



PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

At the Heart of Community

MEMORANDUM

Date: April 13, 2020
To: Ray Keller, Village Manager
From: Michael J. Brown, Public Works Director
Subject: **Bid Recommendation: Streambank Stabilization Kildeer Creek**

Issue: Competitive bidding was conducted for the streambank restoration of Kildeer Creek south of Route 22 and west of Quentin Road. This is the second bidding of the project as the initial bids in 2019 were rejected due to budgeting constraints. The package was reissued with added flexibility in regards to the project timeframe for completion at the beginning of this year which allowed a greater diversity of competitive bidders. In addition, the Lake County Storm Water Commission (LCSMC) has committed to partner with the Village to provide additional funding in the amount of \$183,270 to ensure the completion of the project.

Background: The proposed project consists of the installation of approximately 1,800 linear feet of streambank and detention pond improvements including clearing, new protective armoring, and native plant restoration. The project is a cooperative effort between the Village and the Coventry Creek Home Owners Association (HOA) to maintain and enhance Kildeer Creek.

The project consists of three funding sources, Coventry Creek Special Service Area No. 13, The Village's capital improvement program, and the funding provided by LCSMC.

Analysis: The bid opening was held on March 11, 2020 yielding ten (10) bids. The bid results are shown below. The lowest apparent bid was received from Baxter and Natural Resources of Crystal Lake, Illinois. The results of the bid are as follows:

| Name of Bidder | Bid Amount |
|------------------------------------|--------------|
| Baxter & Woodman Natural Resources | \$438,750.50 |
| Semper Fi Land Services, Inc. | \$449,788.00 |
| Integrated Lakes Management | \$472,981.49 |
| Front Range Environmental | \$493,871.00 |
| Applied Ecological Services | \$524,772.38 |

| | |
|----------------------------------|--------------|
| V3 Construction | \$542,000.00 |
| Nettle Creek Nursery | \$544,066.00 |
| ENCAP | \$583,598.00 |
| Copenhaver Construction | \$625,855.00 |
| Great Lakes Restoration Services | \$754,207.00 |

The lowest bid (Baxter and Woodman Natural Resources) were reviewed for compliance as a responsive, responsible bidder. The following results were obtained:

- Baxter & Woodman Natural Resources:
 - They are a new company developed under the wing of the Consulting Firm Baxter & Woodman. The Manager, Coilin McConnell, has had over a decade of prior experience working and running his own construction firm doing natural resource conservancy work.

The majority of work will be performed by their own forces.

- A check of references revealed a good background of experience in similar projects from other municipal managers.
- No errors or ambiguities were noted in their bid.

A summary of the proposed budget is provided below:

| <u>Kildeer Creek Streambank Improvements</u> | |
|---|--------------|
| Construction (Base Project) | \$438,750.50 |
| Contingency (10%) | \$43,875.05 |
| Engineering (8%) | \$35,500.00 |
| Total Estimated Cost | \$518,125.55 |

