

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

BID PACKAGE

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THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

INVITATION FOR BIDDER'S PROPOSALS

OWNER: The City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

The City received a grant from State of Illinois and the following must be followed to meet the grant requirements:

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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ILLINOIS WORKS JOBS ACT

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

ARTICLE XXXIX BUILD AMERICA BUY AMERICA

39.1 As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

39.2 The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

39.3 For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

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THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS to install a new natural trail along the east side of the Three Oaks Recreation Area.

The Work shall be performed at the following Work Site:

5517 Northwest Highway

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's

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Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:30** a.m., local time, March 20, 2025, at Owner's office listed above or electronically through QuestCDN VirtuBid online bidding platform, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Bond; Performance, Payment, and Maintenance Bonds; Insurance**

- A. **Bid Bond**. Each bid must be accompanied by a bid bond, certified check, or cashier's check of not less than five percent (5%) of the total amount Bid, payable to the City of Crystal Lake. The Bid Bond guarantees that the bidder will enter into a contract if selected as the lowest responsive and responsible bidder. If a bidder does not accept the award, the bid bond is forfeited. The bid bond, certified check, or cashier's check must comply with the provisions found in the Illinois Revised Statutes. Checks will be returned to the unsuccessful bidders upon the award of a contract to the successful bidder. The bid bond, certified check, or cashier's check submitted by the successful bidder will be returned upon the execution and acceptance of the contract by the City.

Bids not accompanied by a bid security may be rejected at the City's discretion. If submitting a bid electronically, the bid bond must be forwarded to the City prior to the bid opening date and time. As an option, bid security may be satisfied by filing an Electronic Bid Bond. QuestCDN coordinates with Surety 2000 for the filing of Electronic Bid Bonds. Instructions for filing an Electronic Bid Bond are provided as part of the electronic bid submittal.

- B. **Performance and Payment Bonds**.

Performance bonds guarantee to the City that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the City of Crystal Lake, will be required to submit to the City a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company

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shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

Labor and Material Payment Bonds ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the City of Crystal Lake, will be required to submit to the City a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

- C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

7. Liquidated Damages.

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications unless otherwise identified in the Special Provisions.

DATED this 3rd day of March, 2025.

THE CITY OF CRYSTAL LAKE

By: Michael Wisinski
Public Works Manager

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SPECIAL PROVISIONS

SECTION 1 - GENERAL PROVISIONS

CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the City of Crystal Lake (City), the Contractor shall designate those Pay Items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the Pay Item, times the actual units provided, as physically constructed at the job site, and finally verified by the City. No division of individual Pay Items between the Contractor and Subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the Contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the Subcontractors doing work on the project.

All Subcontractors to be utilized by the Contractor shall provide the City with a Project Specific Certificate of Insurance naming City of Crystal Lake and their designated representatives, if applicable, as additional insured prior to commencement of work by said Subcontractor.

CONTROL OF WORK

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48-hour notice has been provided to the City's Project Manager. The Contractor and/or their sub-Contractor shall contact any resident prior to a temporary loss of access to their house a minimum of 48 hours but not more than 72 hours, prior to the commencement of these activities. The morning of the work, the Contractor will again be required to notify the residents door to door. The Contractor should provide information regarding the anticipated time that full access will be restored. Coordination between activities should allow for work to be done in a timely manner to permit access to the roadway.

Provide clear access to schools during drop off and pick up times. Contractor shall coordinate with Resident Engineer for verification of these times.

CONSTRUCTION OBSERVATION/INSPECTION

Any work performed without the presence of a City's designated representative to inspect said construction shall not be accepted for payment as directed by the City. Contractor shall notify the City a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

City representatives shall be available weekdays for all work within City of Crystal Lake right-of-way or granted easements. City representatives shall be available between the hours of 7:00 p.m. and 6:00 a.m. weekdays for all work taking place within Illinois Department of Transportation right of way. Inspectors will not be available on Saturdays, Sundays and official City of Crystal Lake holidays. Except for work required to maintain warning lights, barricades and other safety/health-related systems, no work within City of Crystal Lake right-of-way shall be performed on Saturdays, Sundays, or on legal holidays, without specific permission of the City. Additionally, no work will be allowed in certain areas of the project on days as specified by the City of Crystal Lake.

City will provide services as needed for construction observation/inspection Monday through Friday, except for official City of Crystal Lake holidays for all work taking place within City of Crystal Lake right-of-way. Should the Contractor work outside these hours, whether by his choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of \$70.00 per hour per inspector for the number of construction observation/inspection hours expended by the City's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended **in each individual day** and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due the City for excess engineering shall be deducted from the project's final application for payment.

EXISTING UTILITIES AND DRAINAGE STRUCTURE LOCATIONS

Not all utilities are shown on the plans and the City does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any other existing utilities or drainage structures. The Contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor is responsible for determining the locations of all utilities on or near the site prior the start of construction. The Contractor shall report to the City any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage.

FAILURE TO COMPLETE WORK ON TIME

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

The substantial completion date for all work associated with this project is September 30, 2025.

The final completion date, including completion of punch list items, for all work associated with this project is October 31, 2025.

EROSION CONTROL AND NPDES COMPLIANCE

The Contractor shall provide all materials, labor, equipment, and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of section 280 of the IDOT Standard Specifications and the attached details, and all requirements set forth in the General NPDES Permit No. ILR10. The

management practices, controls and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

There is an existing lake downstream from the construction areas. Perimeter erosion barrier has been provided on the plans and the Contractor shall ensure best management practices are utilized to protect the existing lake.

