

VILLAGE OF GURNEE

Depot Road Pedestrian Path Extension Project # 8389

Bid Opening:

Time: February 10th, 2020

Place: 10:30 A.M.

Village of Gurnee

325 N. O'Plaine Road

Gurnee, Illinois 60031

(847) 599-7550

PREPARED BY: VILLAGE OF GURNEE – ENGINEERING DIVISION

VILLAGE OF GURNEE
NOTICE TO BIDDERS

Municipality: VILLAGE OF GURNEE
Road District WARREN
County LAKE
Project No. 8389

TIME AND PLACE OF OPENING OF BIDS:

Sealed proposals for the improvement described below will be received at the office of the Village of Gurnee, Engineering, 325 N. O'Plaine Road, Gurnee, Illinois 60031, until 10:30 A.M., February 10th, 2020. Proposals will be opened and read publicly at that time.

DESCRIPTION OF WORK:

“Depot Road Pedestrian Path Extension # 8389”

LOCATIONS:

The project is located along the west side of Depot Road in the Village of Gurnee.

PROPOSED IMPROVEMENT:

New 8' wide pedestrian path includes; earth excavation, aggregate bases, storm sewer, HMA pedestrian path, landscaping, and other associated item.

BIDDERS INSTRUCTIONS:

1. Plans and proposal forms will be available in the office of the Village of Gurnee, 325 N. O'Plaine Road, Gurnee, Illinois 60031, for a non-refundable cost of \$25.
2. Only the Bid Forms attached hereto shall be used. Bid forms shall be filled out in their entirety, no carry over bids will be accepted.
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Check Sheet LRS 6 of the “Supplemental Specifications and Recurring Special Provisions,” prepared by the Illinois Department of Transportation.
4. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

By Order Of The:

Village of Gurnee

(Awarding Authority)

Andy Harris / Village Clerk

GENERAL CONDITIONS OF THE CONTRACT

CONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the CONTRACTOR allow any subcontractor to commence work on his Contract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Compensation Insurance:

The CONTRACTOR shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his employees employed at the site of the project; and, in case any work is sublet, the CONTRACTOR shall require all subcontractors similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide Workmen's Compensation Insurance for the protection of his employees not otherwise protected.

B. Public Liability & Property Damage Insurance:

The CONTRACTOR shall take out and maintain and cause to be taken out and maintained by all subcontractors during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and all subcontractors performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

General Liability/Property Damage/Bodily Injury	\$2 million combined single limit
Automobile Bodily Injury Liability/Property Damage	\$2 million combined single limit

Such insurance shall name the Owner and the Engineer as insured along with the CONTRACTOR and shall hold harmless the Owner and the Engineer against all suits and claims arising from or as the result of the actions of the CONTRACTOR or his subcontractors.

Such policies shall not be cancelled, permitted to expire, or to be changed without the written consent of the Owner.

PROOF OF INSURANCE

The CONTRACTOR shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details of the policy.

CHANGES TO SCOPE OF WORK

If the Engineer deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract as bid, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Owner and the CONTRACTOR before any such work shall be commenced.

EXTRA WORK

No claim whatsoever will be allowed the CONTRACTOR for changes, extra work, or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the CONTRACTOR is first ordered in writing by the Engineer and the price herein stipulated to the CONTRACTOR.

QUALITY CONTROL OF WORK

The Engineer shall have power to inspect all work for compliance with the Specifications, and the CONTRACTOR shall perform all of the work herein specified to the Engineer's entire satisfaction, approval, and acceptance.

The CONTRACTOR is responsible for furnishing all labor, materials, and equipment to construct and complete the work in compliance with the Plans, Specifications, and Special Provisions. All material to be incorporated in the work; all labor to be performed; and all equipment, tools, and methods to be used shall be subject to the approval of the Engineer. It is the CONTRACTOR'S responsibility to complete the work and deliver a final product, which meets all the requirements of the Specifications.

The Engineer shall decide all questions relative to measurements, the materials used, the character of the work performed, and as to whether the rate of progress is such as to comply with these Specifications.

If any authorized agent of the Engineer shall discover and notify to the CONTRACTOR of any neglect or disregard of the Specifications, such defects shall at once be remedied and further defective work be at once discontinued; but the right of final acceptance or condemnation of the work will not be waived by reason thereof, nor by any act of the Owner, his officers, or agents.

INSPECTION

The Engineer shall at all times have access for inspection to all branches of the work, on the site of the work, at the place of manufacture, or where materials are stored or to be furnished from, and the CONTRACTOR shall furnish from time to time such samples of each separate ingredient forming the materials to be used in the improvement as may be required by the Engineer.

If at any time during the progress of the work, any material is rejected or if any of the work is wholly or in part improperly constructed, then the CONTRACTOR, at his own expense, shall immediately remove all rejected material and shall reconstruct all work improperly done. In case the CONTRACTOR shall neglect or refuse, after twenty-four (24) hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Owner and the Owner's cost of labor, material, and supervision thereof deducted from any money due the CONTRACTOR.

MATERIAL INSPECTION

All materials incorporated in this contract are to be inspected according to the Project Procedures Guidelines (PPG).

The Local Agency shall be responsible for the cost of the quality assurance field inspection. Job site quality assurance inspection shall be done by the Local Agency. All bituminous and concrete material shall be inspected at the plant in accordance with the QC/QA requirements and per the approved QC plan. A minimum of forty-eight (48) hours in advance notification shall be required prior to placement of any of these materials, notice shall be given to the Local Agency's material inspector for the project and the Resident Engineer. The Contractor shall allow the inspector access to his plant area to observe the operations and take material samples as required.

