

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**REQUEST AND INVITATION FOR BID PROPOSALS**

**(Document A)**

Sealed Bid Proposals for Mowing Services are being requested and invited and shall be received by the Village of Lake Villa, Illinois (hereinafter referred to as the “Village”) at the Village of Lake Villa Village Hall at 65 Cedar Avenue, Lake Villa, IL 60046, on or before, but not later than 10:00 A.M. on the 22<sup>nd</sup> day of March, 2024, and immediately thereafter all Proposals shall be publicly opened and the Proposal prices read aloud.

All Bidders shall be required to submit a written proposal for the Project. In brief summary, the Project consists of the following:

**PROJECT: SCOPE OF WORK (Brief Description):**

The Contractor shall provide all labor, materials, services, and supervision and technical support for Mowing Services.

The Contractor will be responsible for Mowing Services at various parks and Village owned locations.

The term of the initial Contract shall be from May 1, 2024 through April 30, 2025. The Village may, at its option, award a separate one (1) year Contract for three (3) separate subsequent contract years (pending Village Board approval) for May 1, 2025 through April 30, 2026, May 1, 2026 through April 30, 2027, and May 1, 2027 through April 30, 2028.

The Work to be performed under each Contract shall be commenced on May 1 of the initial contract year and thereafter on May 1 of each of the subsequent contract years (hereinafter the “Commencement Date”) and shall be completed on April 30 of the following year (hereinafter the “Completion Date”) for each respective contract year.

The Bid Package, including the Bid Proposal Form, and all other required Contract Documents, can be obtained from Public Works Superintendent Ryan Horton at the Village of Lake Villa Village Hall, 65 Cedar Avenue, Lake Villa, IL 60046, Telephone: (847) 356-6100. Bid Packages can also be sent out by shipper/courier at a Bidder’s expense, in which case the Bidder must furnish the Bidder’s shipper/courier account number via email to either Ryan Horton (Email: [RHorton@lake-villa.org](mailto:RHorton@lake-villa.org)) or Jacob Litz (Email: [jlitz@lake-villa.org](mailto:jlitz@lake-villa.org)).

Sealed envelopes or packages containing Bid Proposals shall be marked or endorsed sealed Bids for “Mowing Services” and delivered to Ryan Horton, Superintendent of Public Works, Village of Lake Villa, 65 Cedar Avenue, Lake Villa, Illinois, and the envelope should bear on the outside the name of the contractor submitting the bid proposal (including the full, correct name, address, and telephone number of the proposed contractor’s corporation) and the contractor’s Illinois business license number. No Bid Proposal shall be considered unless it is submitted on the Village’s Bid Proposal form, which is part of this Bid Package (unless otherwise specified). The Bid Proposal form submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the Bid Proposal. Bid prices shall be valid for at least sixty (60) days from the date of the bid opening or as otherwise specified on the Bid Proposal form.

Bidders must submit three (3) complete, sealed, signed and attested hard copies of the bid. One (1) hard copy shall be an original unbound version, marked “Original” and must contain original signatures. One (1) hard copy shall be an original bound version, marked “Original” and must contain original signatures. The final hard copy shall be a complete, identical, bound copy of the bid. Bid Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

**MANDATORY SITE VISIT:** Not less than five (5) days prior to the scheduled bid opening, and prior to submitting a bid proposal to the Village, bidders are required to arrange and make an appointment for an on-site visit of all Project locations by contacting Ryan Horton; Telephone: 847-356-6100 or Email: [RHorton@lake-villa.org](mailto:RHorton@lake-villa.org) during the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.

**ELIGIBILITY:** All eligible proposed contractors shall have a minimum of five (5) years' experience with projects or work of a similar nature and size.

The Village encourages minority, women's, and/or disadvantaged business enterprises to submit bids on the Project and successful contract bidders are encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

It is the intent of the Village to make contract award(s) to the lowest responsible bidder whose bid properly addresses and complies with this Request and Invitation for Bid Proposals and the related Contract Documents and is most advantageous to the Village, price and other factors considered.

The Village reserves the right to reject any or all proposals, or any portion thereof, and/or may reject any proposal for failure to comply with all requirements of this Notice or any of the Contract Documents; however, the Village may waive any minor defects or informalities at its discretion. The Village may accept, in writing, one of the proposals or reject all of the proposals, within sixty (60) days from the opening of proposals or such longer time as stated in the proposal documents or such time as agreed to by the Village and one or more proposed contractor(s). The Village further reserves the right to award a Contract which, in its judgment, is in the best interest of the Village.

The Village may accept, in writing, one of the proposals which it finds to be in the Village's best interests within fifteen (15) days from the opening of proposals or such longer time as stated in the proposal documents or within such time as agreed to by the Village and one or more proposed contractor(s).

Dated at Lake Villa, Illinois, this March 1, 2024.

Michael Strong, Village Administrator

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**GENERAL INSTRUCTIONS TO BIDDERS**

**(Document B)**

**TO ALL BIDDERS:**

**INTRODUCTION:**

These General Instructions to Bidders may be modified by the attached Project Specifications prepared by and/or on behalf of the Village, which are attached hereto and thereby made a part hereof. To the extent the Project Specifications are inconsistent with these General Instructions, the Project Specifications shall govern and control. In addition, to the extent any of these General Instructions to Bidders shall be inconsistent with the Agreement (Document D) executed between the Village and the successful Bidder (sometimes referred to herein as the "Contractor"), the more restrictive provisions shall govern and control.

**A. VILLAGE REPRESENTATIVE; ON-SITE VISIT TO PROJECT SITE:**

VILLAGE REPRESENTATIVE: The contact person and Village representative relative to the Project is:

Ryan Horton Telephone No. (847) 356-6100

Email Address: RHorton@lake-villa.org

- Prior to submitting a Bid Proposal, Bidders are encouraged, but are not required, to visit the Project site(s), which is/are as follows: \_\_\_\_\_, Lake Villa, IL to thoroughly familiarize themselves with the site(s) and equipment. Please contact the Village representative named above between the hours of \_\_\_\_ a.m. and \_\_\_\_ p.m., Monday through Friday, in order to arrange a visit of the Project site(s). Failure to visit the site will not be an acceptable reason for future changes on the contract price or conditions.
- Prior to submitting a Bid Proposal, Bidders are required to make an on-site visitation and inspection of the work site(s), which are listed below.

Site #	Facility Name	Address
<b>Area A</b>		
1	Glacier Park	700 Waters Edge Drive
2	Lehmann Park	148 Cedar Avenue
3	Loffredo Park	485 N. Milwaukee Avenue
4	Steven Sherwood Memorial Park	Between 39 & 41 Kevin Avenue
5	Cedar Crossing - Park 1	Between 900 Charlton Road & 594 Amherst Drive
6	Cedar Crossing - Park 2 & Lift Station 10	Between 906 & 912 Park Avenue
<b>Area B</b>		
7	Well #5	108 S. Milwaukee Avenue
8	Well #8, Well #9, & Well 13	881 Deep Lake Road
9	Well #11	533 Amherst Drive
10	Well #15 & Well #16	145 Belmont Avenue
<b>Area C</b>		
11	Maintenance Facilities	222 Oak Knoll Drive
12	Lift Station #5	Intersection of Old Monaville & Monaville Road

13	Lift Station #6	1000 ft. north of Petite Lake Road on IL-83
14	Metra Station	129 Railroad Avenue

Please contact the Village representative named above between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, in order to arrange a visit of the Project site(s).

- Prior to submitting a Bid Proposal, Bidders are required to attend a pre-bid meeting which is scheduled for \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_ [a.m.] [p.m.] to be held at:
- the Village of Lake Villa Village Hall, 65 Cedar Avenue, Lake Villa, IL 60046
- \_\_\_\_\_, Lake Villa, IL 60046
- to review the contract and visit the Project location(s). The pre-bid meeting(s) will be assigned on a first-come, first-served basis.

If you have any questions regarding this Request and Invitation for Bid Proposals, please contact the Village representative named above.

**B. BIDDER QUALIFICATIONS AND REASONS FOR DISQUALIFICATION:**

1. Experience Required. To be eligible to be considered, Bidders shall have a minimum of five (5) years' experience with projects or work of a similar nature and size. As part of their respective proposals, each Bidder shall provide to the Village a listing of current municipal and/or commercial accounts, including contact information, and description of work performed, as well as a list of their present clients, which includes a name of contact, address, and telephone number. By providing such information, the Bidder grants permission to the Village to contact said references and inquire about the Bidder's prior work performance. The Village may use the information gained from Bidder's references to further evaluate the Bidder as to whether the Bidder is a responsible bidder. Failure or refusal to submit any such documentation shall disqualify the bid and be a basis for not accepting a bid.
2. More Than One Bidder's Bid Proposal. No more than one Bidder's Bid Proposal shall be considered from any single corporation, LLC, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, LLC, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, LLC, partnership, individual or joint venture is interested in more than one Bidder's Bid Proposal for the Project may cause the rejection of all Bidders' Proposals in which such corporation, LLC, partnership, individual or joint venture is interested. Nothing contained in this Subsection shall prohibit any single corporation, LLC, partnership, individual or joint venture, whether under the same or different name(s) and whether or not in conjunction with any other corporation, LLC, 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.
3. 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.
4. Default. If a Bidder is or has been in default on a contract with the Village or in the payment of monies due the Village, its Bid Proposal will not be considered.

**C. SUBMITTALS**

Failure or refusal to submit all required Proposal documentation may disqualify the proposal and be grounds not to accept a Proposal. Proposals shall be received by the Village of Lake Villa (herein called the "Village") at 65 Cedar Avenue, Lake Villa, IL 60046, until 10:00 A.M. on the 22<sup>nd</sup> of March, 2024 and at that time will be publicly opened and the Proposal prices read aloud, and action to award a contract will be considered within sixty (60) days thereafter.

Proposals shall be delivered by the time and to the place stipulated in the Request for Bid Proposals. It is the sole

responsibility of the Contractor to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Contractor unopened.

**D. INTERPRETATION OF DOCUMENTS INCLUDED IN BID PACKAGE AND QUESTIONS RELATED THERETO:**

1. Defined Terms: Those terms found in these General Instructions to Bidders and in the other Contract Documents included in the Bid Package which are defined in the General Contract Conditions shall have the meanings as defined therein.
2. 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 Bid Proposal as fully as if it were particularly described.
3. Addenda: No interpretation of the Contract Documents included in the Bid Package will be made except by written addendum duly issued by the Village (“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 the Village on account thereof. The Village shall use its best efforts to issue Addenda as may be necessary in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. All Addenda issued prior to the opening of the Bid 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. Bidders are required to acknowledge receipt of any formal Addenda issued by the Village by signing the Addenda and including it with the bid submission. A Bidder’s failure to include a signed Addenda in its bid submission may deem its bid non-responsive.

In the event of conflict with the original Request and Invitation for Bids and/or the Contract Documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. Bidders are required to acknowledge receipt of any formal Addendum issued by the Village relative to this Request and Invitation for Bids by signing the Addendum and including it with the bid submission. A bidder’s failure to include a signed formal Addendum in its bid submission may cause its bid to be considered non-responsive.