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within seven calendar days; except where Construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g., the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on-site must be properly disposed of. All excess concrete material must be disposed of in an approved concrete washout container. NO CONCRETE IS TO BE WASHED INTO THE PARKWAY. The type, size, location, and design of the concrete washout structures may vary but each must be approved prior to use. Concrete washout structures used on this project are considered incidental to the contract and will not be considered for additional payment.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the jobsite, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Engineer, and properly dispose of the material.

SCHEDULING OF WORK

Contractor shall abide by the City of Crystal Lake noise ordinance for all work with the following exception. In certain areas (some commercial and/or industrial areas), the Contractor may be required to work outside of these hours. The City may waive specific requirements of the City of Crystal Lake on an individual case basis.

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third-party utilities shall not be cause for adjustment to the contract sum.

Contractor shall be responsible for providing updated project schedules in the provided format to be submitted each Tuesday by the end of business hours. Schedules shall be completed electronically using the format provided. Schedules shall be completed to the quality and satisfaction of the City.

EXAMINATION OF THE PROJECT SITE

Bidders should carefully examine the project site(s), to eliminate misconceptions, verify dimensions, elevations, working conditions, transportation, and storage facilities. Bidders should give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for their failure to verify conditions at the site.

The bidders shall include existing conditions of the ground slopes, the soil, the vegetation, and the existing lake in their examination of the site.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident(s), from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

Any damage to property outside of what has been asked in these specifications shall be restored to its original state or as directed by the Engineer, at the Contractor's expense.

WORK IN RIGHT-OF-WAY

All work in the public right-of-way shall be done in accordance with the City of Crystal Lake Code of Ordinances and per McHenry County Division of Transportation permitting requirements for work within the limits of Rakow Road and Virginia Road.

PERMITS AND NOTICES

The City of Crystal Lake will issue permits for work on City property and with City right-of-way.

The City shall secure permitting approval from the McHenry County Division of Transportation for work within the Rakow Road and Virginia Road right-of-way limits.

PROPER BACKFILLING

All trenches shall be backfilled, from the bottom of the trench to the centerline of the pipe, with granular backfill or approved native material. The backfill material shall be deposited in the trench for its full width on each side of the pipe simultaneously, distributed evenly by hand, carefully packing the backfill material under the haunches of the pipe and compacted by tamping.

All trenches shall be backfilled, from the centerline of the pipe to a depth of one (1) foot above the top of the pipe, with granular backfill or approved native material compacted by tamping. The Contractor shall use special care in placing this portion of the backfill to avoid injuring or moving the pipes. Ag lime materials will not be allowed for backfill material.

When the type of backfill is not indicated in the plans, or elsewhere specified, the trench shall be backfilled, from one (1) foot above the pipe to the finished grade, with native material, or other materials approved by the Engineer, in twelve (12) inch layers compacted by tamping.

Granular backfill material is required under the trail, access roads, pavements, curbs, driveways, or sidewalks planned to be constructed within one (1) year after backfilling. The area requiring such granular backfill shall be indicated in the plans. Where the excavation is made through or within two (2) feet of permanent pavements, curbs, driveways, or sidewalks, or where such structures are undercut by the excavation, or where such structures may reasonably be expected to be constructed over or within two (2) feet of the excavation within one (1) year after backfilling, the entire backfill to the subgrade of the structures shall be made with granular backfill material, as approved by the Engineer, placed in six (6) inch layers, loose measurement, and compacted to not less than ninety-five (95) percent of standard laboratory density in accordance with the requirements of ASTM Standard D-698.

SAWCUTTING

Work shall consist of sawing existing pavements to such a depth that when the pavement is removed, a clean, neat edge will result with no spalling of the remaining pavement. Saw cutting shall be performed at all locations where pavement is removed and will be replaced, and water shall be used to control dust during sawcutting operations. Contractor shall be responsible for cleaning roadways upon completion of sawcutting operations. This work item shall be considered incidental to construction and no further compensation will be allowed.

SECTION 2 – PAY ITEM SPECIAL PROVISIONS

CLEARING AND GRUBBING

Description

Clearing and grubbing of underbrush, vegetation, and trees is being completed under a separate contract. However, a token quantity of 0.4 acres is included with this contract to remove and dispose of additional underbrush and vegetation as directed by the Engineer. All vegetation shall be disposed of off-site at the Contractor's expense unless otherwise directed by the Engineer. Stumps are not required to be ground.

Tree protection outside of the designated clearing areas is not required, but the Contractor shall take care to minimize damage to the surrounding vegetation to remain. Only the areas designated by the Engineer shall be removed. Any vegetation removed outside of the limits provided by the Engineer will not be paid for.

Construction Requirements

The Contractor shall be responsible for keeping all roadways, sidewalks, and paths clear from debris, dirt, leaves, and brush associated with the clearing and grubbing at no additional cost.

Any roadside disturbed by the Contractor for clearing and grubbing operations must be raked to remove debris and restored with a minimum of 6" of topsoil, Class 2A seeding, and erosion control blanket at no additional cost.

Rakow Road

The Contractor may utilize the north roadside along Rakow Road to store cleared brush before being hauled away. Cleared brush may be stored in the roadside in piles every 200 feet. The Contractor may utilize day-time lane closures on Rakow Road to pick up the removed trees. The Contractor shall use IDOT Standard 701426-09 for lane closures on Rakow Road.