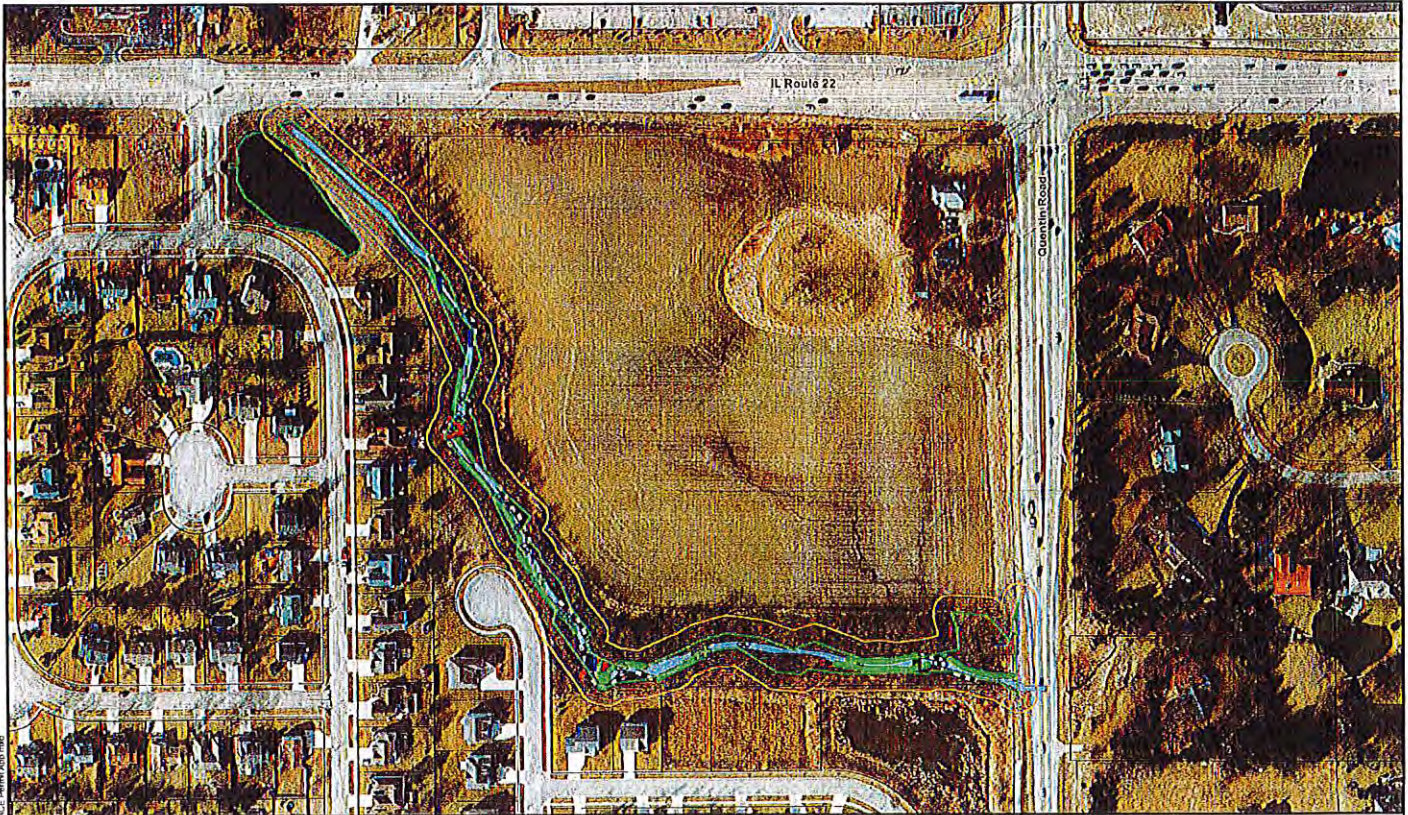
Coventry Creek's Special Service Area #13 is contributing \$170,018.40 for this project. Another \$183,270 is being provided by the Lake County Storm Water Commission, leaving \$164,837.15 as the Village's share of the project cost.

The FY 2020 budget included \$200,000 in the Capital Projects Fund for the Village's share of this project. However, to reduce the General Fund transfer in light of the anticipated revenue reductions due to the COVID-19 crisis, staff recommend funding the Village's share of this project from the Non Home Rule Sales Tax fund. If approved, this change will be reflected in a formal budget amendment to be adopted later this year.

Recommendation: Award a contract for the Kildeer Creek Streambank Improvements Project to Baxter and Woodman Natural Resources of Crystal Lake, IL in the amount not-to-exceed \$438,750.50, with a total project expenditure with contingency and engineering not to exceed \$518,125.55.

W/Attachments:

1. Kildeer Creek Streambank Improvements Location Map
2. Bid Submittal – Baxter & Woodman Natural Resources
3. Lake County Storm Water Management Commission Agreement



Manhard
CONSULTING

900 Woodlands Parkway, Vernon Hills, Illinois 60061
ph: 847-634-5550 manhard.com



1 in = 150 ft
Date: 09/04/2018

Legend

- | | | |
|--------------------|-------------------|-----------------|
| Kildeer Creek | Habitat | Flow Correction |
| Wetland | Ruffe | Stone Toe |
| 30' wetland buffer | Structure Removal | Bio-Engineering |

KILDEER CREEK RESTORATION
VILLAGE OF LAKE ZURICH

Proj: 000.0LZL283.00

NOTICE TO BIDDERS

Village of Lake Zurich Kildeer Creek Restoration



TIME AND PLACE FOR OPENING BIDS: Sealed proposals for the improvements described below will be received at the offices of:

Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, Illinois 60047

until **10:00 AM, Wednesday, March 11, 2020**. All bids will be publicly opened and read aloud at that time and may be acted upon at said time and place or at such later time and place as may then be fixed; but in no case more than sixty (60) calendar days from date of bid opening.

AVAILABILITY OF BIDDING DOCUMENTS: Bidding Documents may be obtained beginning at 10:00 AM on Wednesday, March 11, 2020 as follows:

Download digital Bidding Documents from www.questcdn.com for \$30 by inputting Quest project number 6656819 on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

Paper copies of Bidding Documents may be reviewed at Manhard Consulting, One Overlook Point, Suite 290, Lincolnshire, Illinois 60069, and obtained upon the receipt of a \$60.00 non-refundable charge (cash or check).

