

## **VILLAGE OF LINCOLNSHIRE**

### **NOTICE TO BIDDERS**

#### **MAINTENANCE AND HERBACEOUS INVASIVE WEED CONTROL OF VILLAGE OF LINCOLNSHIRE NATURAL AREAS**

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. on December 1, 2015, at the Village Hall, located at One Olde Half Day Road, Lincolnshire, IL 60069, at which time and place the proposals will be publicly opened.

The proposed project is to provide natural areas maintenance and herbaceous invasive weed control in the 110 acre Illinois Nature Preserves located in Lincolnshire Illinois. The Nature Preserves consist of Florsheim, North Park and Old Mill Additions to Florsheim Nature Preserve. All locations are within the Village of Lincolnshire.

Proposal specifications will be made available free of charge beginning November 16, 2015, at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois or on the Village website at [www.lincolnshireil.gov](http://www.lincolnshireil.gov)

All Contracts for the construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570). This project is considered to be a maintenance project.

The Village of Lincolnshire reserves the right to defer the acceptance of a bid, to accept or reject any and all bids, to waive technicalities and to accept the bid which best meets the needs and requirements of the Village as outlined in the Request for Bidders.

VILLAGE OF LINCOLNSHIRE

Bradford H. Woodbury  
Public Works Director

**Village of Lincolnshire**  
**Natural Areas Maintenance and Herbaceous Invasive Weed Control**

TO: Mayor and Board of Trustees  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

FROM: \_\_\_\_\_  
Company

\_\_\_\_\_

Address

\_\_\_\_\_

City          State          Zip

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

Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required to conduct **Natural Areas Maintenance and Herbaceous Invasive Weed Control** in Illinois Nature Preserves for the Village of Lincolnshire, Illinois, in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one year period, but shall provide that it can be extended, on an annual basis, at the option of the Village of Lincolnshire in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

The Contractor understands that a contract to purchase products and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

The undersigned has received and considered in this proposal the following:

Addendum # \_\_\_\_\_  
Addendum # \_\_\_\_\_  
Addendum # \_\_\_\_\_

If no addenda were received, mark not applicable.

The undersigned agrees to submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

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

Respectfully submitted,

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Title

**Schedule of Unit Prices – Year One, January 1, 2016 – December 31, 2016**

- 1. Removal and disposal of fallen and dead trees: Hourly rate \$\_\_\_\_\_
- 2. Herbicide as needed: Hourly rate \$\_\_\_\_\_
- 3. Controlled burn: Hourly rate \$ \_\_\_\_\_
- 4. Pull and/or spray garlic mustard with Roundup: Hourly Rate \$\_\_\_\_\_
- 5. Spraying / Herbiciding: Hourly Rate \$\_\_\_\_\_
- 6. Path Mowing: Hourly Rate \$\_\_\_\_\_
- 7. Path Chipping (Woodchips provided) : Hourly Rate \$\_\_\_\_\_
- 8. Path Chipping (woodchips not provided) : Hourly Rate \$\_\_\_\_\_
- 9. Installing Tree Gator Bags / Watering Trees: Hourly Rate \$\_\_\_\_\_
- 10. Boardwalk Maintenance (Repairs, board replacement): Hourly Rate \$\_\_\_\_\_

**Additional Hourly Rates**

Hourly Rate Per Crew Member \$\_\_\_\_\_

The Village of Lincolnshire reserves the right to determine the maximum amount to be spent on an annual basis.

**Schedule of Unit Prices – Year One, January 1, 2017 – December 31, 2017**

- 1. Removal and disposal of fallen and dead trees: Hourly rate \$\_\_\_\_\_
- 2. Herbicide as needed: Hourly rate \$\_\_\_\_\_
- 3. Controlled burn: Hourly rate \$ \_\_\_\_\_
- 4. Pull and/or spray garlic mustard with Roundup: Hourly Rate \$\_\_\_\_\_
- 5. Spraying / Herbiciding: Hourly Rate \$\_\_\_\_\_
- 6. Path Mowing: Hourly Rate \$\_\_\_\_\_
- 7. Path Chipping (Woodchips provided) : Hourly Rate \$\_\_\_\_\_
- 8. Path Chipping (woodchips not provided) : Hourly Rate \$\_\_\_\_\_
- 9. Installing Tree Gator Bags / Watering Trees: Hourly Rate \$\_\_\_\_\_
- 10. Boardwalk Maintenance (Repairs, board replacement): Hourly Rate \$\_\_\_\_\_

**Additional Hourly Rates**

Hourly Rate Per Crew Member \$\_\_\_\_\_

The Village of Lincolnshire reserves the right to determine the maximum amount to be spent on an annual basis.

