



**VILLAGE OF GURNEE  
PUBLIC WORKS MATERIAL BIN  
RECONSTRUCTION PROJECT 2024**

**Bid Opening: July 25, 2024**

**Time: 10:00 A.M.**

**Place: 1151 Kilbourne Rd**

**Gurnee, Illinois 60031**

**(847) 599-6800**

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**VILLAGE OF GURNEE**  
**NOTICE TO BIDDERS**

Municipality: **VILLAGE OF GURNEE**  
Road District **WARREN**  
County **LAKE**  
Project No. **N/A**

**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, Public Works, 1151 Kilbourne Road, Gurnee, Illinois 60031**, until **10:00 A.M., July 25, 2024**. Proposals will be opened and read publicly at that time.

**DESCRIPTION OF WORK:**

**“Village of Gurnee Public Works Material Bin Reconstruction Project 2024”**

**LOCATION:**

The project is located at 1151 Kilbourne Road, Gurnee, Illinois 60031.

**PROPOSED IMPROVEMENT:**

Work will include construction of a material bin storage structure composed of foundation, concrete walls, steel beams, roofing, lighting, electrical panel removal and replacement, pavement removal and replacement, etc.

**BIDDERS INSTRUCTIONS:**

1. Plans and bid documents will be online at <https://www.gurnee.il.us/government/transparency-portal/bids-rfps> or by request, via email to [publicworks@village.gurnee.il.us](mailto:publicworks@village.gurnee.il.us).
2. It will be the bidder’s responsibility to verify any addenda via the Village’s website. Addenda will be posted to the Village’s Transparency Portal.
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

**VILLAGE OF GURNEE**  
**PROPOSAL**

Municipality: VILLAGE OF GURNEE

Road District WARREN

County LAKE

Project No. N/A

1. Proposal of (Bidders Legal Name): \_\_\_\_\_ for the **Village of Gurnee Public Works Material Bin Reconstruction Project 2024**, which the contract is based on lump sum pricing for amount not to exceed \$ \_\_\_\_\_ dollars.
2. The specifications for the proposed work are those prepared by **the Village of Gurnee Public Works, 1151 Kilbourne Road, Gurnee, Illinois 60031** in collaboration with Holabird & Root and IMEG Corp.
3. The specifications referred to herein are the notes on the Plans, the General Conditions of the Contract, 2012 International Building Code, 2012 International Mechanical Code, 2012 International Fuel Gas Code, 2012 International Fire Code, 2012 International Wildland Urban Interface Code, State of Illinois Plumbing Code, 2002 National Electric Code, Illinois Accessibility Code, ADA Accessibility Guidelines for Buildings and Facilities, Village of Gurnee Zoning Ordinance and the Village of Gurnee Municipal Code, 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.
4. The undersigned agrees to accept, as part of the contract, the applicable Specifications, General Conditions of the Contract and any Special Provisions contained in this proposal.
5. The undersigned agrees to start work only upon receiving a “Notice to Proceed” letter from the Village of Gurnee for each year under contract.

6. The undersigned agrees to complete the work by **April 30, 2025** unless additional time is granted in accordance with the specifications.
7. The undersigned agrees to liquidated damages at a rate of \$750 per day for failure to complete the work in readiness for final payment by **April 30, 2025**.
8. The pay items shall consist of one lump sum that includes an allowance for poor soils as described in the notes on the plans.
9. 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.
10. The undersigned submits herewith the “Schedule of Unit Prices” covering the work to be performed under this contract. (Page P-3)
11. The following documents are submitted with and made a condition of this Proposal:
  - a. Required Bid Security;
  - b. List of Proposed Subcontractors;
  - c. List of Proposed Suppliers;
  - d. List of References
  - e. Performance Bond
  - f. Payment Bond

## **BID BOND**

<p><b>Bidder</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: Village of Gurnee Public Works</p> <p>Address <i>(principal place of business)</i>:  1151 Kilbourne Road  Gurnee, IL 60031</p>	<p><b>Bid</b></p> <p>Project <i>(name and location)</i>:  Village of Gurnee Public Works  Material Bin Reconstruction Project 2024</p> <p>Bid Due Date: July 25, 2024</p>
<p><b>Bond</b></p> <p>Penal Sum: _____</p> <p>Date of Bond: _____</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <hr/> <p><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <hr/> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.







# PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: Village of Gurnee Public Works</p> <p>Mailing address (<i>principal place of business</i>):          1151 Kilbourne Rd          Gurnee, IL 60031</p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):          Village of Gurnee Public Works          Material Bin Reconstruction Project 2024</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><small>(Date of Bond cannot be earlier than Effective Date of Contract)</small></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<small>(Full formal name of Contractor)</small>	<small>(Full formal name of Surety) (corporate seal)</small>
By: _____	By: _____
<small>(Signature)</small>	<small>(Signature)(Attach Power of Attorney)</small>
Name: _____	Name: _____
<small>(Printed or typed)</small>	<small>(Printed or typed)</small>
Title: _____	Title: _____
Attest: _____	Attest: _____
<small>(Signature)</small>	<small>(Signature)</small>
Name: _____	Name: _____
<small>(Printed or typed)</small>	<small>(Printed or typed)</small>
Title: _____	Title: _____
<p><small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the

Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: [NONE]

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Village of Gurnee Public Works Mailing address <i>(principal place of business)</i> : 1151 Kilbourne Rd Gurnee, IL 60031	<b>Contract</b> Description <i>(name and location)</i> : Village of Gurnee Public Works Material Bin Reconstruction Project 2024  Contract Price: Effective Date of
<b>Bond</b> Bond Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b>	<b>Surety</b>
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.



- 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: [NONE]

## **INSTRUCTIONS TO BIDDERS**

### **SCOPE OF WORK**

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

### **VILLAGE OF GURNEE PUBLIC WORKS** **MATERIAL BIN RECONSTRUCTION PROJECT**

### **SPECIFICATIONS**

The Specifications for this project are the notes on the Plans, the General Conditions of the Contract, 2012 International Building Code, 2012 International Mechanical Code, 2012 International Fuel Gas Code, 2012 International Fire Code, 2012 International Wildland Urban Interface Code, State of Illinois Plumbing Code, 2002 National Electric Code, Illinois Accessibility Code, ADA Accessibility Guidelines for Buildings and Facilities, Village of Gurnee Zoning Ordinance and the Village of Gurnee Municipal Code, 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.

### **SPECIAL PROVISIONS**

The Special Provisions supplement, add to or revise the Specifications. In case of conflict with any part or parts of the Standard Specifications, the Special Provisions shall take precedence and shall govern.

### **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, 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. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site and shall check-in with the front desk for security purposes.

### **DELIVERY OF PROPOSALS**

Proposals shall be delivered 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 plainly marked **“Village of Gurnee Public Works Material Bin Reconstruction Project”**.

### **OPENING PROPOSALS**

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

### **PREVAILING WAGE PROVISIONS**

This contract calls for the construction of “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

### **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.

## **REFERENCES, SUPERINTENDENT, SUBCONTRACTOR, SUPPLIER RESUMES REQUIRED**

Prior to award, the apparent low bidder may be requested to furnish to the Owner the following information:

1. Three (3) references of completed contract work of a similar nature, including the name of the employer, the dollar value of the work and names and telephone numbers of the persons in charge of the completed contracts.
2. The Name of the Full Time Superintendent assigned to this contract to represent the CONTRACTOR.
3. A List of All Subcontractors to be employed for this contract.
4. 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 best value to the Village of Gurnee 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.

## **EXECUTION OF CONTRACT**

The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract and Proof of Insurance to the Owner within fifteen (15) calendar days after Notice of Award has been received by them from the Owner.

## **FAILURE TO EXECUTE CONTRACT**

Failure by the Bidder to furnish the Owner with an executed Contract or Proof of Insurance within fifteen (15) calendar days shall be just cause for annulment of the award.

## **INTERPRETATIONS AND ADDENDA**

Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents. Bidder shall submit all questions about the meaning or intent of the Bidding Documents to the Director of Public Works in writing via email to [PublicWorks@Village.Gurnee.IL.US](mailto:PublicWorks@Village.Gurnee.IL.US).

Interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda delivered to all registered plan holders and posted on the Village's website. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **BID SECURITY**

A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of and in the form included titled "Bid Bond"(pg BB-1).

The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## **SALES AND USE TAXES**

Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **CONTRACTOR'S INSURANCE**

The CONTRACTOR shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on 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, Worker's Compensation Insurance for all employees employed at the site of the project; and, in case any work is sublet, the CONTRACTOR shall require all subcontractors similarly to provide Worker'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 Worker's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide Worker's Compensation Insurance for the protection of 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 the CONTRACTOR 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 the CONTRACTOR 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                      \$1 million combined single limit

Automobile Bodily Injury Liability/Property Damage                      \$1 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 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 including the Village as an additional insured.



### **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 unless otherwise specified. 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 Plans, Specifications and Special Provisions.

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, 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 their 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.

### **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 persons expert in their respective branches of work shall be employed by the CONTRACTOR.

### **EXISTING FACILITIES**

The Contractor shall protect from damage all existing facilities, fixture and equipment liable to injury by his/her operations and shall, at their own expense, make good all such damages to the satisfaction of the OWNER.

