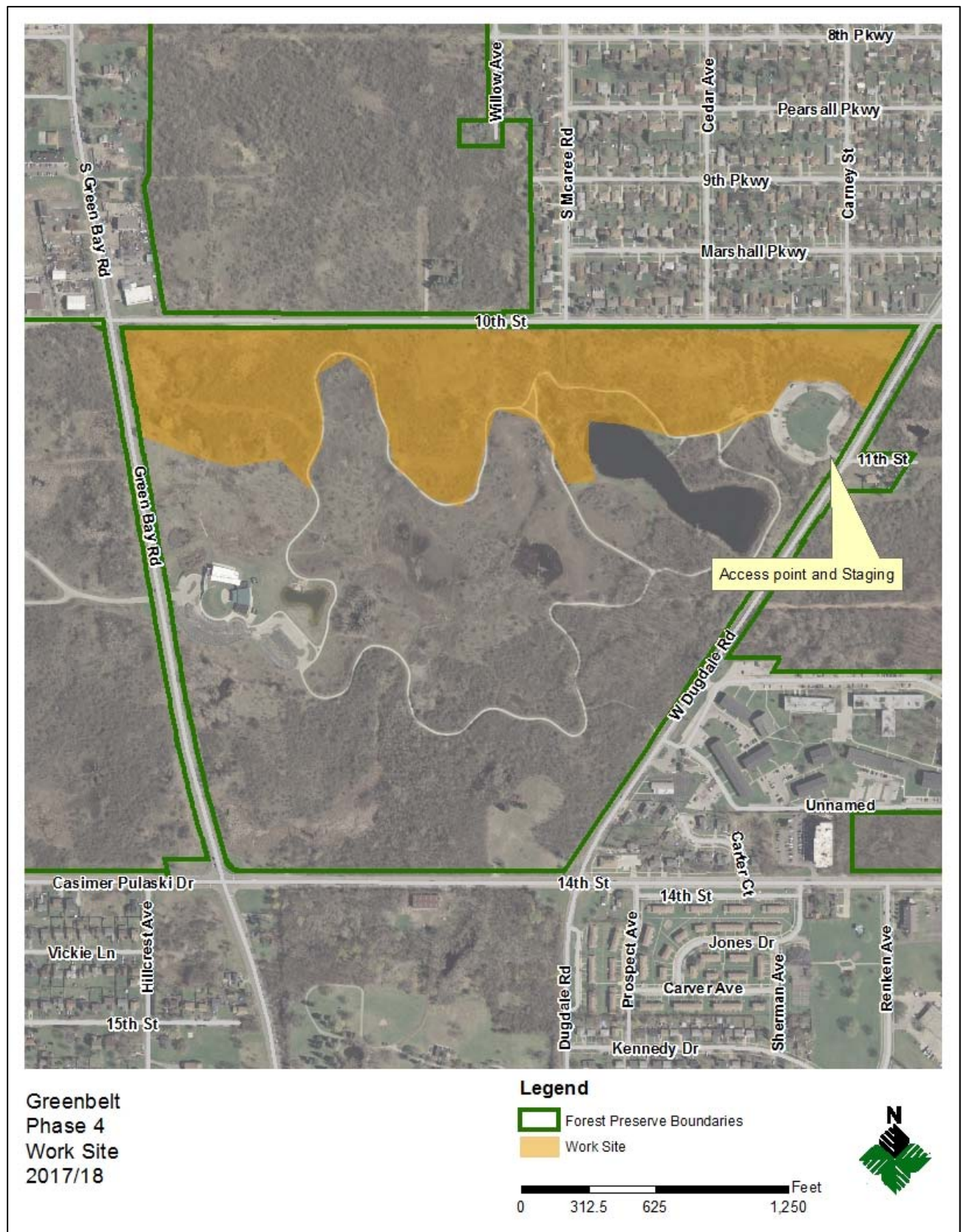
SHEET 4 FOURTH LAKE PHASE 1 CLEARING



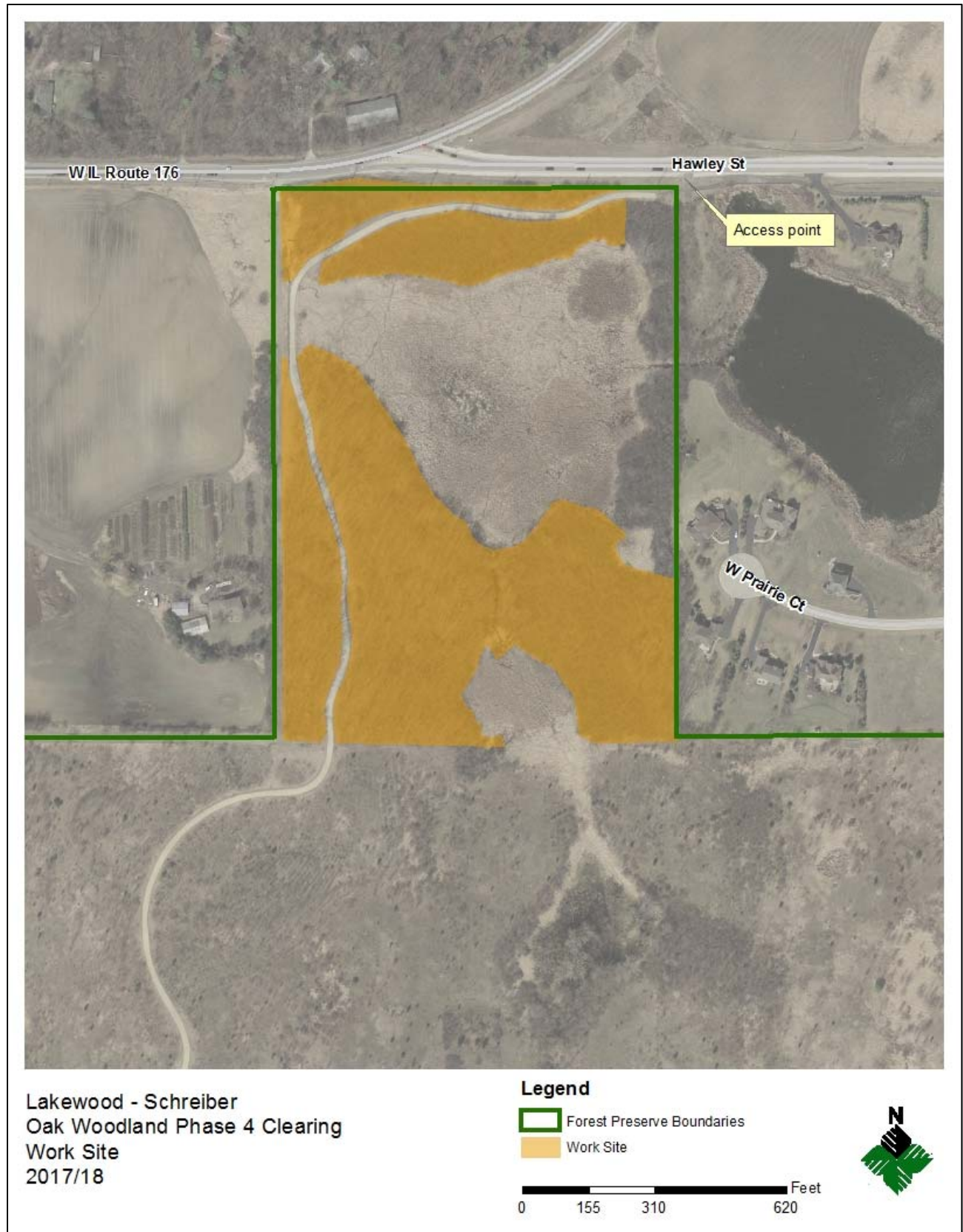