**Schedule of Unit Prices – Year One, January 1, 2018 – December 31, 2018**

1. Removal and disposal of fallen and dead trees: Hourly rate \$\_\_\_\_\_
2. Herbicide as needed: Hourly rate \$\_\_\_\_\_
3. Controlled burn: Hourly rate \$ \_\_\_\_\_
4. Pull and/or spray garlic mustard with Roundup: Hourly Rate \$\_\_\_\_\_
5. Spraying / Herbiciding: Hourly Rate \$\_\_\_\_\_
6. Path Mowing: Hourly Rate \$\_\_\_\_\_
7. Path Chipping (Woodchips provided) : Hourly Rate \$\_\_\_\_\_
8. Path Chipping (woodchips not provided) : Hourly Rate \$\_\_\_\_\_
9. Installing Tree Gator Bags / Watering Trees: Hourly Rate \$\_\_\_\_\_
10. Boardwalk Maintenance (Repairs, board replacement): Hourly Rate \$\_\_\_\_\_

**Additional Hourly Rates**

Hourly Rate Per Crew Member \$\_\_\_\_\_

The Village of Lincolnshire reserves the right to determine the maximum amount to be spent on an annual basis.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, of \_\_\_\_\_, Illinois, as part of its bid on a contract for \_\_\_\_\_ for the Village of Lincolnshire, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

\_\_\_\_\_, having submitted a bid/proposal for **Natural Areas Maintenance Herbaceous Invasive Weed Control** to the Village of Lincolnshire, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A), 1994.

I, \_\_\_\_\_ duly authorized agent for \_\_\_\_\_, having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:
2.
  - a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

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

\_\_\_\_\_  
Name, printed  
Authorized Agent of Contractor

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

\_\_\_\_\_  
Notary Public  
\*\*\*SEAL\*\*\*

## GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

**1. Examination of Plans, Specifications and Site of Work:** The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

**2. Preparation of Proposal:** The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

**3. Bidder's Statement of Competency:** The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion, method and frequency for notification of client to conduct work and follow-up and contact name with telephone number of at least (5) similar projects completed within the last 24 months, and any other pertinent or material facts.

**4. Delivery of Proposal:** The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened.

**5. Opening of Proposals:** Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

**6. Rejection of Proposals:** The Village reserves the right to reject a bidder's proposal for any of the following causes:

6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing

the work contemplated.

6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.5 Proposal form is other than furnished by the Village.

6.6 Proposal is not accompanied by a proper bidder's statement of competency.

6.7 Lack of qualifications as revealed by the bidder's statement of competency.

6.8 Uncompleted work which in the judgement of the Village might hinder or prevent the prompt completion of additional work if awarded.

## **7. Award of Contract:**

7.1 Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the Village.

7.2 Upon awarding of this contract the successful bidder shall provide to the Village a performance bond equal to 110% of the contract amount. The performance bond shall be valid for not less than three years from the date of awarding of this contract.

**8. Insurance Requirements:** The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village. The insurance shall cover:

8.1 Injury or death of a single person in the amount of \$2,000,000.00

8.2 Injury to more than one person in a single accident in the amount of \$2,000,000.00.

8.3 Property damage in the amount of \$2,000,000.00 and shall meet all the other requirements in section 7-1-7 of the Village Code.

8.4 Worker's Compensation, as required by Illinois Revised Statutes.

**9. Failure to Execute Contract:** Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

## **10. Indemnification**

10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 10.

10.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

**11. Tax Exempt** The Village of Lincolnshire is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to claim this tax exempt status.

**12. Delays and Extensions of Time:** If the Contractor is delayed at any time in progress of the work by an act or neglect of the Village, or of an employee of either, or of a separate contractor employed by the Village, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Village, at its sole discretion, pending arbitration, or by other causes which the Village, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the Village may determine at its sole discretion.

## **13. Payment and Holdback**

13.1 Payment of invoices submitted before the 15 of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

13.2 Payments: Payments shall be as follows:

Waivers of Mechanics Lien: With each application for payment, submit waiver of lein for work shown on previous applications. When an application shows completion of an item, submit final or full waivers. The Village reserves the right to designate which entities involved in the work must submit waivers.

13.3 Holdback: An amount equal to 15% of the total monthly invoice will be held by the Village until the final acceptance. Any charges or penalties owed to the Village will be subtracted from this amount at the time of final payment.

#### **14. Subcontractor**

If contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The proposal shall include such documentation for each Sub-Contractor. Prior to any work being performed by the Sub-Contractor, the Contractor shall submit all the necessary information to the Village regarding Sub-Contractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project, contact person; and the Village, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

#### **15. Clean Up**

15.1 The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his work. Tools, equipment and surplus materials shall be removed upon completion of the work. If the Contractor fails to clean up as provided in the Contract Documents, the Village may do so and the cost thereof shall be charged to the Contractor or subtracted from any holdback amount.

#### **16. Final Acceptance**

16.1 Preliminary procedures – Before requesting final payment, complete the following:

- List any exceptions in the request for final payment.
- Submit an updated final statement, accounting for final additional changes to the Contract.
- Submit the notice of final acceptance from the Village along with all other documentation.

16.2 Inspection/Reinspection Procedure: The Village will inspect or reinspect the work upon receipt of notice that the work, including inspection list items from any earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Village.

Upon completion of inspection or reinspection, the Village will prepare a notice of final acceptance, or advise the Contractor of work that is incomplete or obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

## NATURAL AREAS MAINTENANCE SPECIFICATIONS

### Project Description

The Village of Lincolnshire seeks to hire a single contractor on an hourly basis, plus cost of any herbicides, adjuvants, surfactants or related chemicals, to complete natural areas maintenance and management of herbaceous invasive plants in the North Park/Florsheim/Old Mill Nature Preserves located in the Village of Lincolnshire. This site is a state protected Illinois Nature Preserve and as such extreme care and caution is to be taken when working in this site.

The Contractor shall determine the number of hours needed to complete the eradication of the listed invasive species (listed below) in preparation of his proposal. It is the responsibility of the Contractor to visit the site and determine the material and conditions related to this contract. There shall be a 95% success rate for eradication of the listed species within one year from the start date.