PREQUALIFICATION OF BIDDERS: Prior to award of lowest responsible, responsive bidder, bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, and project engineering firm together with a list of equipment owned by or available to them for efficient pursuance of the project.

REJECTION OF BIDS: The Owner reserves the right to reject any or all bids of bidders and to waive all technicalities.

PRE-BID ATTENDANCE: A mandatory pre-bid meeting will be held on Wednesday March 4th at 10:00 AM at the Lake Zurich Public Works Facility located on 505 N. Telser Rd. in Lake Zurich, IL. Note that attendance to the Pre-Bid Meeting is Mandatory for all bidders who wish to bid on the project. This clause will be extended to include subcontractors that perform greater than 25% of the anticipated value of the work. Failure to have a representative at the meeting will constitute grounds for rejection of the bid.

UNBALANCED BIDS: Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work. The OWNER will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer. In the event any unit prices are determined to be unbalanced and contrary to the interest of the OWNER, the right is reserved to reject such bid at the discretion of the OWNER.

LOCATION OF THE WORK: The project is located along Kildeer Creek located approximately 1,000 feet south and west of the intersection of IL 22 (Half Day Road) and Quentin Road in Lake Zurich, Illinois.

DESCRIPTION OF WORK: The project work consists of the clearing, grading, and reshaping of the shoreline of Kildeer Creek. The work also involves stone armoring of the shoreline, placement of turf reinforcement mat, native planting, and restoration of all areas disturbed.

BID SECURITY: A 5% Bidder's Bond, Cashier's Check, Certified Check, or Bank Draft will be accepted as bid security and must accompany the bid. All proposals submitted shall be valid for a period of no less than sixty (60) calendar days after the opening of the bids.

OWNER: Village of Lake Zurich

CONSTRUCTION SCHEDULE: It is anticipated that work will be completed within one-hundred and ninety-six (196) calendar days of the issuance of a Notice to Proceed. The Village of Lake Zurich anticipates that the Notice to Proceed will be issued between April 27, 2020 and May 1, 2020.

METHOD OF PAYMENT: The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided. Payment will be made by cash or check upon the satisfactory completion and acceptance of the work.

CONTRACT BOND: The successful bidder will be required to furnish a Contract Bond, in form satisfactory to the OWNER, in the full amount of the Bid.

PROJECT INQUIRIES: Project related questions shall be received until 12:00 PM on Monday, March 9, 2020. If necessary, a final addendum will be issued by Noon on Tuesday, March 10, 2020.

OWNER'S RIGHTS RESERVED: The owner reserves the right to reject any or all of the Proposals received or any portion thereof or to accept any proposal or portion thereof and to waive any informality or technicality in any Proposal in the interest of the OWNER.

Village of Lake Zurich, Illinois

By:

Michael Brown, Public Works Manager

INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

Addendum No. 1

March 6, 2020

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder has verified quantities in the field based on the information provided in the Bidding Documents.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

BID PRICE

- a. Type of bid: Unit Prices.
- b. The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

SUBMISSION OF BIDS

- a. Prepare bid on **Form of Proposal** included herewith.
- b. Submit all pages of the **Form of Proposal** in sealed envelope.
- c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:

TO: Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, Illinois 60047

PROPOSAL FOR: KILDEER CREEK RESTORATION

- d. Retain Duplicate Copy for Bidder.
- e. Legally authorized representative of bidder shall initial Bid Proposal on bid sheet and sign Bid Proposal on last page.
- f. Business entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or other business entity.

BID SECURITY

- a. Submit, with bid, a bid security in form of bidder's bond, cashier's check, or certified check in amount of not less than 5% of bid.
- b. Attach to the submitted Bid Proposal.
- c. Make check payable to the Village of Lake Zurich; check or bidder's bond will be forfeited and becomes property of Owner if bidder fails or refuses to enter into a contract and furnish surety bond within ten (10) calendar days after notice of award of contract.
- d. Checks of all bidders, except the three lowest bidders, will be returned within ten (10) days after award of contract.
- e. Check or bidder's bond of three lowest bidders will be returned within three (3) calendar days after execution of a contract and furnishing of acceptable surety bond by successful bidder.

WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to scheduled closing time for receipt of bids; no bid may be withdrawn for a period of sixty (60) calendar days thereafter.

EVALUATION OF BIDS

- a. Owner may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interests.
- b. Owner may reject any or all bids of bidders, waive informalities or technicalities in any bid, and accept bid which it deems to be in the best interests of the Owner.
- c. **UNBALANCED BIDS:** Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work. The OWNER will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer. In the event any unit prices are determined to be unbalanced and contrary to the interest of the OWNER, the right is reserved to reject such bid at the discretion of the OWNER.
- d. Owner may reject any or all bids of bidders that did not attend the Pre-Bid Meeting. This clause will be extended to include subcontractors that perform greater than 25% of the anticipated value of the work.