Contractors' attention is directed to Section 406 and 1030 of the Standard Specifications for Hot Mix Asphalt. For Concrete Mixtures attention is directed to Recurring Special Provision Check Sheet #25, "Quality Control/Quality Assurance of Concrete Mixtures".

CONTRACTOR'S EMPLOYEES

The CONTRACTOR shall employ skilled foremen and laborers and shall, if directed by the Engineer, discharge from the site of the work any incompetent, abusive, or disorderly employees. None but person's expert in their respective branches of work shall be employed by the CONTRACTOR.

OBSTRUCTION OF STREETS AND RIGHTS OF WAY

The CONTRACTOR shall arrange to keep public ways open for traffic at their own expense. Convenient access to driveways, houses, and buildings along the improvement must be maintained by the CONTRACTOR. The CONTRACTOR shall remove all surplus materials and debris from the work area on a daily basis as the work progresses so that there is a minimum amount of disruption to public property as possible.

SALVAGED MATERIAL

All material of whatever kind encountered on the site is the property of the Owner. When approved for removal from the site of the work, said material shall become the property of the CONTRACTOR and shall be disposed of, in a timely fashion, as specified.

PERMITS

Before beginning work the Owner shall obtain necessary permits for all work to be done under this Contract. The Contractor shall abide by all permit requirements as indicated on permits associated with this project and as directed by the Owner. Inspections for compliance shall be made by the Owner or Owners' representatives.

ORDINANCES

The CONTRACTOR shall observe all ordinances in relation to obstructing streets or driveways, maintaining signs and signals, keeping open passageways and protecting same where exposed, and to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements.

DAMAGE

All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the CONTRACTOR'S expense.

The CONTRACTOR shall be held responsible for any and all damage to any and all water, gas or drain pipes, conduits, trees, sidewalks, pavements and all structures, etc., and to interruption of service to same.

The CONTRACTOR shall, without extra charge, erect, maintain, and remove strong and suitable barriers which, during the night time, will prevent any accident or harm to life, limb, or property in consequence of such excavation, use or occupancy of any streets, avenues, highways, or public grounds.

The CONTRACTOR shall protect, restore, and make good, as may be necessary, all buildings, foundations, and fences injured in the progress of the work, at the CONTRACTOR'S expense. The CONTRACTOR shall protect all private and corporate property, such as gas mains, telephone lines, telephone or telegraph poles or conduits, etc. interfering with the work, notifying the several owners of the work to be done, and arranging for the future disposition of their property. The CONTRACTOR agrees to hold the Owner and the Engineer harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

CLAIMS

The CONTRACTOR agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgement decrees, including costs, expenses and attorney fees on account of, or arising out of, the use of the streets or sidewalks, or resulting from the excavations, openings, obstructions, or defects that may be made or left in the streets or sidewalks by the CONTRACTOR or their several agents, or any other person engaged in the performance of this Contract.

The CONTRACTOR shall save the Owner and the Engineer harmless from all claims, demands, suits, judgement decrees, including costs, expenses and attorney fees on account of, or arising out of, any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals, or processes used by them or about said work.

FORFEITURE

The work herein specified shall be prosecuted with such forces as the Engineer may deem adequate for its completion within the time specified for completion. If the rate at which the work is performed is, in the judgement of the Engineer, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the CONTRACTOR refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time, or if in any event, the CONTRACTOR fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Owner shall have full right and authority after giving three (3) days written notice to the CONTRACTOR of its intention to do so, to take the work out of the hands of the CONTRACTOR and/or to re-let the same to other contractors. In so doing, the Owner may use or authorize the use of such materials and supplies as may be the property of the CONTRACTOR, or on the ground, without rental or other charge for the use thereof, except that all such materials so used in completing the work shall be credited to said CONTRACTOR at their fair reasonable market price, as of the date same were delivered on the work, but in no case will the CONTRACTOR be credited with more than the cost of said materials delivered to the CONTRACTOR. The cost of fully completing all the work and all expense of every kind incurred by the Owner in connection herewith shall be charged to the CONTRACTOR and shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter become due, or may at any time thereafter become due to said CONTRACTOR under this Contract, or any part thereof, so far as the same shall suffice therefore, and any deficiency shall be paid to the Owner by the CONTRACTOR forthwith, and the bondsmen will be held liable for any such deficiency.

Should it become necessary for the Owner to declare the work forfeited, such forfeiture shall in no case relieve the CONTRACTOR or his bondsmen of any of the conditions of the Contract. In case the CONTRACTOR shall abandon or in any manner fail to complete the work, the Owner shall have the full right and authority to pay to any person, firm, or entity who may have been employed by the CONTRACTOR upon the work, out of any fund due or unpaid the CONTRACTOR at the time the

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Owner shall declare said CONTRACTOR in default, any and all sums of money which may be found to be due and owing to said CONTRACTOR under this Contract and upon giving five (5) days written notice by mail to said CONTRACTOR of the intention so to do.

The Owner shall have the full right and authority to ascertain the amount or amounts so due and owed by the CONTRACTOR to such person, firm, or entity and in such manner and upon such proof as it may deem sufficient, and the amount or amounts so found by it to be due and owing to such person, firm, or entity, shall be conclusive as against said CONTRACTOR, and may thereafter make payment to the said person, firm or entity.