SHEET 5 GRANT WOODS PHASE 2 CLEARING



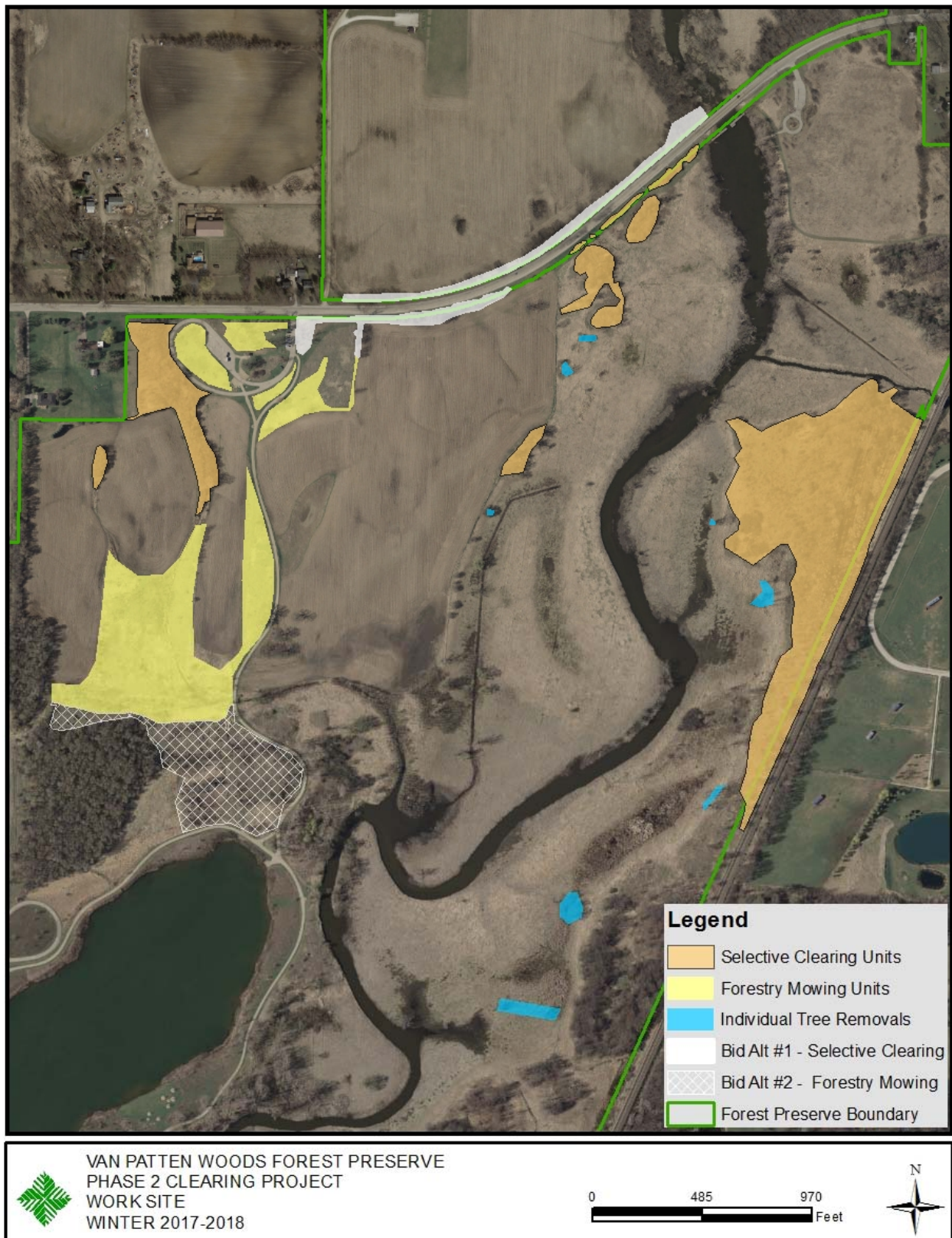
SHEET 6 GREENBELT PHASE 4 CLEARING