The Contractor shall dedicate the necessary staff, pre-approved by the Village, to complete this herbaceous invasive plant management project. Depending on the season and species to be controlled the Village understands the scope of the work to be conducted may require a variation in the size of the crew working on the project and this determination will be up to the Contractor. The Village will work with the Contractor to develop a schedule and crew size requirement that both meet the needs of the project and those of the Contractor (i.e., the schedule can be flexible and the size of the crew can be adjusted; however, the Contractor must be able to provide the crew necessary to complete the project.) A crew of 2 is the minimum crew size the Village shall work with.

The Contractor shall provide all necessary vehicles and equipment needed to complete the projects. **Hourly rates shall include the time it takes to mix chemicals before traveling to the project site. The Contractor shall only bill for hours spent on the site implementing invasive plant control projects. No travel time shall be billed.** For each herbaceous invasive species, the Village will require the Contractor submit a list of dates for application of chemicals, chemicals to be used, concentrations, weather conditions under which those chemicals will be used, and state licenses for all crew members working on the project.

No work shall be conducted on rain-days or days when rain is likely to occur (See Treatment Protocol below.)

### Project Goal

The goal is 95% kill of all target species at the site.

### Treatment Methods

Treatment methods used by the Contractor shall vary depending on the target species, quality of the community, and specificity required (See Project Description and Herbicide Application Table). In general, the following methods shall be used:

#### A. Chemical Control

The majority of the work included in this project shall consist of chemical application to control selected target species. All herbicides shall be applied according to the manufacturers label specifications.

All herbicides shall be applied with a non-ionic surfactant, water conditioner (if specified on the label), and a pH Balancer

#### 1. Wick Application

2. The use of highly selective absorbent material that provides complete coverage of herbicide mix on leaves, stems and or cut stumps (Hand wicking with an absorbent glove, wick bars for swiping larger areas). Wick applications generally require a higher percent concentration of chemical application compared to other application methods. A wick application shall be used on target species such as Cattails, Common Reed, Canada Thistle, Oriental Bittersweet, Leafy spurge, Crown vetch, Yellow Iris, Japanese Knotweed, Hedge Parsley, Garlic Mustard, Yellow and White Sweet Clover, Purple Loosestrife and Teasel. The Contractor shall use the wick application method in areas of high quality vegetation, in areas where native plants have gone dormant or not erupted or in areas where target species are intermixed with desirable native plants. If there is a question regarding a specific location or species, the Contractor shall contact the Village for clarification.

3. Backpack Spray Application – The use of a portable backpack and spray wand/nozzle that can be used to selectively spot spray or broadcast spray target species. Spray applications generally use a lower percent concentration of chemical application compared to a wick application. The Contractor may use a backpack spray application on Reed Canary Grass, dense stands of Cattails or Common Reed. In addition, the Contractor may use a backpack spray application on rosettes of herbaceous invasive plants – if other native plants are dormant or have not erupted and with the prior approval of the Village.

### B. Cultural Control

1. Hand Pulling – Hand pulling shall be used by the Contractor to remove target species as determined by the Village. Any hand pulling shall be bagged and removed from the site.

2. Seed Head Removal – Cut and removal of all mature seed heads is required. Any seed heads removed shall be bagged and removed from the site. A follow-up application of herbicide shall be required to kill the target species.

### C. Target Species

<u>Common Name</u>	<u>Scientific Name</u>
Reed Canary Grass	Phalaris arundinacea
Cattails	Typha x glauca and T. angustifolia
Common Reed	Phragmites australis
Teasel	Dipsacus spp.
Oriental Bittersweet	Celastrus orbiculatus
Leafy Spurge	Euphorbia esula
Crown vetch	Coronilla varia
Purple Loosestrife	Lythrum salicaria
Garlic Mustard	Allaria petiolata
Yellow Iris	Iris pseudoacorus
Canada Thistle	Circium arvense
Japanese Knotweed	Polygonum cuspidatum
White Sweet Clover	Melilotus alba
Yellow Sweet Clover	Melilotus officinalis
Japanese Hedge Parsley	Torilis japonica

## **D. Herbicides**

All chemical, adjuvants, and dyes shall be provided by the Contractor. The Contractor shall be responsible for mixing and preparing the herbicide mixes according to label instructions and prior to traveling to the project site.

- Transline
- AquaMaster/Aquaneat
- Round-up
- Journey
- Vantage
- Garlon 3A
- Garlon 4
- Habitat

An aquatic-approved Glyphosate herbicide, i.e., Aquamaster or Habitat shall be used to treat all populations growing in or near standing water.

The Village shall approve herbicide type, timing of application and application method for each target species at the site. The Village shall require that the Contractor use a dye in the herbicide mix to help the Contractor and Village assess where herbicide has been applied.

## **E. Treatment Protocol**

The Contractor shall be responsible for positively identifying all target species before they are cut or herbicided. Failure to do so may incur unnecessary damage done to the Village and shall be repaired or replanted at the Contractor's expense. Any replacement materials are subject to the Village's approval.

### Weather Conditions

The Contractor shall adhere to the following protocol when determining whether conditions are appropriate for chemical application.