TAXES

Include in proposals amounts payable to Contractor or Owner on account of taxes imposed by taxing authorities upon sale, purchase, or use of materials and equipment; taxes of foregoing descriptions payable to the Contractor. Improvements will be dedicated to the Village of Lake Zurich upon completion.

EXECUTION OF CONTRACT

- a. Successful bidder shall, within ten (10) calendar days of notice of award of contract, enter into a written contract with Owner, on forms included with Specifications, for performance of work awarded to him.
- b. Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation of promise made by representatives of Owner or other persons.

COMMENCEMENT OF WORK

Work will not be started until contract has been executed, a notice to proceed, and all applicable State and local permits, and/or bonds, and certificates of insurance have been received.

PAVEMENT CORING AND SOIL BORING REPORT

Pavement coring and soil borings have not been performed by the Owner/Engineer in the vicinity of the proposed construction site.

Further, the Owner and Engineer do not assume responsibility for the possibility that during construction the soil and groundwater condition may be different than indicated. Contractor's may make their own borings, explorations and observations to determine soil and groundwater conditions at their own expense. All precautions should be taken in the Contractor's bid regarding protection of the trench and dewatering.

BIDDERS QUALIFICATIONS

The Owner at any time may request to receive the following:

- a. Personnel and facilities: If requested, satisfy the Owner as to integrity, equipment, personnel and financial ability to perform work.
- b. Business entity: Indicate on Proposal whether Bidder is an individual, partnership, corporation or other business entity.
- c. Experience: If requested, submit list of projects of a similar nature completed by Bidder, identified as to project owner, location, approximate date of construction and cost performed by Bidder.

LIST OF SUBCONTRACTORS

Successful Bidders shall submit list of subcontractors and major material suppliers within ten (10) days of receipt of a Notice of Award for Owner's review and approval.

COUNTER-PART DOCUMENTS

The number of counter-parts of contract and bond required to be executed is as follows:

- Three (3) original counter-parts of the Contract Documents will be required to be executed.

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addendum and mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

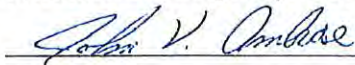
ADDENDUM NO. 1
VILLAGE OF LAKE ZURICH
KILDEER CREEK RESTORATION
March 6, 2020

TO: ALL ELIGIBLE PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

This Addendum forms a part of the Contract Documents and modifies the Bid Documents Dated February 7, 2020. Contractor shall acknowledge receipt of this Addendum by signing below and emailing a scanned copy of the Addendum signature page to cpalmer@manhard.com. Contractor must also acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may disqualify the Bidder.

Signed:



John V. Ambrose, President/CEO

Printed Name

Baxter & Woodman Natural Resources

Name of Company

This Addendum consists of seventeen (17) pages. This Addendum contains the minutes of the pre-bid meeting held at 10:00PM on Wednesday, March 4, 2020; a revised bid form, revised sheet 12, and revisions to the specifications package.

CHANGES TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS:

The following changes are to be revised in the Specifications Package:

- Pages 8 - 9: Replace with attached pages 8 - 9 (Bid Form)
 - Bid Item 32 modified: DIVERSION/DEWATERING Lump Sum
 - Bid Item 33 added: REMOVE AND REPLACE CONCRETE SIDEWALK Sq. Ft.
 - Bid Item 34 added: REMOVE AND REPLACE CONCRETE CURB & GUTTER L. Ft.
- Page 37: Replace with attached page 37
 - IN-STREAM WORK PLAN – Paragraph 3 changes to reflect payment
- Pages 58 - 60: Replace with attached pages 58 – 60
 - SURVEY LAYOUT AND STAKING – Part number changed to 28.
 - DIVERSION/DEWATERING – Part number changes to 29. Subpart B.1. updated to reflect a lump sum bid item with a description of payments.
 - REMOVE & REPLACE SIDEWALK/CURB & GUTTER – Part 30. Spec added to govern concrete replacement work.
 - INCIDENTAL CONSTRUCTION – Part number changed to 31.

The following changes will be made to the Plans:

- Sheet 4: SOIL EROSION AND SEDIMENT CONTROL PLAN
 - In the "Suggested Staging for In-Stream Work" box delete in its entirety the line "—REMOVE WEST ACCESS—" and the line "—REMOVE EAST ACCESS—"
- Sheet 12: CONSTRUCTION DETAILS
 - Replace with the attached Sheet 12.