4. Questions Relative to of Bid Package: If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, has questions or requests clarification relative to the Contract Documents, such prospective Bidder shall submit to the Village representative identified in Section A, “Village Representative; On-Site Visit to Project Site” of this General Instructions to Bidders at the Village of Lake Villa a written request for an interpretation thereof as far in advance of the scheduled opening of Bid Proposals as possible. Requests via email to the Village representative’s email address set forth in Section A above are preferred. In order to expedite responses to questions, the Bidder is requested to provide his/her/its email address so that the Village may respond in writing by return email. Only written inquiries directed to the aforementioned representative of the Village of Lake Villa and received not less than seventy-two (72) hours prior to the date and time set for the bid opening will be given consideration. The Village will not provide oral answers or comments to any Bidder as to the meaning of the Bid Specifications or other Contract Documents.

Before the bid opening, the Village will make available to the public the answers which were provided by the Village to questions relative to the bid package received prior to the deadline for receipt of questions as indicated above or any modifications or additions to the scope of the Project in the form of a written Addendum to the Bid Package. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions and obligations set forth in this Bid Package.

**E. BID REQUIREMENTS:**

1. Sealed Bids Required:

- (a) The Bid Package, including the Bid Proposal form, and all other required Contract Documents, can be obtained from the Assistant to the Village Administrator at the Village of Lake Villa, 65 Cedar Avenue, Lake Villa, Illinois 60046 between 8:30 a.m. and 4:30 p.m., Monday through Friday. Bid Packages can also be sent out by shipper/courier at a Bidder's expense, in which case the Bidder must furnish the Bidder's shipper/courier account number via email to either the Assistant to the Village Administrator (Email address: [JLitz@lake-villa.org](mailto:JLitz@lake-villa.org)).
- (b) Sealed envelopes or packages containing Bid Proposals shall be marked or endorsed "Mowing Services" and should bear on the outside the name of the Bidder (including the full, correct name, address, and telephone number of the Bidder's corporation) and the Bidder's Illinois business license number.
- (c) All Bid Proposals shall be delivered to the Village's representative relative to the Project, at Village of Lake Villa, 65 Cedar Avenue, Lake Villa, Illinois, 60046 on or before, but not later than 10:00 A.M. on the 22<sup>nd</sup> of March 2024, and immediately thereafter all Bid Proposals shall be publicly opened and the Bid Proposal prices read aloud.
- (d) The Village intends to award the initial Contract for 2024 (the Contract) within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. After the initial contract year, the Village may, at its discretion, award to the initial successful bidder subsequent separate one (1) year Contracts for three (3) separate subsequent contract years (pending Village Board approval) for May 1, 2025 through April 30, 2026, May 1, 2026 through April 30, 2027, and May 1, 2027 through April 30, 2028. Award of the Contract is subject to approval by the Village's Board of Trustees. The Village of Lake Villa reserves the right to reject any or all Bid Proposals or any portion(s) thereof. Bid prices shall be valid for at least sixty (60) days from the date of the bid opening or as otherwise specified on the Bid Proposal form. Bids submitted in a manner other than by hard copies thereof in compliance with this Section will not be considered. Any Bid Proposal received after the time and date specified shall not be considered.
- (e) Bidders will not be relieved of any obligations due to failure to visit the Project site, examine or receive documents, or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto.

2. Copies of Bid Proposals: Bidders must submit three (3) complete, sealed, signed and attested hard copies of the bid. One (1) hard copy shall be an original unbound version, marked "Original" and must contain original signatures. One (1) hard copy shall be an original bound version, marked "Original" and must contain original signatures. The final hard copy shall be a complete, identical, bound copy of the bid. Bid proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

3. Completed Forms: Bidders shall provide all of the information requested in this Request and Invitation for Bid Proposals, including but not limited to the following:

- (a) Bid Proposal Form: The Bid Proposal form must be completed and submitted with the bid. Prices must include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Project Specifications. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.
- (b) Bid Prices: This Request and Invitation for Bid Proposals may require that the Bidder hold their bid price(s) open for a period of time, and the successful Bidder shall be required to do so.

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

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

The Bidder's Bid Proposal must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the Bid Proposal. Bidder's Bid Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Village.

Each Bidder shall complete and execute all Contract Documents requiring a Bidder's signature and provide such executed documents with its Bid Proposal, including but not limited to the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, as well as the Bid Security and the surety and insurance commitment letters as specified in the Contract Documents. Each Bidder shall also provide with its Bid Proposal an executed copy of each Addenda issued by the Village relative to the Project.

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

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his/her/its Contract.

Bidder must satisfy themselves of the accuracy of any of the estimated quantities provided by Bidders schedule by examination of the Project site. After Bid Proposals have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply throughout the duration of the Contract.

The Contract Documents contain the provisions required for the completion of the proposed work on the Project. Information obtained from an officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the provisions of the Contract Documents.

5. Signature Requirements:

- (a) Bidder's Bid Proposals. The following requirements shall be observed in the signing of each Bidder's Bid Proposal:

- (i) Corporations. Each Bid Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

- (ii) Partnerships. Each Bid Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (iii) Limited Liability Companies. Each Bid Proposal submitted by a limited liability company shall be signed by all members and managers of such limited liability company.
- (iv) Individuals. Each Bid Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (v) Joint Ventures. Each Bid Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (i), (ii), (iii) and/or (iv) above or by an attorney-in-fact.

When requested by the Village, 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 this Section shall apply to all Contract Documents required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives.

6. Bid Security:

- (a) Required Bid Security: Every Bidder's Bid Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or a Bid Bond in substantial compliance with the Bid Bond (Document G) of the Contract Documents and in the amount of ten percent (10%) of the total amount of Bidder's 2024 Price Proposal ("Bid Security") submitted by the Bidder, which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by the Village; (2) if such Bidder's Bid Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Bid Proposal is accepted, Bidder will timely execute the 2024 Agreement (Document D) and the Bidder also agrees to sign the respective Agreements, the Contractor's Certification and all other required documentation related to any Contract awarded to the initial successful Bidder for each subsequent Contract year, i.e., 2025, 2026, and 2027, prior to the commencement of each such Contract year.
- (b) Return of Bid Security: Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Agreement (Document D) with the successful Bidder by the Village. 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 the Village, 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 Agreement (Document D), 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 the Village will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bid Proposal, be deemed to agree that the Village 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 ten percent of the Bidder's 2024 Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

7. Performance and Payment Bond: Prior to the commencement of any work on the Project:

- (a) If the Contract Price for any Project and/or for any Contract year is over \$50,000.00, the Contractor shall provide to the Village a Performance and Payment Bond as required by the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
- (b) The Performance and Payment Bond shall be in the form of Document H, which is attached hereto and made part of the Contract Documents, shall be provided to the Village within ten (10) calendar days from the date when the Notice of Award is delivered to the Contractor, and shall be in the amount of one hundred ten percent (110%) of the value of the Contract Price for each year.

(c) The Performance and Payment Bond shall remain in full force and effect through the warranty/guarantee period as provided in the Contract Documents.

8. **Forms of Bonds to be Acceptable to the Village:** Each bond shall be in a form acceptable to the Village and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum financial strength rating of A+ is required.
9. **Tax Exemption:** The Village is exempt from state and local sales, use, and excise taxes. Bidder's Bid Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. The Village will neither 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 Bid Proposal Form 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, or retirement benefits, pensions, annuities or other similar benefits. In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to the Project, the successful Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may request a copy of this Form via email to the Village representative relative to the Project.
10. **Withdrawal of Bids:** Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.
11. **Other:**
  - (a) Each Bidder is responsible for reading and understanding the Request and Invitation for Bid Proposals and the Contract Documents and determining that the Contract Documents describe the Project in sufficient detail.
  - (b) Bidders shall notify the Village of any inappropriate product, service, brand name, component, or equipment called for by the Village in this Request and Invitation for Bid Proposals and shall note in its bid the adjustments made to accommodate such deficiencies.
  - (c) After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or any products, quantities and/or specifications of the material, equipment, services, and/or items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this Request and Invitation for Bid Proposals.

**F. OTHER CONDITIONS:**

1. **Assignment:** The successful Bidder shall not assign any work on the Project without the prior written approval of the Village representative relative to the Project.
2. **Bid Price:** The submitted bid prices shall include all pricing necessary to provide the materials, equipment, and manpower in accordance with the Bid Specifications in the Request and Invitation for Bid Proposals. Bid prices shall be valid for at least sixty (60) days from the date of the bid opening or as otherwise specified on the Bid Proposal form.
3. **Payment:** The Bidder acknowledges and understands that the Village complies with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act"), which states that any bills approved for payment shall be paid within thirty (30) days after date of approval. Notwithstanding any other provisions of any

Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

**G. PERMITS AND LICENSES:** Unless otherwise expressly provided in the Contract Documents, 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 on the Project. 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 the Village for the successful Bidder's failure to include these costs in its Bid Proposal.

**H. AWARD OF CONTRACT:**

1. **Factors.** The Village intends to award the Contract to the lowest responsible Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform and deliver the work on the Project successfully and promptly and to complete the work on the Project in a workmanlike manner consistent with the Bidder's Bid Proposal and the Contract Documents. The Village may make such investigations as may be deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. Items such as the Bid Price Proposal, past performance of the Bidder, the Bidder's capabilities as represented by the Bidder's past completed projects, the Bidder's equipment and manpower services, the Bidder's credit worthiness, the Bidder's corporate standing with the Illinois Secretary of State, and the Bidder's manner of Bid Proposal preparation shall all be considered during the review of the Bid Proposal documents and in determining the lowest responsible Bidder. The Village reserves the right to reject any Bidder if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.
2. **Reservation of Rights.** It is the intent of the Village to award the Contract to the lowest responsible Bidder whose bid(s) properly address(es) and complies with the Request and Invitation for Bids and is most advantageous to the Village, price and other factors considered. The Village reserves the right to reject any or all Proposals or any portion(s) thereof. The Village reserves the right to accept a Bidder's Bid Proposal, and/or any part or parts thereof, that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to accept any item of any Bidder's Bid Proposal; to reject any and all Bidders' Bid Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid Proposals when to do so would not, in the Village'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 Bid Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bid Proposals.
3. **Firm Offers.** All Bid Proposals are firm offers to enter into the Contract for the Project, and no Bid Proposals shall be deemed rejected, notwithstanding the Village's acceptance of any other Bidder's Bid Proposal, until the Contract has been executed by both the Village and the successful Bidder or until the Village affirmatively and in writing rejects such Bidder's Bid Proposal.
4. **Time of Award.** The Village may accept, in writing, one of the proposals, and/or any part or parts thereof, or reject all of the proposals, within sixty (60) days from the opening of proposals or such longer time as stated in the Contract Documents or such time as agreed to by the Village and the successful Bidder. The Village further reserves the right to award a Contract which, in its judgment, is in the best interest of the Village. Should administrative difficulties be encountered after the Village's opening of the Bid Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, the Village may accept any Bid Proposal for which the date for acceptance has been extended as provided in 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 Bid Proposal. Failure of one or more of the Bidders or their

sureties to extend the date for acceptance of its Bid Proposal shall not prejudice the right of the Village to accept any Bid Proposal for which the date for acceptance has been extended.

**I. NOTICE OF AWARD; EFFECTIVE DATE OF AWARD:**

If the Contract for the Project is awarded by the Village, such award shall be effective when a Notice of Award executed by the Village in the form included in the Bid Package (“Effective Date of Award”), together with four (4) originals of the Agreement (Document D) based upon Bidder’s Bid Proposal, have been delivered to the successful Bidder for signature. The Contractor shall then be required to promptly return to the Village the Notice of Award executed by the Contractor and all four (4) originals of the Agreement executed by the Contractor for execution by the Village, together with the Performance and Payment Bond (if required) within ten (10) days of the date of the Notice of Award. If the Contractor fails to execute the Agreement and provide the required four (4) originals of the Agreement to the Village within that ten (10) day period, the Village may at its option consider the Bid Proposal in default; in which case the Bid Bond accompanying the Bid Proposal shall become the property of the Village.

