VILLAGE OF LIBERTYVILLE
REQUEST FOR PROPOSALS

OWNER:
Village of Libertyville
118 W. Cook Avenue
Libertyville, Illinois 60048-2090

Owner will receive sealed proposals for the work generally described as follows:

VILLAGE OF LIBERTYVILLE
LAKE & POND MANAGEMENT PROGRAM

Village of Libertyville
Department of Public Works
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: David Thornborough, Superintendent of Public Works

Sealed bids are due by and will be publicly opened on May 16, 2019 at 10:00A.M. at 200 E. Cook Avenue, Libertyville, Illinois 60048.

Any questions relating to the bid specifications, please contact David Thornborough, Village of Libertyville Superintendent of Public Works 847-918-2076.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals
All proposals for the Work shall be made only on the blank Contract form attached to this Request for Contract and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications
Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals
Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and the bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals
No proposal shall be withdrawn for a period of **60 days** after the opening of any proposal.

Rejection of Bids
Proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals
Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Dated this 29th day of April, 2019

Village of Libertyville

By: David Thornborough Superintendent of Public Works

Attachments:

Contract/Proposal
Exhibit A: Certificate of Insurance
Exhibit B: Bid Bond
Exhibit C: General Contract Conditions & Specifications
Exhibit D: Price Proposal Form

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
LAKE & POND MANAGEMENT PROGRAM

Full Name of Bidder _____
Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone: _____

E-mail: _____

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: David Thornborough
Superintendent of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda (if any), which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Pre-Qualification. Procure and furnish to the Village of Libertyville a list of 3 municipal references/contacts of similar scope with the bid submittal.
4. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
5. Taxes. Pay all applicable federal, state and local taxes.
6. Miscellaneous. Do all other things required of Bidder by this Contract.

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

B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Time Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 30 calendar days following Owner's acceptance of this Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously. Work is to be completed **by November 22, 2019**

This contract if approved by the Village of Libertyville is in effect for a period on one year and may be renewed per the rates of the submitted Price Proposal Form as set herein for two (2) subsequent one year periods (the “Renewal Periods”) at the option of the Village. Said option to renew shall be exercised by the Village by the giving of written notice of its intention to renew to Bidder prior to the expiration of the then current term, Approval of the Bidder, and by approval of the Village Board. If subsequent year(s) contract is granted, yearly dates will change to correspond to completion dates.

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a nonresponsive bid at the sole discretion of the Village of Libertyville.

A. Basis for Determining Prices. It is expressly understood that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

B. Time of Payment.

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Provide monthly invoice of services rendered to date. Net 30-day term from date of invoice rendered if work is accepted.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

3. Finance Assurance

A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the total Bidders price proposal in the form of a Bid Bond or Cashier's Check. (Exhibit B)

B. Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors.

If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificate of insurance evidencing the minimum insurance coverage's and limits set forth below within 10 days following Owners acceptance of this Contract. Such policies shall be in the form, and from companies, acceptable to the owner. (Exhibit A)

Additional Insured. *The Village of Libertyville, its officials, agents, employees 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 Libertyville, its officials, agents, employees and volunteers.

The Contractors' insurance coverage shall be primary and non-contributory as respects the Village of Libertyville, its officials, employees, agents and volunteers. Any insurance or self-insurance

maintained by the Village of Libertyville, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Libertyville, its officials, employees, agents and volunteers.

The Contractors' insurance coverage shall contain a Severability of Interests/Cross Liability clause or language stating that the Contractors' insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurers' liability.

If any commercial 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 Libertyville, its officials, employees, agents and volunteers as additional insureds.

All general liability coverage's shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. 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.

Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Village of Libertyville, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

Cancellation Notice Recipient. Each insurance policy required shall have the Village of Libertyville 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.

All Coverages. No Waiver. Under no circumstances shall the Village of Libertyville 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 Certificate Insurance **and** Additional Insured Endorsements.

b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

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.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, 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 work performed pursuant to this agreement.

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, 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 the Village before any work commences. The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

Commercial General Liability

Limits shall not be less than:

- Each Occurrence: $1,000,000
- Damage to Rented Premises: $50,000
- Medical Expenses: $5,000
- Personal & Advertising Injury: $1,000,000
- General Aggregate: $2,000,000
- Products-Completed Operations Aggregate: $1,000,000
  - Coverage is to be written on an "occurrence" basis.
  - General aggregate limit applies per the "project".
  - The "ADDL INSR" box shall be marked with "Yes" in the box.
  - The "SUBR WVD" box shall be marked with "Yes" in the box.

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X", "C" and "U"
- Contractual Liability
  - Contractual Liability coverage shall specifically include indemnification set below.

Workers' Compensation and Employers Liability

Limits shall not be less than:

- Employers Liability - Each Accident-Injury $500,000
- Employers Liability - Each Employee-Disease $500,000
- Employers Liability - Disease-Policy $500,000
- Workers' Compensation: Statutory
  - Such insurance shall evidence that coverage applies to the State of Illinois.

Automobile Liability

Limits shall not be less than:

- Combined Single Limit: $1,000,000
  - Coverage is to be written on an "Any Auto" basis.