The City will be responsible for providing a message board in advance of the lane closures on Rakow Road. The Contractor must notify the City a minimum of 72 hours in advance of any lane closure on Rakow Road to ensure the City can install the message board in advance of the lane closure.

All removed debris in the north roadside along Rakow Road should be removed by the Contractor within 2 days of placement. All debris in the north roadside along Rackow Road must be removed by 5pm every Friday. No debris shall be stored in the Rakow Road roadside over the weekend.

The Contractor may utilize the existing construction access road on the northside of Rakow Road to store their construction equipment.

Measurement and Payment

This item shall be paid or at the contract unit price per acre for CLEARING AND GRUBBING.

CONSTRUCTION LAYOUT

Description

The Contractor shall be responsible for setting and staking all grades as needed for the duration of the project. Any deviation from the final grading or alignment described in these plans and specifications without written authorization from the City will not be accepted for payment until the Contractor has corrected the construction to the satisfaction of the City. Project shall be constructed as “grade to drain” and must convey all stormwater to approved inlets and structures.

Measurement and Payment

This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

EXCAVATION, GRADING, AND SHAPING (SPECIAL)

Description

This work shall consist of all earth excavation associated with the construction of the proposed trail, access roads, and other related improvements identified in the plans. All work under this pay item shall be completed in accordance with Sections 202, 204, 205, 211 and 212 of the IDOT Standard Specifications.

Removal and disposal of unsuitable material, including existing riprap, and any material haul off necessary will be considered incidental to this pay item.

Removal and disposal of existing tree stumps may be required. The Contractor shall determine the means and methods for removal and disposal of existing tree stumps. This work will be considered incidental to this pay item.

Per the earthwork summary table shown in the plans, this project is anticipated to have 3,265.1 cubic yards of earth excavation, 7,426.4 cubic yards of fill, and a borrow need of 4,389.8 cubic yards. All work necessary to achieve the earth excavation, fill, and borrow quantities is included in this pay item.

Measurement and Payment

This work will be paid for at the contract unit price per lump sum for EXCAVATION, GRADING, AND SHAPING (SPECIAL).

TOPSOIL FURNISH AND PLACE, 4"
SEEDING, CLASS 4
SEEDING, CLASS 5A
EROSION CONTROL BLANKET

Description

This work shall consist of repairing disturbed areas due the construction of the proposed trail, construction entrances and related work. This work shall conform to Sections 211, 250, and 251 the IDOT Standard Specifications.

Construction Requirements

Disturbed areas to be provided with 4" of topsoil and seeding other than areas where rip rap or trail are shown. Seeding material shall be indigenous to McHenry County and as indicated on the plans (IDOT Class 4 seed mix), meet with the requirements of Article 1081.04. Topsoil material shall be indigenous to McHenry County, meet with the requirements of Article 1081.05 of the Standard Specifications, and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and erosion control blanket on prepared seedbed in accordance with IDOT Section 250 and Section 251 in so far as said sections apply. Erosion control blankets must be installed at all disturbed areas and meet with the requirements of Article 1081.10 of the Standard Specifications.

It is anticipated that additional areas will require restoration due to construction traffic patterns, construction staging areas and other means and methods selected by the contractor to complete the work. Additional compensation will not be provided for additional restoration area that exceeds what is indicated on the plans.

An additional native planting area (1,700 sq yd) beyond the limits of grading for the proposed trail is shown on the plans near Dartmoor Drive. This area will require stripping of the existing topsoil, which shall be included in the lump sum price for EXCAVATION, GRADING, AND SHAPING (SPECIAL). Once the topsoil is stripped, this area will require TOPSOIL FURNISH AND PLACE, 4", SEEDING, CLASS 5A, and EROSION CONTROL BLANKET for the limits shown on the plans.

All seeded areas shall be maintained for at least 30 days after application. Seeding that is required by the City after October 10th must meet the following guarantee the following spring. Scattered bare spots no larger than 0.25 square feet (6-inch x 6-inch) will be allowed up to a maximum of 5 percent of any seeded area including 30-day maintenance and mowing. Any locations seeded that do not have a minimum of 75 percent growth coverage within 30 days of the original seeding application shall be over-seeded with another application of the same seed used in the first application and shall be considered incidental to this pay item.

Measurement and Payment

Topsoil, seeding, and erosion control blanket shall be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 4", SEEDING, CLASS 4, SEEDING, CLASS 5A and EROSION CONTROL BLANKET. Additional compensation for area outside of what is shown on plans shall only be authorized if directed by the City or Engineer during construction. Restoration of lay down/staging areas or enlarged bore pits/construction areas will be considered incidental to this pay item. The cost of fertilizer and temporary erosion control seeding is considered incidental to these pay items.

PERIMETER EROSION BARRIER

Description

This work shall consist of constructing, maintaining, removing, and disposing of silt fence for erosion control purposes. All work under this pay item shall be completed in accordance with Section 280 of the IDOT Standard Specifications.

Construction Requirements

The material to be used shall be submitted to the City and Engineer for approval prior to installation.

Measurement and Payment

This work will be paid for at the contract unit price per lineal foot for PERIMETER EROSION BARRIER.