1. Wind speeds within the label specifications at the project site.
2. Daytime temperature is below label recommendations (critical for herbicides that volatilize)
3. If the change of precipitation is 40% or greater, the contractor shall call the Village 24 hours in advance of the predicted weather to discuss work for the day in question.
4. The Contractor shall not apply herbicide if the likelihood of precipitation is greater than 40% within the next 12 hours, unless otherwise directed by the Village.
5. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the Village.

The Contractor shall not be reimbursed by the Village on rain days. (i.e., on days when the crew is not completing invasive plant control work for the Village).

Application shall be done by State of Illinois Licensed Pesticide Operator or Applicator only. Current licenses of all operators and applicators shall be provided to the Village with photo ID prior to commencement of work. Herbicide shall not be mixed on the project site.

## **F. Performance**

The Village's goal is to achieve 95% kill of all target species at all locations throughout the site. To achieve this goal, the Contractor shall complete 8 hours of invasive plant control work per field crew per day at the site. The 8 hours of invasive plant control work shall not include breaks, lunch or project management provided by the Contractor. Travel time to the site shall not be included in the billed work hours. Work shall be completed in a diligent, efficient, and timely manner. The Village will conduct unannounced site inspections to assess the efficiency of the field crew.

## **G. Project Schedule**

The Contractor shall schedule his crew according to best management practices and appropriate timing to reduce impact to non-target species. Prior to the contract start date; the Contractor shall meet with the Village to determine an appropriate schedule and crew size per species. In addition, the Contractor shall notify the Village each morning prior to the start of work on the site.

The Contractor shall be prepared to identify the species to be treated, number of crew working on the project, number of acres to be covered, herbicide to be used, control method to be used and any other pertinent information. Finally, the Contractor shall notify the Village at the conclusion of eradication, per species, to allow the Village to inspect the work prior to any payment.

## **H. Materials Storage and Handling**

No equipment and materials are allowed to be stored on the work site or any portion of the Village. Herbicide shall not be mixed at the project site.

## **I. Access**

The Village shall designate all access points prior to the Contractor performing any work. Access points shall be selected to minimize potential damage to desirable vegetation. A map, showing access shall be provided to the successful bidder by the Village upon award of the bid. No vehicles are allowed off of the pathways.

All areas damaged (pitted, rutting, erosion) during the work shall be repaired and reseeded by the Contractor. The Village reserves the right to approve method and seeding. This work shall be done at no additional cost to the Village.

## **J. Notification**

The Village shall be notified at least 24 hours before the start of any work and shall be notified daily prior to the start of any work. In the event of the following occurrences: pesticide spillage, fuel spillage, any personal injury/death related to the project, or damage to the Village facilities, the Contractor shall notify the Village immediately. In the event of such occurrences, the Village shall file the appropriate incident reports with the assistance of the Contractor within the required filing period.

## **K. Personnel and Public Safety**

Signs on public roadways shall conform to all applicable Village and IDOT signage specifications. Appropriate caution shall be taken when work is performed near trails, utilities and roads.

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

Labels and MSDS – Herbicide applicators shall have on the work site the appropriate herbicide labels and Material Safety Data Sheets (MSDS) for the chemical being applied. All herbicide applications shall follow appropriate label instructions.

Safety Equipment – The Contractor shall ensure that the following safety equipment is available at the project site at times for personnel involved in this project:

- First Aid Kit
- Portable emergency eye wash station
- Chemical Spill Kit

Procedures for Herbicide Spill Containment – An emergency spill kit, with directions for use, shall be present when herbicides are being mixed, transported, and applied. Employees will be trained in the use of the spill kit prior to initiation of operations.

The spill kit shall contain the following equipment:

- Shovel
- Broom
- Ten pounds of absorbent material
- Box of large plastic bags
- Nitrile Gloves
- Signage and Public Notification of Herbicide Treatment

The Contractor shall post herbicide application signs immediately after herbicide application in treated areas, and any areas designated by the Village. Signs shall remain posted for duration of not less than twenty-four (24) hours and not more than forty-eight (48) hours after the time of herbicide application. The Contractor is responsible for supplying, movement and placement of signage in the appropriate location(s) as the project proceeds.

#### **L. Field Inspection and Monitoring**

The Village shall conduct periodic inspections of the treated populations in order to verify that the target species is being effectively removed, herbicide solutions are properly applied, and native species and sensitive areas are protected. The Village shall inspect all herbicide treatments within two-four (2-4) weeks after the completion of initial and follow-up herbicide application by the Contractor.

#### **M. Record Keeping and Communication of Project Status**

The Contractor shall fill out the Village's Herbicide Application form for each day herbicide application is made within a project area to document herbicide used, time and conditions. Records of herbicide application shall be provided to the Village on a weekly basis.

#### **N. Quality**

Provide, perform and complete all of the foregoing in proper workman like manner consistent with the highest standards of professional and construction practices in full compliance with and as required by or pursuant to this Contract/Proposal.

**O. Village Authority**

All work shall be inspected by the Village and shall be performed to the satisfaction of the Village. The Village shall designate where selective application of herbicide is to be done by wick or backpack sprayers based on site conditions and floristic and wildlife variables.

**P. Evaluation of Herbiciding Results**

The Village shall perform the evaluation of the success and fulfillment of the herbiciding and/or removal results and contract specifications after each population is treated (includes initial treatment and any scheduled follow-up). Field inspections shall occur 2-4 weeks following an herbicide treatment application, depending on herbicide applied. Percent kill shall be determined by visual estimate by the Village.