Umbrella Liability

Limits shall not be less than:

- Bodily Injury and Property Damage Combined Single Limit: $2,000,000
  - The "ADDL INSR" box shall be marked with "Yes" in the box.
  - The "SUBR WVD" box shall be marked with "Yes" in the box.
  - The Policy shall be in excess of the limits stated above.

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, 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 performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Libertyville, its officials, employees and agents as herein provided.

Penalties. If this Contract is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

4. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within **60 days** after the date this sealed Contract is opened.

5. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Regulatory Requirements. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body 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 Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder 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 Proposal set forth above.

6. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.

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

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

Bidder Status

Corporation _____ State: _____

Partnership _____ State: _____

Individual Proprietorship: _____

Bidders Name:

Doing Business as (if different):

Printed Name:

Signature:

Title/Position:

Bidders Business Address:

Telephone _____ Fax _____

If a Corporation or Partnership, list all officers and partners:

Name	Title	Address

CONTRACT ACCEPTANCE

LAKE & POND MANAGEMENT PROGRAM

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this ____ day of _____, 2019 with _____ to perform Lake & Pond Management at a cost not to exceed_____.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Libertyville

By: _____

Kelly Amidei
Village Administrator

Exhibit A

Insurance Requirements

(Example)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer/Ins. Broker Contact Info.	
Name of Insurance Broker	PHONE (A/C, No, Ext): / FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Name of Insurance Company	Completed
INSURED	INSURER B : Name of Insurance Company	Completed
Name of Contractor	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE AGGREGATE	$ Per Request $ Per Request $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number Inserted	Policy Start Date	Policy Start Date	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
	Professional Liability (other specialty coverages as requested.			Policy Number Inserted	Policy Start Date	Policy Start Date	$1,000,000 per occurrence or as requested.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.
No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
Member named as cancellation notice recipient.

CERTIFICATE HOLDER	CANCELLATION
Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Village of Libertyville, its officials, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Exhibit B

VILLAGE OF LIBERTYVILLE
CONTRACT/BID FOR
LAKE & POND MANAGEMENT PROGRAM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____,
(Full name and address of Bidder)

as Principal, hereinafter called Bidder, and

_____,
(Full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of (5% of bidders proposal) Dollars ($ _____), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bid dated _____, 2019, to Owner entitled "**CONTRACT/BID FOR LAKE & POND MANAGEMENT PROGRAM** (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

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

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

Signed and sealed this _____ day of _____, 2019.

Attest/Witness:	PRINCIPAL
By: _____	By: _____
Title: _____	Title: _____
Attest/Witness:	SURETY
By: _____	By: _____
Title: _____	Title _____

Exhibit C

VILLAGE OF LIBERTYVILLE
LAKE & POND MANAGEMENT PROGRAM
GENERAL CONTRACT CONDITIONS & SPECIFICATIONS

GENERAL CONTRACT CONDITIONS

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 Libertyville.

1. All work shall be performed by trained, supervised personnel of the Contractor in accordance with accepted Lake & Pond Management Practices & Standards.

2. Adequate personnel and equipment shall be provided to permit the timely completion of all work.

3. 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.

4. All debris shall be removed from the site at the end of each day where work is performed.

5. The Contractor is required to comply with all applicable State, Village and Federal laws and ordinances and furnish, if necessary, the proper signs and barricades during maintenance operations.

6. Routine inspections of the work shall be made by the Village throughout the contract term. Any and all work not completed by the contractor to the specifications of this contract as identified by the Superintendent of Public Works or his/her designated representative shall be given to the contractor and shall be completed to the satisfaction of the Village. No payment shall be made until all of the unfinished work is completed to the satisfaction of the Village.

7. Contractor shall not bill the Village for any remediation that had to be redone because of Contractor's neglect to meet the Specifications of the Contract or for work not performed to the reasonable satisfaction of the Village.

8. Payments to the Contractor shall be made on a monthly basis within sixty (30) days of receipt of invoices, provided all work for that month **has been completed and approved by the Village**, subject to the terms and conditions of the Illinois Local Government Prompt Payment Act.

9. All decisions regarding contract information, assigned work, performance standards and payment and any other topics related to this contract shall be made by the Director of Public Works or his/her designated representative and his/her decision shall be considered binding and final.

10. The Contractor shall comply with the Detailed Specifications for Lake and Pond Management which are attached hereto and are thereby made a part hereof.

DEFINITION OF TERMS

The following terms shall have the respective definitions set forth below in the Detailed Specifications and the other Contract Documents:

Wherever in the attached Specifications the term "the Owner" or "the Village" is used it shall be construed to mean the Village of Libertyville, Illinois, a Municipal Corporation and its duly authorized representatives.

Wherever herein the term "Superintendent" is used it shall be construed to mean the Superintendent of Public Works of the Village of Libertyville or his/her designated representative.

Wherever herein the term "Contractor" is used it shall be construed to mean the company or individual to whom the Contract for the lake & pond management program is awarded and its superintendents, workmen, agents, or assignees.

Wherever herein the term "work" or "services" is used it shall be construed to mean all phases of the operations required to complete the lake & pond management as described in these Specifications.

Wherever herein the term "debris" is used it shall be construed to mean any and all material found in the work area that results from the work.