TREE PLANTING

Description

This work shall consist of furnishing and planting trees at the locations shown in the plans. All work shall be completed in accordance with Section 253 of the IDOT Standard Specifications and the tree planting detail provided in the plans.

If the site conditions do not allow for the trees to be planted at the locations shown in the plans, the Contractor shall coordinate with the Engineer to determine a suitable location for the trees.

Measurement and Payment

This work will be paid for at the contract unit price per each for the type and size of tree specified in the plans. All necessary work and items included in the detail, including mulching, pruning, and watering are incidental to this pay item.

STONE RIPRAP, CLASS A5

Description

This work shall consist of installing stone riprap materials along the proposed slope coming down to and extending into the Three Oaks Recreation Area lake as indicated on the plans. This work shall conform to Section 281 and 282 of the IDOT Standard Specifications and per details included in the plans.

Construction Requirements

Riprap shall be Class A5 (RR4 IDOT Gradation). Stone riprap material, bedding material, excavation, and all labor associated with stone riprap placement and related items will be considered incidental to the relevant STONE RIPRAP pay item.

Per IDOT Standard Specifications, bedding stone shall be 6" in thickness. This stone shall be considered incidental to the placement of riprap material. Load tickets for bedding stone shall not be included for payment.

Measurement and Payment

This work will be paid for at the contract unit price per TON for STONE RIPRAP, CLASS A5 as indicated in the plans and details.

FILTER FABRIC

Description

This work shall consist of installing filter fabric as part of riprap placement along the proposed slope coming down to and extending into the Three Oaks Recreation Area lake as indicated on the plans. This work shall conform to Section 282 of the IDOT Standard Specifications and per details included in the plans.

Filter fabric and all labor associated with placement and related items will be considered incidental to the relevant FILTER FABRIC pay item.

Measurement and Payment

This work will be paid for at the contract unit price per square yard for FILTER FABRIC as indicated in the plans and details.

AGGREGATE BASE COURSE, TYPE CA-16

Description

This work will consist of resurfacing existing construction access roads on the project with aggregate base course, type CA-16. The existing construction access road off Rakow Road shall be surfaced with 6" (67 tons) of aggregate base course, type CA-16. A token quantity of 16 tons of aggregate base course, type CA-16 is also included in this contract for the Contractor to grade the construction access roads off Dartmoor Drive, Pingree Road, and Berkshire Drive to have a smooth surface and eliminate any rutting from construction vehicles or erosion once construction is complete. This work shall be done as directed by the Engineer.

The aggregate base course, type CA-16 shall be angular aggregate. Rounded aggregate will not be allowed.

Measurement and Payment

This work will be paid for at the contract unit price per TON for AGGREGATE BASE COURSE, TYPE CA-16.

AGGREGATE BASE COURSE, TYPE B

Description

This work shall conform to the applicable portions of Section 351 of the IDOT Standard Specifications and shall be placed per the City's instructions and any details provided.

Construction Requirements

As noted in the plans, a compacted thickness of 6" shall be used for the trail base course.

Measurement and Payment

This work will be paid for at the contract unit price per TON for AGGREGATE BASE COURSE, TYPE B.

PREMIUM BIKE TRAIL MIX FA-21

Description

This work shall conform to the applicable portions of Section 402 and 1003 of the IDOT Standard Specifications and shall be placed per the City's instructions and any details provided.

Construction Requirements

As noted in the plans, the following compacted thicknesses shall be used:

- Proposed trail surface course = 3"
- Restoration of existing trail surface course = 2"

The aggregate used shall be Premium Bike Trail Mix FA-21 or an approved equivalent.

Measurement and Payment

This work will be paid for at the contract unit price per cubic yard for PREMIUM BIKE TRAIL MIX FA-21.

GEOSYNTHETIC REINFORCEMENT

Description

This work shall include furnishing all materials and equipment necessary for installing an integrally-formed polypropylene geosynthetic grid reinforcement material (geogrid) for stabilizing slopes steeper than 2:1 as shown on the plans and as directed by the Engineer. The geogrid shall have an aperture, rib, and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the geogrid to reinforce the embankment or subgrade as shown on the plans and specifications.

Materials

The geogrid shall be STRATAGRID SG200 or an approved equivalent.

Delivery and Storage

The geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by construction activities.

Installation

Prior to the installation of the geogrid, the application surface shall be cleared of all debris and sharp objects and graded and compacted to provide a reasonably smooth surface.

The geogrid shall be placed in accordance with the manufacturer's recommendations. The geogrid shall be pulled taut and staked in place to minimize slack and distortion during placement of the granular backfill material.

Topsoil or backfill material, paid for separately, shall be placed on the geogrid in such a manner as to prevent tearing or shoving of the geogrid. No construction equipment shall be allowed on the geogrid prior to placement of the granular backfill or topsoil.

Any geogrid which is damaged during installation or subsequent placement of granular backfill or topsoil shall be repaired or replaced at the Contractor's expense, including costs of removal and replacement of the granular backfill or topsoil.

Measurement & Payment

This work shall be paid for at the contract unit price per square yard for GEOSYNTHETIC REINFORCEMENT which shall include all items necessary to complete the geogrid installation.

PEDESTRIAN SAFETY RAILING

Description

This work shall consist of constructing a pedestrian safety railing as detailed in the plans and according to applicable portions of Sections 664 and 665 of the IDOT Standard Specifications.

Construction Requirements

The contractor shall determine all final lengths of panels, spacing of posts, post embedment depth, and post footing type.