SUBLETTING OF CONTRACT

No part of the work herein specified shall be assigned, subcontracted, or sublet without the written consent of the Owner.

The CONTRACTOR may be permitted to sublet a portion thereof, but shall perform with the CONTRACTOR'S own organization, work amounting to not less than fifty percent (50%) of the total contract cost, and with materials purchased or produced by the CONTRACTOR. Second tier subcontracting will not be allowed.

All requests to subcontract any work shall include a certified copy of the executed subcontract agreement signed by both the General CONTRACTOR and the Subcontractor. All subcontract agreements shall list and itemize what work is being subcontracted and the amounts and/or basis of payment for such work. All subcontract agreements shall contain the required Federal and State Equal Employment Opportunity provisions and Labor Compliance provisions, including contract minimum wage requirements.

All work permitted to be subcontracted is conditional upon the timeliness and satisfactory performance of the Subcontractor and coordination of the CONTRACTOR. The Engineer may order the CONTRACTOR to remove a Subcontractor who is not performing satisfactory work or who is not performing work in a timely manner. Upon the Engineer's written direction, the CONTRACTOR shall comply at once and shall not employ the Subcontractor for any further work under this contract.

SUSPENSION OF WORK

Should the CONTRACTOR, with the approval of the Engineer, stop work or should the weather conditions in the opinion of the Engineer be such that the work could not be properly and safely be performed, then the Engineer may suspend the work until such time as weather conditions shall permit proper construction. In case of stoppage of work, the CONTRACTOR shall, at his own expense, store and be responsible for material, street restoration, and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the Engineer, the time of delay or suspension may be added to the time set for completion of the work.

WAIVERS OF LIEN REQUIRED

It is expressly understood that the Engineer reserves the right to direct that no payment be made to the CONTRACTOR should he have reason to believe that said CONTRACTOR has failed for any reason to make just payment to any employee, subcontractor, or material supplier used or employed by the CONTRACTOR in the prosecution of the work, until the Engineer is satisfied that full and proper payment has been made. The CONTRACTOR shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

PARTIAL AND FINAL ACCEPTANCE OF THE WORK

Work on this Contract is not subject to partial inspection and acceptance. The entire work shall be made in a neat and workmanlike manner and all requirements shall be complied with in detail. The mere fact that some particular part or portion of the work may have been previously inspected, cleaned, and set in order will not excuse the CONTRACTOR from again cleaning any and all portions so that the entire system of work shall be in proper condition and subject to final inspection by the Engineer and complying with the use intended at the time of acceptance by the Owner. The date of final acceptance of work on this Contract is the date that the CONTRACTOR is issued final payment by the Owner.

PAYMENT FOR COMPLETED WORK

The work to be constructed may vary in actual units on quantities from those given in the Bid Documents, but no additions or deductions in the unit prices bid by the CONTRACTOR will be made because of this fact. The total bid and contract unit prices shall include all cost of the work to be constructed.

Any payments made to the CONTRACTOR during the progress of the work shall in no way lessen the total and final responsibility of the CONTRACTOR, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of the Contract, nor be considered a ratification of any act on the part of the Engineer, agents, or representatives of the Owner which in any manner may contravene any of the requirements or provisions of the Contract. During the course of the improvement, if the rate of progress is satisfactory to the Engineer, and it appears that all claims for labor and materials are satisfied, progress payment may be requested by the CONTRACTOR to the Engineer for payment by the Owner.

The CONTRACTOR and Engineer shall certify in writing to the amounts of work completed, on forms prepared by the Engineer, prior to presentation to the Owner for payment. The Owner will retain ten percent (10%) of the progress payments for work completed and approved to date and the final contract amount until all work is given final approval by the Engineer and all other requirements of the Contract have been completed to the satisfaction of the Owner.

J.U.L.I.E.

The Contractor is to call J.U.L.I.E. (1-800-892-0123) forty-eight (48) hours prior to excavating for field locations of existing utilities. A minimum of forty-eight (48) hours notice shall be given to the Village Engineer prior to starting work.

PROTECTION OF EXISTING UTILITIES AND FACILITIES

EXISTING UTILITIES:

- A. The location of utilities shown on the Drawings are approximate only. OWNER and ENGINEER disclaim responsibility for the accuracy or completeness of any such information or data.
- B. The CONTRACTOR shall have full responsibility for locating all underground facilities in work areas, whether shown or not shown on the Drawings, for coordination of the WORK with the owners of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the WORK; the cost of which shall be included in the Contract Unit Price of the improvements specified.
- C. Rules, regulations, and codes governing the respective utilities which may be encountered shall be observed in executing all WORK.

EXISTING FACILITIES:

The CONTRACTOR shall protect from damage all parts of curbs, sidewalks, catch basins, manholes, drains, pavement, utilities, and all other improvements liable to injury by his operations and shall, at his own expense, make good all such damages to the satisfaction of the Owner.

The CONTRACTOR shall clean and maintain all roadways adjoining the project site free from all construction debris, dirt and/or mud at all times. The CONTRACTOR is also responsible for the immediate removal of dirt and/or mud and or debris from adjacent highways caused by construction traffic entering or leaving the project site. In dry weather, the CONTRACTOR shall spray dusty areas daily with water, or as directed by the Resident Engineer, in order to control dust. This work shall be considered incidental to the improvement.