LOCATION OF WORK

The lake & ponds upon which the proposed work is to be performed are located within the corporate limits of the Village of Libertyville, Illinois.

SCOPE OF WORK

Work to be completed under these specifications includes the furnishing of all supervision, labor, materials, tools, equipment, and machinery necessary to complete the contract in accordance with these specifications. Cleanup and removal of all material resulting from such work shall be included in the prices quoted. Contractor shall exercise all necessary caution to insure the protection of vehicular and pedestrian traffic, as well as all public and private property.

The Contractor shall take all measures to adequately protect all public and private property, in and around the area of the work to be done. As a result of any associated work, any damage to existing facilities or property, either public or private, shall be the responsibility of the Contractor.

All pond edges, lawns, and all other items or areas, public or private, which are damaged as a result of lake & pond application activities, shall be restored by the Contractor, to the satisfaction of the Superintendent of Public Works or his/her designated representative.

The Contractor shall follow and adhere to any and all Standard Practices and Safety Requirements as set forth in the latest edition of the ANSI A 300 and Z133.1 Standards.

.SUPERVISION AND SCHEDULING OF WORK

Within ten (10) days of contract award, the Contractor shall consult with the Superintendent of Public Works, or his/her authorized representative, concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Superintendent of Public Works or his/her designated representative. The

Contractor shall give personal attention to the work, and shall at all times have a competent foreman, superintendent, or other representative on the work site who is fluent in the use and understanding of the English language, and who shall have full authority to act for the Contractor and to receive and execute orders from the Superintendent of Public Works or his/her designated representative.

From time to time the Village shall consult with the Contractor and this time shall be considered inconsequential to the Contract and no fees shall be charged for this work.

Lake & Pond Management Program Specifications

This program will cover the inspection and treatment for common regional weeds and algae for 1 (1) lake and ten (10) ponds in the Village of Libertyville from April 15 – Oct 30. Contract start date is weather dependent. Anticipate a maximum of 15 regular site visits during a complete season.
It will include bi-weekly inspection, assessment, recommendation, implementation and customized reports for each location. Contractor will determine the proper treatment program at the time of inspection based on environmental conditions of the water, weed and algae growth and weather conditions.

- Have the capability to deliver subsurface applications via metered pumps for Butler Lake, Butler Lake Lagoon and Red Top pond
- Obtain all necessary permits, EcoCAT consutation(s) and NPDES from IEPA, and submit required documentation.
- Provide a list of licensed Illinois Department of Agriculture applicators and operators performing this contract.
- Be willing and able to respond to resident concerns and queries.
- Implement bacteria or nutrient binding/reduction treatment program to reduce excess nutrients from water with goal of chemical application reduction over time.
- All products used are EPA registered and labeled for aquatic use. Product label will determine application rates and will be applied by licensed applicators.
- All aquatic plant and algae species are to be controlled in designated areas per specifications.
- Algae control will be with the use of chelated copper treatments – no copper sulfate.
- Lake and Pond Management Program contractor will provide one dedicated representative to oversee, manage and communicate with the Village of Libertyville all aspects of the program.
- Inspections to be scheduled every 14 days in accordance with label restrictions (weather permitting).
- Water quality to be monitored at each pond/lake before treatments are applied. Minimum monitoring and collection tests are water temperature, pH, alkalinity and dissolved oxygen. Findings to be supplied to Village representative along with treatment and rate information.
- EcoCAT guidelines will be followed in areas with endangered and/or threatened species as identified; drift into sensitive areas will be avoided and treatments on windy days may be rescheduled to avoid adverse effects.
- Program does not include removal of plant material, treatment of fluridone-resistant hydrilla, cattails, duckweed, watermeal, or control of rip rap.

Additional treatment options for aquatic weed and/or algae control applications of two (2) golf course ponds, as needed, will be requested in writing (email) and scheduled within 72 hours of request, weather permitting.
Additional treatment options for aquatic weed and/or algae control applications of other ponds in the Village, as needed, will be requested in writing (email) and scheduled within 72 hours of request, weather permitting.

Bottom Diffuser Maintenance

Timber Creek subdivisions three (3) ponds will require annual spring compressor maintenance. Including adjust air manifold and valves to insure optimal performance, inspect and lubricate cooling fan, cabinet hinges and barrel lock. Test and reset GFI circuitry, replace filters and carbon vanes as needed to maintain required air volume and pressure output.

Fountain Winterization Services

Remove, store and install one (1) fountain at Concord/Interlaken pond. Removal is before November 23 or before freezing air temperatures occur. Installation is before May 15. Fountain to be winterized, cleaned and stored in climate controlled environment over the winter at contractor's facility. All repairs must be approved by the Village of Libertyville.