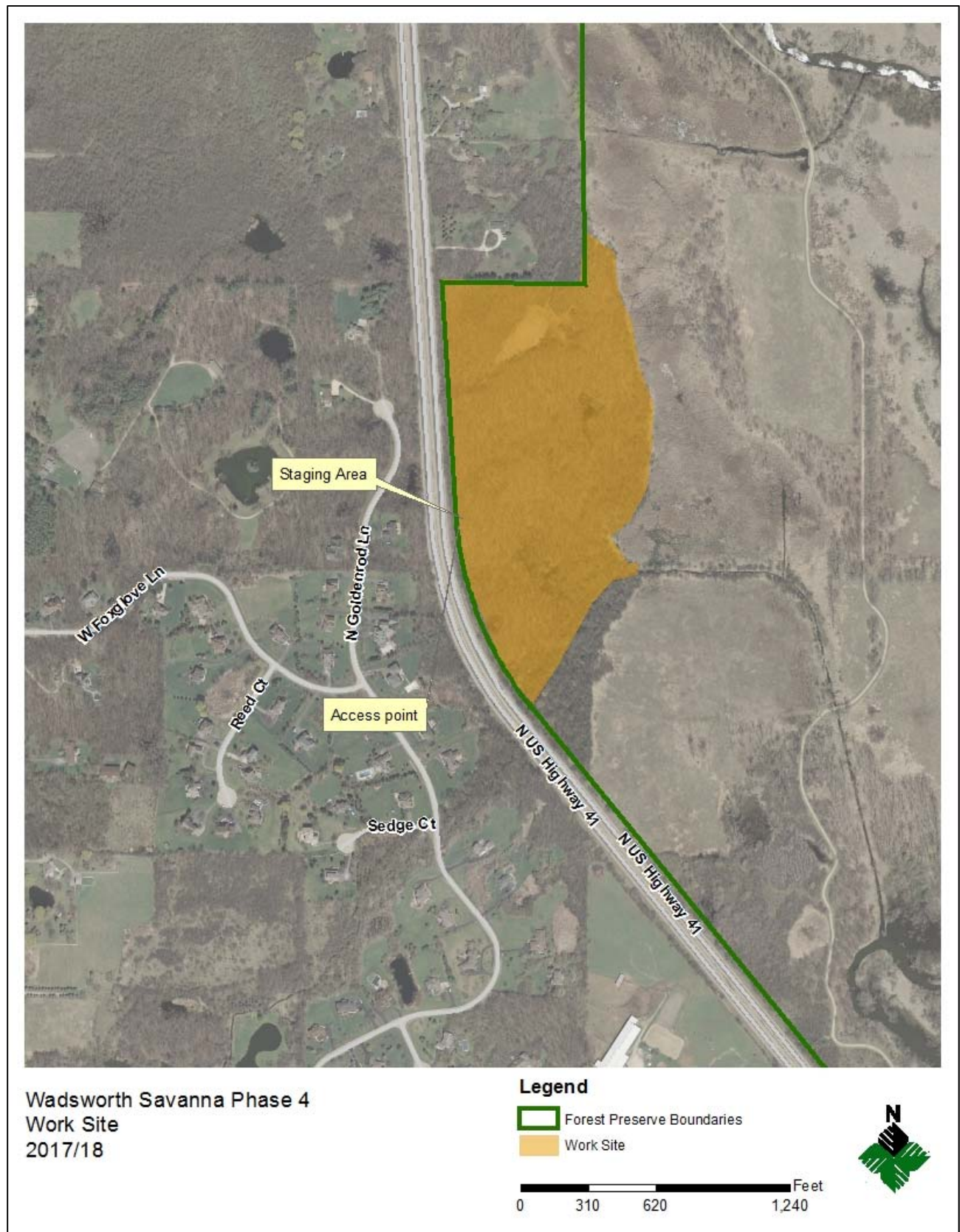
Sheet 7 Lakewood Schreiber Oak Woodland Phase 4 Clearing