**Q. Time of Payment**

Payments shall be made monthly and must be received prior to the 15<sup>th</sup> of the month. A 15% retainage shall be withheld from each payment application until the successful completion of the entire project as determined by the Village.

**R. Schedule of Annual Maintenance Activities**

Below is a schedule of annual activities that said contractor should utilize when planning yearly maintenance:

**October 15<sup>th</sup>-November-15<sup>th</sup>**

- Herbicide paths at North Park AM*
- Herbicide Garlic Mustard at Rivershire*
- Herbicide cattails North Park detention pond and drainage swale by north bridge*
- Herbicide thistle along path at North Park*
- Herbicide garlic mustard at Florsheim*
- Herbicide buckthorn at Farrington Ln and Stafford Ct. path*
- Herbicide buckthorn east at North Park south bridge*
- Herbicide buckthorn resprout west at North Park south bridge*
- Herbicide garlic mustard at Rivershire*

**Nov 16<sup>th</sup>-Dec 31<sup>st</sup>**

- Burn at North Park*
- Burn at Florsheim*
- Burn at Rivershire*
- Burn at Spring Lake Park*
- Burn at Village Hall*

**January 1<sup>st</sup>-January 30<sup>th</sup>**

- Rechip path at Florsheim*
- Rechip path at Florsheim*
- Weed whip and rake buffer along boardwalks at North Park and Florsheim*
- Cut and remove ragweed in North Park parking lot*

## INVASIVE WEED CONTROL MANAGEMENT PROCEDURES

### January-February

1. Buckthorn and Other Invasive Trees
  - A. Cut stumps and treat with herbicide. (Use Garlon 4)  
Cut material should be stacked in areas of low quality.
  - B. Basal bark treatments with herbicide. (Use Garlon 4)
  - C. Girdle or remove large trees.
  - D. Burn young sprouts.
2. Garlic Mustard
  - A. Monitor if possible.
3. Teasel
  - A. Monitor if possible.
4. Perennial Thistle (Sow, Canada, Field)
  - A. Monitor if possible.
5. Biennial Thistle (Musk, Bull)
  - A. Monitor if possible.
6. Reed Canary Grass and other Invasive Grasses (Common Reed)
  - A. Monitor if possible.
7. Purple Loosestrife
  - A. Nothing at this time.
8. White and Yellow Sweet Clover
  - A. Nothing at this time.

### March-April

1. Buckthorn and Other Invasive Trees
  - A. Cut stumps and treatment with herbicide. Consider weather for proper herbicide. For example, if it is warmer than 32F use Roundup or Garlon 3A. Because of leaching possibilities and increasing temperatures, Garlon 4 should not be used. Cut materials should be stacked in areas of low quality.
  - B. Basal bark treatments. Again, consider weather for proper herbicide. Example, Garlon 3A should be avoided if rain is forecast for the next 1 - 4 days.
  - C. Girdle or remove large trees.
2. Garlic Mustard
  - A. Repeated high intensity early spring burns.
  - B. Hand pull making sure to remove entire root. Pulled material should be bagged and removed from the site. Plants that cannot be pulled should be herbicided. (Use 2% Roundup)
3. Teasel
  - A. Monitor and when green rosettes appear apply appropriate herbicide. (Use 2% Roundup, Garlon 3A or Transline)
  - B. Late Spring burns may be helpful.
4. Perennial Thistle (Sow, Canada, Field)
  - A. Avoid early spring burns.
  - B. Monitor and herbicide or pull last year's plants. Care should be taken to pull entire root.

5. Biennial Thistle (Musk, Bull)  
A. Seedlings emerge from early spring to late fall. Herbicide or pull plants. Care should be taken to remove entire root.
6. Reed Canary Grass and other Invasive Grasses (Common Reed)  
A. Germinates in early spring. Monitor and herbicide emerging green plants. This is a key time for control.
7. Purple Loosestrife  
A. Monitor
8. White and Yellow Sweet Clover  
A. Monitor.  
B. If present, pull or herbicide before second year plants develop flower buds (usually begins in May).

#### May-June

1. Buckthorn and Other Invasive Trees  
A. Cut stump treatments with proper herbicide. However, if still leafing out, this is not the best time of year for the control due to increased sap flow.
2. Garlic Mustard  
A. Hand pull or herbicide control first year plants. Care should be taken to remove entire root. Pulled materials should be bagged and removed from the site.  
B. Monitor for flowers. Cut the full flowering stem at ground level and dispose of properly. Remove cut or pulled plants from the site. This should result in 99% control.
3. Teasel  
A. Monitor for bolting and hence flowering. Herbicide rosettes but do not cut non-flowering stems.  
B. Cut flower stalks and bag when flowering has initiated. Remove cut materials from site. These plants should not re-flower. Instead they will die at the end of the year.
4. Perennial Thistle (Sow, Canada, Field)  
A. Late spring burn is very useful after plant emerges from seed in May.  
B. Herbicide last year's plants and newly emerging plants or pull making sure to remove all roots. Pulled materials should be removed from the site. This is a critical period.
5. Biennial Thistle (Musk, Bull)  
Stem elongation begins in early May. Control at this point is critical. Within 7 - 10 days of flowering, seeds mature and could disperse.  
A. Cut plants low before flowering (two times necessary per season).  
If flowering, cut and bag. Herbicide remaining plant or pull. Care should be taken to remove entire root. All cut materials should be removed from the site.
6. Reed Canary Grass and other Invasive Grasses (Common Reed)  
A. Late spring burn  
B. Herbicide should be applied (Use 2% Round Up or Poast)
7. Purple Loosestrife  
Keep a vigilant eye out especially in late-May.  
A. Pull or herbicide any plants. Make sure to remove entire root. Care should be taken when herbiciding next to water. Specific licensing and products are required in aquatic applications.
8. White and Yellow Sweet Clover  
Flowers from May - September. Halting the flowering of this plant is key to controlling it.  
A. Herbicide or hand pull non-flowering plants.  
Pulled plants should be bagged and removed from the site.