It shall be the CONTRACTOR'S responsibility to arrange for the relocation or bracing of existing power poles that may be within the working limits of this contract. It is expressly understood that all work and costs connected with the maintenance of these power poles, temporary relocation, etc., will be the responsibility of the CONTRACTOR. This work shall be considered incidental to the cost of the improvement.

The CONTRACTOR shall restore all parkways and driveways that are disturbed by the construction. All parkways and driveways shall be restored to the same or better condition as existed prior to construction.

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All trees shall be protected from damage by all contractors. The CONTRACTOR shall be responsible for any negligence or willful damage to these trees and/or their root system. The CONTRACTOR shall not remove any trees unless requested to do so in writing by the Village Engineer, or if they are marked on the plans for removal.

TRAFFIC CONTROL

Depot Road (Village of Gurnee) may not be closed to traffic and all traffic control shall be in accordance with IDOT Standards and details. Proper signage and advance warnings shall be erected during any lane closure and shall be included in the Traffic Control and Protection Lump Sum item.

It will be the CONTRACTOR'S responsibility to notify residents\business when access to their driveways\access road will be temporarily closed. Every effort shall be made to accommodate access to these properties. Driveway\access roads shall not be closed overnight.

NOTICE OF STARTING WORK

The CONTRACTOR shall notify the Village Engineer forth-eight hours before beginning any work on this Contract, or of his intentions so to do, and in case of temporary suspension of the work, shall give a similar notice for resuming same.

WARRANTY PERIOD

The CONTRACTOR shall warrant all work performed for a period of one (1) year from the date of final acceptance in writing by the Village Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer.

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The CONTRACTOR shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete, in a good and workmanlike manner, the work required for:

DEPOT ROAD PEDESTRIAN PATH EXTENSION PROJECT NO. 8389

SPECIFICATIONS

The Specifications for this project are the General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" Adopted April 1, 2016 (SSRB); "Supplemental Specifications and Recurring Special Provisions" Adopted January 1, 2017; "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), Village of Gurnee "Municipal Code" and Illinois Building Code and Ordinance as amended by the Village of Gurnee by Ordinance, latest editions effective upon the date of the bid opening, which are made part of these documents by reference. In case of conflict between these Specifications, the most restrictive requirement shall be binding.

COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The Plans, Specifications, and Special Provisions are intended to describe a complete scope of work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, measured or calculated dimensions will govern over scaled dimensions; Plans will govern over Specifications; and Special Provisions will govern over both Plans and Specifications. Detailed construction plans will govern over standard plans. The CONTRACTOR shall take no advantage of any apparent error or omission in the Plans and Specifications and the Engineer shall be permitted to make such corrections and interpretations as may be necessary for the fulfillment of the intent of the Plans and Specifications. The decision of the Engineer in the case of any errors or omissions shall be final.

EXAMINATION OF SITE AND SPECIFICATIONS

Bidders shall make a careful examination of the site of the proposed work, Bid Documents, Specifications, and Contract Form before submitting a Proposal. They shall fully inform themselves as to the quality and quantity of materials required and the character of the work, and they shall further investigate the location and make a careful examination of the sources of supply for materials.

The plans are intended to provide a generalized scope of the work to be done and in no way shall be deemed to be complete, comprehensive, or limiting the area of the work to be performed.

The Village of Gurnee, as Owner, and its agents assumes no responsibility whatever in respect to the sufficiency or accuracy of this information and there is no guaranty, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the work or that unanticipated situations may not occur.

The Owner reserves the right to add, delete, or modify as it deems fit, the locations and amounts of work to be done. If their bid is accepted, they will be responsible for all errors in their Proposal resulting from their failure or neglect to comply with these instructions. The Owner will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.

DELIVERY OF PROPOSALS

Proposals shall be delivered in person to the place and by the time specified in the Notice to Bidders. Bids delivered after the time stated will not be accepted nor opened. Submit each Proposal in a sealed envelope including the bidders' company name and plainly marked:

“Depot Road Pedestrian Path Extension”
“PROJECT # 8389”

FAIR EMPLOYMENT PRACTICES

In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the CONTRACTOR, his subcontractors, suppliers of materials or services to the CONTRACTOR or his subcontractors, or any labor organizations furnishing skilled or unskilled labor to the CONTRACTOR or his subcontractors.

MUNICIPAL REFERENCES, EQUIPMENT, SUPERINTENDENT, SUBCONTRACTOR, SUPPLIER RESUMES REQUIRED

Prior to award, the apparent low bidder shall furnish to the Owner the following information:

1. Three (3) municipal references of completed contract work of a similar nature, including the name of the municipality, the dollar value of the work, and names and telephone numbers of the municipal officials in responsible charge of the completed contracts.
2. A complete List of the Bidder's Labor Force to be employed on this Contract, including their construction specialties.
3. The Name of the Full Time Superintendent assigned to this contract to represent the CONTRACTOR.
4. A List of All Subcontractors proposed to be employed for this contract.
5. A complete List of the Equipment owned or currently leased by the bidder to be used in construction of this improvement.
6. A List of all Material Suppliers with addresses, telephone numbers, and contact names.

Failure to submit any of the above items may result in disqualification of the bid as incomplete.

SELECTION OF BIDDER

The Owner reserves the right to govern selection of a bidder in accordance with the work to be done; equipment and qualified labor and superintendence to be furnished; experience; resources; and the lowest priced responsible and complete bid. The Owner reserves the right to waive any or all technicalities, to reject any or all bids, and to make an award in the best interest of the Village.