End of Addendum # 1.

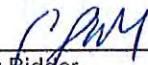
SCHEDULE OF PRICES - REVISED

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices as indicated on the below schedule:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

| ITEM # | DESCRIPTION | UNIT | EST. QUANTITY | UNIT PRICE | AMOUNT |
|--------|--|-------|---------------|-------------|-------------|
| 1 | MOBILIZATION & STAGING | L SUM | 1 | \$8,750.00 | \$8,750.00 |
| 2 | CLEARING & GRUBBING | L SUM | 1 | \$20,400.00 | \$20,400.00 |
| 3 | TRACKOUT CONTROL SYSTEM | EA | 2 | \$18,500.00 | \$37,000.00 |
| 4 | CONSTRUCTION FENCE | LF | 3200 | \$3.00 | \$9,600.00 |
| 5 | EROSION EEL | LF | 110 | \$10.50 | \$1,155.00 |
| 6 | SILT FENCE | LF | 540 | \$2.50 | \$1,350.00 |
| 7 | SILT DIKE | LF | 110 | \$7.00 | \$770.00 |
| 8 | COIR FIBER LOG | LF | 4,000 | \$12.00 | \$48,000.00 |
| 9 | REMOVE EXISTING CULVERT CROSSING | L SUM | 1 | \$2,525.00 | \$2,525.00 |
| 10 | TEMPORARY CREEK CROSSING | L SUM | 1 | \$6,215.00 | \$6,215.00 |
| 11 | SITE GRADING, COMPLETE (INCLUDES HAUL OFF) | L SUM | 1 | 78,300.00 | \$78,300.00 |
| 12 | REPAIR RCP OUTFALL | EACH | 7 | \$865.00 | \$6,055.00 |
| 13 | CLEAN AND INSPECT OCS | EACH | 2 | \$200.00 | \$400.00 |
| 14 | POND SHORELINE TREATMENT W/ GEOLIFT | LF | 660 | \$55.00 | \$36,300.00 |
| 15 | STONE TOE | LF | 700 | \$39.00 | \$27,300.00 |
| 16 | ROCK BARB | LF | 40 | \$105.50 | \$4,220.00 |
| 17 | STONE SILL | SQ YD | 120 | \$60.00 | \$7,200.00 |
| 18 | CROSS VANE | EA | 10 | \$840.00 | \$8,400.00 |
| 19 | GABION BASKET – 3' x 3' X 9' LONG | EA | 6 | \$1,300.00 | \$7,800.00 |
| 20 | RIP RAP, RR-3 GRADATION | SQ YD | 30 | \$75.00 | \$2,250.00 |

Village of Lake Zurich
Kildeer Creek Restoration
LZLZ83

| ITEM # | DESCRIPTION | UNIT | EST. QUANTITY | UNIT PRICE | AMOUNT |
|---|---|-------|---------------|--|-------------|
| 21 | VEGETATED GEOLIFT (INCLUDES NAG 350 TRM) | LF | 700 | \$15.00 | \$10,500.00 |
| 22 | SEEDING, NATIVE UPLAND PRAIRIE | ACRE | 2.44 | \$1,275.00 | \$3,111.00 |
| 23 | SEEDING, NATIVE STREAMBANK SLOPES | ACRE | 2.27 | \$1,850.00 | \$4,199.50 |
| 24 | SEEDING, DETENTION POND BANK SLOPES | SQ YD | 1070 | \$2.00 | \$2,140.00 |
| 25 | WETLAND PLUG PLANTING, DETENTION POND | SQ YD | 370 | \$19.00 | \$7,030.00 |
| 26 | GOOSE FENCE, DETENTION POND | SQ YD | 370 | \$13.50 | \$4,995.00 |
| 27 | SODDING, (INCLUDES WATERING) | SQ YD | 810 | \$11.50 | \$9,315.00 |
| 28 | EROSION CONTROL BLANKET, NAG DS 75 | SQ YD | 19200 | \$1.35 | \$25,920.00 |
| 29 | EROSION CONTROL BLANKET, NAG S150 BN | SQ YD | 3,700 | \$3.00 | \$11,100.00 |
| 30 | TREE PLANTINGS | L SUM | 1 | \$27,250.00 | \$27,250.00 |
| 31 | SURVEY LAYOUT | L SUM | 1 | \$5,025.00 | \$5,025.00 |
| 32 | DIVERSION/DEWATERING | L SUM | 1 | \$10,000.00 | \$10,000.00 |
| 33 | REMOVE AND REPLACE CONCRETE SIDEWALK | SQ FT | 150 | \$15.00 | \$2,250.00 |
| 34 | REMOVE AND REPLACE CONCRETE CURB & GUTTER | LF | 35 | 55.00 | \$1,925.00 |
| Prepared by:  Initialed by Bidder | | | | BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS: \$438,750.50 | |