C. Cut stems close to the ground after the leaves on the lower stems have died (before flowering) and up to early stages of flowering before seeds form. The plants should not resprout when the stems are cut low to the ground during this time. Herbicide the cut stem. (Use 2% Round Up)

D. If seeds have formed (mid-to late-flower) cut and bag flower stalks. Remove cut materials from site. Herbicide cut stem or pull entire root system. (Use 2% Round Up)

#### July-August

1. Buckthorn and Other Invasive Trees

A. Cut stump and treat with herbicide. Consider weather for proper herbicide. For example, if it is warmer than 32 °F use Roundup or Garlon 3A. Because of possible high temperatures, Garlon 4 should not be used because of volatility. Cut materials should be stacked in areas of low quality.

B. Basal bark treatment. Again, consider weather for proper herbicide. Example, Garlon 3A, should be avoided if rain is forecast for the next 1 - 4 days.

C. Girdle or remove large trees.

2. Garlic Mustard

A. Monitor for any late flowering.

B. If still in flower, cut at ground level, bag and remove plant material from site.

3. Teasel

A. Flowering stems should be cut and bagged. Cut materials should be removed from the site.

B. Apply appropriate herbicide.

4. Perennial Thistle (Sow, Canada, Field)

A. Herbicide non-flowering plants.

B. Cut and bag seed heads. Remove plant material from site. Herbicide plant.

C. Pull plants and bag. Remove plant material from site. Pulling of plants should be done at least three times in a season.

5. Biennial Thistle (Musk, Bull)

A. If not flowering, cut low and herbicide or pull plants. Remove all plant material from the site.

B. If flowering, cut and bag seed heads. Seeds mature and could disperse within seven days of flowering. Herbicide may be applied to cut stalk.

6. Reed Canary Grass and other Invasive Grasses (Common Reed)

A. Continuous monitoring for seed ripening as necessary. See heads immediately scatter when ripe. Ripe seed heads should be cut, bagged and removed from the site.

B. Herbicide cut stem.

C. Follow up with above in two weeks.

7. Purple Loosestrife

A. Pull if entire root can be removed.

B. If plant cannot be removed entirely, cut flower head (bag and remove from site). Remaining portion of plant should be herbicided. NOTE: When plants are in mid- to late-flower, seed set can occur.

8. White and Yellow Sweet Clover

A. Cut and bag flower stalks. Remove plant material from site.

B. Herbicide cut stem or pull entire root system.

B. Pull or herbicide non-flowering plants.

#### September-October

1. Buckthorn and Other Invasive Trees

A. Cut stump and treat with herbicide. Consider weather for appropriate product.

B. Basal bark treatment. Again, consider weather for proper herbicide.

- C. Girdle or remove large trees
  - D. Conduct a prescribed burn in heavily infested areas at least once per year.
2. Garlic Mustard
    - A. Treat first year's rosettes (2% Roundup).
    - B. Burn heavily infested areas at least annually.
  3. Teasel
    - A. Cut flower stalks. Bag and remove any flower heads.
    - B. Herbicide accordingly.
  4. Perennial Thistle (Sow, Canada, Field)
    - A. Herbicide non-flowering plants when possible.
    - B. Cut and bag seed heads. Remove all plant material from site. Herbicide stalk.
  5. Biennial Thistle (Musk, Bull)
    - A. Monitor for any flowering heads. If found, cut and bag. Remove all plant material from site.
    - B. Herbicide stalk.
  6. Reed Canary Grass and other Invasive Grasses (Common Reed)
    - A. Monitor. Remove any flower heads. Bag and remove from site.
    - B. Herbicide stalks.
    - C. Herbicide any plants that do not have flower heads.
    - D. Burn area at least annually.
  7. Purple Loosestrife
    - A. Cut and bag any remaining flowers. Remove plant material from site.
    - B. Herbicide cut stem.
    - C. Herbicide any plants that are not blooming.
    - C. Follow up in two weeks.
  8. White and Yellow Sweet Clover
    - A. Cut and bag any remaining flowering stems. Remove plant material from site.
    - B. Herbicide cut stem.
    - C. Herbicide any remaining plants that are not blooming.

## November

1. Buckthorn and Other Invasive Trees
  - A. Cut stumps and treat with herbicide. Consider weather for proper herbicide application. If the weather is 32F or warmer use 50% Roundup or Garlon 3A. If it is cooler than 32F Garlon 4 can be used.
  - B. Basal bark treatment. Again, consider weather for appropriate herbicide.
  - C. Girdle or remove large trees
  - D. Burn areas infested with plant at least annually.
2. Garlic Mustard
  - A. Herbicide first year's rosettes (2% Roundup)
  - B. Burn infested areas at least annually.
3. Teasel
  - A. Monitor and herbicide rosettes while still green.
4. Perennial Thistle (Sow, Canada, Field)
  - A. Herbicide plants
5. Biennial Thistle (Musk, Bull)
  - A. Herbicide first year rosettes.