The Contractor shall clean and maintain all work areas adjoining the project site free from all construction debris at all times. The Contractor is also responsible for the immediate removal of debris from adjacent work areas caused by construction traffic entering and leaving the project area. All access shall be maintained to all existing facilities including, but not limited to the salt dome, fuel island, liquids facilities, buildings, etc. within the Public Works property throughout construction. Snow and ice control operations shall not be impeded by vehicles, equipment, materials, construction activity, etc. on site.

### **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**

Building permits shall be obtained by the Village of Gurnee as the OWNER. The CONTRACTOR shall furnish the Village of Gurnee with all requested information to obtain permits. Additional time may be granted to the CONTRACTOR if unforeseen delays are encountered during the permit acquisition process causing delay to the proposed work schedule.

### **ORDINANCES**

The CONTRACTOR shall 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 their

employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

### **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 damage to any 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 work.

The CONTRACTOR shall protect, restore and make good, as may be necessary, all buildings, foundations and fences damaged 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 OWNER'S 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 or as a result of the work on this Contract.

### **CLAIMS**

The CONTRACTOR agrees to save and hold harmless the OWNER and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of, the use of the Public Works facility or resulting from the excavations, openings, obstructions or defects that may be made or left within the site 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, judgment 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 judgment 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 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 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.

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.

### **TERMS OF THE CONTRACT**

The CONTRACTOR shall commence the contract work upon receipt of a "Notice to Proceed" and shall complete performance of the work of this contract by April 30, 2025 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be made by the OWNER

and/or Engineer upon inspection of the completed work, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the contract documents. This Contract may be terminated by the Village of Gurnee or by the CONTRACTOR for default in the performance of the Contract duties as described in the contract documents upon thirty (30) day's written notice.

Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Contract Proposal.

### **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 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 its own expense, store and be responsible for material 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 there be 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**

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 whatsoever 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 payments 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.

### **J.U.L.I.E.**

The Contractor is to call J.U.L.I.E. (1-800-892-0123 or 811) 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 Public Works Director at 847-599-6800 prior to starting work.

## **PROTECTION OF EXISTING UTILITIES AND FACILITIES**

### **EXISTING UTILITIES:**

- A. 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 Prices for the items specified.
- B. 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, paving, catch basins, manholes, drains, pavement, utilities, landscaping, 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 works areas at all times.

The CONTRACTOR shall restore all parts of the site that are disturbed by the construction back to the same or better condition as existed prior to construction.

## **CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE**

CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. OWNER is entitled to rely on CONTRACTOR'S warranty and guarantee.

OWNER'S rights under this warranty and guarantee are in addition to, and are not limited by, OWNER'S rights under the correction period provisions. The time in which OWNER may enforce its warranty and guarantee rights under this Paragraph is limited only by applicable Laws and

Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period:

1. OWNER shall give CONTRACTOR written notice of any defective Work within 60 days of the discovery that such Work is defective; and
2. Such notice will be deemed the start of an event giving rise to a Claim, such that any related Claim must be brought within 30 days of the notice.

CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents, or a release of OWNER'S warranty and guarantee rights under this Paragraph:

1. Observations by ENGINEER;
2. Recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. Use or occupancy of the Work or any part thereof by OWNER;
5. Any review and approval of a Shop Drawing or Sample submittal;
6. The issuance of a notice of acceptability by ENGINEER;
7. The end of the correction period established;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by OWNER.

If the Contract requires the CONTRACTOR to accept the assignment of a contract entered into by OWNER, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CONTRACTOR'S performance obligations to OWNER for the Work described in the assigned contract.

The CONTRACTOR shall warrant all work performed for a period of one (1) year from the date of final acceptance in writing by the OWNER. 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 OWNER.

### **CORRECTION PERIOD**

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), OWNER gives CONTRACTOR written notice that any Work

has been found to be defective, or that CONTRACTOR'S repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by OWNER, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

OWNER shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work.

If, after receipt of a notice of defect within 60 days and within the correction period, CONTRACTOR does not promptly comply with the terms of OWNER'S written instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CONTRACTOR shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). CONTRACTOR'S failure to pay such costs, losses, and damages within 10 days of invoice from OWNER will be deemed the start of an event giving rise to a Claim, such that any related Claim must be brought within 30 days of the failure to pay.

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

CONTRACTOR'S obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **PERFORMANCE AND PAYMENT BONDS**

CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of



CONTRACTOR'S obligations under the Contract. These bonds must remain in effect until one year after the date when final payment is authorized or until completion of the correction period, whichever is later.