FORM OF PROPOSAL

TO: Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

FROM: Baxter & Woodman Natural Resources (BWNR)
CONTRACTOR

8678 Ridgefield Road

ADDRESS

Crystal Lake, IL 60012

CITY, STATE, ZIP CODE

815-459-1260

TELEPHONE NUMBER

Coilin McDonnell

CONTRACTOR'S CONTACT FOR THIS BID

Cmcconnell@baxterwoodman.com

E-MAIL

Gentlemen:

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents prepared by Manhard Consulting, Ltd., 1 Overlook Point, Suite 290, Lincolnshire, Illinois 60069, and entitled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
KILDEER CREEK RESTORATION
LAKE ZURICH, ILLINOIS

DATED: February 7, 2020

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

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work.

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

The undersigned further agrees that he will commence work not later than ten (10) calendar days after written Notice to Proceed and execution and approval of the Contract and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

Unless granted additional time in writing by the Owner, the undersigned agrees to complete the work within one hundred and ninety-six (196) calendar days of the issue of a Notice to Proceed, with the understanding that the Notice to Proceed will be issued between April 27, 2020 and May 1, 2020.

The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of written notice of the award of the Contract to him, a Contract Bond in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance and payment of labor and materials of the work in accordance with the terms of the Contract.

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for five percent (5%) of the total bid price, made payable to the Village of Lake Zurich.

The amount of the check or draft is: Twenty One Thousand Nine Hundred Thirty Seven Dollars

and fifty three cents. (\$ 21,937.53).

(Fill in Amount)

Contractor to fill in Amount

If this Proposal is accepted and the undersigned fails to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Contract or Contract Bond; upon the undersigned properly executing a contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

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

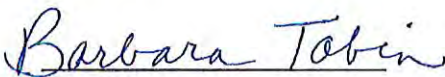
CERTIFICATE OF COMPLIANCE
WITH ARTICLE 33E OF THE
CRIMINAL CODE OF 1961

The undersigned, John V. Ambrose, being the Contractor submitting a bid for the public project as described in these bid documents, hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

Date: March 10, 2020

Contractor: Baxter & Woodman Natural Resources

By: 

Attest: 

NON COLLUSION STATEMENT

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
4. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify the he has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

COMPLIANCE WITH ARTICLE 33 OF THE CRIMINAL CODE OF 1961

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed and sealed this 10 day of March, 2020.

Contractor: Baxter & Woodman Natural Resources

By (Signature) 

Title: President/CEO

Business Address: 8678 Ridgefield Road

City/State: Crystal Lake, IL 60012

ATTEST:

Secretary: 

SEAL



Phone No..... (949) 598-8822

Cashier's
CheckCRYSTAL LAKE BANK
& TRUST COMPANY, N A *
A WINTRUST COMMUNITY BANK70 NORTH WILLIAMS STREET
CRYSTAL LAKE, ILLINOIS 60014
815-479-520050100
70-2578
719

Remitter Baxter & Woodman, Inc.

Date March 09, 2020

Pay to the
Order of *Village of Lake Zurich*

\$*****21,937.53

TWENTY ONE THOUSAND NINE HUNDRED THIRTY SEVEN DOLLARS AND FIFTY THREE CENTS

CRYSTAL LAKE
BANK & TRUST  21,937dols 53cts

VOID OVER \$21,937.53

 MP

⑈050100⑈ ⑆071925787⑆ ⑈0600000052⑈

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USA

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| | | | | |
|--------------|--|------|--------|--------|
| 21272-LG | Ellison SureCut Die Umbrella (Basic Beginnings) | 1 EA | 20.00 | 20.00 |
| 15145-LG | Ellison SureCut Die Tree | 1 EA | 28.00 | 28.00 |
| 23809-LG | Ellison SureCut Die Leaf, Maple #2 | 1 EA | 24.00 | 24.00 |
| 15164-LG | Ellison SureCut Die Flower, Tulip | 1 EA | 28.00 | 28.00 |
| 12102-LG | Ellison SureCut Die Award #1B | 1 EA | 20.00 | 20.00 |
| 14555-LG | Ellison SureCut Die School Bus #1A | 1 EA | 24.00 | 24.00 |
| 30695-LG | Ellison SureCut Die Tooth, Toothbrush & Toothpaste | 1 EA | 24.00 | 24.00 |
| 16580 | Ellison SureCut Die Storage Wall Rack 60 Slot Standard | 2 EA | 96.00 | 192.00 |
| SHIPPING | Shipping & Handling | 1 EA | 273.72 | 273.72 |
| HANDLING CHA | Handling Charges | 1 EA | 30.00 | 30.00 |