6. Reed Canary Grass and other Invasive Grasses (Common Reed)
  - A. Herbicide, especially when surrounding plants are dormant.
  - B. Burn area at least annually.
7. Purple Loosestrife
  - A. Herbicide any remaining plants.
8. White and Yellow Sweet Clover
  - A. Herbicide or pull any first year plants. This is a good time for control since the bright green foliage will be easily spotted amongst the browning native foliage.

#### December

1. Buckthorn and Other Invasive Trees
  - A. Cut stumps and treat with herbicide. Consider weather for proper herbicide. If the weather is 32F or warmer use 50% Round UP or Garlon 3A. If the weather is cooler Garlon 4 can be used.
  - B. Basal bark treatment with appropriate herbicide.
  - C. Girdle or remove large trees
  - D. Burn infested areas at least annually.
2. Garlic Mustard
  - A. Herbicide green rosettes if temperatures remain above freezing.
  - B. Burn infested areas at least annually.
3. Teasel
  - A. Herbicide green rosettes if temperatures remain above freezing.
4. Perennial Thistle (Sow, Canada, Field)
  - A. Herbicide any green plants if temperatures remain above freezing.
5. Biennial Thistle (Musk, Bull)
  - A. Herbicide any first year plants if temperatures remain above freezing.
6. Reed Canary Grass and other Invasive Grasses (Common Reed)
  - A. Herbicide any remaining green plants.
  - B. Burn infested areas annually.
7. Purple Loosestrife
  - A. Nothing at this time.
8. White and Yellow Sweet Clover
  - A. Nothing at this time.

*Care should be taken for the careful application of the herbicides, especially in high quality areas, i.e., Florsheim. See Appendices C, Vegetation Management Guideline, Exotic Buckthorns*

## CONTROLLED BURN MANAGEMENT PROCEDURES

### **Burn Plans**

The contractor shall have a written burn plan that is approved by the Village prior to implementing burn management. Burn plans shall be updated, as needed before each burn season as new conditions develop, such as new notifications, new development adjacent to the unit or within the unit, etc. Burn plans shall include the following information: emergency and notification contacts, unit maps, smoke sensitive areas, weather report, fuel type information, burn management goals and any additional site information as needed.

### **Permits**

The contractor shall secure all required permits, including an open burn permit from the Illinois Environmental Protection Agency and any local fire departments or municipalities permits where the District may implement a controlled burn before the fall burn season of each year. The contractor shall provide copies of these permits to the Village as requested.

### **Seasonal Public Notifications**

Written notifications shall be sent out to private and public landowners within ¼ mile of where a burn is planned 2-4 weeks before the start of each burn season, fall and spring. The contractor is responsible for arranging the printing and mailing of the notification in coordination with the Village. The notification shall be approved by the Village prior to mailing. The contractor shall work with the Village as necessary, to develop and revise publications, notifications and brochures to educate and notify the public about the Controlled Burn Management Program.

### **Pre-season Burn Preparation**

The contractor shall identify areas that require burn preparation prior to the burn season, including installation of mowed burn breaks. Once complete and prior to the burn season, the contractor shall provide the Village with the locations of where preparations have been made in a GIS format so the preparations can be added to burn plans.

The contractor is responsible for overseeing the organization, maintenance, and preparation of all burn equipment, including communication devices and safety gear, prior to the start of the season, ensuring that sufficient equipment is in safe and effective working order.

All Burn Crew Members shall have and wear the following safety equipment during a controlled burn: *Leather Boots, Gloves, Eye Protections, Burn Helmut and Fire Suit.*

### **Pre-Ignition**

A supervisor shall be present while any controlled burn is being conducted on Village property.

### **Pre-Burn Reconnaissance**

It is the responsibility of the contractor to assess the conditions of the burn unit to verify unit boundaries, survey combustible fuels, verify local weather conditions and to look for any unexpected conditions or hazards that might alter the ignition plan for the unit or require last minute preparation.

### **Pre-ignition Notifications**

The contractor is responsible for ensuring all local notifications are made prior to ignition on the morning of any controlled burn. Notification via phone call shall be made to the following entities: Local Fire Department(s), County Sheriff Dispatcher, Local Law Enforcement, Hospitals, Schools, public and private landowners and the Village.

### **Delegation of Roles and Responsibilities**

The contractor shall have sole authority over the operation of any controlled burn. The contractor shall first determine whether to complete or terminate a burn before notifying the Village. The contractor shall be responsible for carrying out the requirements of the respective assignments once assigned by the contractor or Village.

### **Weather Report**

The contractor shall check weather parameters the morning of the burn prior to ignition to ensure the correct conditions are present for a safe controlled burn treatment. This shall be accomplished by checking local, hourly forecasts, spot forecasts when deemed necessary, and local conditions with handheld devices that measure relative humidity, wind speed, etc. Additionally, weather shall be recorded during the burn and after ground fire is complete and recorded for the post burn report.

### **Burn Signage**

Appropriate signs notifying the public of controlled burn activities shall be determined by the contractor. Signage shall be placed in all locations along roadways, preserve entrances and trail heads where trail users and drivers may encounter or see some flames or smoldering material from the controlled burn.