The wood used shall be either cedar or pressure treated pine.

All metal fasteners shall be compatible with the type of wood used to avoid or minimize corrosion.

The pedestrian safety railing shall be designed for the greatest of the following live loads for handrails, guards, and grab bars:

- A uniform load of 50 pounds per linear foot or a single concentrated load of 200 pounds applied in any direction at the top of each rail
- International Building Code 2006 (IBC) Section 1607

The wire mesh panels shall have a black powder coat finish.

Shop Drawings

The Contractor shall provide shop drawings to the Engineer for approval prior to fabrication. The shop drawing shall include:

- Wood material type
- Fastener type and material
- Post embedment and footing details
- Wire mesh dimensions and material type

The shop drawings shall be sealed by a structural engineer.

Measurement & Payment

This work will be paid for at the contract unit price per linear foot for PEDESTRIAN SAFETY RAILING. All necessary work and items included in the details, including posts, panels, footings, fasteners, and wire mesh shall be included in this pay item, and not paid for separately.

WOOD POST AND RAIL FENCE

Description

This work shall consist of constructing a WOOD POST AND RAIL FENCE in accordance with applicable portions of Sections 507 and 641, as detailed in the plans, as directed by the Engineer, and as specified herein.

Construction Requirements

The posts and rails shall comply with the requirements of Section 1007 for No. 1 Dense SR 1550 F for southern pine or No. 1 Dense 1400 F for Douglas fir. All lumber shall be sound and free from excessive splitting or deterioration. Dimensions shown on the plans are surfaced (S4S) lumber. All wood used for posts and rails shall be treated with ACA or CCA according to Article 1007.12. After erection of the fence, the contractor shall apply two coats of a commercially available water seal for treated lumber meeting the approval of the Engineer. Hardware shall include all necessary fasteners and appurtenances for construction of the fence and shall be according to Article 1006.17.

Wood fence construction shall conform to the applicable portions of Sections 507 and 641. The backfill for the posts shall be CA 6, CA 10, or CA 12 aggregate according to Article 1004.01. Backfill shall be thoroughly compacted, meeting the approval of the Engineer. The wood post and rail fence will be measured for payment along the top of the fence from center to center of end posts.

In addition to the locations shown in the plans, a token quantity of 200 linear feet is included in the quantities to be used at locations identified by the engineer.

Measurement and Payment

This work will be measured and paid for at the contract unit price per linear foot for WOOD POST AND RAIL FENCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

TRAFFIC CONTROL & PROTECTION, (SPECIAL)

Description

This work shall consist of providing required traffic control and protection in accordance with the applicable portions of Articles 107.09, 107.14, 107.15 107.29, Section 701 and 1106 of the Standard Specifications, applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, as specified herein and in the plans and as determined in the field.

The Traffic Control Standards 701001, 701006, 701101, 701106, 701426, 701801, and 701901 are included in this project. The Contractor shall place additional traffic control whenever conditions warrant or requested by the Engineer. All traffic control shall be the responsibility of the Contractor. Traffic control standards will not be paid for separately.

Measurement and Payment

All traffic control and protection, surveillance, signs, barricades, arrow boards, equipment and labor to install, maintain and remove traffic control devices, will be included in the contract price per lump sum for the TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

BOLLARDS, QUICK RELEASE

Description

This work shall consist of setting removable bollards at the locations shown in the plans (Dartmoor Drive and Berkshire Drive construction entrances), in accordance with the details shown in the plans, and this special provision.

Construction Requirements

The bollards shall have a yellow powder coat finish.

Measurement and Payment

This work will be paid for at the contract unit price per each for BOLLARDS, QUICK RELEASE and shall include all material, labor, and equipment.

REMOVE EXISTING FLARED END SECTION

Description

This work shall consist of the removal of existing flared end sections as shown in the plans and shall be performed in accordance with all applicable articles of Section 551 of the IDOT Standard Specifications. This work shall include all trench backfill required to fill excavated trenches.

Measurement & Payment

This work will be paid for at the contract unit price per EACH for REMOVE EXISTING FLARED END SECTION, regardless of material class, type, and size, which price shall include all excavation and backfilling, and removing and disposing of structures as necessary.

CONNECT PROPOSED MANHOLE TO EXISTING STORM SEWER

Description

This work shall consist of connecting the existing 36" storm sewer to the proposed 5-foot manhole at Sta 208+03 as shown in the plans. This work shall be performed in accordance with all applicable articles of Sections 551 and 602 of the IDOT Standard Specifications. This work shall include all trench backfill required to fill excavated trenches, removal and disposal of existing storm sewer as needed, and all other work necessary to connect the existing 36" storm sewer to the proposed manhole.

Measurement & Payment

This work shall be incidental to MANHOLE, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID and no additional compensation will be allowed.

CHAIN LINK FENCE DOUBLE SWING GATE

Description

This work shall include all labor, equipment and materials associated with completing the installation of a chain link double swing gate as indicated on the plans. This pay item shall include all items indicated on the plan details including but not limited to gates and associated mounting/latching hardware, gate posts, excavation for gate posts, concrete for gate post foundations, and other related appurtenances. Work shall be completed in accordance with Section 664 of the IDOT Standard Specifications.