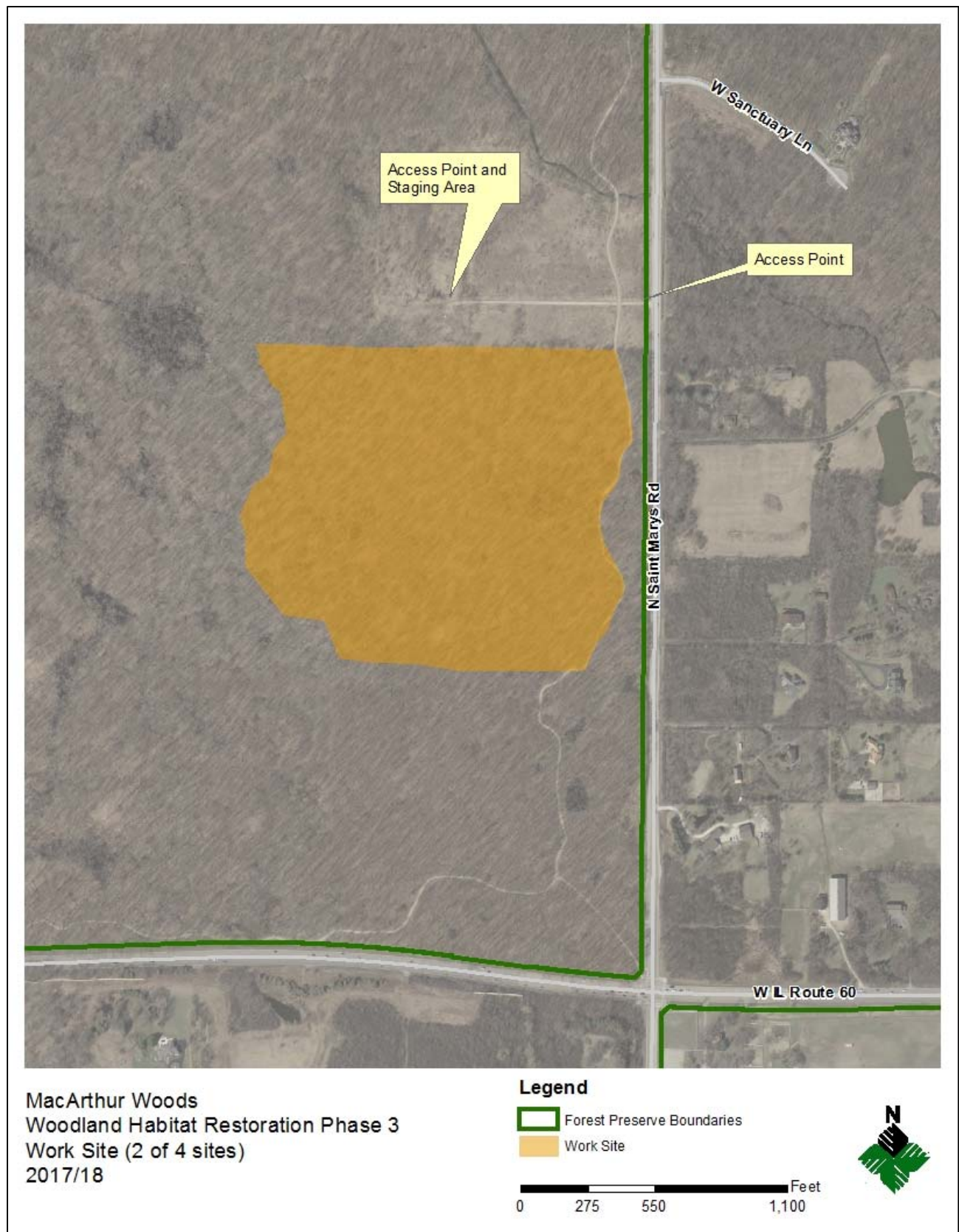
SHEET 8 VAN PATTEN WOODS PHASE 2 CLEARING