### **Public Safety Position Presence**

It is at the discretion of the contractor that a member of Village staff be present during a burn to assist with traffic control and Burn Crew safety on roadways.

### **Pre-burn Meeting**

The contractor shall hold a pre-burn meeting with all burn crew members prior to starting a burn. The pre-burn meeting should cover the goals of the burn, unit boundaries, location of firebreaks, safety zones, escape routes, potential hazards, description of fuels, ignition plans, holding plans, fire line sequencing, contingency plan, and communication methods and protocol.

### **Methods of Communication**

The contractor shall have a mobile phone at all times in order to be in contact with local authorities. The contractor shall have a functioning communication device that allows them to communicate with other crew members. Proper radio communication procedures shall be used as needed.

### **Internal Incident Emergency Assistance**

If during a controlled burn, fire escapes the intended burn unit *and* requires significant reallocation of resources or a change to the burn plan it is at the discretion of the contractor to call the fire department. Any incident requiring an emergency response will be consistent with the Village's Emergency Response Plan Procedure.

## **Post-ignition**

### **Mop-up**

After completion of the controlled burn crews shall check the burn unit for any hazards. At the minimum, all material within 100 feet of any fire line shall be extinguished or moved away from the fire line to a safe distance. Any standing trees that are burning or smoldering shall be felled to the ground and the burning portion isolated. Some fuels, such as large logs or stumps, may be left burning or smoldering as long as they are lying on the ground in an area where other fuels have been completely consumed and are beyond 100 feet of a fire line.

### **Perimeter Check**

After mop-up is complete, the contractor shall check the burn unit perimeter for hazards, ground fire, burning stumps or logs in view of roadways, chimney fires, etc. Before leaving the burn unit the contractor shall verify that burn unit is secure and any remaining fire is safely contained within the perimeter of the unit.

### **Post-burn Notifications**

After completion of the prescribed burn, the contractor shall notify the local emergency agency responsible for response that the controlled burn has been completed.

### **Signage**

Burn signage may be left at a unit overnight but shall be removed from a preserve by 10 am the morning following the burn.

### **Post Burn Reporting**

At the end of each burn day, the contractor will fill out a post burn report for each area burned and submit it to the Village.

## Village of Lincolnshire Herbicide Application Record Form

A Record sheet shall be filled out for every herbicide application (daily). Fill in and return a copy to the Village after each application.

Date Applied: \_\_\_\_\_ Location \_\_\_\_\_  
Description: \_\_\_\_\_  
Approximately Area Treated: \_\_\_\_\_ Labor Hours to Complete \_\_\_\_\_  
Application \_\_\_\_\_  
Crew Members Applying \_\_\_\_\_  
Herbicide: \_\_\_\_\_  
Target \_\_\_\_\_  
Species: \_\_\_\_\_

### Herbicide Application

Herbicide name brand \_\_\_\_\_ Active \_\_\_\_\_  
Ingredient \_\_\_\_\_  
Chemical rate/amount \_\_\_\_\_ Surfactant name \_\_\_\_\_  
brand/amount \_\_\_\_\_  
Type of Carrier/Amount: water \_\_\_\_\_ oil \_\_\_\_\_ pH balancer name \_\_\_\_\_  
brand/amount \_\_\_\_\_  
Total amount of mixed herbicide used (gallons) \_\_\_\_\_  
Application method(s): Backpack sprayer and spray nozzle \_\_\_\_\_ Hand pulling \_\_\_\_\_  
Backpack sprayer and wick applicator \_\_\_\_\_ Other \_\_\_\_\_

**Weather Conditions** Time of Day: Start \_\_\_\_\_ Stop \_\_\_\_\_ Temperature Range \_\_\_\_\_  
Wind speed and direction \_\_\_\_\_ Sky: Clear \_\_\_ Cloudy \_\_\_ Overcast \_\_\_  
% Humidity \_\_\_\_\_ % chance of rain w/in 12 hours of application \_\_\_\_\_  
Was there a precipitation event during application? \_\_\_\_\_

### General Description of the Target Species at the Time of Herbicide Application

Greater than 50% of plants treated were/had: (circle those that apply)  
Seedlings Basal rosettes at ground level 3-12" tall 13-24" tall >36" tall  
Flower heads (but no flowers) Flowers present Seed present  
Scatters individuals Dense clumps mixed with other spp. Dominant cover; near monotype  
Seed heads removed Yes \_\_\_ No \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village", and, \_\_\_\_\_, of \_\_\_\_\_ (address) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the Natural Areas Maintenance and Herbaceous Invasive Weed Control project, in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Plans and Specifications, and Schedule of Unit Prices all of which are made a part hereof and herein called "Contract Documents."

2. All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for Herbaceous Non-Native Weed Control in Illinois Nature Preserves, and Supplemental Special Provisions of this contract, form part and partial this contract as if they were fully set forth herein.

3. The owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

4. This agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Attest:  
  
By \_\_\_\_\_  
Signature  
Barbara Mastandrea, Village Clerk

Village of Lincolnshire:  
  
By \_\_\_\_\_  
Signature  
Elizabeth J. Brandt, Mayor

Attest:  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name and Title

(Contractor)  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name and Title

## Village of Lincolnshire

### References

(1)

Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

(2)

Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

(3)

Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_