Butler Lake – Lake Management Program

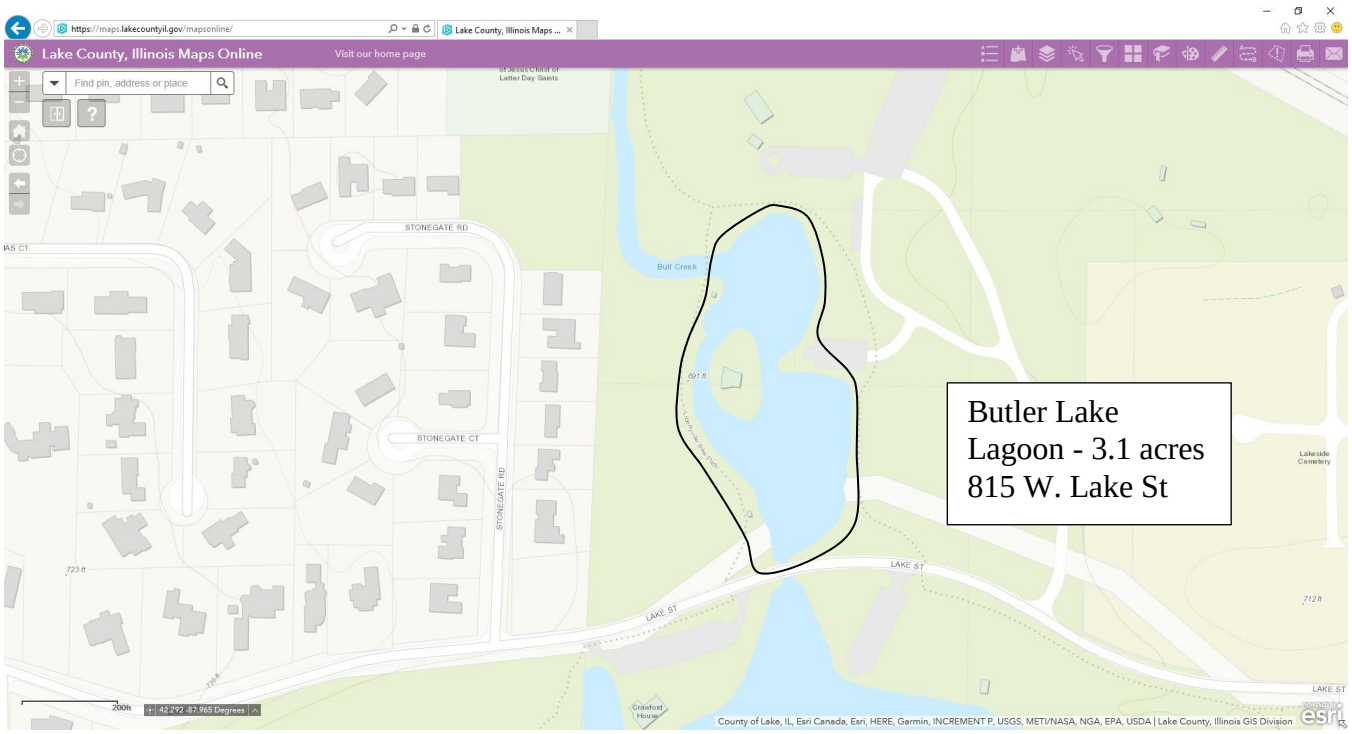
The goal of the Lake Management Program is to apply 0ne (1) early season systemic herbicide application to all 56 acres of Butler Lake to control Eurasian Water Milfoil.

- Perform a survey of the entire lake to determine weed species, densities and location.
- Apply Fluridone systemic herbicide applications through a subsurface treatment deployment system.
- A FasTEST is to be collected at 3, 7 and 30 days after initial herbicide application to monitor herbicide concentration levels.
- Program to include one (1) bump application, up to 3ppb, to increase Fluridone concentration levels if needed.
- Program does not include removal of plant material, treatment of floating plants, water lilies, native submerged aquatic plants, fluridone-resistant hydrilla, cattails, chara, duckweed, watermeal or control of rip rap.
- All lake mapping and application data to be provided to Village of Libertyville.

CHANGE OF PLANS

If the Owner 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 Owner and the Contractor