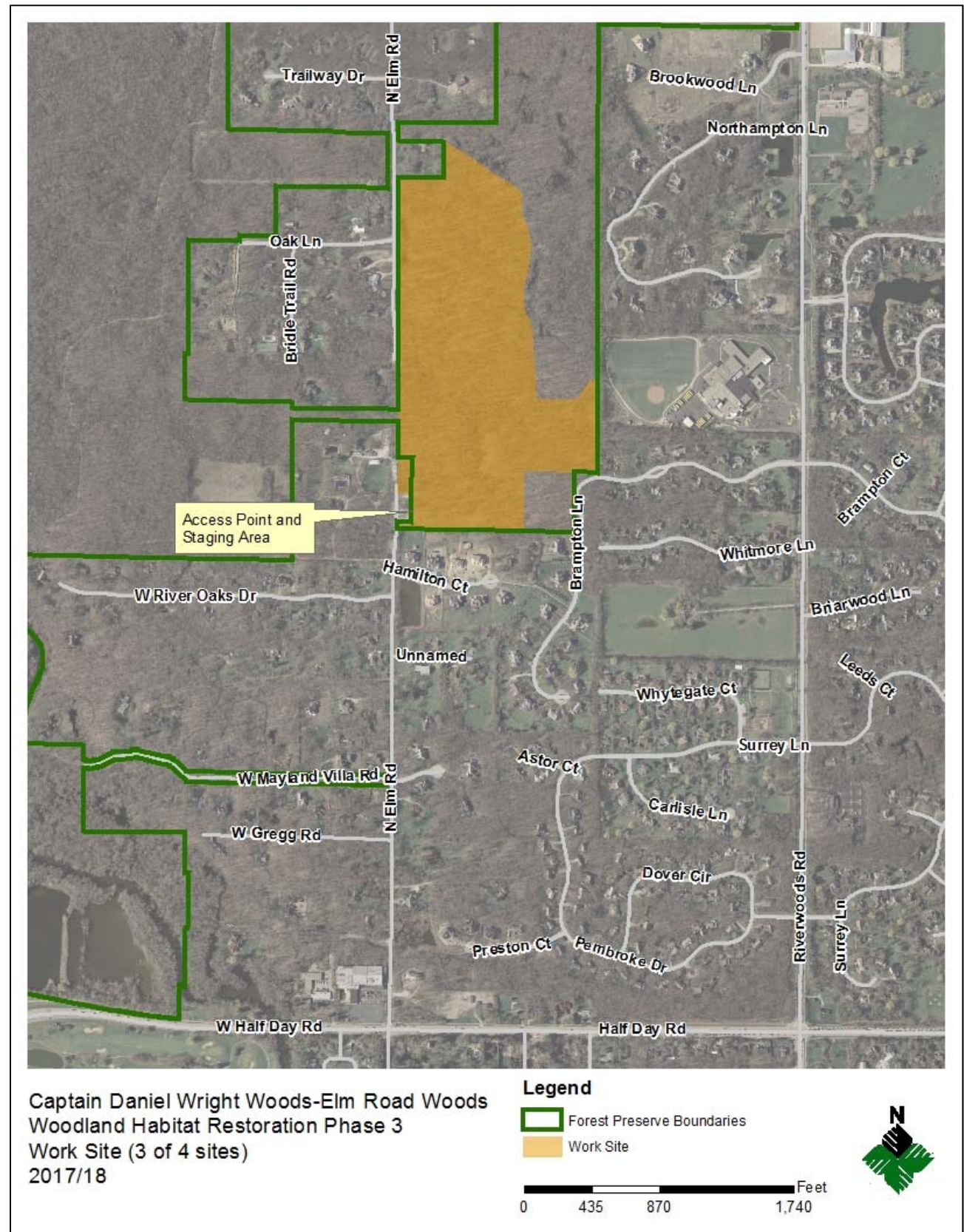
SHEET 9 WADSWORTH SAVANNA PHASE 6 CLEARING