CONTRACT BOND REQUIRED

The successful bidder, prior to the execution of the Contract by the Owner, shall furnish to the Owner a surety bond in the sum equal to the full amount of the Bid, in the form of a Contract Bond. All proposals shall be submitted on the basis of furnishing this bond executed by a corporate surety company licensed to do business in the State of Illinois. The costs of executing the Contract, furnishing the Contract Bond and Proof of Insurance, and other documents required, including all Notarial fees and expenses, are to be paid by the Bidder to whom the award is made. The cost of same shall be included in the total amount bid, with no extra compensation paid by the Owner.

RETURN OF PROPOSAL GUARANTY

The proposal guaranty of the successful bidder will be retained until the Owner has accepted the CONTRACTOR'S executed Contract, Contract Bond, Proof of Insurance, and executed the Contract. The Proposal guaranties of the two next lowest apparent bidders will also be retained until the Contract has been executed by the Owner.



Route Depot Road Ped Path
County Lake
Local Agency Village of Gurnee
Section Gurnee # 8389

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name) _____ (Company Name) _____
By: _____ (Signature and Title) By: _____ (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety) _____ By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____ (Notary Public)

ELECTRONIC BID BOND

[] Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code (grid)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

**VILLAGE OF GURNEE
PROPOSAL**

Municipality: VILLAGE OF GURNEE

Road District WARREN

County LAKE

Project No. 8389

1. Proposal of (Bidders Legal Name): _____ for the improvements of said section by the construction of the **DEPOT ROAD PEDESTRIAN PATH EXTENSION**, which includes: the installation of approximately 215 feet of HMA pedestrian path 8' feet wide, 75 feet of 12" RCCP storm sewer pipe, and all other work necessary to complete the improvements.
2. The specifications for the proposed work are those prepared by **the Village of Gurnee, Engineering Division, 325 N. O'Plaine Road, Gurnee, Illinois 60031.**
3. The specifications referred to herein are those prepared by the Illinois Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions contained in this proposal.
5. The undersigned agrees to complete the work by April 15th, 2020 unless additional time is granted in accordance with the specifications.

6. Accompanying this proposal is either a bid bond on **Village** form or a proposal guarantee check in the amount of **five percent (5%)** of the bid complying with the specifications, made payable to **the Village of Gurnee**. The amount of the check is _____ (\$_____).
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the bid bond or proposal guarantee check shall be forfeited to the awarding authority.
8. Each pay item should have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
13. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES

(For complete information covering these items, see plans and specifications)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	EARTH EXCAVATION	C.Y.	45		
2	AGGREGATE BASE COURSE, TYPE B, 6"	S.Y.	210		
3	UNSUITABLE SUBGRADE EXCAVATION, CA-1 REPLACEMENT	C.Y.	5		
4	UNSUITABLE SUBGRADE EXCAVATION, CA-6 REPLACEMENT	C.Y.	5		
5	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	35		
6	PAVEMENT PATCHING – CLASS D, SPECIAL	S.Y.	8		
7	SIDEWALK REMOVAL	S.F.	75		
8	PAVEMENT REMOVAL	S.Y.	8		
9	P.C.C. SIDEWALK	S.F.	75		
10	DETECTABLE WARNING TILES	EA.	4		
11	COMBINATION CURB & GUTTER REMOVAL	FOOT	25		
12	P.C.C. SWALE REMOVAL	EACH	1		
13	COMB. CONC. CURB & GUTTER, TYPE B-6:12	FOOT	25		
14	STORM SEWER, 12" RCCP, TY. 1, CLASS III	FOOT	75		
15	INLET TYPE-A, 24" DIA., OPEN LID	EA.	1		
16	RCCP FLARED END SECTION, 12" DIA.	EA.	3		
17	TRENCH BACKFILL	CY	5		
18	TEMPORARY EROSION CONTROL BLANKET	S.Y.	85		
19	TOPSOIL PLACEMENT 4", SEEDING AND BLANKET	S.Y.	85		
20	PERIMETER EROSION BARRIER (SILT FENCE) INSTALLATION AND REMOVAL	LF	200		
21	P.C.C. CONCRETE RETAINING WALL – HEADWALL	EA.	1		
22	THERMOPLASTIC PVM. MARKING, 12" LINE	FOOT	66		
23	TRAFFIC CONTROL AND PROTECTION	L.S.	1		
24	5 FOOT TALL ORNAMENTAL STEEL FENCE	FT	15		
25	GRADING AND SHAPING OF DITCHES	S.Y.	75		
BIDDER'S PROPOSAL FOR MAKING ENTRIE IMPROVMENTS =					

(Is an individual)

Signature of Bidder

Business Address

(If a partnership)

Firm Name)

Signed By)

Business Address)

Insert Names and Addresses of All Partners)

(If a corporation)

Corporate Name)

Signed By)

Business Address)

Insert Names of Officers)

President: _____

Secretary: _____

Treasurer: _____

Attest: _____

Secretary

Special Provisions

The following Special Provisions **supplement** the "Standard Specifications for the Road and Bridge Construction" (SSRB), adopted April 1, 2016 the "Standard Specifications for Traffic Control Items" and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids and the "Standard Specifications for Water and Sewer Main Construction". These special provisions included herein apply to and govern the proposed improvement designated under Project #8389 and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

INDEX OF INCLUDED SPECIAL PROVISIONS

The following Index is provided for the Bidder's convenience only. Bidders are to thoroughly read each Special Provision and familiarize themselves with their content.