Various Natural Resources Construction Projects



Glacial Park

- Re-meandering of tributary that drains into Nippersink Creek
- Re-grading drainage channel that was straightened by farmer
- Sculpting of straightened tributary creek into original meandering pattern based off of original drainage channel streambed

Reference: Brad Woodson, (815) 790-0353
bwoodson@mccdistrict.org

Crystal Creek Streambank Stabilization

- Re-grading and installation of stone toe riprap streambank protection along Crystal Creek in Algonquin
- Installation of stone toe protection in two different locations
- Restoration of upland area with native seed and blanket for erosion control protection

Reference: Amy Peters & Perry Wolberg, (815) 338-6223 x1205, apeters@mccdistrict.org



Boone Creek Conservation Area

- Creation of conservation park from vacant farm field
- Installation of all erosion control devices for preventative measures, including Silt Fence, Sediment Logs, and Rock Check Dams
- Native seeding of over six acres and installation of over four acres of erosion control blanket
- Installation of geo-grid path 400 feet long adjacent to wetlands

Reference: Sara Rummel, (815) 338-6223
srummel@mccdistrict.org



McHenry County Conservation District

- Installation of planting plugs at numerous site locations for the McHenry County Conservation District over the last five years
- Installation of plugs in bio-swales, rain gardens, and detention basins
- Completion of maintenance on these plug areas for three years, including watering and general maintenance

Reference: Amy Peters, (815) 338-6223 x1205
apeters@mccdistrict.org



Baxter & Woodman
Natural Resources

www.baxterwoodman.com

| | | | |
|----------------------------------|--------|----|------------|
| Baxter Woodman Natural Resources | 58.2% | \$ | 255,275.50 |
| Excavating Concepts | 24.4% | \$ | 107,250.00 |
| Neirman Landscape Design | 8.3% | \$ | 36,565.00 |
| Valcon Trucking | 8.1% | \$ | 35,485.00 |
| Alliance Concrete Company | 1.0% | \$ | 4,175.00 |
| Total | 100.0% | \$ | 438,750.50 |

AMENDED INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the
VILLAGE OF LAKE ZURICH
for the
Kildeer Creek Restoration Project

This is an AGREEMENT by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC), and the VILLAGE OF LAKE ZURICH, c/o Michael Brown, 505 Telser Road, Lake Zurich, Illinois 60047 (hereinafter called VILLAGE).

PROJECT DESCRIPTION

The Village of Lake Zurich has investigated and intends to incorporate a series of recommended improvements to stabilize a 1,500 linear foot section of Kildeer Creek, restore the adjacent streambank, and enhance the remaining adjacent buffer zones. The PROJECT area begins at Illinois Route 22 and extends southeast to Quentin Road. The work will involve the following (per SMC SESC-19-085):

1. Directly stabilizing the creek channel and supporting banks with flow correction structures and cross vanes with appropriate stream bedding substrate.
2. Providing an anchored, bio-engineered streambank toe where needed.
3. Clearing overgrown, invasive vegetation, removing the bulk of the invasive overburden, and re-establishing a native herbaceous understory plant zone of prairie and stream-edge species.
4. Removing living and downed invasive wood debris that has accumulated and reduced flood conveyance.
5. Repairing the flared end section, reestablishing the overflow weir elevation, and installing shoreline treatment around the existing Cedar Creek Estates subdivision stormwater detention basin.

The VILLAGE will implement the project with assistance from Manhard Consulting. The PROJECT will be accomplished through administration by the Village, bidding to a qualified contractor, and coordination with the adjacent Coventry Creek homeowner's association (HOA) and the Cummings property owner (owner of agricultural property to the north). This work is hereinafter called the PROJECT and has two grant funding sources: a Watershed Management Board (WMB) grant and the Stormwater Capital Improvement Project (STOCIP).

SCOPE OF WORK

1. The VILLAGE will complete the PROJECT as described above and within the Scope of Work.

2. The VILLAGE will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. SMC will provide limited technical assistance to the VILLAGE during implementation of the PROJECT. This may include review of design documents, permit applications, and/or the methods and materials that will be used during construction.
4. The VILLAGE will obtain all land rights necessary to complete the PROJECT and maintain the constructed drainage improvements thereafter, including, if necessary, owner-authorized land access and/or land rights or evidence of possessory interest, in the form of previously recorded documentation or written authorization, from all property owners affected. Land rights for each parcel shall include:
 - a) A recordable permanent easement for the PROJECT land area on which the stormwater infrastructure (i.e., drainageway, storage area) is located.
 - b) If necessary, a temporary construction easement (or other right of access) to access the construction site (permanent easement premises).