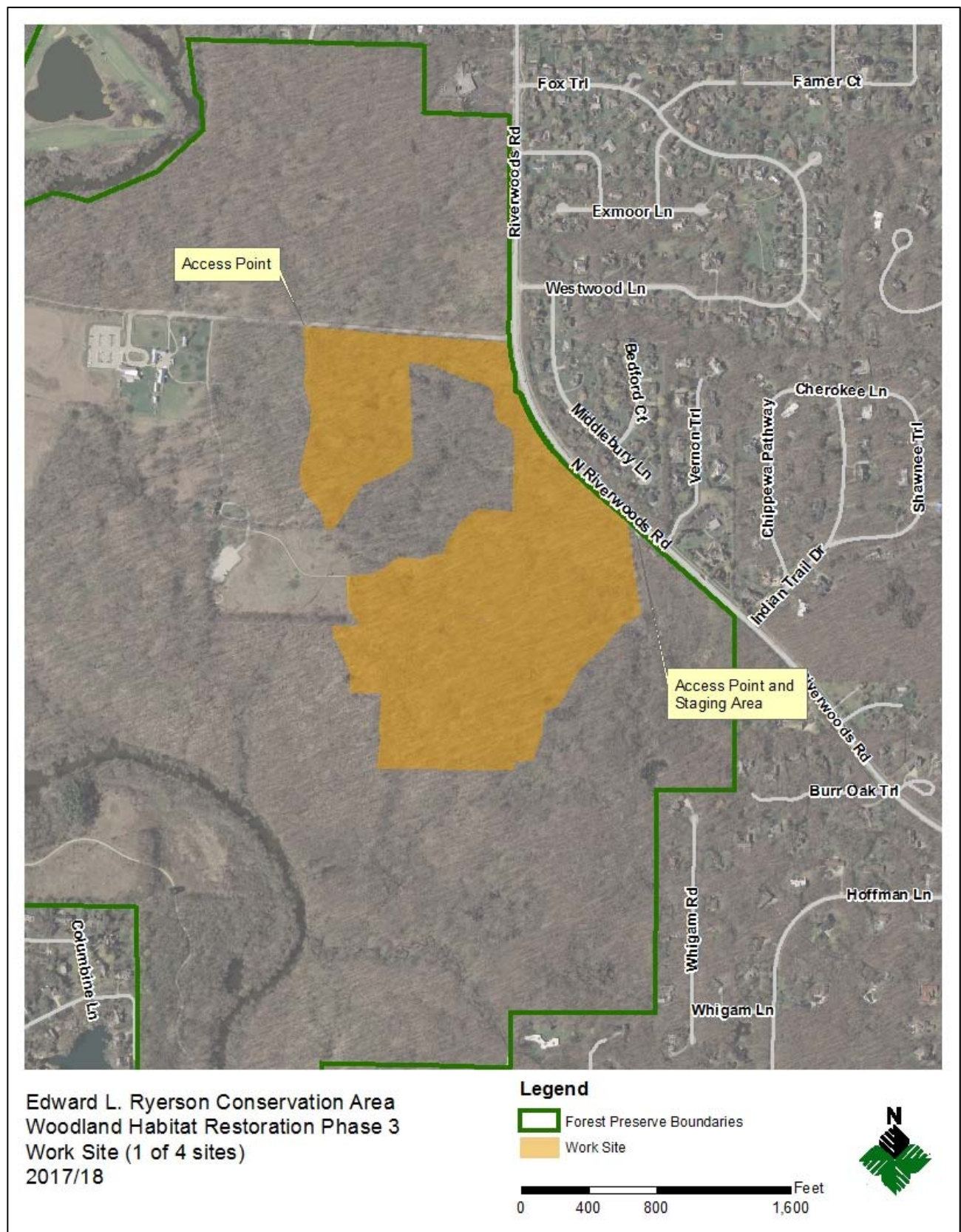
SHEET 10A OAK WOODLAND HABITAT RESTORATION CLEARING – MACARTHUR WOODS



SHEET 10C OAK WOODLAND HABITAT RESTORATION CLEARING – ELM ROAD WOODS



SHEET 10D OAK WOODLAND HABITAT RESTORATION CLEARING – RYERSON



ATTACHMENT D
SPECIAL PROJECT REQUIREMENTS

1. Construction Limits

Contractor shall work within the construction limits indicated in the drawings listed in Attachment C (the "Drawings") and marked in the field by Owner. The approximate location of Contractor's access to the Work Sites is shown on such drawings or if not shown will be determined in the field by Owner and Contractor. Owner reserves the right to alter the construction limits to avoid damage to environmentally sensitive areas. Contractor may maintain uncovered storage and construction parking only in those areas designated by Owner.

2. Other Contracts

Owner may have separate contracts in force at the same time and in the same area of the Work Sites. Contractor shall schedule the Work and cooperate with others at the Work Sites pursuant to Section 1.13 of the Contract.

3. Utilities

Owner is not required to provide any utility services. Contractor shall provide, and pay all costs for, necessary temporary electrical, heat, sanitary sewer, and water hook-ups.

4. Layout of Work

Owner will establish in the field two (2) surveying benchmarks for layout of Work, as shown on the Drawings. Contractor shall clearly lay out all areas of Work to be performed for approval by Owner prior to start of such Work. Contractor shall perform all other survey work necessary to complete the Work at no extra cost to Owner.

5. Site Access

All site access shall be limited to the designated site access point as shown on the drawings or if not shown on the drawings as determined in the field by Owner and Contractor. Contractor shall maintain access to the Work Sites at no additional cost to Owner. If dirt and debris are tracked onto adjacent public streets or highways or Owner's trails, drives, parking areas or other property Contractor shall thoroughly clean the pavement by 3:00 p.m. each workday or as often as required by Owner. If any municipality or public agency, including Owner, is called to clean the pavement, all resulting expenses shall be paid by the Contractor.

Contractor shall use the existing gravel base site access road (main course drive) for site access and shall fill with gravel any large ruts in such road caused by construction traffic.

6. Construction Noise

To minimize the effect of construction noise in the area surrounding the Work Sites, Contractor shall comply, and cause its subcontractors to comply, with the following requirements:

- a. All engines and engine-driven equipment used for hauling or construction shall be (i) equipped with an adequate residential rated muffler in constant operation and (ii) properly maintained to prevent excessive or unusual noise.
- b. Any machine or device or part thereof, which is regulated by or becomes regulated by government noise standards shall conform to those standards.

7. Existing Utilities

Existing public and private utilities are not shown on the Drawings. Contractor (a) shall familiarize itself with the location of all utilities and structures that may be found in the vicinity of the construction; (b) assumes responsibility for all utilities; and (c) acknowledges that the actual locations and/or elevations of the utilities may be different than indicated.

If any damages occur to utilities because of Contractor's acts or omissions, Contractor shall repair such damages, at its expense, in a manner acceptable to the Owner and/or engineer. The Contractor shall notify all utility companies of its construction schedule and coordinate construction operations with the utility companies so that relocation of utility lines and structures may proceed in an orderly manner.

8. Existing Public Access

Contractor shall maintain existing asphalt roads, parking lots and gravel trails within the Work Sites open, safe, and accessible condition for public use at all times during the Work.