SP. #	Description
1.	CONSTRUCTION TIME FRAME
2.	TRENCH BACKFILL
3.	AGGREGATE BASE COURSE, TYPE B, 6 INCH, SPECIAL
4.	TOPSOIL PLACEMENT, 4" WITH SEED AND BLANKET
5.	GRADING AND SHAPING OF DITCHES
6.	PAVEMENT PATCHING – CLASS D, SPECIAL
7.	P.C.C. RETAINING WALL – HEADWALL
8.	5 FOOT TALL ORNAMENTAL STEEL FENCE

1. CONSTRUCTION TIME FRAME

The work shall be finished prior to April 15th, 2020. This includes final surface and landscaping. If the asphalt plants do not open by this time and all work has been completed up to the Hot Mix Asphalt surface, special consideration may be given to complete work after project deadline without liquidated damages. If the CONTRACTOR has not shown the ENGINEER or OWNER progress towards completing the project, liquidated damages will be implemented if the deadline is not met. Unfavorable weather will also play a role in extending the contract deadline and/or implementing liquidated damages to the CONTRACTOR. The project may start as soon as contracts and bonds have been signed and proper insurance has been submitted. The OWNER may cancel the project at any time prior to April 15th, 2020.

2. TRENCH BACKFILL

This work shall consist of furnishing, placing, and compacting trench backfill as indicated on the plans, as directed by the ENGINEER or OWNER, and in accordance with Section 701 of the Highway Standards.

Excavations three (3) feet beyond paved surfaces shall be backfilled with earth and compacted. Excavations three (3) feet and less from paved surfaces shall be backfilled with trench backfill, and shall extend up to match the grade of all surrounding areas. Aggregate shall be IDOT CA-6 or CA-7, from a source approved by the OWNER.

This work shall be paid for at the contract unit price per Cubic Yard for TRENCH BACKFILL, which price shall include all labor, equipment, and materials necessary to perform the work as specified.

3. AGGREGATE BASE COURSE, TYPE B, 6", SPECIAL

This work shall be in accordance with Section 351 and as herein modified. The aggregate base course shall be placed upon the completed Porous Granular Embankment to achieve the final lines and grades as indicated on the plan drawings or as directed by the Engineer. The aggregate shall be gradation CA-6 crushed stone compliant exclusively with Section 1004.01(a)(4). Crushed concrete shall not be allowed. Final grade of the aggregate shall be established utilizing general equipment per Article 1101.05.

This work will be paid at the contract unit price per Square Yard for AGGREGATE BASE COURSE, TYPE B, 6", SPECIAL.

4. TOPSOIL PLACEMENT 4", SEEDING AND BLANKET

This work shall consist of furnishing pulverized topsoil, placement of topsoil, seeding and placement of an erosion control blanket in compliance with the requirements of Section 211,

Section 250 and Section 251 of the Standard Specifications for Road and Bridge Construction. Topsoil shall conform to Article 1081.05(a) and as herein modified.

The CONTRACTOR shall remove any excess excavation and spread four inches (4") minimum of topsoil, seed and install erosion control blanket on all disturbed areas in accordance with Sections 250 and 251 of the Standard Specifications. Topsoil placement shall be in such a manner to establish positive drainage and conform to the design line and grades to create a smooth transition to the existing grade of the adjacent area. No seed shall be placed until the topsoil placement has been inspected and approved by the Engineer.

Seeding mixture shall be a Class 1 – Lawn Mixture as indicated in Table 1 of Section 250. Fertilizer shall be applied at the rate as indicated in Article 250.04 for the entire area to be seeded. All seeded areas shall be covered with erosion control blanket as specified. Blanket shall be Futerra® EnviroNet™ ECB or an approved equal. The blanket shall be secured with biodegradable stakes placed per the manufactures recommendations.

After the restored areas have gone through one winter, the CONTRACTOR shall, in early spring, fill any depressions with topsoil and reseed and mulch areas where grass has not taken hold, and repeat such operations until a complete grass cover has been established and approved by the Engineer.

This work described above shall be paid for at the Contract Unit Price per Square Yard for TOPSOIL PLACEMENT 4", SEEDING AND BLANKET which includes furnishing and placing topsoil, seeding, fertilizer nutrients, and blanket as specified.

5. GRADING AND SHAPING OF DITCHES

This work consists of furnishing labor, material and equipment for the grading and shaping of ditches to maintain or establish proper drainage along the roadway ditches adjacent to the utility improvements. This work shall be done at the direction of the Engineer and shall be in accordance with (SSRB) Section 202. Excavation and disposal and/or fill material for this pay item shall be considered incidental to the GRADING AND SHAPING OF DITCHES. Once GRADING AND SHAPING OF DITCHES is complete, the elevation of the graded area shall be 4" below final grade in order to accept 4" of topsoil placement to achieve proposed final grades on the plans. The 4" topsoil will be paid separately under pay item TOPSOIL PLACEMENT 4", SEEDING AND BLANKET.

This work shall be paid for at the contract Unit Price per SQUARE YARD for GRADING AND SHAPING OF DITCHES.

6. PAVEMENT PATCHING – CLASS D, SPECIAL

This work shall consist of pavement removal, off-site disposal, and HMA patching in accordance with Section 442 of the Standard Specifications and as herein specified. Pavement patching shall not be designated by type.