Construction Requirements

Gates shall be comprised of chain link material that is zinc coated, with a minimum of 1.2 ounces of zinc per square foot of surface area per ASTM A-392, Class 1. Fabric shall be 9 gauge woven in 2" diamond mesh. Top selvage shall be twisted and barbed. Bottom selvage shall be knuckled. Fitting shall be hot dipped galvanized steel or aluminum.

Gate frame assemblies shall be 2-inch O.D. standard schedule 40 galvanized pipe – Group 1A, with welded joints. Minimum weight shall be 2.72 pounds per foot. Weld area are to be repaired with a zinc-rich coating applied per the manufacturer's instructions. Gates shall be complete with galvanized malleable iron hinges, latch and latch catch, center rests and iron bolt for closed position, and chain hold for open position. The center stop shall be per the details in the plans. Frames shall be electrically welded at all joints. Provide suitable gate latches for a padlock which may be attached and operated from either side of the gate. Hinges must permit the gate to swing back 180°. Gate braces shall be 1 1/2-inch O.D. galvanized steel pipe. Two hinges are required for gate openings up to 4-feet wide, or three for gate openings over 4-feet wide. Gate shall have a height including top and bottom rail of 6 feet above finished grade.

Gate posts shall be provided per the following gate opening configuration:

1. Single, seven feet wide to twelve feet wide or double, 13 feet to 24 feet wide: Post O.D. shall be 4-inches, with a minimum 9.11 pounds per linear foot.

The Contractor shall install the fence and gate in a workmanlike manner utilizing the following construction practices:

1. Provide 3/8-inch diagonal truss rod from the corners of each gate as indicated on the detail within the plans.
2. Fasten the fabric to the top and bottom rails and braces with suitable tie wire at approximately 18-inch intervals between the line posts.
3. Secure the fabric to the line posts with six-gauge post clips at approximately 12-inch centers.
4. Provide galvanized or non-ferrous material for the tie wire. Place concrete into holes 4 feet deep for terminal posts. Use 14-inch diameter holes for terminal, corner, and gate posts.
5. Slope the ground around posts and along fence away from the fencing at maximum 4:1 slope to match the existing grade.
6. Install gates so the bottom rail is 3 inches above the ground.
7. Gates shall have a horizontal middle brace rail, 1-1/2-inch O.D., and diagonal 3/8-inch truss rod.

Shop drawings shall be submitted and approved by the City prior to installation of the proposed gate.

Measurement and Payment

This work will be paid for at the contract unit price per EACH for CHAIN LINK FENCE DOUBLE SWING GATE.

DEWATERING

Description

Dewatering is not expected to be required for this project as the design allows for rip rap installation to be placed along the water edge of the lake to provide a working base for construction of the proposed pathway. All labor, materials and equipment necessary to temporarily dewater any and all excavations required for the proper construction of the project shall be considered incidental. The contractor shall be solely responsible for the design, installation, operation and subsequent removal of their dewatering system, all safety aspects associated with the system, and the conformity of the system with all local and state codes and regulations.

Prior to the start of any work the contractor shall submit any proposed dewatering program to the City and Engineer for review and approval.

The dewatering system shall take into consideration the construction procedures, the soil type, and the depth of the work relative to the ground water level. Water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property or to other work under construction. Any and all damage caused by dewater the work shall be promptly repaired by the responsible Contractor at his expense.

Water pumped or drained from the work site shall be clear of any sediment or other debris. If necessary, the water shall be routed through erosion control devices to remove such sediment, silt, debris, etc., at no additional cost to the City.

Measurement and Payment

This work will be incidental to the contract and no additional compensation will be allowed.

END SPECIAL PROVISIONS.

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

GENERAL INSTRUCTIONS TO BIDDERS

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THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner (“Addendum”). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

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Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Term**

The term of this Agreement shall be for one (1) year from the date of award. The City of Crystal Lake reserves the right to renew this contract for up to two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of the initial or renewal term, the City reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the City to appropriate funds in future contract years.

4. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. The prevailing wage rates are established, and are revised from time to time, by the Illinois Department of Labor and are available on the Department's official website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. Any increases in costs due to changes in the prevailing rate of wages during the term of the Contract shall be at the expense of the Bidder and not at the expense of the Owner.

5. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

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Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

7. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied.

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However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

8. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) **Individuals.** Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) **Joint Ventures.** Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. **Other Documents.** The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

9. **Bid Security**

A. **Required Bid Security.** Each bid must be accompanied by a bid bond, certified check, or cashier's check of not less than five percent (5%) of the total amount Bid, payable to the City of Crystal Lake. The Bid Bond guarantees that the bidder will enter into a contract if selected as the lowest responsive and responsible bidder. If a bidder does not accept

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the award, the bid bond is forfeited. The bid bond, certified check, or cashier's check must comply with the provisions found in the Illinois Revised Statutes. Checks will be returned to the unsuccessful bidders upon the award of a contract to the successful bidder. The bid bond, certified check, or cashier's check submitted by the successful bidder will be returned upon the execution and acceptance of the contract by the City.

Bids not accompanied by a bid security may be rejected at the City's discretion. If submitting a bid electronically, the bid bond must be forwarded to the City prior to the bid opening date and time. As an option, bid security may be satisfied by filing an Electronic Bid Bond. QuestCDN coordinates with Surety 2000 for the filing of Electronic Bid Bonds. Instructions for filing an Electronic Bid Bond are provided as part of the electronic bid submittal.

B. Bid Bond - Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against the defaulting Bidder.

10. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

The Bidder's Proposal may also be submitted electronically through QuestCDN VirtuBid online bidding platform.

11. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a

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Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

12. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination, including evaluation of the following selection criteria:

13. **Disqualification of Bidders**

A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether

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or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

14. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

15. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

INSTRUCTIONS

16. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder (“Closing”) on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“Closing Date”).

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) (“Conditions Precedent to Closing”).

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

17. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment,

INSTRUCTIONS

deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: The City of Crystal Lake (“Owner”)
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Attention: *Michael Wisinski – Public Works Manager*

SEALED BID: THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract

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PROPOSAL

included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL**SCHEDULE OF PRICES****BASE BID:**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>PRICE PER UNIT</u>	<u>TOTAL</u>
1	CLEARING AND GRUBBING	ACRE	0.4	\$	\$
2	CONSTRUCTION LAYOUT	LSUM	0	\$	\$
3	EXCAVATION, GRADING, AND SHAPING (SPECIAL)	LSUM	0	\$	\$
4	TREE, QUERCUS ALBA (WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	19	\$	\$
5	TREE, QUERCUS RUBRA (RED OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	16	\$	\$
6	TREE, CERCIS CANADENSIS (EASTERN REDBUD), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	29	\$	\$
7	TREE, CRATAEGUS CRUSGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	28	\$	\$
8	EVERGREEN, JUNIPERUS VIRGINIANA (EASTERN RED CEDAR), 5' HEIGHT, BALLED AND BURLAPPED	EACH	21	\$	\$
9	EVERGREEN, PICEA PUNGENS GLAUCA (COLORADO BLUE SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED	EACH	20	\$	\$
10	TRENCH BACKFILL	CUYD	25.9	\$	\$
11	TOPSOIL FURNISH AND PLACE, 4"	SQYD	19430	\$	\$
12	SEEDING, CLASS 4	SQYD	17730	\$	\$
13	SEEDING, CLASS 5A	SQYD	1700	\$	\$
14	EROSION CONTROL BLANKET	SQYD	19430	\$	\$
15	PERIMETER EROSION BARRIER	FOOT	3830	\$	\$
16	INLET AND PIPE PROTECTION	EACH	14	\$	\$
17	STONE RIPRAP, CLASSA5	TON	1073	\$	\$

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PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

18	FILTER FABRIC	SQYD	1102	\$	\$
19	AGGREGATE BASE COURSE, TYPE B	TON	2909	\$	\$
20	PREMIUM BIKE TRAIL MIX FA-21	CUYD	788	\$	\$
21	BITUMINOUS MATERIALS (TACK COAT)	POUND	106	\$	\$
22	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	27	\$	\$
23	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQYD	234	\$	\$
24	COMBINATION CURB AND GUTTER REMOVAL	FOOT	106	\$	\$
25	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	1	\$	\$
26	METAL FLARED END SECTIONS 12"	EACH	9	\$	\$
27	METAL FLARED END SECTIONS 15"	EACH	4	\$	\$
28	METAL FLARED END SECTIONS 18"	EACH	3	\$	\$
29	PIPE CULVERTS, CLASS A, TYPE 1 36"	FOOT	44	\$	\$
30	PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	190	\$	\$
31	PIPE CULVERTS, CLASS D, TYPE 1 15"	FOOT	138	\$	\$
32	PIPE CULVERTS, CLASS D, TYPE 1 18"	FOOT	74	\$	\$
33	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$	\$
	INLETS, TYPE A, TYPE 8 GRATE	EACH	12	\$	\$
35	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	70	\$	\$
36	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	36	\$	\$
37	BOLLARDS, QUICK RELEASE	EACH	6	\$	\$

PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

38	GEOSYNTHETIC REINFORCEMENT	SQYD	612	\$	\$
39	AGGREGATE BASE COURSE, TYPE CA-16	TON	83	\$	\$
40	REMOVE EXISTING FLARED END SECTION	EACH	0	\$	\$
41	PEDESTRIAN SAFETY RAILING	FOOT	1164	\$	\$
42	CHAIN LINK FENCE DOUBLE SWING GATE	EACH	1	\$	\$
43	WOOD POST AND RAIL FENCE	FOOT	958	\$	\$
44	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$	\$

TOTAL CONTRACT PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions,

SCHEDULE OF PRICES (CONT'D.)

annuities, or other similar benefits are included in this Schedule of Prices;
and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of

PROPOSAL

_____ dollars (\$_____), which is equal to at least FIVE percent of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 20__.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

ACKNOWLEDGEMENT

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____ (____)	_____
_____ (____)	_____
_____ (____)	_____

[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this _____ day of _____, 20__.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: _____

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u> <u>YEARS</u>
_____	_____
_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 20__.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: [SUCCESSFUL BIDDER] FROM: The City of CRYSTAL LAKE
[ADDRESS OF SUCCESSFUL 100 W. Woodstock Street
BIDDER] CRYSTAL LAKE, Illinois 60014

On the [] day of [MONTH], [20__], Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the [] day of [MONTH], [20__], in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **[DESCRIBE WORK]**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

DATED this [] day of [MONTH], [20__].