9. Incidental Site Restoration

Upon completion of the Work, Contractor shall (a) remove all debris and excess materials from the Site; and (b) smooth over, restore, fine grade, and seed with seed mix approved by owner any disturbed areas identified by Owner to ensure positive drainage in a manner acceptable to the Owner.

Contractor shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials, wetlands, structures, roads, parking lots, trails, turf areas, finished topsoil areas, and other property of Owner, the public, or private entities

Any such area disturbed by Contractor shall be restored to its original condition by Contractor and at Contractor's expense. The opinion of Owner shall be final in determining acceptability of restored areas.

10. Protection and Care of Trees and Shrubs that are to Remain

Contractor shall not damage, cut, prune, transplant or remove any tree; attach any rope, wire, nail or other object to any tree; allow any gaseous, liquid or solid substance or equipment to contact any tree or the soil located within the dripline of any tree; impair normal surface drainage around any tree; or allow any fire to burn which will injure any tree or act in any way to affect the vigor or appearance of any tree, except as such action is specifically authorized by the Drawings for individually designated trees or groups of trees.

11. Protection of Streams, Lakes, Reservoirs

Contractor shall provide adequate planning and supervision during the Work for implementing construction methods, processes, and clean-up procedures necessary to prevent water pollution and to control erosion.

If spoil material is excavated, dredged or otherwise produced out of a waterway, Contractor shall not return or discharge such material to the waterway or any other body of water (unless discharge has been approved in accordance with applicable laws, but shall deposit it in a self-contained area in compliance with all applicable laws. Contractor shall perform all backfilling with clean material and in a manner to prevent violation of applicable water quality standards.

Owner and/or engineer determines that portions of the Work Sites have a high potential for erosion, Owner and/or engineer may limit the areas that can be exposed by construction operations and at any one time and Contractor shall limit the duration of such areas' exposure to the elements to the shortest time as practicable. Contractor shall construct erosion control features concurrently with other work as directed by Owner.

Contractor shall undertake necessary measures and procedures to reduce erosion during construction, including interim measures to prevent erosion during construction including the installation of staked straw bales, sedimentation basins, silt fences, and temporary mulching.

Contractor shall implement erosion control measures consistent with the "Standard and Specifications for Soil Erosion and Sediment Control" (IEPA/WPC/87-012).

12. Approved Schedule

As a required Submittal pursuant to Section 1.3 of this Contract, Contractor shall submit to Owner within ten days after the execution of this Contract, a detailed schedule of the Work showing the time of beginning and completion for at least every major component of the Work. Such schedule shall logically and realistically relate the performance of each component of the Work to each other component of the Work and to the whole of the Work so as to demonstrate that sufficient time has been allowed for the completion of each component without interference or delay from or to any other component. The schedule shall demonstrate Contractor's ability to comply with the requirements of the Contract. If the schedule so submitted is not in all respects satisfactory and in full compliance with the requirements of this Contract, Owner shall return a copy of the schedule to Contractor with such exceptions noted as Owner may deem appropriate and Contractor shall submit a revised schedule to Construction Coordinator within two business days. If, and when, the schedule so submitted or resubmitted is in all respects satisfactory, and in full compliance with the requirements of this Contract, Owner shall return a copy of the schedule to the Contractor with no exceptions noted ("Approved Schedule"). Owner may require the Approved Schedule to be revised or updated as frequently as Owner may deem necessary prior to Final Acceptance of the Work.

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APPENDIX 1
PREVAILING WAGE ORDINANCE

General Offices 1899 West Winchester Road Libertyville Illinois 60048 Telephone 847-367-6640 Fax 847-367-6649



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: June 8, 2017

Agenda Item # 9.1

MEMO TO: S. Michael Rummel, Chair
Finance Committee

FROM: Steve Neaman
Director of Finance

RECOMMENDATION: Recommend approval of an Ordinance ascertaining the 2017/2018 Prevailing Wage Rates for Lake County.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: No impact.

BACKGROUND: Annually, the District is required by the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., to adopt the Prevailing Wage Rates for Lake County. A copy of the Ordinance must then be filed with the Secretary of State Index Division and the Department of Labor of the State of Illinois and published in a newspaper of general circulation.

REVIEW BY OTHERS: Chief Operations Officer, Purchasing Manager, Corporate Counsel

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY ILLINOIS**

AN ORDINANCE ASCERTAINING PREVAILING WAGE RATES

WHEREAS, the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (1993) (the “Act”), provides that laborers, workers and mechanics that are directly employed by contractors or subcontractors that are engaged in the construction or demolition of public works on behalf of public bodies shall be paid no less than the general prevailing hourly rate in the locality where the work is performed; and

WHEREAS, Section 4 of the Act requires that a public body awarding any contract for public works or otherwise undertaking any public works “shall ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed” for the various categories of work; and

WHEREAS, the Finance Committee has reviewed the prevailing wage rate determinations of the State of Illinois Department of Labor for the County of Lake as of June 8, 2017, a copy of which is hereby incorporated in and made a part of this ordinance as Exhibit A, and has ascertained and determined that the general prevailing rate of wages for public works projects within the Lake County Forest Preserve District (the “District”) is the same as stated in Exhibit A;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

Section 2: Prevailing Wage Rates. The general prevailing rate of wages for public works projects within the District is hereby ascertained and determined to be the same as stated in Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in Lake County by the Illinois Department of Labor shall supersede the determination in Exhibit A and shall apply to any and all public works construction undertaken by the District.