The Engineer shall field mark the limits of the patch (minimum of 18 inches in width) and the contractor shall neatly saw cut all edges of the patch. The contractor shall remove the existing pavement to the depth specified. The bottom lift of the patch shall be constructed with an approved HMA mixture in compliance with the requirements of Section 442.02. The top lift shall consist of a 1-1/2”-inch compacted HMA surface course, N50, and shall transition to grade of the adjacent surface maintaining positive drainage. The thickness of the patch will match existing pavement cross-section but shall be a minimum of 4 inches in depth.

The CONTRACTOR must demonstrate that a neat straight line and vertical face hole can be accomplished with the removal technique; the method shall be approved by the Engineer.

Any saw cutting and prime coat necessary shall be included in the cost of the Pavement Patching Item.

This work shall be paid for at the Contract Unit Price per Square Yard for PAVEMENT PATCHING – CLASS D, SPECIAL.

7. P.C.C. RETAINING WALL – HEADWALL

This work shall consist of furnishing labor, materials, equipment, and everything necessary to complete construction of the P.C.C. RETAINING WALL – BOX CULVERT. This work shall be done at the direction of the Engineer and shall be in accordance with (SSRB) Section 503.

The CONTRACTOR shall frame and pour the retaining wall according to the P.C.C. RETAINING WALL – HEADWALL detail within the contract documents. The CONTRACTOR shall call for a pre-pour inspection to the ENGINEER to verify framing and rebar is according to the detail. The intent of the wall is to raise the grade adjacent to the pedestrian path to create a maintainable slope.

This work shall be paid for at the Contract Unit Price per EACH for P.C.C. RETAINING WALL – BOX CULVERT.

8. 5 FOOT TALL ORNAMENTAL STEEL FENCE

This work shall consist of furnishing labor, materials, equipment, and everything necessary to install a Montage Plus, Welded Ornamental Steel Fence – Majestic style Standard, 2-Rail Panels, or an approved equal by the Village Engineer.

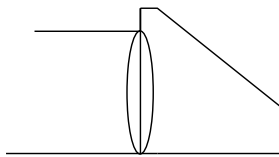
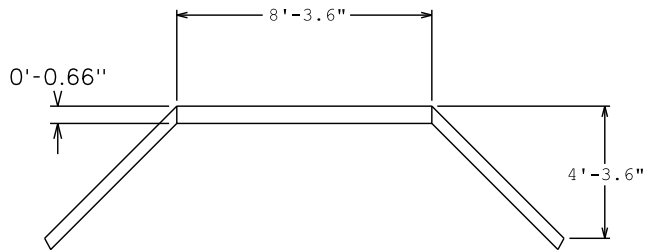
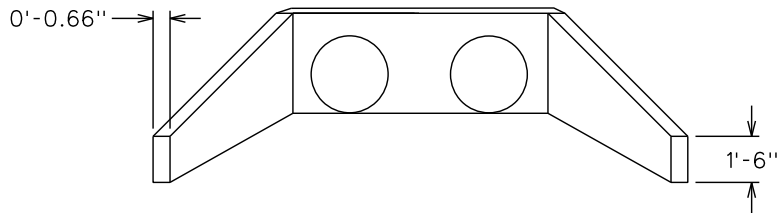
The CONTRACTOR shall install the fence on top of the P.C.C. RETAINING WALL – BOX CULVERT after 7-Day curing period for the concrete retaining wall. The fence shall be installed according to the manufactures specifications.

This work shall be paid for at the Contract Unit Price per FOOT for 5 FOOT TALL ORNAMENTAL STEEL FENCE.

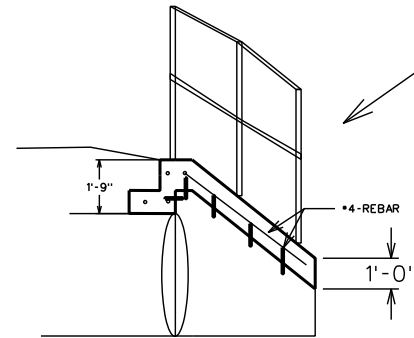
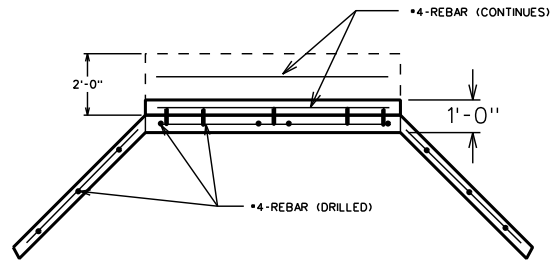
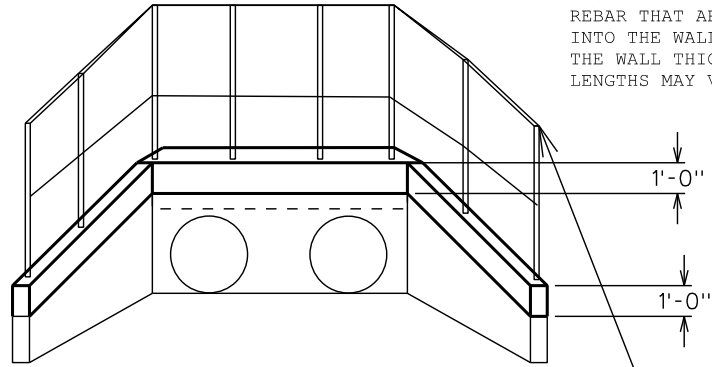
EXISTING

PROPOSED

NOTE:
 REBAR THAT IS PLACED HORIZONTALLY AND VERTICALLY IN THE RETAINING WALL NEEDS TO BE A MINIMUM OF #4 REBAR (1/2 INCH). THE COVER REQUIRED FOR THE REBAR IS 2 INCHES FROM THE FOUNDATION'S WALLS. REBAR THAT ARE DRILLED MUST BE EPOXIED INTO THE WALL (MINIMUM DEPTH IS HALF THE WALL THICKNESS). DRILLED REBAR LENGTHS MAY VARY.