Documentation or authorization may include recorded permanent easements; land covenants, deed-restricted areas, or prescriptive easement (with the owner's authorization or evidence of possessory interest); or other owner-approved and SMC-accepted legal instruments (e.g., owner-executed license agreement).

Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional road authority.

Evidence of such land rights shall be provided to SMC *prior to construction*. SMC staff may assist in drawing the required documents obtained from the record Owner(s)

5. The VILLAGE will obtain all permits and conduct all consultations necessary to complete the PROJECT, including, but not limited to, if necessary, a wetland permit from the US Army Corps of Engineers (USACE), a Watershed Development Permit from SMC or, if applicable, the appropriate certified community, a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA), and a consultation with the Illinois Department of Natural Resources (IDNR) regarding state-listed threatened and endangered species. Evidence of such permits and consultations shall be provided to SMC *prior to construction*. Please note that all permit fees are the responsibility of VILLAGE and are not reimbursable under this AGREEMENT; however, such permit fees may count toward VILLAGE's share of the total PROJECT cost.
6. During the PROJECT, VILLAGE will prepare and submit to SMC a brief one- to two-page written update report and, upon completion of the PROJECT, a brief one- to two-

page written final report. Photographic documentation of before, during, and after construction must be included.

SCHEDULE

1. The VILLAGE shall submit a written update report on the PROJECT to SMC on or before July 31, 2020.
2. The VILLAGE shall complete the PROJECT on or before November 30, 2020. If necessary, an extension may be requested in writing by VILLAGE prior to such date.
3. The VILLAGE shall submit a written final report on the PROJECT to SMC on or before November 30, 2020. If necessary, an extension may be requested in writing by VILLAGE prior to such date.
4. The VILLAGE shall submit a written request for reimbursement of eligible PROJECT expenses to SMC on or before November 30, 2020. If necessary, an extension may be requested in writing by VILLAGE prior to such date. Requests for reimbursement submitted after such date, unless an extension has been granted by SMC, will not be honored.

COMPENSATION

1. The total cost of the PROJECT is approximately \$530,270.
2. SMC funding shall not exceed \$183,270 for eligible PROJECT expenditures made after January 17, 2019. See Table 1 for a PROJECT cost-share summary breakdown.

Table 1. PROJECT Cost-Share Summary.

| Project | Total Costs | Lake Zurich/ HOA Costs | WMB Funding* | STOCIP Funding** |
|--|-------------|---------------------------|-----------------|---------------------|
| Original | \$ 337,500 | \$ 307,500 | \$ 30,000 | \$ 0.00 |
| Current | \$ 530,270 | \$ 347,000 | \$ 30,000 | \$ 153,270 |
| * The original VOLZ Kildeer Creek project was approved by the Watershed Management Board (12/05/18) and Lake County Stormwater Management Commission (01/17/2019). | | | | |
| ** STOCIP funding cannot be used towards easements, deeds, plat restrictions or requirements as part of a regulatory permit. | | | | |

3. The VILLAGE will provide 30 in-kind hours for the project to coordinate with local residents and provide project education and outreach.
4. Payment of reimbursable expenditures shall become due and payable by SMC after successful completion of the PROJECT and the receipt of a written request for reimbursement from VILLAGE for the requested reimbursement amount, complete with

adequate documentation of the PROJECT expenditures (i.e., invoices, and proof of payment), including in-kind services.

TERMS AND CONDITIONS

1. The terms of this AGREEMENT are valid until November 30, 2020.
2. Either party may terminate this AGREEMENT upon thirty days' written notice to the other party. In the event of such termination, SMC shall reimburse VILLAGE for 50 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$183,270.
3. All adjustments, additions, and/or deletions to this AGREEMENT, including changes to the PROJECT description and/or scope of work, are subject to the written approval of both parties.
4. The VILLAGE will include in any publications created for general external circulation, including brochures, newsletters, and website and presentation materials), the following phrase: *"Funding for this project was provided in part by the Lake County Stormwater Management Commission through a Watershed Management Board Grant and Stormwater Capital Improvement Project."*
5. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.
6. This AGREEMENT supersedes all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION:**

Michael Warner

Digitally signed by Michael Warner
DN: cn=Michael Warner, o=Stormwater Management
Commission, ou=Lake County,
email=munw@lscourtyl.gov, c=US
Date: 2020.04.04 13:47:29 -0500

Michael D. Warner
Executive Director

Date: 4/3/2020

VILLAGE OF LAKE ZURICH:



Michael Brown
Director of Public Works

Date: 3/17/2020