MAPS


Lake County, Illinois Maps Online
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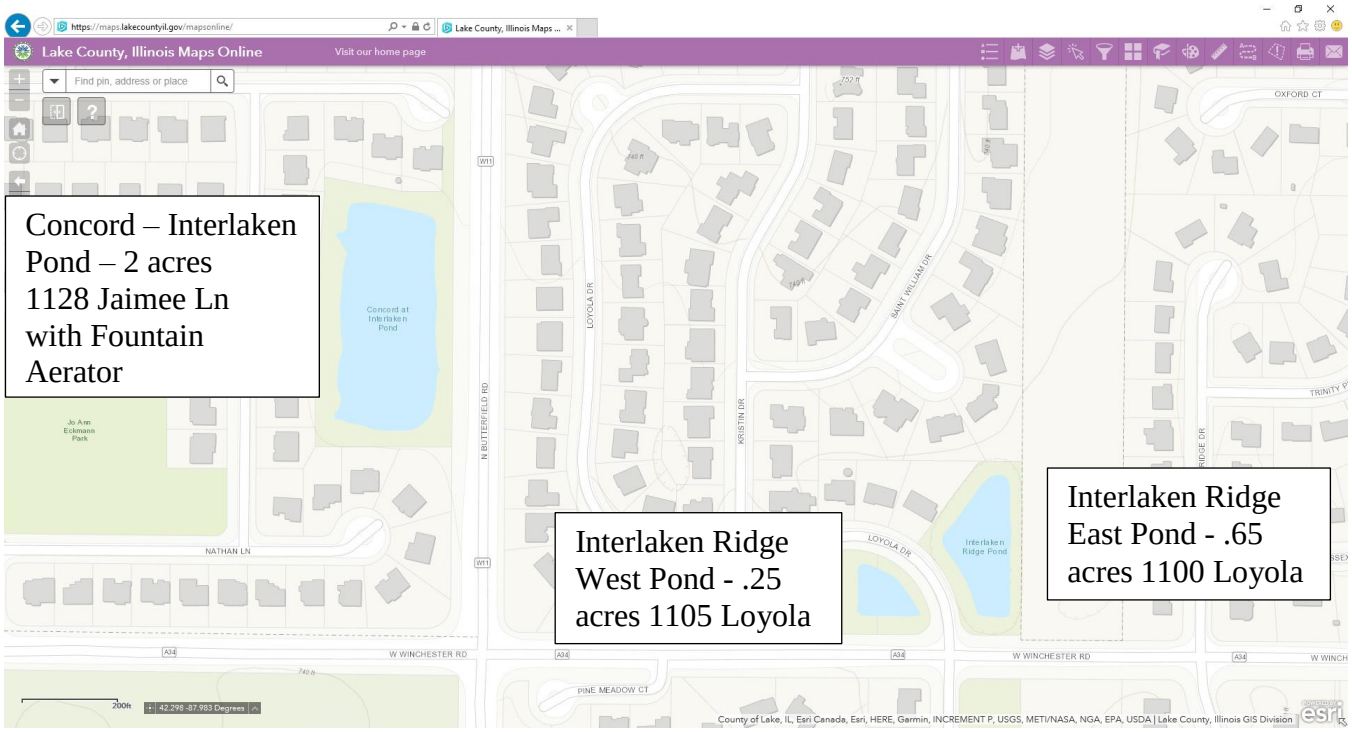
Find pin, address or place
STONEGATE RD
STONEGATE CT
Bull Creek
LAKE ST
Butler Lake
Lagoon - 3.1 acres
815 W. Lake St
Lakeside Cemetery
Crawford House
County of Lake, IL, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA | Lake County, Illinois GIS Division