Section 3: Public Works. Nothing in this Ordinance shall be construed to apply the general prevailing rate of wages for Lake County to any work or employment except public works of the District conducted in the District to the extent required by the Act.

Section 4: Public Posting. The Secretary of the District is hereby directed to publicly post or keep available for inspection by any interested party in the main office of the District the determination of the prevailing rate of wages for Lake County as set forth in this ordinance.

Section 5: Filing, Publication and Notification. The Executive Director is hereby directed to:

- A. Promptly file a certified copy of this Ordinance with the Illinois Secretary of State and the Illinois Department of Labor; and

- B. Cause this Ordinance to be published in a newspaper of general circulation within the District within thirty (30) days of its filing with the Illinois Secretary of State or the Illinois Department of Labor; and
- C. Mail a copy of any determination made in this Ordinance to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses with the District requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates; and
- D. Where a public work has been awarded with a public bid, contract or project specification, list the rates stated in Exhibit A in bid specifications for all public works contracts to be awarded, and where a public work has been awarded without a public bid, contract or project specification, provide written notice on the purchase order related to the work or on a separate document that not less than the rates stated in Exhibit A must be paid to all laborers, workers, and mechanics performing work on the project.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 13th day of JUNE, 2017.

AYES: 21

NAYS: 0

APPROVED this 13th day of JUNE, 2017.

Ann B. Maine
Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani
Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. 5265

WOODY INVASIVE PLANT CLEARING – WINTER 2017 AT
 MULTIPLE FOREST PRESERVES
 62806-18002-885

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

LAKE COUNTY
 PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		43.25	45.25	2.0	1.5	2.0	10.00	20.38	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		35.85	37.95	1.5	1.5	2.0	11.43	12.38	2.13	0.54
ELECTRIC PWR EQMT OP	All	ALL		0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		30.33	53.29	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85
ELECTRIC PWR TRK DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	All	BLD		40.00	44.00	1.5	1.5	2.0	14.10	17.49	0.00	0.65
ELEVATOR CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	All	All		44.20	46.20	2.0	2.0	2.0	13.65	21.14	0.00	0.35
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35

WOODY INVASIVE PLANT CLEARING – WINTER 2017 AT
MULTIPLE FOREST PRESERVES
62806-18002-885

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
OPERATING ENGINEER	All	FLT	4	39.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		43.12	45.71	1.5	1.5	2.0	10.00	20.68	0.00	0.50
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All	BLD		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		32.75	34.35	1.5	1.5	2.0	8.45	6.05	0.00	0.50
TRUCK DRIVER	All	All	1	37.05	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	All	2	37.20	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	All	3	37.40	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	All	4	37.60	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TUCK POINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that FULL NAME AND ADDRESS OF CONTRACTOR, as Principal, hereinafter called Contractor, and FULL NAME AND ADDRESS OF SURETY, as Surety, a corporation organized and existing under the laws of the State of STATE, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of CONTRACT PRICE Dollars for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or occurred by reason of Contractor's failure to promptly and faithfully perform its Contract with Owner, said Contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated DATE OF CONTRACT AGREEMENT, with Owner entitled "Contract Between Lake County Forest Preserve District and CONTRACTOR'S NAME for WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT MULTIPLE PRESERVES (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT MULTIPLE PRESERVES; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond, in the event of Contractor's default, be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Work upon thirty (30) calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract. At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than thirty (30) calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner of the heirs, executors, administrators, or successors of Owner.

Signed and sealed this _____ day of _____, 2017

Attest/Witness

PRINCIPAL: NAME OF CONTRACTOR

By: _____

By: _____
(EXECUTING OFFICER)

Title: _____

Title: _____

Attest/Witness

SURETY: NAME OF SURETY

By: _____

By: _____

Title: _____

Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that FULL NAME AND ADDRESS OF CONTRACTOR, as Principal, hereinafter called Contractor, and FULL NAME AND ADDRESS OF SURETY, as Surety, a corporation organized and existing under the laws of the State of STATE, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of CONTRACT PRICE Dollars, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated DATE OF CONTRACT AGREEMENT with Owner entitled "Contract Between Lake County Forest Preserve District and CONTRACTOR'S NAME for WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT MULTIPLE PRESERVES (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though full set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site, and in the manner specified in the Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for WOODY INVASIVE PLANT CLEARING - WINTER 2017 AT MULTIPLE PRESERVES; (2) to procure and furnish all permits licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to or voluntarily agrees to pay any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, services or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this _____ day of _____, 2017

Attest/Witness

PRINCIPAL: NAME OF CONTRACTOR

By: _____

By: _____
(EXECUTING OFFICER)

Title: _____

Title: _____

Attest/Witness

SURETY: NAME OF SURETY

By: _____

By: _____

Title: _____

Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7
FOR SIGNATURE REQUIREMENTS