**J. CLOSING OF CONTRACT AWARD:**

1. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing as set forth in Subparagraph 2 hereof in a timely manner, and the Agreement (Document D) and all related Contract Documents shall be executed, submitted and exchanged by the Village and successful Bidder (“Closing”) on or before the tenth (10th) day following the Effective Date of Award or within such extended period as the Village may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“Closing Date”).
2. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall execute, date and return to the Village the Notice of Award executed by the successful Bidder and all four (4) originals of the Agreement executed by the successful Bidder, together with all such other Contract Documents which require execution by the successful Bidder, as well as any required Performance and Payment Bond and all required certificates of insurance. Failure by the successful Bidder to timely execute or submit to the Village any such Contract Documents may be grounds for the Village’s imposition of liquidated damages as more specifically set forth in the Contract Documents. If the submitted documents or any of them fail to comply with the Contract Documents or are not timely executed and submitted by the successful Bidder, the Village may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies. In no event will the Village execute the Agreement until any and all such deficiencies have been cured by the successful Bidder or receipt thereof is waived by the Village in writing.
3. Contract Closing. After all Contract Documents required to be executed by and/or submitted by the successful Bidder have been received by the Village and reviewed and determined by the Village to be in compliance with the Contract Documents, the Village shall execute the Agreement and return to the successful Bidder two (2) executed originals of the Agreement, after which the Village may then issue to the successful Bidder the respective Notice to Proceed. The successful Bidder may provide one (1) executed original Agreement to the successful Bidder’s surety company or companies.

**K. NOTICE TO PROCEED; PRE-CONSTRUCTION MEETING; TIME FOR COMPLETION:**

1. The Notice to Proceed shall be issued within ten (10) days after receipt by the Village of the originals of the Agreement (Document D) executed by the Contractor, as well as all other Contract Documents requiring execution by the Contractor, as well as all required insurance, bonds, and such other documents required and/or requested by the Village. The Village reserves the right to terminate the relationship with the successful Bidder if the requested and/or required documents, bonds, and/or insurance are not submitted to and approved by the Village within ten (10) days of the Notice of Award from the Village.
2. The Contractor shall not proceed with the work on the Project until and unless it has scheduled and held a pre-construction meeting with the Village’s representative (if such meeting is required by the Contract Documents).

3. The date of commencement and completion of the work on the Project are essential conditions of the Contract Documents and the work embraced shall be commenced by the Contractor on a date specified in the Notice to Proceed.
4. The Contractor shall proceed with the work on the Project at such rate of progress to insure full completion within the commencement and completion dates specified in the Contract Documents. It is expressly understood and agreed, by and between the Contractor and the Village, that the date for the completion of the work on the Project is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

**L. FAILURE TO CLOSE:**

1. 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 forfeiture of the bid security as liquidated damages or the exercise of equitable remedies, at the Village's election, both as more specifically set forth in these General Instructions.
2. Subsequent Awards. Upon annulment of an award, the Village may accept, and award a Contract based on, any other Bidder's Bid Proposal as the Village, in its sole judgment, deems to be in the best interests of the Village or may invite new Proposals or the Village may reject all bids.

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**GENERAL CONTRACT CONDITIONS**

**(Document C)**

**GENERAL CONTRACT CONDITIONS**

1. **Acceptance of Contract:** The Village's approval of any Agreement with a Contractor is expressly conditioned upon the acceptance by the Contractor of all the terms and conditions contained in any of the Contract Documents. The Contractor agrees to furnish all labor, product(s), materials, supplies, tools, equipment, associated traffic control, and supervision, and other services necessary to commence and complete the Work on the Project as described on the Contract Documents in accordance with the terms and conditions stated in the Contract Documents, all of which are made a part hereof by reference.
2. **Scope of Work and/or Services:** Contractor agrees to perform and shall be responsible for the timely performance of the Work on the Project as contained in the Contract Documents.
3. **Control and Inspection of Work:** Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods or services by the Village shall be made after delivery thereof by the Contract. Final inspection, acceptance or rejection of any work on the Project shall not impose liability on the Village for goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment by the Village shall not be due on rejected goods or services until and unless fully corrected and/or replaced as determined by the Village. All work on the Project performed by the Contractor shall be done in compliance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Request and Invitation for Bids shall take precedence unless the Contractor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated, the Contractor shall provide new commodities, materials, fresh stock, latest design, or package. Unless otherwise specified, in the Bid Proposal, the shipping package for each item delivered must be plainly marked and securely tagged, stating the Contractor's name, the purchase order number, and the delivery address as indicated for that order. Failure to comply with these instructions shall place the material at the Contractor's risk. All delivery arrangements shall be made in advance with the Village's designee.
4. **Village Representative:** All decisions regarding contract information and performance standards, and any other topics related to this Contract, shall be made by the Village's representative relative to the Project, or his designated representative, and such decision shall be considered binding and final.
5. **Definitions:** Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Project Specifications, by additions, deletions, clarifications or corrections.

AGREEMENT: Document D of the Contract Documents (also sometimes referred to as the "Contract")

BID OR BID PROPOSAL - The offer or proposal of the Bidder submitted on the prescribed form setting for the prices for the work to be performed.

BIDDER - Any person, firm or corporation submitting a Bid for the Work on the Project.

BONDS - Bid, Performance, Payment Bonds, and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

**CHANGE ORDER** - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

**CONTRACT AND CONTRACT DOCUMENTS** (also referred to as the “Agreement”) - The Contract and the Contract Documents shall be those documents defined in Paragraph 5 of the Agreement (Document D), including but not limited to any Addenda and/or Change Orders relative to the Project.

**CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**CONTRACT TIME** - The number of calendar days or the date stated in the Contract Documents for the commencement and completion of the work on the Project, or such other extended date agreed to in writing by the Village.

**CONTRACTOR** - The person, firm, or corporation with whom the Village has executed the Agreement (also sometimes referred to as the “successful Bidder”).

**DEFECTIVE** - An adjective which when modifying the word “Work” refers to work and/or product(s) or materials(s) that are unsatisfactory, faulty, or deficient, or do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Village’s recommendation of final payment (unless responsibility for the protection hereof has been assumed by the Village at Substantial Completion.)

**DRAWINGS (PLANS)** - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Village.

**ENGINEER:** The Village Engineer or such other professional engineer as designated by the Village.

**FIELD ORDER** - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Village to the Contractor during construction.

**NOTICE OF AWARD** - The written notice of the acceptance of the Bid from the Village to the successful Bidder.

**NOTICE TO PROCEED** - Written communication issued by the Village to the Contractor as authorization to proceed with the Work and establishment of the date of commencement of the Work.

**PROJECT** - The undertaking to be performed as provided in the Contract Documents, i.e., “Mowing Services” as more fully described in the Contract Documents.

**PROJECT REPRESENTATIVE** - The authorized representative of the Village who is assigned to the Project site or any part thereof.

**SHOP DRAWINGS** - All drawings, diagrams, illustration, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier, or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

**SPECIFICATIONS** - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

**SUBCONTRACTOR** - An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

**SUBSTANTIAL COMPLETION** - That date as certified by the Village when the construction of the Project or a

specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

**SPECIAL PROVISIONS** - The part of the Contract Documents which amends or supplements these General Conditions.

**SUPPLIER** - Any person or organization who supplied materials or equipment for the work, including that fabricated to a special design.

**VILLAGE** – The Village of Lake Villa, Lake County, Illinois, for whom the work is to be performed.

**VILLAGE REPRESENTATIVE:** The authorized representative of the Village who is assigned to the Project site or any part thereof.

**WORK** - “Work” means all phases required to commence and complete the proposed work on and/or such services to be rendered relative to the Project which is the subject of the Contract Documents in a timely manner, including but not limited to furnishing all products, materials, supplies, tools, equipment, labor, and supervision, in order to facilitate the timely commencement and completion of the Project in a workmanlike manner and perform such other services necessary to complete the Project.

**WRITTEN NOTICE** – Any and all notices required by the Contract shall be in writing.

**6. Contractor is an Independent Contractor:** It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Work which is the subject of the Contract Documents and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

**7. Contract Documents; Project Specifications; Project Documentation:**

- A. The Contract Documents comprise the entire agreement between the Village and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. In the event of a conflict between the applicable General Conditions included in these Contract Documents, and the Project Specifications which are also a part of the Contract Documents, the Project Specifications for the Project shall govern and the Contractor shall comply with their requirements.
- C. Project Specifications:
  - (i) The intent of the Project Specifications is that the Contractor shall furnish all labor, supervision, products, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Village.
  - (ii) In case of conflict between the Project Specifications and the Contract Documents, the Project Specifications shall govern, Figure dimensions on Project Specifications shall govern over scale dimensions, and detailed Project Specifications shall govern over general Project Specifications.
  - (iii) Any discrepancies found by the Contractor between the Project Specifications and site conditions or any inconsistencies or ambiguities in the Project Specifications shall be immediately reported to the Village, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies, or ambiguities without written clarification or interpretation from the Village shall be done at the Contractor's risk.

- D. **Project Documentation:** Upon execution of the Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project which is the subject of the Contract Documents, including but not limited to any and all drawings, Project Specifications, plans, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Project contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation has been delivered to the Village.

**8. Labor, Materials, Services, and Equipment:**

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- B. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.
- D. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Village.
- E. Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- F. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Village, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

9. **Training and Supervision:** All work shall be performed by trained and properly supervised personnel of the Contractor or subcontractor. Adequate personnel and equipment shall be provided to permit the timely completion of all work. For purpose of communication between Village representatives and the Contractor, all of the Contractor's crews shall have at least one (1) person who speaks fluent English.

10. **Debris:** All debris shall be removed from the site at the end of each day where work is performed.

**11. Completion of Work Request; Payment:**

- A. A list of any and all work not completed by the Contractor to the Project Specifications of the Contract Documents as identified by the Village's representative relative to the Project or his designated representative shall be given to the Contractor and the Contractor shall be required to complete such items to the satisfaction of the Village. No payment shall be made to the Contractor until all of the unfinished work is completed to the satisfaction of the Village, but no waiver by the Village shall be implied by any such payment.
- B. Contractor shall not bill the Village for work that had to be redone because of Contractor's neglect to meet the Project Specifications of the Contract Documents or for work not performed to the reasonable satisfaction of the Village.

C. Provided that all work invoiced by the Contractor has been completed and approved by the Village, payments to the Contractor shall be made pursuant to the terms and conditions of the Illinois Local Government Prompt Payment Act.

12. **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 the Village 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 the Village, repair or replace, to the satisfaction of the Village, 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. 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 the Village or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

13. **Structures Encountered:** The Contractor shall be entirely responsible and liable for all damages to any utility, structure, or area, including but not limited to natural gas, electricity, telephone, cable, water, sanitary and storm lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts, and other structures of any kind, on public and private property, which was damaged as a result of work performed by the Contractor. It is the sole responsibility of the Contractor to contact J.U.L.I.E. to identify any and all buried utilities for the purpose of completing the work. It is the sole responsibility of the Contractor to notify the Superintendent of the Village's Public Works Department or his designated representative and the affected parties immediately of any damages resulting from the work and to coordinate any and all repairs to the satisfaction of the affected entity or entities.

14. **Protection of Work, Property, and Persons:**

A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work, materials, or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise. The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and property against injury. The Village reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due to the Contractor. The Superintendent of the Village's Public Works Department or his designated representative shall determine whether or not an emergency exists and his decision shall be considered final.

C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work all necessary safeguards, including but not limited to signs and barricades, for safety and protection.

The Contractor shall notify owners of adjacent utilities when execution of the work may affect them. The Contractor shall remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage of loss attributable to the fault of the Contract Documents or to the acts or omissions of the Village or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- D. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village shall act to prevent threatened damage, injury, or loss. The Contractor shall give the Village prompt written notice if they believe that any significant changes in the work or deviations from the Contract Documents have been caused thereby. If the Village determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to cover the changes and deviations involved.
- E. The Contractor shall keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Village, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris, and rubbish connected with, or caused by said work, immediately upon the completion of the same and shall clean all structures and work constructed under the Contract to the satisfaction of the Village and leave the premises in perfect condition insofar as affected by the work under this Contract.

**15. Change of Plans:** If the Village deems it proper or necessary in the execution of work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the contract or agreement hereby entered into, nor release the labor and materials to complete the contract as altered. The value of work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Village and the Contractor.

**16. Compliance with Laws and Regulations.**

- A. The Contractor shall at all times observe and comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal and/or other governmental unit or regulatory body. Including but not limited to any court, administrative body or tribunal applicable to the performance of the Contract, now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility, and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the American Recovery and Reinvestment Act of 2009, the Public Construction Bond Act, Substance Abuse Prevention on Public Works Projects Act, the Illinois Drug-Free Workplace Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations and the Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, State and Federal EPA statutory provisions and rules and regulations, and all other applicable laws, rules and regulations.
- B. Employment of Illinois Workers on Public Works Act: If at the time the Contract for the Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.
- C. Prior to the commencement of any Work on the Project contemplated herein, permits, licenses, and/or bonds necessary for the prosecution of the Work shall be secured and paid for by the Contractor at the Contractor's own

expense. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

- D. If the Contractor observes that the Project Specifications for the Project are at variance with any laws or regulations, the Contractor shall give the Village prompt written notice thereof, and any necessary changes shall be made. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to the Village, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Project Specifications are in accordance with such laws and regulations.
- E. Unless otherwise explicitly provided in the Contract Documents, any reference to laws and/or regulations shall include such laws as they may be amended or modified from time to time.
- F. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.
- G. 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 the performance of, or failure to perform, the Work or any part thereof, by the Contractor or its subcontractor(s).

**17. Prevailing Wage Act Notice [Check box that applies]:**

- The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
- The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

- 18. Certifications.** By execution of the Contract, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

**19. Inspection, Testing, and Correction of Defects.**

- A. Inspection. Until final payment to the Contractor for all work on the Project, all portions of the Work shall be subject to inspection and testing by the Village's Department of Public Works or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by the Village for such inspection and testing.
- B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by the Village 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 the Village 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 to the Contractor for all work on the Project, 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.
- D. The Village shall provide all inspection and testing services not required by the Contract Documents. The Contractor shall give the Village timely notice of readiness of the work for all required inspections, tests, or approvals.
- E. The Contractor shall provide for the expense of the testing and inspection services required by the Contract Documents.
- F. All inspections, tests, or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Village and the Contractor.
- G. If the laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Village the required certificates of inspections, testing, or approval.
- H. Inspections, tests, or approvals by the Village or others shall not relieve the Contractor from obligations to perform the Work in accordance with the requirements of the Contract Documents.
- I. The Village's representatives shall, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection, testing thereof.
- J. If any work and/or materials is covered contrary to the written instructions of the Village it must, if requested by the Village, be uncovered for observation and replaced at the Contractor's expense.
- K. If the Village considers it necessary or advisable that covered work and/or materials be inspected or tested by others, the Contractor, at the Village's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Village may require, that portion of the work and/or materials in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work and/or materials is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and test, and of satisfactory reconstruction and/or replacement of materials. If, however, such work and/or materials is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, reconstruction, and an appropriate Change Order shall be issued. However, if work and/or materials is covered contrary to the written instructions of the Village, such covering or exposure shall be at the Contractor's expense.

**20. Substitutions:**

- A. Whenever a material, article, or piece of equipment is identified on the Project Specifications by reference to brand name, trade name, species, or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The Contractor may recommend the substitution of a material, article, species, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name, trade name, species, or catalog number, and if, in the opinion of the Village, such material, article, species, or piece of equipment is of equal substance and function to that specified, the Village may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes

are approved, no major changes in the function or general design of the project shall result. Incidental changes or extra component parts required to accommodate the substitution shall be made by the Contractor without a change in the Contract Price or Contract Time.

- B. The Village shall be allowed a reasonable time within which to evaluate each proposed substitute. The Village shall be the sole judge of acceptability, and no substitute shall be ordered, installed, or utilized without the Village's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The Village may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**21. Patents:** The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Village, its officers, employees, and agents, harmless from loss on account thereof, except that the Village shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Village Administrator, or his designee.

**22. Surveys:**

- A. The Village shall furnish all required boundary surveys and establish all required base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
- B. The Contractor shall carefully preserve bench marks, reference points, stakes, and in case of willful or careless destruction, shall be charged with the resulting expense of their replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**23. Responsibility of Contractor:** The Contractor shall be solely responsible for the timely, workmanlike prosecution of the Work in substantial compliance with the Contract Documents, including but not limited to the means, methods, techniques, sequences, procedures of operations, as well as the initiating, maintaining, and supervising the safety and protection of the Work, the Project work site, and all persons on or near the work site, in order to provide the Work contemplated by the Contract Documents, including but not limited to the following:

- A. The Contractor shall supervise and direct the Work on the Project. The Contractor shall employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the Project work site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the Project work site at all times as required to perform adequate supervision and coordination of the Work, including but not limited to enforce all work site safety precautions.
- B. The 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.
- C. The Contractor shall identify a qualified supervisor in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor shall be present on the site at all times or required to maintain safe project operations.
- D. In the event that the designated supervisor is absent from the Project work site, the Contractor shall designate a substitute supervisor to act in responsible charge of the Work. Any changes in the designated supervisor shall be documented by written statement to the Village, at the time of the change.

- E. The Contractor shall at the beginning of the Work provide on the premises at an acceptable location, a suitable temporary convenience and enclosure for the use of the workers on the job, shall maintain same in a sanitary condition, and remove same and all its contents at the completion of the Work.
- F. Whenever the Contractor anticipates starting work, whether at the beginning of the Contract or after any cessation of work, he shall notify the Village of his intention to do so at least two (2) working days previous to starting said work.
- G. The Contractor shall confine construction equipment, including but not limited to the storage of products, materials, equipment, and the operations of workers, to the Project work site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- H. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work on the Project. Should any claim be made against the Village by any property owner or occupant because of the Contractor's performance of the Work on the Project, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law.
- I. During the progress of the Work, the Contractor shall, at the Contractor's sole cost and expense, keep the premises free from accumulations of waste materials, rubbish, and other debris from and about the premises as well as tools, appliances, construction equipment and machinery, and surplus materials, and shall remove all debris and leave the Project site clean and ready for occupancy by the Village, the Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- J. Restoration of Work Site: The Contractor shall, at its sole cost and expense, as part of the Work required by the Contract Documents, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work. Tree removal shall only occur after approval in advance in writing by the Village's representative relative to the Project, or his designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's representative relative to the Project, or his designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's representative relative to the Project, or his designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
- K. Contractor shall promptly notify the Village of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of the Contract Documents before proceeding with any Work affected thereby. If Contractor fails to give such notice to the Village, then the subsequent decision of the Village as to which provision of the Contract Documents 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, unless otherwise agreed to in writing by the Village.
- L. When any product(s), equipment, materials, or supplies furnished by Contractor cannot be installed as specified in the Contract Documents, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the product(s), equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of the Village.
- M. Work Site Safety:
  - (i) All workers shall wear safety vest, approved by the Village, when operating on behalf of the Village within or on any rights-of-way within the Village of Lake Villa. All employees shall wear required protective equipment as prescribed in the latest version of the ANSI Standard Z.133.1. The Contractor shall be solely

and completely responsible for providing and maintaining safe conditions at the Project work site, including but not limited to the safety of all persons, property or the Work at or adjacent to the work site during performance of the Work on the Project. All decisions relating to safe work operations, the use and proper application of equipment and materials, and the protection of the general public from work operations shall be the responsibility of the Contractor. 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.

- (ii) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all employees and other persons on the work site and other persons who may be affected thereby, all the Work, product(s), materials, and/or equipment to be incorporated therein, whether in storage on or off the work site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- (iii) The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise. The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the Work, persons, animals and property against injury. The Village reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the Work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due to the Contractor. The Village's representative relative to the Project or his designee shall determine whether or not an emergency exists and his decision shall be considered final.
- (iv) The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the Work all necessary safeguards, including but not limited to signs and barricades, for safety and protection. The Contractor shall notify owners of adjacent utilities when execution of the Work may affect them. The Contractor shall remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor of the Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage of loss attributable to the fault of the Contract Documents or to the acts or omissions of the Village or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- (v) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village shall act to prevent threatened damage, injury, or loss. The Contractor shall give the Village prompt written notice if they believe that any significant changes in the Work or deviations from the Contract Documents have been caused thereby. If the Village determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to cover the changes and deviations involved.
- (vi) The Contractor shall keep the site of the Work and adjacent premises as free from material, debris, and rubbish as is practicable, and shall remove same from any portion of the work site, if, in the opinion of the Village, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris, and rubbish connected with, or caused by said work, immediately upon the completion of the same and shall clean all structures and work constructed under the Contract to the satisfaction of the Village and leave the premises in perfect condition insofar as affected by the Work under this Contract.

**24. Traffic Control, Barricades, and Protection:**

- A. If applicable, throughout the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- B. This item of work shall include, but not be limited to, furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic during the term of this project. All traffic control measures employed during the term of this Contract shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways". The Village shall temporarily stop the project if proper traffic control measures are not being employed or followed. If any lane closures are necessary, the Contractor shall notify I.D.O.T., the Lake Villa Police Department, Lake Villa Township Fire Protection District, and the Village of Lake Villa Department of Public Works.
- C. The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement, and the M.U.T.C.D.
- D. The Contractor shall ensure that all traffic control devices installed are operational, functional, and effective twenty-four (24) hours a day, including Sundays and holidays.
- E. Barricades: Any lane closure conducted in the evening hours, if any, shall require a Type I or Type II barricade equipped with mono-directional steady burn lights. A lighted arrow board may also be required by I.D.O.T. for lane closures.

**25. Correction of Defective Work and/or Materials:**

- A. The Contractor shall promptly remove from the premises any and all defective material(s) and/or correct all work and/or replace all materials rejected by the Village for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work rejected by the Village and/or not in compliance with the Contract Documents and without expense to the Village and shall bear the expense of making good all work of other Contractors affected, destroyed or damaged by such removal or replacement.
- B. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice thereof from the Village, the Village may remove any and all defective material(s) and/or correct such defective work and/or replace any defective material(s) at the expense of the Contractor.

**26. Information Provided by the Village; Conditions at Project Work Site:**

- A. 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 Project work site.
- B. 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 the Village, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. The Village assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty 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 unanticipated conditions may not be present.

- C. If required by the Project, 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 the Contract Documents within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with the Contract Documents and shall establish and maintain such locations, lines and levels.
- D. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for determining of dimensions and location of such pre-existing work. Contractor shall notify the Village of any discrepancy between the dimensions, elevations and quantities indicated in the Contract Documents, if any, and the conditions of the Project work site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by the Village 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.

27. **Approximate Quantities:** On all items on which prices were received on a unit price basis, the quantities stated in the Contract shall not be used in establishing final payment due to the Contractor. The quantities stated, on which unit prices are invited, are approximate only. Payment on the Contract on Unit Price items shall be based on the actual number of units installed and/or utilized in the completed work, and the Schedule of Unit Prices which is part of the Contract Documents, if any.

28. **Insurance**

- A. Contemporaneous with Contractor's execution of the Agreement (Document D), Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below in this Section and/or the other Contract Documents. For good cause shown, the Village may extend the time for submission of the required certificates of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village may impose in the exercise of its sole discretion.
- B. Such certificates of insurance shall be in a form, and issued by companies acceptable to the Village. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. Contractor shall, at all times while providing, performing, or completing the Work on the Project, including, without limitation, at all times while correcting any failure to meet warranty and/or while performing any remedial work pursuant to the Contract Documents, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in this Section.
  - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Section insurance coverage has been obtained and approved by one of the Village Attorneys.
  - (ii) Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Lake Villa and its elected and appointed officials, officers, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13 and CG 20 37 04 13 – Completed Operations.
- C. **Insurance Required:** The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (b) The Village of Lake Villa, and its elected and appointed officials, officers, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Lake Villa and its elected and appointed officials, officers, employees, agents and/or volunteers.
- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Lake Villa and its elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Lake Villa and/or on behalf of its elected and appointed officials, officers, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Lake Villa and/or its elected and appointed officials, officers, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Lake Villa, and its elected and appointed officials, officers, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Lake Villa, and/or by its elected and appointed officials, officers, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies any limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) Owners and Contractors Protective Liability (OCP) Policy:

NOTE: A checkmark or an "X" indicates that this insurance coverage is required. The OCP Policy shall name the "Village of Lake Villa, and its elected and appointed officials, officers, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate;

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required

occurrence limit. Minimum general aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (b) The Village of Lake Villa, and its elected and appointed officials, officers, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Lake Villa, and/or to its elected and/or appointed officials, officers, employees, agents and/or its volunteers.
- (c) The Contractor's insurance coverage shall be primary and non-contributory with respect to the Village of Lake Villa, and its elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Lake Villa, and/or on behalf of its elected and appointed officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Lake Villa, and/or to its elected and appointed officials, officers, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Lake Villa, and/or by its elected and appointed officials, officers, employees, agents and/or volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Lake Villa, its elected and appointed officials, officers, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

- (v) Builder's Risk Property Coverage:

NOTE: A checkmark or an "X" indicates that this insurance coverage is required.

Builder's Risk Property Coverage with "Village of Lake Villa" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;

- D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Lake Villa. At the option of the Village of Lake Villa, the insurer shall either: (1) reduce or eliminate such deductibles or self-insured retentions as respects the "Village of Lake Villa, its elected and appointed officials, officers, employees, agents and volunteers", or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

E. All Coverages

- (i) No Waiver. Under no circumstances shall the Village, its elected and/or appointed officials, officers, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Lake Villa expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Contractor shall furnish the Village of Lake Villa with certificates of insurance naming the "Village of Lake Villa, its elected and appointed officials, officers, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by an attorney selected by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- H. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- I. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- J. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor to be maintained by the Village.
- K. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- L. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- M. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- N. Notice of Personal Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- O. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- P. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village's Village Administrator, or his designee.
- Q. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Section, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

**29. Indemnity:**

- A. To the fullest extent permitted by law, the Contractor hereby agrees to and shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, officers, trustees, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees and defense costs, which may in anyway arise or accrue against the Village, its officials, trustees, employees, agents, and volunteers, arising as a consequence of: (i) the negligence, error(s), or omission(s), or intentional misconduct by the Contractor, its employees, or Subcontractors, or which may anyway result therefore, including but not limited to or on account of or in consequence of any negligent act or omission, neglect or misconduct of Contractor and its Subcontractor(s); (ii) because of any breach of or default by Contractor relative to any of its obligations under this Agreement; (iii) because of any claims or amount recovered by reason of any infringement of any patent, trademark or copyright; (iv) by any reason of the violation of any law, ordinance, order or decree, and/or any loss, damage, injury or liability to the Village, its elected and appointed officials, officers, trustees, employees, agents and volunteers by reason of any negligent act(s) or negligence or intentional misconduct of the employees of the Contractor or of the Subcontractors of Contractor, whether such loss, damage, injury or liability is contributed to by the negligence of the Village or by the Village's premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, but only to the extent that such loss, damage, injury, or liability is due, in part, to the negligence of the Village, its elected officials, officers, trustees, employees, agents and/or volunteers. The Contractor shall, at its own expense, pay all reasonable charges of attorneys' (of counsel selected by the Village) and all reasonable costs and other expenses arising therefrom or incurred as a result of the Contractor's negligent acts, errors or omissions in connection therewith, and, if any judgment shall be rendered against the Village, its elected and/or appointed officials, officers, trustees, employees, and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by the Contractor pursuant to any other Contract Documents shall in no way limit the responsibility of the Contractor to indemnify, keep and save harmless and defend the Village, its officials, trustees, employees, agents, and

volunteers as herein provided including reasonable attorneys' fees, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing herein contained should be construed as prohibiting the Village, its elected officials, officers, trustees, employees, agents, and volunteers from defending any actions or suit brought against them arising out of or in any way related to the services to be provided by the Contractor, and Contractor shall likewise be liable for the attorneys' fees and other costs of defense incurred by the Village, its elected officials, officers, trustees, employees, and agents, in defense of any such suit arising from the Contractor's negligent acts, errors or omissions. In any and all claims against the Village, its elected and appointed officials, officers, trustees, employees, agents, and volunteers, by any employee of Contractor and Subcontractor, and anyone who is directly or indirectly employed by any of them, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under Workers Compensation acts, or other employee benefit acts. Any specific limitations on the liability of the Contractor set forth in the Contract Documents shall not be applicable.

- B. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, "Contractor") against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, but only to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- C. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the willful misconduct of their respective officers, trustees, employees and/or agents.
- D. The provisions of this Paragraph 29 shall survive any termination of the Contract.

**30. Change(s) in the Work; Right to Alter Plans and Scope of Work Reserved:**

- A. The Village may at any time as the need arises order changes within the scope of the Work without invalidating the Contract with the Contractor. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, agreed upon unit prices shall be used, if applicable, or a mutually agreed equitable adjustment in the Contract Price shall be authorized by Change Order issued by the Village.
- B. The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the quantities of the Work, including to deduct or cancel any one or more of the unit price items, or to cancel the Contract and the Work on the Project in its entirety for any reason, including but not limited to any lack of a prior appropriation of funds, a lack of budgeted funds, and/or a substantial decrease in sales tax, Local Government Distributive Funds ("LGDF"), or other funds received, or which may have previously been expected to be received, from the State of Illinois.

**31. Claims for Damages:** If the Contractor makes claim for any damages alleged to have been sustained by breach of Contract or otherwise, the Contractor shall within seven (7) days after the occurrence of the alleged breach or within seven (7) days after such damages are alleged to have been sustained, whichever date is earlier, file with the Village a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, the Contractor's claim for damages shall be deemed waived, and that the Contractor shall not be entitled to any compensation for any such alleged damages. Within seven (7) days after the timely filing of such statement, the Village shall come up with a recommendation for action.

**32. Contract Amount:**

- A. The Contractor agrees to receive and accept the Contract Price set forth on the Contractor's Bid Proposal, subject to any Addenda and/or Change Order(s) issued by the Village which results in a mutually agreed upon adjustment in any costs related to the Project, as full compensation for furnishing all products, materials, equipment, labor,

and supervision and all costs for doing all the Work on the Project contemplated and embraced in the Contract Documents; also, for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Village, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Village under them, also for any and all things required by the Contract Documents.

- B. The Village reserves the right to increase or decrease the quantities of work to be performed. Increases or decreases in quantities included in the Contract shall be added to or deducted from the Contract Price at the unit prices set forth in the Contractor's Bid Proposal.
33. **Changes in Contract Price:** The Contract Price may be changed only by a Change Order approved in writing by the Village. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below and based upon the mutual agreement of the parties at the unit prices set forth in the Contractor's Bid Proposal.
34. **Contract Time:** The Contract Time provided for in this Contract, also known as the "commencement date" and "completion date", shall be as follows: The initial Contract year shall be from May 1, 2024 through April 30, 2025. The Village may thereafter, at its discretion, award a separate one (1) year Contract to the initial successful bidder for three (3) separate subsequent contract years (pending Village Board approval) for May 1, 2025 through April 30, 2026, May 1, 2026 through April 30, 2027, and May 1, 2027 through April 30, 2028. If the Contractor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Work.
35. **Change of Contract Time:** The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the Contractor to the Village, stating the nature of the claim. The Contract Time shall be extended in an amount equal to the time lost due to delays beyond the control of the Contractor or the time require to perform additional work as approved by the Village.
36. **Delays:**
- A. **Extensions for Unavoidable Delays.** For any delay that may result from causes that could not be previously ascertained, avoided or controlled by Contractor, Contractor may, upon timely written application, request the issuance by the Village, if approved by the Village, of a Change Order providing for an extension of the Contract Time for a reasonable 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 Subparagraph A of this Section 36, 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 the Village or any other party and whether avoidable or unavoidable.
37. **Time for Completion, Default, and Termination:**
- A. The dates of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced and completed on the dates specified in the Notice to Proceed.
- B. The Contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Village, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climactic and economic conditions and other factors prevailing in the locality of the work.

- C. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Village, then the Contractor shall pay to the Village the amount of liquidated damages as specified in the bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion or the work is due to the following and the Contractor has promptly given written notice of such delay to the Village:
- (1) To any preference, priority or allocation order duly issued by the Village; or
  - (2) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Village, acts of another Contractor in the performance of a Contract with the Village, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather.
- D. The Village retains the right to terminate the Contract at any time for cause. The following shall constitute events of default under the Contract and the related Contract Documents: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under the Contract including, but not limited to, the following: (i) failure to commence performance of the Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform the Contract with sufficient personnel and equipment or with sufficient material(s) or with product(s) and/or material(s) inconsistent with the Contract Documents, to ensure the completion of the Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform the Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the Work and/or services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of the Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any other acts specifically and expressly stated in the Contract Documents as constituting a basis for default by the Contractor and/or termination of the Contract for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. The Village may also terminate this Contract for its convenience upon ten (10) days prior written notice to the Contractor. The notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the Work on the Project out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the Work on the Project as specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents.

**38. Final Inspection and Payment:**

- A. Upon written notice from the Contractor that the entire work or an agreed portion thereof is complete, the Village shall make a final inspection with the Contractor and shall notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall immediately take such measures necessary to remedy such deficiencies.
- B. After the Contractor has completed all such corrections to the satisfaction of the Village and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents all as required by the Contract Documents, and after the Village had indicated that the work is acceptable. The Contractor may make application for final payment.
- C. Unless otherwise authorized, the Contractor must submit single invoice copies for each purchase order immediately upon shipment or completion of services. If shipment is made by freight or express, original bill of

lading must be attached to invoice.

- D. The Village complies with the Illinois Local Government Prompt Payment Act which states that any bills approved for payment shall be paid within thirty (30) days after date of approval. When cash discounts are offered, the discount period shall begin with the invoice date or delivery date to the Village, whichever is later. For and in consideration of payments in the amounts, manner and time as provided in the Contract, the Contractor, at its own cost and expense, shall do all the Work, furnish all materials and all labor necessary to complete the Work in accordance with the Contract described herein and in full compliance with all of the terms and conditions of the Contract. All applications for progress payments from the Contractor shall be submitted to the Village not less than fourteen (14) calendar days prior to the second Monday of each month, and not more than one (1) application for a progress payment shall be submitted in any calendar month. Notwithstanding any other provision in any contract document, the Village shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.
- E. The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the Village from loss on account of:
  - 1. Defective work not remedied.
  - 2. Claims filed or reasonable evidence indicating probable filing of claims.
  - 3. Failure of the contractor to make payments properly to subcontractors or for material or labor.
  - 4. Damage to other contractors' tools, materials, work, or equipment.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- F. If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

**39. Separate Contract:**

- A. The Village shall have the right to enter the premises for the purposes of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Village.
- B. The Village may perform additional work related to the project, or let other Contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the Village, if performing the additional work), reasonable opportunity for the introduction and storage of materials, equipment, and the execution of work, and shall properly connect and coordinate the work with theirs.
- C. If the performance of additional work by other Contractors or the Village is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work.

**40. Existing Utilities:**

- A. The locations of the underground utilities as shown on the plans have been obtained by field surveys and searches of available records. It is believed that this data is essentially correct, but the Village and the other offices and agencies associated with the development of these plans do not guarantee their accuracy or completeness. The Contractor shall investigate to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall take due care in all phases of the construction to protect any such facilities which may be affected by the work. Any damage to existing utilities shall be repaired at the Contractor's expense.

- B. The Contractor shall be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.
- C. Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the respective owner thereof, who shall make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service to the Contractor, including the removal of all cables, valve boxes, manhole covers, and other appurtenances which the owner desires to salvage. After such arrangements have been made, the Contractor shall proceed with the work as directed by the Village. All utility lines and appurtenances which are abandoned by the Village shall be removed and disposed of by the Contractor, if it is possible, without damaging existing utilities, and with the approval of the respective agency.
- D. No extra compensation shall be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience, or interruptions in the contractor's work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The responsibility for the prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of the Contractor's own work with that of these agencies to the end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private, shall rest upon the Contractor.

**41. Land & Rights-of Way:**

- A. The Contractor shall confine construction equipment, the storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work. Should any claim be made against the Village by any such owner or occupant because of the performance of the work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold the Village harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal, or equitable, brought by any such other party against the Village to the extent based on a claim arising out of the Contractor's performance of the work.
- B. During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris from and about the premises as well as tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Village, the Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

- 42. Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, by execution of the Contract Documents, the Contractor thereby warrants and guarantees that for a period of four (4) years from the date of substantial completion of the Project and acceptance of the Work on the Project by the Village, that the completed Project shall be free from all defects due to faulty equipment, materials and/or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials, and/or work on the Project which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents, including, but not limited to, the repairs of any resulting damage to other parts of the Project and/or Project site. The Village shall give notice to the Contractor of observed defects with reasonable promptness. In the event that the Contractor should fail to make such correction(s), repair(s), replacement(s), or perform such other work that the Village has determined to be necessary as a result of such defects and/or deficiencies, and/or non-compliance with the Contract Documents (the

“remedial work”), the Village may do so and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond shall remain in full force and effect through the warranty/guarantee period.

43. **Permitted Hours of Work:** All work activity is limited to an eight (8) hour period from 7:00 A.M. until 3:00 P.M. on weekdays. Saturday work may be permitted but only if the Contractor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.
44. **Village Confidential Information:**
- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
  - B. The provisions of this Section shall survive any termination of the Contract.
45. **Illinois Freedom of Information Act (5 ILCS 140/1, et seq.):** As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA), as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to the Request and Invitation for Bids will be made available for public inspection in accordance with the FOIA, unless otherwise determined by a Village FOIA officer after award of a contract. Based upon the public nature of the Request and Invitation for Bids, where applicable, a Bidder must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the FOIA as proprietary or as may otherwise be protected.
46. **Equal Employment Opportunity:** The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall also comply with all applicable provisions of the Illinois Human Rights Act. The Contractor shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps, or other protected status, with respect to the hiring, application for employment, tenure, terms or conditions, or employment of any person.
47. **Right to Hire Others:** The Village retains the right to hire another independent contractor to fulfill any obligations of the Contract Documents which the Village determines have not been completed or have not been adequately performed by Contractor, or when the Contractor is otherwise in default as to its obligations pursuant to the Contract Documents and to recover all damages as provided by law, including all costs incurred by the Village to fulfill such obligations of the Contractor and all payments made by the Village to the Contractor for work not completed or not adequately performed and the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Work and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work on the Project which is the subject of the Contract Documents exceeds the Price Proposal contained in the Contractor’s Bid Proposal.
48. **Conflict of Interest:** The Contractor represents that it has used due diligence to identify any existing or potential conflicts of interest with this Work and has found none. In the event that a possible conflict of interest arises at any time during the term of this Contract between the interests of the Village and those of Contractor’s other clients or customers, Contractor agrees to notify the Village thereof promptly and shall, if so directed by the Village, refrain from performing Services with respect to such area of conflicting interest. In the event such possible or actual conflict of interest arises during the term of this Contract, Contractor agrees that the Village shall have the right to terminate this Contract without cause at any time without liability upon written notice to Contractor.
49. **Venue and Choice of Law:** By execution of the Contract Documents, the Contractor agrees that the venue for resolution of any and all disputes relative to the Contract shall solely be in Lake County, Illinois, the county in which the Village’s Village Hall is located. All Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

50. **Arbitration Deleted from Contract Documents; No Attorneys' Fees:** Any provision in the Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret the Contract Documents.
51. **Duration:** The Contract shall be in effect from the date of the Agreement (Document D) until the completion of the Work on the Project and acceptance thereof by the Village, but the obligations of the Contractor and its subcontractors under the Indemnity paragraph of the General Contract Conditions (Document C) shall survive any termination and/or expiration of the Contract.
52. **Nonassignability:** The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change any of the terms of the Contract Documents.
53. **Advertisement:** The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
54. **Amendments:** No agreement or understanding to modify the Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent.
55. **No Waiver:** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, nor any order by the Village 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 the Village, nor any extension of time granted by the Village, nor any delay by the Village in exercising any right under this Contract, nor any other act or omission of the Village 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 the Village.

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**AGREEMENT**  
**(Document D)**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made and entered into this 1<sup>st</sup> day of May, 2024, by and between Village of Lake Villa (hereinafter referred to as “Village”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Mowing Services (hereinafter referred to as the “Project”, the “Work”, or the “Services”) in a workmanlike manner in compliance with the Contract Documents for the Project and pursuant to the Contract Price as set forth in the Contractor’s Bid Proposal No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (sometimes referred to as the “Contractor’s Proposal”) relative to the Project, a copy of which Contractor’s Bid Proposal is attached hereto and thereby made a part hereof, and in return, the Village agrees to pay the Contractor at the prices set forth in the Contractor’s Bid Proposal and any Addenda issued by the Village relative to the Project. Wherever in the Contract Documents the term “work” or “services” is used, it shall be construed to mean all phases required to commence and complete the proposed work on the Project in a timely manner, including but not limited to furnishing certain incidental material(s) and supplies as set forth in the Contract Documents, and all supplies, tools, equipment, labor, and supervision, in order to facilitate the timely commencement and completion of the Project in a workmanlike manner and perform such other services necessary to complete the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform, fully complete, and provide all of the Work in accordance with and as identified in the Contract Documents. The initial Contract shall commence on May 1, 2024, and shall continue through and including April 30, 2025. At the Village’s discretion, a separate one (1) year Contract, subject to any and all requirements as set forth in the Contract Documents, may be awarded annually to the Contractor for three (3) separate subsequent years (pending Village Board approval), for the following calendar years: May 1, 2025 through April 30, 2026, May 1, 2026 through April 30, 2027, and May 1, 2027 through April 30, 2028, all pursuant to the approval by Resolution of the Village Board. However, after the initial one (1) year term of this Agreement, the subsequent renewal of this Agreement may be cancelled at the election of the Village upon written notice to the Contractor of said party’s intention to do so, which notice shall be given not less than ninety (90) days prior to the expiration of the then current Contract term and shall comply with the Project Specifications which are part of the Contract Documents.
2. The Contractor shall provide the Village with a completed and current Certificate of Insurance, Delinquent Tax Affidavit Form, and Performance and Payment Bond for each respective Contract term prior to commencement of any work pursuant to the Agreement.
3. The Contractor agrees to comply with all local, State & Federal Laws concerning the work and the quality of the environment.
4. The Contractor agrees to hold the Village of Lake Villa, its elected and appointed officials, officers, employees, and agents, harmless from and protect and defend the Village, its elected and appointed officials, officers, employees, and agents, from any and all claims, causes of action or liability arising from and relating to Contractor’s work.
5. The term “Contract Documents” means and includes, but is not limited to, the following:
  - A. Request for Bid Proposals (Document A)
  - B. General Instructions and Information on Request for Bid Proposals (Document B)
  - C. General Contract Conditions (Document C)
  - D. Agreement and Signature Sheet (Document D)
  - E. Specifications prepared by the Village (Document E), which include the “Special Provisions for Landscape Maintenance Services”

- F. Contractor's Bid Proposal, including Contractor's Qualifications (Document F)
- G. Bid Bond (Document G)
- H. Performance and Payment Bond (Document H)
- I. Contractor's Certification/Eligibility to Bid (Document I)
- J. Affidavit Re: Delinquent Taxes (Document J)
- K. Contractor's Drug-Free Workplace Certification (Document K)
- L. Contractor's Sexual Harassment Certification (Document L)
- M. Notice of Award (Document M)
- N. Notice to Proceed (Document N)
- O. Certificate(s) of Insurance (Document O)

6. Addenda: No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_; No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

7. This Agreement shall be and is part of the Contract Documents for the Project and shall be and is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

CONTRACTOR:

\_\_\_\_\_

VILLAGE:

Village of Lake Villa  
65 Cedar Avenue, Lake Villa, IL 60046

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
Print Name & Title

BY: \_\_\_\_\_

James McDonald, Mayor

or

BY: \_\_\_\_\_

Michael Strong, Village Administrator

ATTEST:

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Mary Konrad, Village Clerk

**SIGNATURE SHEET**

(An Individual) Signature of Contractor \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(A Co-partnership) Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(Insert names & addresses of all members of firm) \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

\_\_\_\_\_

(A Corporation) Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal) \_\_\_\_\_

Phone No. \_\_\_\_\_

(Insert names of President Officers) \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

Date: \_\_\_\_\_

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**SPECIFICATIONS**

**PREPARED BY THE VILLAGE OF LAKE VILLA AND INCLUDES THE  
“SPECIAL PROVISIONS FOR LANDSCAPE MAINTENANCE SERVICES” WHICH IS PART HEREOF**

**(Document E)**

**VILLAGE OF LAKE VILLA**  
**CONTRACT FOR MOWING SERVICES**  
**CONTRACTOR'S BID PROPOSAL**  
**(Document F)**

Full Name of Bidder ("Bidder" or "Contractor")	
Principal Office Address of Bidder	
Local Office Address (If different than principal office)	
Bidder's Contact Person	Name:
	Email Address:
	Telephone Numbers:

TO: Village of Lake Villa ("Village")  
 Attn: Village Administrator  
 65 Cedar Avenue  
 Lake Villa, Illinois 60046

**Bidder warrants and represents that Bidder has carefully examined, and/or has been given the opportunity to examine, the work site for the Project as described in the Request and Invitation for Bids and its environs and has reviewed and understands all Contract Documents related to the Project as identified in the Agreement (Document E) and/or which are otherwise part of the Bid Package for the subject Project, including Addenda Nos. \_\_\_\_\_ [if none, write "NONE"] ("Bid Package").**

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

In compliance with your advertisement for Bid Proposals, Contractor hereby proposes to perform all work on the Project in compliance with the Contract Documents.

By submission of this Bid Proposal, the Contractor certifies, and in the case of a joint Bid Proposal, each party hereto certifies, as to their own organization, that in connection with the Bid Proposal:

**1. Work Proposal**

- A. Contract and Work. If this Bid Proposal is accepted by the Village, Bidder proposes, and agrees, that Bidder will contract with the Village, in the form of the Agreement (Document E) and all related Contract Documents included in the Bid Package: (1) to provide, perform and timely and fully complete the Project at the site or sites described in the Bid Package ("work site" or "Project work site") in the manner described and specified in the Bid Package, including but not limited to management and supervision of the Project from commencement through completion of the Project and providing all material(s) and supplies as set forth in the Contract Documents and all labor, services, transportation, equipment, apparatus, machinery, tools, traffic control in compliance with Illinois Department of Transportation standards, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Project; (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 Contract Documents included in the Bid Package, provided, however, all Village permits, licenses, and approvals shall be provided to the Contractor without any fees or

charges by the Village; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract Documents; 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 or pursuant to, the Contract Documents; all of which is herein referred to as the “Work.”

- B. Manner and Time of Performance. If this Bid 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 the Village pursuant thereto.
- C. General. If this Bid Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder by the Bid Package.
- D. The prices in the Bid Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor.
- E. Unless otherwise required by law, the prices which have been quoted in the Bid Proposal have not knowingly been disclosed by the Contractor prior to opening, directly or indirectly to any other contractor or to any competitor.
- F. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Bid Proposal for the purpose of restricting competition.
- G. The person(s) endorsing the Bid Proposal for the Contractor is or are authorized to do so and is or are responsible within that organization for the decision as to the prices being proposed and has or have not participated, and will not participate in any action contrary to Paragraphs D through F, above; or,
- H. The person(s) endorsing the Bid Proposal for the Contractor (is) (are) responsible within that organization for the decision as to the prices being proposed, and/or has been authorized to act as the agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs D through F, above, and as their agent shall also certify that he (she) has not participated, and will not participate in any action contrary to Paragraphs D through F above.
- I. Contractor hereby agrees to commence work on the Project pursuant to the Contract Documents on or before a date to be specified in the NOTICE OF PROCEED.

## 2. Contract Price Proposal

If this Bid Proposal is accepted, Bidder will, except as otherwise provided in the Contract Documents, take in full payment for all work on and/or services performed relative to the Project, 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 for the Project.

The Bidder acknowledges and understands that the Contract for the Project calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (“the Act”). If this Bid Proposal is accepted, the Bidder acknowledges and understands that it shall be the responsibility of the Bidder and all of its subcontractors to comply with the Act and the related current ordinance or resolution of the Village relative to prevailing wages of laborers, mechanics and other workers employed in any Public Works.

## SCHEDULE OF PRICES FOR THE 2024-2025 CONTRACT YEAR

Site #	Facility Name	Address	Unit Price	Frequency	Total
<b>Area A</b>					
1	Glacier Park	700 Waters Edge Drive		34	
2	Lehmann Park	148 Cedar Avenue		34	
3	Loffredo Park and Well #7	485 N. Milwaukee Avenue		34	
4	Steven Sherwood Memorial Park	Between 39 & 41 Kevin Avenue		34	
5	Cedar Crossing - Park 1	Between 900 Charlton Road & 594 Amherst Drive		34	
6	Cedar Crossing - Park 2 & Lift Station 10	Between 906 & 912 Park Avenue		34	
<b>Area B</b>					
7	Well #5	108 S. Milwaukee Avenue		34	
8	Well #8, Well #9, & Well #13	881 Deep Lake Road		34	
9	Well #11	533 Amherst Drive		34	
10	Well #15 & Well #16	145 Belmont Avenue		34	
<b>Area C</b>					
11	Maintenance Facilities	222 Oak Knoll Drive		34	
12	Lift Station #5	Intersection of Old Monaville & Monaville Road		34	
13	Lift Station #6	1000 ft. north of Petite Lake Road on IL-83		34	
14	Metra Station	129 Railroad Avenue		34	

Subtotal	
Area A	\$
Area B	\$
Area C	\$
Total	\$

NOTE TO BIDDERS

- (1) Please bid all sections.
- (2) Contract(s) may be awarded to one or more bidders.
- (3) Not less than five (5) days prior to the scheduled bid opening, and prior to submitting a bid proposal to the Village, all bidders are required to arrange and make an appointment for an on-site visit of all Project locations by contacting Ryan Horton; Telephone: 847-356-6100 or Email: [RHorton@lake-villa.org](mailto:RHorton@lake-villa.org) during the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.
- (4) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

<p><u>BID SHEET FOR THE 2024-2025 CONTRACT YEAR</u></p> <p><u>PROJECT DESCRIPTION: MOWING SERVICES</u></p>	
BIDDER AGREED TO START DATE:	
BIDDER AGREED TO COMPLETION DATE:	
DESCRIPTION OF WORK (include a separate list of all mechanicals included in this bid)	
TOTAL PROJECT COST, including labor and materials, except as noted above	\$
NOTE: The above dates are a material part of each Bidder's Bid.	

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	
(2)	
(3)	
(4)	
(5)	
(6)	

## SCHEDULE OF PRICES FOR THE 2025-2026 CONTRACT YEAR

Site #	Facility Name	Address	Unit Price	Frequency	Total
<b>Area A</b>					
1	Glacier Park	700 Waters Edge Drive		34	
2	Lehmann Park	148 Cedar Avenue		34	
3	Loffredo Park and Well #7	485 N. Milwaukee Avenue		34	
4	Steven Sherwood Memorial Park	Between 39 & 41 Kevin Avenue		34	
5	Cedar Crossing - Park 1	Between 900 Charlton Road & 594 Amherst Drive		34	
6	Cedar Crossing - Park 2 & Lift Station 10	Between 906 & 912 Park Avenue		34	
<b>Area B</b>					
7	Well #5	108 S. Milwaukee Avenue		34	
8	Well #8, Well #9, & Well #13	881 Deep Lake Road		34	
9	Well #11	533 Amherst Drive		34	
10	Well #15 & Well #16	145 Belmont Avenue		34	
<b>Area C</b>					
11	Maintenance Facilities	222 Oak Knoll Drive		34	
12	Lift Station #5	Intersection of Old Monaville & Monaville Road		34	
13	Lift Station #6	1000 ft. north of Petite Lake Road on IL-83		34	
14	Metra Station	129 Railroad Avenue		34	

Subtotal	
Area A	\$
Area B	\$
Area C	\$
Total	\$

NOTE TO BIDDERS

- (1) Please bid all sections.
- (2) Contract(s) may be awarded to one or more bidders.
- (3) Not less than five (5) days prior to the scheduled bid opening, and prior to submitting a bid proposal to the Village, all bidders are required to arrange and make an appointment for an on-site visit of all Project locations by contacting Ryan Horton; Telephone: 847-356-6100 or Email: [RHorton@lake-villa.org](mailto:RHorton@lake-villa.org) during the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.
- (4) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

<b><u>BID SHEET FOR THE 2025-2026 CONTRACT YEAR</u></b>	
<b><u>PROJECT DESCRIPTION: MOWING SERVICES</u></b>	
BIDDER AGREED TO START DATE:	
BIDDER AGREED TO COMPLETION DATE:	
DESCRIPTION OF WORK (include a separate list of all mechanicals included in this bid)	
TOTAL PROJECT COST, including labor and materials, except as noted above	\$
NOTE: The above dates are a material part of each Bidder's Bid.	

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	
(2)	
(3)	
(4)	
(5)	
(6)	

## SCHEDULE OF PRICES FOR THE 2026-2027 CONTRACT YEAR

Site #	Facility Name	Address	Unit Price	Frequency	Total
<b>Area A</b>					
1	Glacier Park	700 Waters Edge Drive		34	
2	Lehmann Park	148 Cedar Avenue		34	
3	Loffredo Park and Well #7	485 N. Milwaukee Avenue		34	
4	Steven Sherwood Memorial Park	Between 39 & 41 Kevin Avenue		34	
5	Cedar Crossing - Park 1	Between 900 Charlton Road & 594 Amherst Drive		34	
6	Cedar Crossing - Park 2 & Lift Station 10	Between 906 & 912 Park Avenue		34	
<b>Area B</b>					
7	Well #5	108 S. Milwaukee Avenue		34	
8	Well #8, Well #9, & Well #13	881 Deep Lake Road		34	
9	Well #11	533 Amherst Drive		34	
10	Well #15 & Well #16	145 Belmont Avenue		34	
<b>Area C</b>					
11	Maintenance Facilities	222 Oak Knoll Drive		34	
12	Lift Station #5	Intersection of Old Monaville & Monaville Road		34	
13	Lift Station #6	1000 ft. north of Petite Lake Road on IL-83		34	
14	Metra Station	129 Railroad Avenue		34	

Subtotal	
Area A	\$
Area B	\$
Area C	\$
Total	\$

NOTE TO BIDDERS

- (1) Please bid all sections.
- (2) Contract(s) may be awarded to one or more bidders.
- (3) Not less than five (5) days prior to the scheduled bid opening, and prior to submitting a bid proposal to the Village, all bidders are required to arrange and make an appointment for an on-site visit of all Project locations by contacting Ryan Horton; Telephone: 847-356-6100 or Email: [RHorton@lake-villa.org](mailto:RHorton@lake-villa.org) during the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.
- (4) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

<p><u>BID SHEET FOR THE 2026-2027 CONTRACT YEAR</u></p> <p><u>PROJECT DESCRIPTION: MOWING SERVICES</u></p>	
BIDDER AGREED TO START DATE:	
BIDDER AGREED TO COMPLETION DATE:	
DESCRIPTION OF WORK (include a separate list of all mechanicals included in this bid)	
TOTAL PROJECT COST, including labor and materials, except as noted above	\$
NOTE: The above dates are a material part of each Bidder's Bid.	

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	
(2)	
(3)	
(4)	
(5)	
(6)	

## SCHEDULE OF PRICES FOR THE 2027-2028 CONTRACT YEAR

Site #	Facility Name	Address	Unit Price	Frequency	Total
<b>Area A</b>					
1	Glacier Park	700 Waters Edge Drive		34	
2	Lehmann Park	148 Cedar Avenue		34	
3	Loffredo Park and Well #7	485 N. Milwaukee Avenue		34	
4	Steven Sherwood Memorial Park	Between 39 & 41 Kevin Avenue		34	
5	Cedar Crossing - Park 1	Between 900 Charlton Road & 594 Amherst Drive		34	
6	Cedar Crossing - Park 2 & Lift Station 10	Between 906 & 912 Park Avenue		34	
<b>Area B</b>					
7	Well #5	108 S. Milwaukee Avenue		34	
8	Well #8, Well #9, & Well #13	881 Deep Lake Road		34	
9	Well #11	533 Amherst Drive		34	
10	Well #15 & Well #16	145 Belmont Avenue		34	
<b>Area C</b>					
11	Maintenance Facilities	222 Oak Knoll Drive		34	
12	Lift Station #5	Intersection of Old Monaville & Monaville Road		34	
13	Lift Station #6	1000 ft. north of Petite Lake Road on IL-83		34	
14	Metra Station	129 Railroad Avenue		34	

Subtotal	
Area A	\$
Area B	\$
Area C	\$
Total	\$

NOTE TO BIDDERS

- (1) Please bid all sections.
- (2) Contract(s) may be awarded to one or more bidders.
- (3) Not less than five (5) days prior to the scheduled bid opening, and prior to submitting a bid proposal to the Village, all bidders are required to arrange and make an appointment for an on-site visit of all Project locations by contacting Ryan Horton; Telephone: 847-356-6100 or Email: [RHorton@lake-villa.org](mailto:RHorton@lake-villa.org) during the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.
- (4) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

<p><u>BID SHEET FOR THE 2027-2028 CONTRACT YEAR</u></p> <p><u>PROJECT DESCRIPTION: MOWING SERVICES</u></p>	
BIDDER AGREED TO START DATE:	
BIDDER AGREED TO COMPLETION DATE:	
DESCRIPTION OF WORK (include a separate list of all mechanicals included in this bid)	
TOTAL PROJECT COST, including labor and materials, except as noted above	\$
NOTE: The above dates are a material part of each Bidder's Bid.	

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	
(2)	
(3)	
(4)	
(5)	
(6)	

### 3. **Basis for Determining Prices**

The Bidder acknowledges, understands and agrees that:

- A. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item, if any, are the Village's estimate only, that the Village 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;
- B. The Village is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
- C. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work on the Project as well as all taxes, contributions, and premiums for unemployment insurance, senior citizen or retirement benefits, pensions, annuities, or other similar benefits, are included in this Schedule of Prices; and
- D. 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.
- E. All claim(s) 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.

4. **Contract Time Proposal:** If this Bid Proposal is accepted, Bidder agrees to commence work on the Project no later than on or before the respective Start Date stated in the Contractor's Bid Proposal after the Village Attorney has approved the required Certificate of Insurance and Performance and Payment Bond, and complete the work on the Project no later than by the completion date stated in the Contractor's Bid Proposal in a workmanlike manner consistent with the Bidder's Bid Proposal and the Contract Documents, and deliver to the Village any requested or required documentation, including but not limited to any performance and payment bond and/or any certificate(s) of insurance, or on such other date otherwise agreed to in writing by the Bidder and the Village, and agrees to perform the Work on the Project diligently, all in a workmanlike manner, and continuously and agrees to complete the Work no later than the completion date set forth on the Notice to Proceed, or on such other date otherwise agreed to in writing by the Bidder and the Village.

5. **Firm Proposal:** All prices and other terms stated in this Bid Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 45 days after the date on which the Bidder's Bid Proposal is opened or such extended acceptance date for Bid Proposals as may be established by the Village.

### 6. **Bidder Representations**

- A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Bid Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Bid 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 the Village 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 the Village, 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 the Village that Bidder is adequately prepared to fulfill the Contract.

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

7. **Bid Security:** The bid bond for this Project is attached.
8. **Village's Remedies:** Bidder acknowledges and agrees that should Bidder fail to timely submit any additional information that is requested by the Village; or should Bidder, if the Village awards Bidder the Contract, fail to timely submit all the Bonds and all the certifications which are set forth in the Contract Documents and any certificates of insurance required to be submitted by the Bidder; or should Bidder, if the Village awards Bidder the Contract, fail to timely execute the Agreement (Document E), Contractor's Certification(s) and all other required documentation as set forth in the Contract Documents, the Village will have the right to exercise any and all remedies it may have at law and/or in equity against Bidder.
9. **Village's Rights:** Bidder acknowledges and agrees that the Village reserves the right to reject any and all Bidders' Bid Proposals, reserves the right to accept or reject any item of any Bidder's Bid Proposal, and reserves such other rights as are set forth in the Contract Documents.
10. **Bidder's Obligations:** In submitting this Bid 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.

The undersigned represents and warrants to the Village that the undersigned is a duly authorized agent of the Bidder and is authorized to execute this Bid Proposal and submit same to the Village.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

(Document F)

**CONTRACTOR'S QUALIFICATIONS:**

- A. A list of other similar projects completed by the Bidder within the last five (5) years in the State of Illinois is required on the following form:

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

- B. Bidder shall also provide documentation pertaining to all of the same and/or similar work performed in the last five (5) years in the State of Illinois.
- C. The Prices stated in this Proposal are guaranteed for sixty (60) days from the date of opening and are also guaranteed for the respective 2025-2026, 2026-2027, and 2027-2028 Contract years thereafter, and if awarded the Contract for each contract year, we, the Bidder, agree to execute such Contract and any and all other Contract Documents related to the Project, provide the required Performance and Payment Bond and Certificate(s) of Insurance, and complete the Work covered by this Proposal for such contract year in a workmanlike and timely manner at said prices in accordance with all Contract Documents.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

SUBMITTED BY:

\_\_\_\_\_  
 Company Name ("Bidder")

\_\_\_\_\_  
 Name and Title, Its Authorized Agent

\_\_\_\_\_  
 City State Zip

**\*\*ENCLOSE WITH BID PROPOSAL\*\***

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**BID BOND**  
**(Document G)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Contractor, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Village of Lake Villa (the "Village") in the penal sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Contractor/Bidder has submitted to the Village of Lake Villa the certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for "Mowing Services:".

NOW, THEREFORE,

- (a) If said Bid Proposal shall be rejected, or
- (b) If said Bid Proposal shall be accepted and the Contractor/Bidder shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Village may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Contractor/Bidder and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Contractor/Bidder

DATE: \_\_\_\_\_

\_\_\_\_\_  
Surety

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**IMPORTANT** - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended), must hold certificates of authority as acceptable sureties (31CFR223), and be authorized to transact business in Illinois where the project is located.

\*\*\* **ENCLOSE WITH BID PROPOSAL** \*\*\*

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**PERFORMANCE AND PAYMENT BOND**

**(Document H)**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Village  
of Lake Villa, Illinois in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful  
money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we  
bind ourselves, and our officers, employees, subcontractors, and agents, heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract, dated the \_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_,  
with the Village of Lake Villa, Illinois for "Mowing Services" in accordance with the Contract Documents prepared by the  
Village or its agents, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well  
and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials,  
apparatus, fixtures, or equipment furnished for the purpose of constructing and/or performing the work provided in said  
Contract, and shall defend, indemnify and save harmless the Village of Lake Villa, Illinois, against any and all liens,  
encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in the  
Specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions  
of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may  
develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void;  
otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration  
or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the  
same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_(SEAL)  
Contractor-Principal

BY: \_\_\_\_\_  
(If Individual or Firm)

ATTEST: \_\_\_\_\_(SEAL)  
(If Corporation)

\_\_\_\_\_(SEAL)  
(Surety)

ATTEST: \_\_\_\_\_  
(Surety)

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**ELIGIBILITY TO BID**

**(Document I)**

The undersigned, being a duly appointed and empowered official of the \_\_\_\_\_  
\_\_\_\_\_ (Company name), hereby certifies that said \_\_\_\_\_  
\_\_\_\_\_ (Company name) is not barred by law from submitting a Bid Proposal to the Village of Lake  
Villa for the project contemplated herein because of a conviction for prior violations of either Section 33E-3 (Bid rigging)  
or Section 33E-4 (Bid Rotating) of Public Act 85-1295, S.H.A. ch. 38 of the Criminal Code of 1961, approved July 28,  
1961, as amended.

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**\*\*\* ENCLOSE WITH BID PROPOSAL \*\*\***

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**AFFIDAVIT RE: DELINQUENT TAXES**  
**(Document J)**

I, \_\_\_\_\_, being first duly sworn do hereby depose and say that I am a  
of \_\_\_\_\_ (the "Company") (or that I am an individual) and that as  
such officer I am authorized to make the following representations on behalf of the Company (or if an individual, on my  
behalf) pursuant to 65 ILCS 5/11-42.1-1.

**[CHOOSE ONE]**

- The Company (or the undersigned individual) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Department of Revenue but the Company is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate revenue Act.
- The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.
- The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Illinois Department of Revenue.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Company] \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in  
the State of Illinois, who hereby certifies under official seal that I am duly authorized by the laws of the State of Illinois to  
administer oaths in the County of \_\_\_\_\_ in the State of Illinois.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

(SEAL)

\* \* \* **ENCLOSE WITH BID PROPOSAL** \* \* \* \*

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

**(Document K)**

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about;
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place,
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Act (30 ILCS 580/3).

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor

ATTEST:  
  
\_\_\_\_\_

**\*\*ENCLOSE WITH BID PROPOSAL\*\***

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**CONTRACTOR’S SEXUAL HARASSMENT CERTIFICATION**

**(Document L)**

\_\_\_\_\_, hereinafter referred to as “Contractor”, having submitted a Bid Proposal for “Mowing Services” to the Village of Lake Villa, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor’s internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission.
6. Directions of how to contact the Department of the Commission.
7. An acknowledgement of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**\*\*ENCLOSE WITH BID PROPOSAL\*\***

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**NOTICE OF AWARD**

**(Document M)**

TO: [INSERT NAME OF CONTRACTOR]\_\_\_\_\_

Project Description: MOWING SERVICES

The Village has considered the Bid Proposals received on \_\_\_\_\_, 20\_\_, for the above-described work and has rendered a decision relative to the Award, favorable to your firm.

You are hereby notified that your Bid Proposal has been accepted for the \_\_\_\_\_ Contract for items in the amount of \$\_\_\_\_\_.

You are required by the Bid Proposal Package and Contract Documents to execute the Agreement and other Contract Documents and furnish the required Contractor's Performance and Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Village shall be entitled to consider all your rights arising out of the Village's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bond. The Village shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village as soon as possible.

The Village will make separate awards for each subsequent contract (i.e., for 2025, for 2026, and for 2027).

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

VILLAGE OF LAKE VILLA ("Village")

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this day of \_\_\_\_\_, 20\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF LAKE VILLA**

**CONTRACT FOR MOWING SERVICES**

**NOTICE TO PROCEED**

**(Document N)**

DATE: \_\_\_\_\_, 20\_\_

PROJECT: MOWING SERVICES

TO: \_\_\_\_\_ (“Contractor”)

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_ on or before \_\_\_\_\_, 20\_\_ and you are to complete the work within the prescribed time period (i.e., \_\_\_\_\_) thereafter.

The date of completion of all work is therefore, \_\_\_\_\_.

Village of Lake Villa (“the Village”)

BY: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby by acknowledged by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_