HEADWALL



1.0 FT TALL RETAINING WALL
 ON TOP OF HEADWALL

FENCE



MONTAGE PLUS[®]

WELDED ORNAMENTAL STEEL FENCE



FENCE PRODUCTS

AMERISTARFENCE.COM | 888-333-3422

ASSA ABLOY, the global leader in door opening solutions

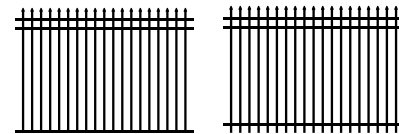
AMERISTAR[®]

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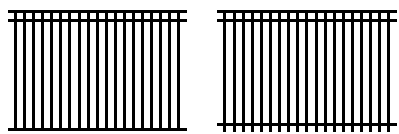
CLASSIC™

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard or 3" Pet, Pool & Play Picket Air-Space



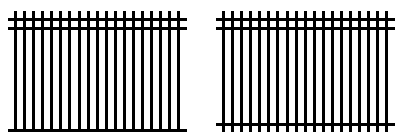
MAJESTIC™

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard or 3" Pet, Pool & Play Picket Air-Space



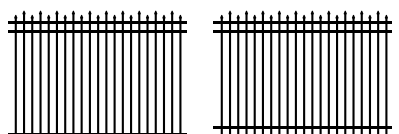
GENESIS™

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard or 3" Pet, Pool & Play Picket Air-Space



WARRIOR™

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard Picket Air-Space



POOL, PET & PLAY™

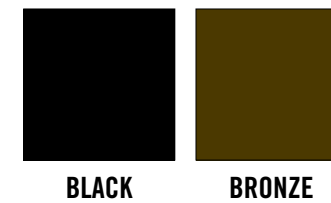
- Improved Panel Strength & Durability
- Increased Safety & Security for Children & Pets



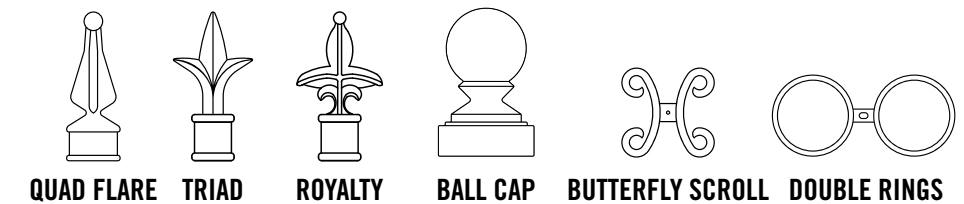
GATE OPTIONS

- MONTAGE PLUS® SWING GATES
- MONTAGE PLUS® ARCHED GATES
- ESTATE® STEEL ENTRY GATES
- TRANSPORT® CANTILEVER GATES
- PASSPORT® ROLL GATES

COLOR OPTIONS



ADORNMENTS



PICKETS	RAILS	POSTS
¾"sq. x 18 ga.	1½" x 1½" x 14 ga.	2½" x 16 ga.



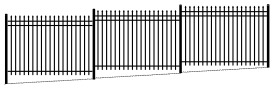
20 Year Warranty backed by proven excellence for over 30 years



Montage Plus is manufactured from nearly 96% recycled steel

PROFUSION WELDING

- Superior Strength
- No Visible Rivets or Screws
- Design Allows Panels to Follow the Grade



Stair-stepping panels



Fully rakeable panels



ECOAT FINISH

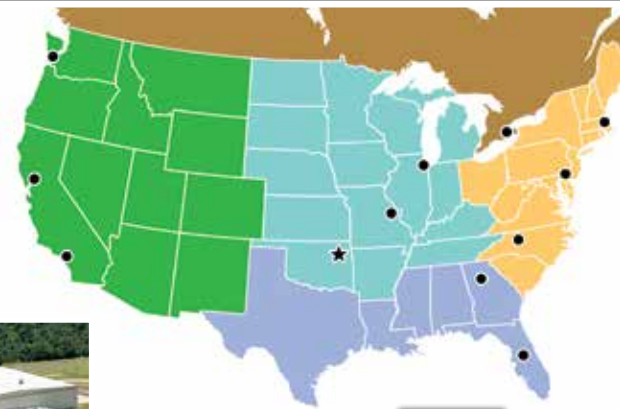
- Protection Inside and Out
- Maintenance-Free Finish
- Long-Term Durability



-  Acrylic Topcoat
-  Epoxy Primer
-  Zinc Phosphate
-  Galvanic Zinc



Ameristar's world headquarters, manufacturing & coil processing facilities in Tulsa, Oklahoma, USA.



LEGEND

- ★ Ameristar Headquarters
- Sales & Service Centers



Part #9820 | Revised 02/2014



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