Lake County, Illinois Maps Online
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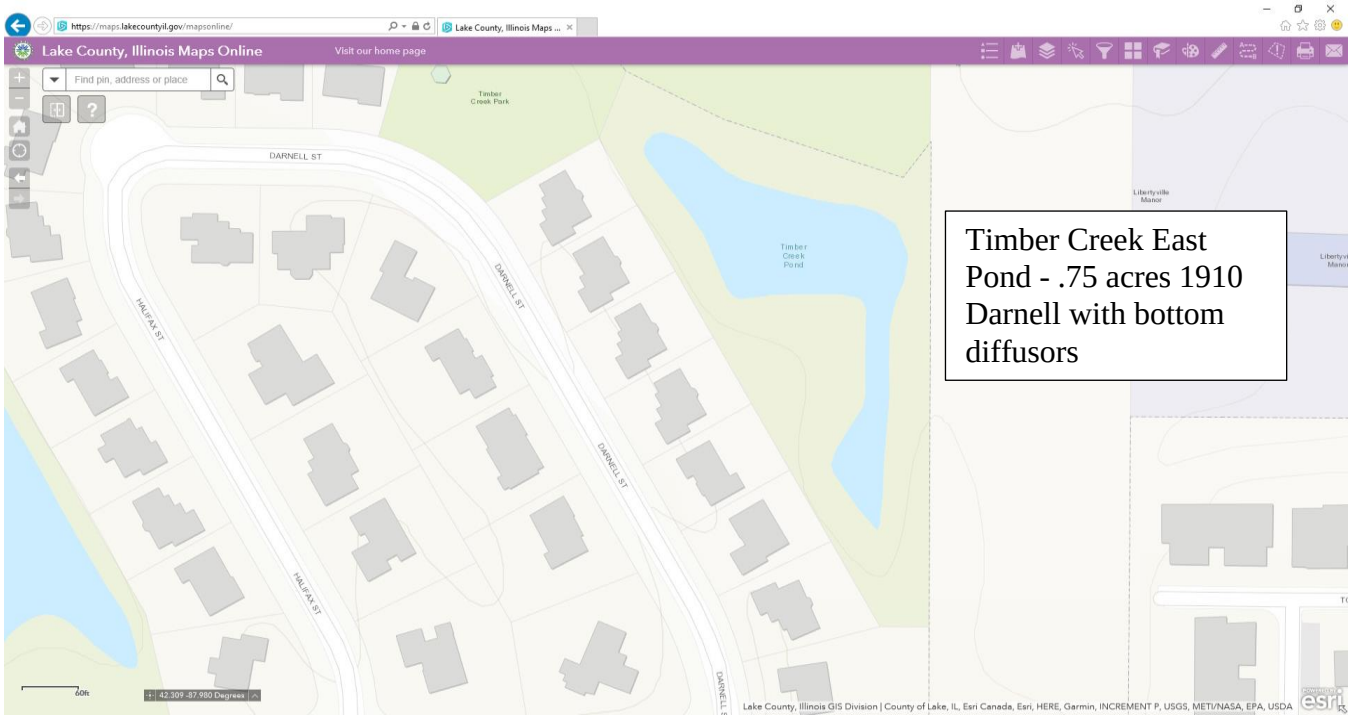
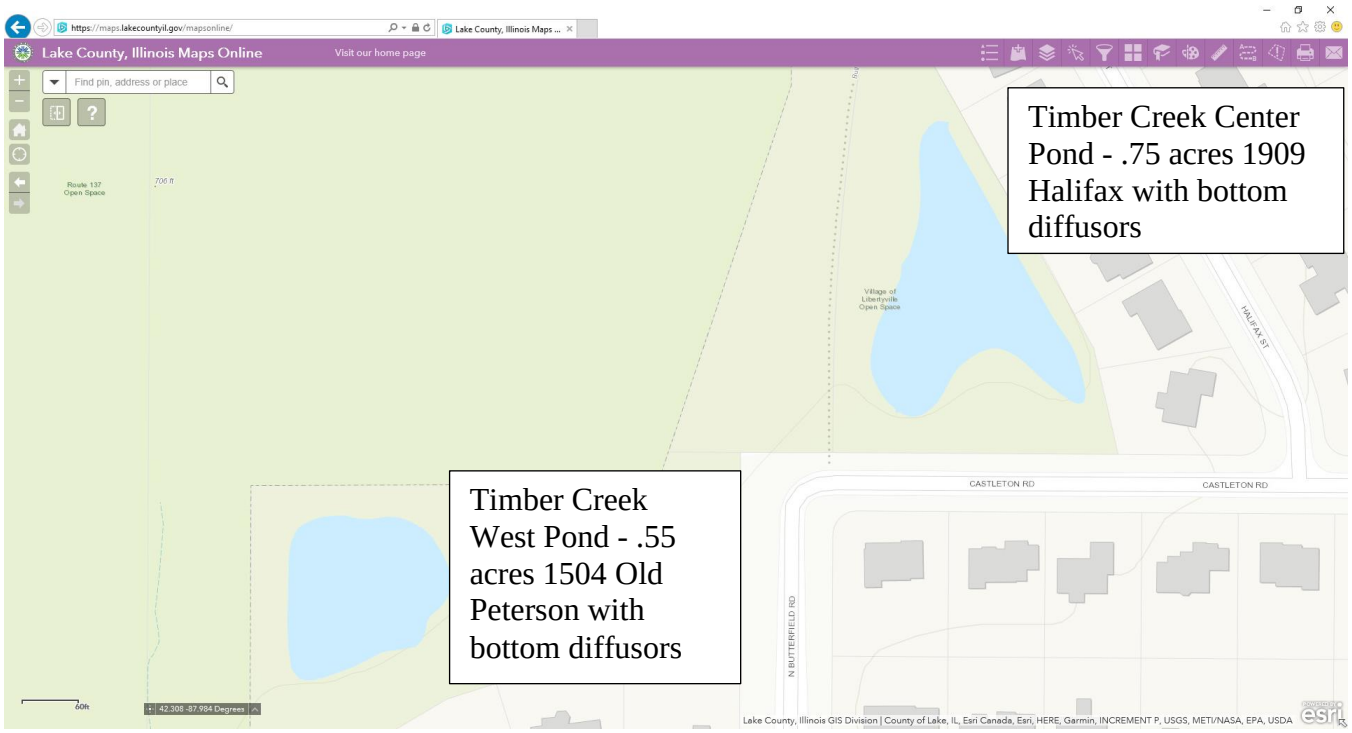
Concord – Interlaken
Pond – 2 acres
1128 Jaimee Ln
with Fountain
Aerator
Concord at Interlaken Pond
Jo Ann Eckmann Park
N BUTTERFIELD RD
LOYOLA DR
KRISTIN DR
SAINT WILLIAM DR
OXFORD CT
NATHAN LN
W WINCHESTER RD
PINE MEADOW CT
Interlaken Ridge Pond
Interlaken Ridge
West Pond - .25
acres 1105 Loyola
Interlaken Ridge
East Pond - .65
acres 1100 Loyola
County of Lake, IL, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA | Lake County, Illinois GIS Division