THE CITY OF CRYSTAL LAKE

By: /s/ [ISSUING OFFICER]
[TITLE OF ISSUING OFFICER]

**CONTRACT BETWEEN
THE CITY OF CRYSTAL LAKE**

AND

[*NAME OF SUCCESSFUL BIDDER*]

FOR THE

THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS

Contract Number: **[]**

**CONTRACT BETWEEN
THE CITY OF CRYSTAL LAKE
AND**

[*NAME OF SUCCESSFUL BIDDER*]

**FOR THE
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS**

Contract Number: []

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ATTACHMENT D - Special Project Requirements

**CONTRACT BETWEEN
THE CITY OF CRYSTAL LAKE
AND**

[NAME OF SUCCESSFUL BIDDER]

**FOR THE
THREE OAKS RECREATION AREA TRAIL – REMAINING SEGMENTS**

Contract Number: []

In consideration of the mutual promises set forth below, the City of Crystal Lake, 100 W. Woodstock St., Crystal Lake, IL 60014, an Illinois home rule municipality (“Owner”), and **[NAME AND ADDRESS OF SUCCESSFUL BIDDER]**, a **[FORM OF ORGANIZATION]** (“Contractor”), make this Contract as of the [] day of **[MONTH]**, **[20__]**, and hereby agree as follows:

**ARTICLE I
THE WORK**

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

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5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have

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the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface,

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underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract

for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

1.16 Use of the Work Site

Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Owner. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (*e.g.* personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Owner, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of Owner in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time (“Change Order”). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for

providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence in performance of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

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B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

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D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation,

determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

CONTRACT

recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest

CONTRACT

in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. To the extent that the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., applies to the Work, it is Contractor's obligation to pay (and require every subcontractor to pay) prevailing wages for each craft or type of work needed to execute the Work in accordance with the Act. The prevailing rates of hourly wages are revised from time to time by the Illinois Department of Labor and are available on the Department's official website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence in performance of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract, including all Attachments hereto, sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

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

7.17 Attachments

The Contractor's Certification and Attachments A through E attached hereto are, by this reference, incorporated in and made a part of this Contract. In the event of a conflict between an attachment and the text of this Contract, the text of this Contract will control.

7.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed as of the day and year first written above.

[SIGNATURE PAGE FOLLOWS]

(SEAL)

Attest/Witness:

CITY OF CRYSTAL LAKE

By: _____

By: _____
**[NAME OF OWNER'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF OWNER'S
EXECUTING OFFICER]**

Attest/Witness:

[NAME OF SUCCESSFUL BIDDER]

By: _____

By: _____
**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

[CONTRACTOR'S EXECUTING OFFICER], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this **[]** day of **[MONTH]**, **[20__]**.

Attest/Witness:

[NAME OF SUCCESSFUL BIDDER]

By: _____

By: **[NAME OF CONTRACTOR'S EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S EXECUTING OFFICER]**

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Install a new natural trail along the east side of the Three Oaks Recreation Area.

2. **Work Site:**

5517 Northwest Highway, Crystal Lake, IL

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations for the Work, except:

4. **Commencement Date:**

The date of execution of the Contract by Owner

5. **Completion Date:**

October 31, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications unless otherwise identified in the Special Provisions.

6. **Insurance Coverages:**

A. **Workers' Compensation and Employer's Liability**

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury

ATTACHMENT A

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

B. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

C. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an “occurrence” basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- “X,” “C,” and “U” exclusions deleted
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth in the Contract/Proposal.

D. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$1,000.

F. Verification of Coverage: Before commencing the Work, Contractor shall furnish the City with certificates of insurance and additional insured endorsements verifying all required insurance coverages. The certificates and endorsements for

ATTACHMENT A

each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to request full certified copies of the insurance policies and endorsements.

- G. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved in advance by the City in its sole discretion.
- H. Additional Insureds: The City of Crystal Lake and its officials, employees, agents, and volunteers shall be named as additional insureds for the Contractor's Commercial General Liability and Automobile Liability coverages. Contractor shall provide the City with copies of all additional insured endorsements demonstrating compliance with this provision. The policies of insurance shall contain no provisions that invalidate the naming of the City and its officials, employees, agents, and volunteers as additional insureds.
- I. Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.
- J. Notice of Cancellation or Modifications: Each insurance policy required shall have the City of Crystal Lake expressly endorsed onto the policy as a Cancellation Notice Recipient and shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. In the event of any such cancellation or non-renewal, Contractor shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change or modification of coverage, Contractor shall notify City within thirty (30) days after Contractor receives such notice of such change.
- K. No Waiver: Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- L. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies

M. Optional Coverages (required if box is checked):

Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$_____.

Environmental Impairment/Pollution Liability Coverage. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and provide coverage for incidents occurring during transportation of pollutants. This insurance shall have a \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Cyber Liability/Response Coverage. Cyber Liability/Response Coverage to respond to the duties and obligations as is undertaken by Contractor/Service Provider shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade

ATTACHMENT A

dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. with limits not less than \$1,000,000 per occurrence and breach response services of not less than \$250,000.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p style="text-align: center; font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p>	
	<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="font-size: 48px; opacity: 0.3; transform: rotate(-30deg);">SAMPLE</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

7. **Contract Price:**

SCHEDULE OF PRICES

A. **UNIT PRICE CONTRACT**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

8. **Progress Payments:**

A. **General.** Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. **Value of Work.** The Value of the Work shall be determined as follows:

ATTACHMENT A

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT B
SPECIFICATIONS

[TO BE SUPPLIED BY OWNER]

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NOS.

SHEET TITLES

DATE LAST
REVISED

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

[TO BE SUPPLIED BY OWNER]