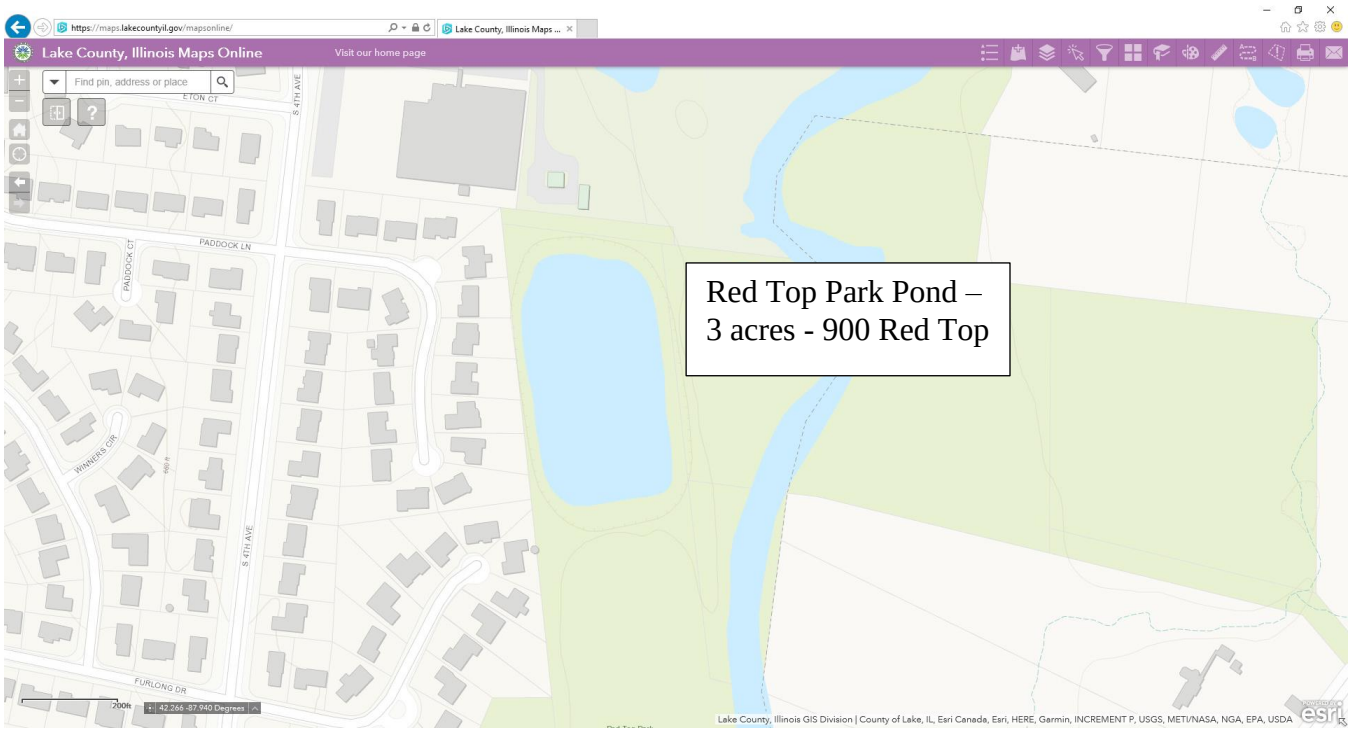


Timber Creek East Pond - .75 acres 1910 Darnell with bottom diffusors



Timber Creek Center Pond - .75 acres 1909 Halifax with bottom diffusors

Timber Creek West Pond - .55 acres 1504 Old Peterson with bottom diffusors


Lake County, Illinois Maps Online
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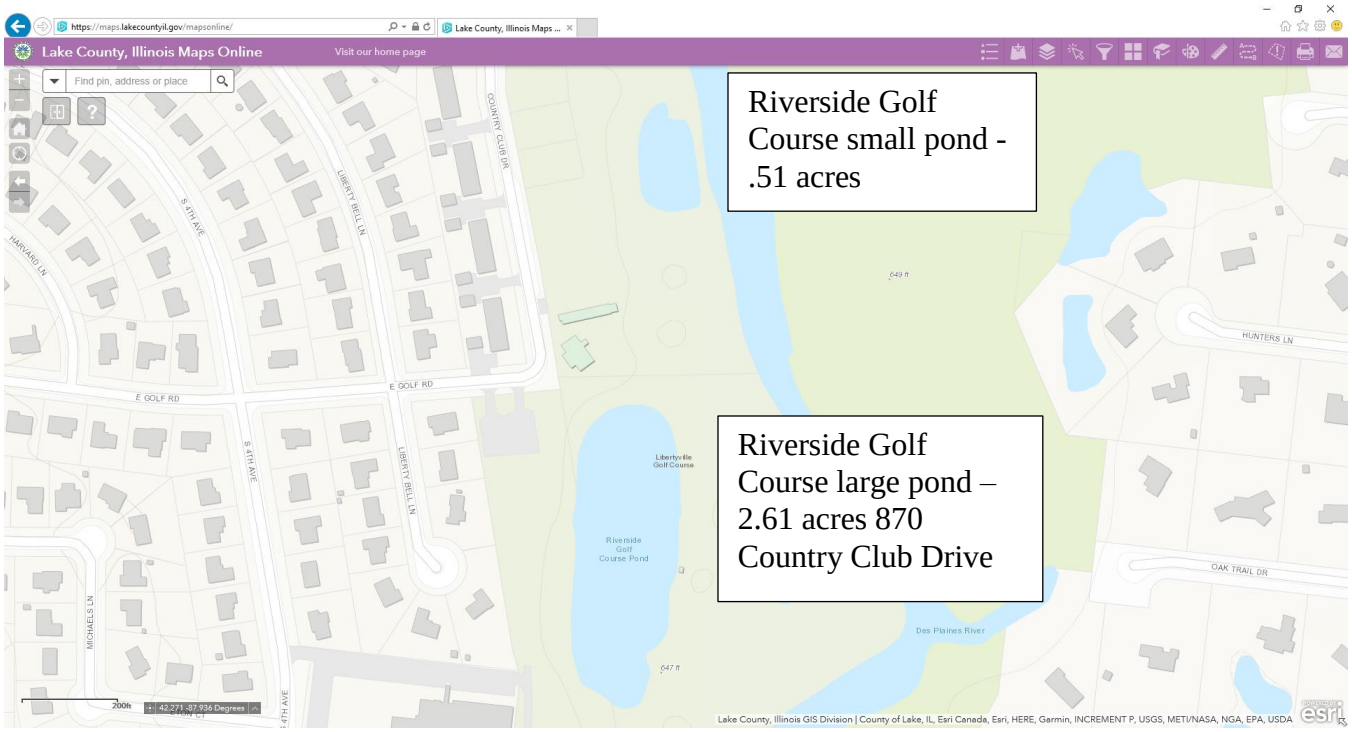
ETON CT
S 4TH AVE
PADDOCK LN
PADDOCK CT
WINNERS CIR
FURLONG DR
Red Top Park Pond – 3 acres - 900 Red Top
Lake County, Illinois GIS Division | County of Lake, IL, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA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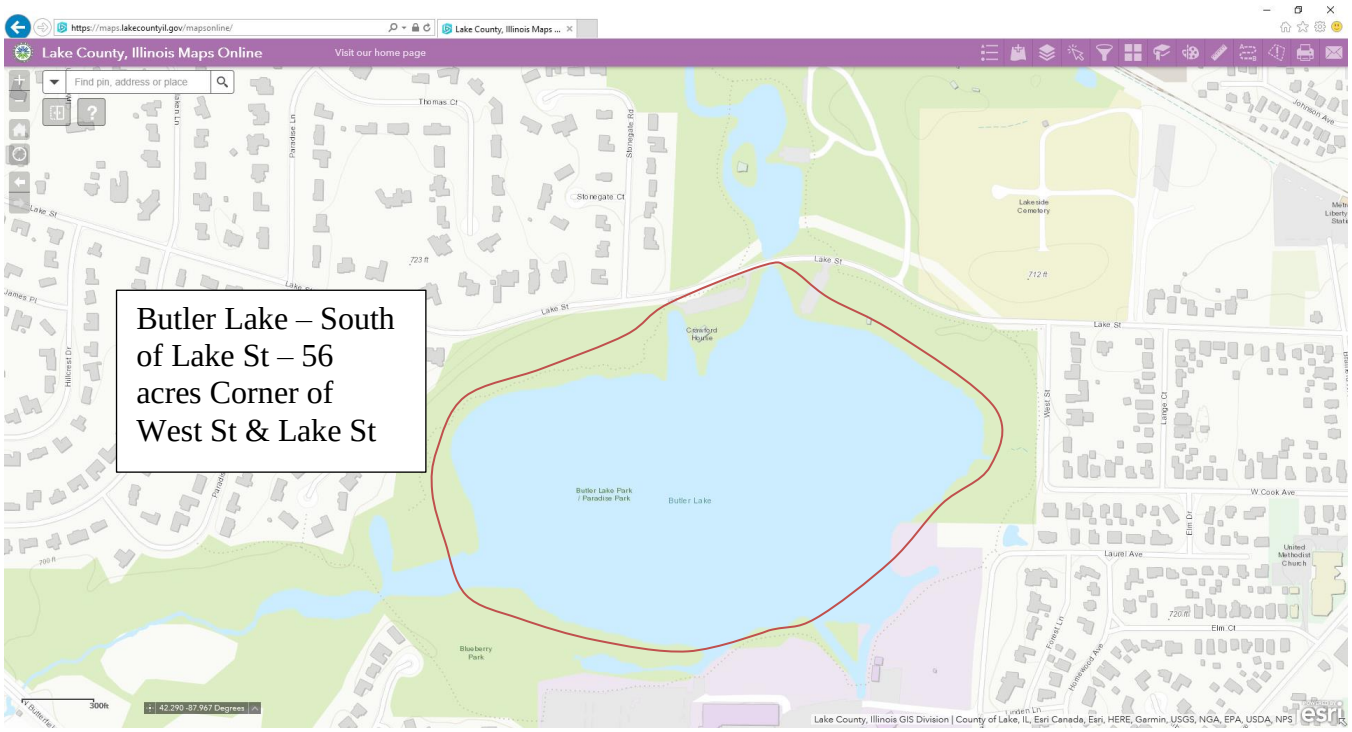
COUNTRY CLUB DR
LIBERTY BELL LN
S 4TH AVE
HARVARD LN
E GOLF RD
HUNTERS LN
OAK TRAIL DR
MICHAELS LN
Riverside Golf Course small pond - .51 acres
Riverside Golf Course large pond – 2.61 acres 870 Country Club Drive
Des Plaines River
Lake County, Illinois GIS Division | County of Lake, IL, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA


Lake County, Illinois Maps Online
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Butler Lake – South of Lake St – 56 acres Corner of West St & Lake St
Lake St
Butler Lake
Butler Lake Park / Paradise Park
Lakeside Cemetery
Lake County, Illinois GIS Division | County of Lake, IL, Esri Canada, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS